

DECATUR PUBLIC SCHOOL DISTRICT #61  
BOARD OF EDUCATION  
AGENDA

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

June 24, 2025  
5:00 PM Open Session  
**6:30 PM Closed Session**  
Open Session **Reconvened**  
Immediately Following Closed

---

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

***Strategic Plan Mission:***

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

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

**The Board of Education Parameters that Guide Our Work:**

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

**AI 1.0 CALL TO ORDER – OPEN SESSION**

Roll Call

**IO 2.0 PLEDGE OF ALLEGIANCE**

**AI 3.0 APPROVAL OF AGENDA JUNE 24, 2025**

**IO 4.0 PUBLIC PARTICIPATION**

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

**DI 5.0 BOARD DISCUSSION**

**AI 6.0 CONSENT ITEMS**

A. Minutes: Open/Closed Meetings June 10, 2025

- B. Financial Conditions Report
- C. Treasurer's Report
- D. School Board Policies
  - a. Policy 7:160 Student Appearance
  - b. Policy 7:190 Student Behavior
  - c. Policy 8:30 Visitors to and Conduct on School Property
- E. Job Description: Administrative Assistant to the Assistant Superintendents

## **AI 7.0 ROLL CALL ACTION ITEMS**

- A. Ratification of the July 01, 2025- June 30, 2028 Collective Bargaining Agreement between the Decatur Public School District #61 Board of Education and the Decatur Educational Support Personnel Association (DESPA)
- B. Personnel Action Items
- C. Decatur Public Schools Foundation Coordinator's Contract for the Jerry J. Dawson Civic Leadership Institute
- D. Decatur Public Schools Foundation Executive Director's Contract
- E. Intergovernmental Agreement for FY26 between Decatur Public School District 61 and the Regional Office of Education #39 Alternative Learning Opportunity Program (ALOP)
- F. Frontline Education Absence and Substitute Management Renewal Agreement 2025-2026
- G. Student Code of Conduct and Parent Handbook for the 2025-2026 School Year
- H. KEV Group SchoolCash Software Three-Year (3) Agreement
- I. Purchase of Unleaded Fuel for FY26
- J. Student Pictures Three-Year (3) Contract
- K. Fluid Coolers for Eisenhower High School
- L. Excess Workers Compensation Renewal
- M. District 61 School Improvement Plans
- N. DecisionEd Group, Inc Renewal for FY26

## **IO 8.0 ANNOUNCEMENTS**

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

Reverend Donald Eugene Horath, who passed away Wednesday, June 11, 2025. Mr. Horath was the father-in-law of Kathy Horath, Director of Macon-Piatt Special Education District.

### **IMPORTANT DATES**

**June** 25 Special Closed Executive Session Meeting  
 – 9:00 AM at the Keil Administration Building

**July** 01 – 31 School Registration OPEN in Skyward for the 2025-2026 School Year  
 – **Parents/Families, Please Log-In and Register Your Student/Students for the Upcoming School Year (2025-2026)**

04 Independence Day Holiday  
 – **District Offices are Closed**

11 Decatur Public Schools Job Fair  
 – 11:00 AM to 2:00 PM, Keil Administration Building

**Please Note:** The Keil Administration Building summer hours will be 8:00 AM to 4:30 PM Monday through Thursday, June 02, 2025 through August 01, 2025. **The Keil Building will be CLOSED to the public EVERY FRIDAY from June 06, 2025 through August 01, 2025.** The Keil Building will re-open on Fridays to the public the week of August 04, 2025.

**AI 9.0 NEXT MEETING**

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, July 15, 2025 at the Keil Administration Building.

**Please Note: There is only one regular Board of Education meeting in July 2025.**

**AI 10.0 CLOSED EXECUTIVE SESSION**

The Board of Education will meet in Closed Executive Session to conduct an employee hearing, 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.

**AI 11.0 CALL TO ORDER – OPEN SESSION RECONVENED**

Roll Call

**ROLL CALL ACTION ITEMS**

- A. Possible Discipline and/or Termination of a Decatur Federation of Teaching Assistants (DFTA) Employee
- B. Possible Acceptance of a Resignation from a Decatur Federation of Teaching Assistants (DFTA) Employee
- C. Ratification of a Suspension without Pay for a Macon-Piatt Special Education District (MPSED) Paraprofessional – **Please Note: MPSED Executive Board approved this on June 11, 2025**
- D. Ratification of a Termination for a Macon-Piatt Special Education District (MPSED) Administrative Support Personnel – **Please Note: MPSED Executive Board approved this on June 11, 2025**

**AI 12.0 ADJOURNMENT**

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

DATE/TIME: June 10, 2025

5:00 PM

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

PRESENT: Bill Clevenger, President  
Kevin Hale  
Mark Reynolds

Will Wetzel, Vice President  
Devon Joyner

ABSENT: Dr. Karen Lauritzen and Christina Tyus

STAFF: Superintendent Dr. Rochelle Clark, Board Secretary Melissa Bradford, Attorney Luke Feeney and others

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

TOPIC	DISCUSSION	ACTION
<b>Call for Closed Executive Session</b>	President Clevenger called the meeting to order and moved into Closed Executive Session to conduct a student discipline/expulsion hearing and discuss collective negotiating matters between the Board and representatives of its employees, seconded by Mr. Reynolds.  President Clevenger called for a Roll Call Vote: Aye: Joyner, Hale, Reynolds, Wetzel, Clevenger Nay: None Absent: Lauritzen and Tyus Roll Call Vote: 5 Aye, 0 Nay, 2 Absent	Board moved to Closed Executive Session at 5:00 PM.
<b>Returned to Open Session</b>	President Clevenger asked for a motion to return to Open Session. Mr. Wetzel motioned, seconded by Mr. Joyner. All were in favor.	Open Session at 5:44 PM.
<b>Open Session Continued</b>	President Clevenger noted that the Board of Education had been in Closed Executive Session to conduct a student discipline/expulsion hearing and discuss collective negotiating matters between the Board and representatives of its employees. <u>No action was taken during Closed Executive Session.</u>	Information only.
<b>Pledge of Allegiance</b>	President Clevenger led the Pledge of Allegiance.	
<b>Approval of Agenda, June 10, 2025</b>	Superintendent Clark recommended the Board of Education approve the June 10, 2025 Open Session Board Meeting Agenda as presented.  Mr. Joyner moved to approve the recommendation, seconded by Mr. Reynolds. All were in favor.	Agenda was Approved as presented.
<b>Public Participation</b>	President Clevenger noted that during Public Participation, the Board of Education asked for the following:	Information only.



\_\_\_\_TOPIC\_\_\_\_\_DISCUSSION\_\_\_\_\_ACTION\_\_\_\_\_

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

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

Dr. Kaitlin Glause, DPS Parent and Employee, spoke to the Board regarding relaunching and recommitting to the District's Strategic Planning to Roadmap 2030. A ten-year demographic and enrollment study were completed in 2022 and the analyst noted that this was one of the most convoluted Districts he had ever studied, due to the variations of special schools and differentiated grade distributions makes it difficult to submit a recommendation and/or prediction for the future of DPS 61. Dr. Glause asked that we do not lose the forward progress performed by the Roadmap 2030 Committee. Greene Associates was hired to help assist with the health of our current facilities along with recommendations and solutions. There was no solution that would make everyone happy, but changes were needed for the sake of our students. Dr. Glause asked the Board of Education to prioritize moving the Strategic Planning forward with the intentions of making the District a more cohesive, manageable and organized place for learning. The District could not continue without long-term solutions. She asked for a timeline in regards to Roadmap 2030.

**Board  
Discussion**

Mr. Reynolds asked about co-op sports at the high school level. He noted for the record that if there was a school that did not have enough players for a team, that particular high school would have permission to co-op with the other high school; he asked for a policy. He was told that there were coaches who were not in favor of this, but he felt that it was the Board's responsibility to make sure what's done would be in the best interest of our students.

Information  
only.

Mr. Hale seconded Mr. Reynolds motion and noted that the Board of Education needs to be creative to make sure every student has access to schedule B athletics in the District; there needs to be an investment in our spring sports. He noted for the record that we need to co-op spring sports. This needs to be reviewed and finalized so that the coaches, athletic directors, administration and community knows that the Board of Education is committed to making sure every student has access, as appropriate. He agreed with his colleague and would like for something to be put in place.

TOPIC	DISCUSSION	ACTION
-------	------------	--------

President Clevenger noted that any action items would have to be placed on the Board agenda ahead of time; he noted that something will be placed on the next agenda.

Attorney Luke Feeney noted that the Board of Education needs to work with administration as there could be some IHSA issues and/or sport specific requirements at the high school level.

President Clevenger noted that there will be a report from administration at the next Board of Education meeting.

Mr. Joyner asked about the dynamics for each high school. Would this be the school's responsibility?

Superintendent Clark asked for the Board of Education to email the Board Secretary their questions so that she could provide answers as appropriate.

Mr. Wetzel noted that the process for changes to policy goes to the Policy Committee first, then presented to the Board of Education for consideration.

Mr. Reynolds noted he talked with Craig Bundy, District Athletics Coordinator, and he stated that there were coaches and administrative personnel at MacArthur High School who were against the co-op sports, but he felt that it was the Board of Education's prerogative to state what they felt was important related to co-op sports.

Superintendent Clark noted that yes, the Board of Education has a voice with what's best for the District, however, this is administrative work and she generally defers to legal counsel for advice because she wants to provide the correct outcome.

President Clevenger noted that since the new Board was seated, they need to start discussing the process regarding the Superintendent search along with a timely presentation on Roadmap 2030.

Mr. Reynolds asked if the Board of Education agreed to delay the Roadmap 2030 until a new Superintendent was hired. Mr. Wetzel replied, no, until the new Board was seated; they did not want the outgoing Board of Education to make these decisions.

### Reports from Admins: HR and Vacancies Updates

Monica Wilks, Director of Human Resources, presented and shared Human Resources Information and Vacancies Updates as follows:

- Ms. Wilks noted that the certified vacancy number at the last presentation was 120 – 22.7% vacancy rate.
  - As of June 10, 2025, the certified vacancy number was down to 54 and 66 vacancies were filled.
  - Of the filled vacancies, 44 were international teachers, out of the 83 teachers that were interviewed.
  - She thanked the Teaching & Learning Team and Sam Mills, DEA President, for their participation and efforts during this interview process.

TOPIC	DISCUSSION	ACTION
-------	------------	--------

- The vacancy rate went from 22.7% to 10.2%.
- The building principals continue to conduct interviews for vacant positions. HR was making sure the new hires were ready to start in August 2025.
- The District also has 14 new Teacher Ready participants that were accepted in the program; this would start in July 2025.
  - As a reminder, this is a program for long-term subs and other approved staff members with an opportunity to pursue teacher certification.
  - There were currently 25 staff members in the program and this gives the potential for 39 new teachers in the next 6 to 18 months.
- There were currently 3 people enrolled in the Grow Your Own program for paraprofessionals to pursue licensures; hopefully, this program would expand in the future.
- The District will have 16 student teachers this fall.

The next job fair will be July 9<sup>th</sup> from 11:00am to 2:00pm at the Keil Administration Building.

The Board of Education thanked the HR department for their recruitment efforts and noted there would be continued training and professional development for the new hires. The international teachers would also go through the same evaluation process.

<b>Cole Counseling Services</b>	Tykyna Cole, Cole Counseling Services, presented and shared an update on their data regarding the service provided to District 61. Due to the need, their service has expanded within the District.	Information only.
---------------------------------	---	-------------------

<b>Expulsion Update</b>	Superintendent Clark presented an update on expulsions for the 2023-2024 school year (SY24) and the 2024-2025 school year (SY25) in Decatur Public Schools (see attached presentation in Board packet). Due to interventions and consistency, there was a 48% decrease in expulsions District-wide from SY24 to SY25.	Information only.
-------------------------	---	-------------------

The District's next steps for the upcoming school year will be as follows:

- Continue Cartwheel Services.
- More imbedded interventions at the building level.
- More community/parent involvement in our schools.
- Continue to work with building administrators.
- Provide literature to families regarding community resources more frequently.
- Continue to monitor discipline in our schools.
- Everyone must speak the same language.
- Non-traditional Alternative Placements.
- Market DPS students/staff.
- Consistency.

<b>1<sup>st</sup> Read of School Board</b>	Superintendent Clark presented and shared a first read (see attached policies in the Board packet) with changes to the following School Board Policies: <ul style="list-style-type: none"> <li>● 7:160 Student Appearance</li> </ul>	Information only.
--	--	-------------------

TOPIC	DISCUSSION	ACTION
<b>Policies: 7:160 Student Appearance, 7:190 Student Behavior and 8:30 Visitors to and Conduct on School Property</b>	<ul style="list-style-type: none"> <li>7:190 Student Behavior</li> <li>8:30 Visitors to and Conduct on School Property</li> </ul> <p>The recommended changes and/or additions were as follows:</p> <p><b><u>Policy 7:160 Student Appearance</u></b></p> <ul style="list-style-type: none"> <li>Students that come to school that smell like marijuana or other offensive, distracting, and/or noxious odors will be instructed to call home for a change in clothing or picked up from school so he/she could change clothes.</li> </ul>	

**Policy 7:190 Student Behavior**

- Students that come to school that smell like marijuana or other offensive, distracting, and/or noxious odors will be instructed to call home for a change in clothing or picked up from school so he/she could change clothes.
- Students that use medicinal marijuana will need a medical plan on file with the nurse.

**Policy 8:30 Visitors to and Conduct on School Property**

- Marijuana and Other Offensive, Distracting, and or Noxious Odors  
Effective July 1, 2025, Individuals that visit our schools and smell of Marijuana or other offensive, distracting, and or noxious odors, will be asked to leave the premises. Marijuana has an odor that can cause/trigger allergic reactions, make others sick from long term exposure, affect indoor air quality, and potentially have cancer-causing chemicals that put our students, staff, and others at risk.

School-aged students that come to school that smell like marijuana, or other offensive, distracting, and/or noxious odors will be asked to call home for a change in clothing or picked up from school so he/she could change clothes. When a student smells of marijuana or other offensive, distracting, and/or noxious odors, it can be distracting for them and others in the classroom which impedes learning. Our goal is, and will continue to be, providing an atmosphere that is safe and conducive to learning.

- Individuals that use marijuana for medicinal purposes will need to provide a medical card upon requests.

This information will also be incorporated into the 2025-2026 Student Code of Conduct and Parent Handbook.

If Board approved, the changes to the policies will be communicated to families throughout the summer.

A recommendation for approval of the changes to these policies will be submitted during the June 24, 2025 Board of Education meeting.

TOPIC	DISCUSSION	ACTION
<b>Consent Items</b>	<p>Superintendent Clark recommended the Board of Education approve the Consent Item as presented, which included:</p> <ul style="list-style-type: none"> <li>A. Minutes: Open Meeting May 27, 2025</li> <li>B. Freedom of Information Report</li> <li>C. Bills</li> <li>D. Release of June Checks Early</li> <li>E. Resolution Authorizing the Release of District Technology</li> </ul> <p>Board Secretary noted that there were NO May 27, 2025 Closed Session Minutes and this item was removed from the June 10, 2025 Open Session Agenda.</p> <p>Mr. Reynolds moved to approve the recommendation, seconded by Mr. Joyner. Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Hale, Clevenger, Wetzel, Joyner, Reynolds Nay: None Absent: Lauritzen and Tyus Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried. Consent Items were approved as presented.</p>
<b>Potential Student 2425-0023 Expulsion</b>	<p>Superintendent Clark recommended the Board of Education “authorize the issuance of a decision in the expulsion case for Student #2425-0023 consistent with the findings from the Hearing Officer’s Report, and that Student #2425-0023 be expelled from the Decatur Public School District, all events, property and activities of the District for the 2025-2026 and 2026-2027 school years, with A stay for alternative education. Please Note: Student #2425-0023 can return to their home school the first day of the 2027-2028n school year. Parents will be notified of the first day of school once the calendar for the 2027-2028 school year is approved.</p> <p>Mr. Reynolds moved to approve the recommendation, seconded by Mr. Wetzel. Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Wetzel, Hale, Reynolds, Joyner, Clevenger Nay: None Absent: Lauritzen and Tyus Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried. Student 2425-0023 was approved to be expelled for the 25-26 and 26-27 school years with A stay as presented.</p>
<b>Personnel Action Items</b>	<p>Superintendent Clark recommended the Board of Education approve the Personnel Action Items listed in the Memo from Monica Wilks, Director of Human Resources, and the Human Resources Department as presented.</p> <p>Mr. Reynolds moved to approve the recommendation, seconded by Mr. Joyner. Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Wetzel, Joyner, Clevenger, Hale, Reynolds Nay: None Absent: Lauritzen and Tyus</p>	<p>Motion carried. Personnel Action Items were approved as presented.</p>

TOPIC	DISCUSSION	ACTION
	Roll Call Vote: 5 Aye, 0 Nay, 2 Absent	
<b>Athletic Guides for Middle and High Schools for the 2025-2026 School Year</b>	<p>Superintendent Clark recommended the Board of Education approve the Athletic Guides for Middle and High Schools for the 2025-2026 School Year as presented.</p> <p>Mr. Reynolds moved to approve the recommendation, seconded by Mr. Joyner. Hearing no questions, President Clevenger called for a Roll Call Vote:  Aye: Joyner, Clevenger, Reynolds, Wetzel, Hale  Nay: None  Absent: Lauritzen and Tyus  Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	Motion carried. Athletic Guides for Middle and High Schools for the 25-26 School Year were approved as presented.
<b>Cole Counseling Services for 2025-2026 and 2026-2027 School Years</b>	<p>Superintendent Clark recommended the Board of Education approve the Cole Counseling Services for 2025-2026 and 2026-2027 School Years as presented.</p> <p>Mr. Joyner moved to approve the recommendation, seconded by Mr. Wetzel. Hearing no questions, President Clevenger called for a Roll Call Vote:  Aye: Reynolds, Hale, Wetzel, Clevenger, Joyner  Nay: None  Absent: Lauritzen and Tyus  Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	Motion carried. Cole Services for 25-26 and 26-27 School Years were approved as presented.
<b>Solar Agreement</b>	<p>Superintendent Clark recommended the Board of Education approve the Solar Agreement as presented.</p> <p>Mr. Reynolds moved to approve the recommendation, seconded by Mr. Joyner. Hearing no questions, President Clevenger called for a Roll Call Vote:  Aye: Clevenger, Wetzel, Joyner, Hale, Reynolds  Nay: None  Absent: Lauritzen and Tyus  Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	Motion carried. Solar Agreement was approved as presented.
<b>Time Clock Plus Agreement</b>	<p>Superintendent Clark recommended the Board of Education approve the Time Clock Plus Agreement as presented.</p> <p>Mr. Reynolds moved to approve the recommendation, seconded by Mr. Hale. Hearing no questions, President Clevenger called for a Roll Call Vote:  Aye: Reynolds, Clevenger, Hale, Wetzel, Joyner  Nay: None  Absent: Lauritzen and Tyus  Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	Motion carried. Time Clock Plus Agreement was approved as presented.
<b>Purchase of OpenGate Units</b>	<p>Superintendent Clark recommended the Board of Education approve the Purchase of OpenGate Units as presented.</p> <p>Mr. Reynolds moved to approve the recommendation, seconded by Mr. Hale.</p>	Motion carried. OpenGate Units were

TOPIC	DISCUSSION	ACTION
	Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Joyner, Clevenger, Wetzel, Hale, Reynolds Nay: None Absent: Lauritzen and Tyus Roll Call Vote: 5 Aye, 0 Nay, 2 Absent	approved as presented.
<b>Property-Casualty Insurance Renewal</b>	Superintendent Clark recommended the Board of Education approve the Property-Casualty Insurance Renewal as presented.  Mr. Reynolds moved to approve the recommendation, seconded by Mr. Joyner. Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Wetzel, Hale, Reynolds, Joyner, Clevenger Nay: None Absent: Lauritzen and Tyus Roll Call Vote: 5 Aye, 0 Nay, 2 Absent	Motion carried. Property-Casualty Insurance Renewal was approved as presented.
<b>Account Provisioning Software Renewal</b>	Superintendent Clark recommended the Board of Education approve the Account Provisioning Software Renewal as presented.  Mr. Reynolds moved to approve the recommendation, seconded by Mr. Joyner. Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Wetzel, Joyner, Clevenger, Hale, Reynolds Nay: None Absent: Lauritzen and Tyus Roll Call Vote: 5 Aye, 0 Nay, 2 Absent	Motion carried. Account Provisioning Software Renewal was approved as presented.
<b>Duo Multi-Factor Authentication (MFA) Renewal</b>	Superintendent Clark recommended the Board of Education approve the Duo Multi-Factor Authentication (MFA) Renewal as presented.  Mr. Reynolds moved to approve the recommendation, seconded by Mr. Joyner. Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Clevenger, Reynolds, Hale, Wetzel, Joyner Nay: None Absent: Lauritzen and Tyus Roll Call Vote: 5 Aye, 0 Nay, 2 Absent	Motion carried. Duo MFA Renewal was approved as presented.
<b>Teacher iPad Upgrade</b>	Superintendent Clark recommended the Board of Education approve the Teacher iPad Upgrade as presented.  Mr. Reynolds moved to approve the recommendation, seconded by Mr. Joyner. Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Hale, Clevenger, Wetzel, Joyner, Reynolds Nay: None Absent: Lauritzen and Tyus Roll Call Vote: 5 Aye, 0 Nay, 2 Absent	Motion carried. Teacher iPad Upgrade was approved as presented.

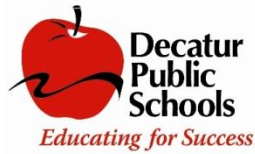
TOPIC	DISCUSSION	ACTION
<b>Jamf Renewal</b>	<p>Superintendent Clark recommended the Board of Education approve the Jamf Renewal as presented.</p> <p>Mr. Reynolds moved to approve the recommendation, seconded by Mr. Wetzel. Hearing no questions, President Clevenger called for a Roll Call Vote:  Aye: Joyner, Clevenger, Reynolds, Wetzel, Hale  Nay: None  Absent: Lauritzen and Tyus  Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried. Jamf Renewal was approved as presented.</p>
<b>Microsoft Licensing Renewal</b>	<p>Superintendent Clark recommended the Board of Education approve the Microsoft Licensing Renewal as presented.</p> <p>Mr. Reynolds moved to approve the recommendation, seconded by Mr. Joyner. Hearing no questions, President Clevenger called for a Roll Call Vote:  Aye: Joyner, Wetzel, Reynolds, Hale, Clevenger  Nay: None  Absent: Lauritzen and Tyus  Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried. Microsoft Licensing Renewal was approved as presented.</p>
<b>Integrated Systems Corp (ISC)</b>	<p>Superintendent Clark recommended the Board of Education approve the Integrated Systems Corp (ISC) as presented.</p> <p>Mr. Reynolds moved to approve the recommendation, seconded by Mr. Joyner. Hearing no questions, President Clevenger called for a Roll Call Vote:  Aye: Reynolds, Hale, Wetzel, Clevenger, Joyner  Nay: None  Absent: Lauritzen and Tyus  Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried. Integrated Systems Corp (ISC) was approved as presented.</p>
<b>Announcements</b>	<p>The Board of Education and Administration sends condolences to the families of:</p> <p>Lorie C. Frame, who passed away Monday, June 02, 2025. Lorie was the Head Certified Registered Nurse Health Coordinator in Decatur Public Schools. Lorie would always light up the room with her beautiful smile and caring spirit. Her wealth of medical knowledge and well-respected advice were appreciated by those she came in contact with on a daily basis. She will truly be missed by the DPS Family.</p> <p>Patricia Ann Harrison, who passed away Tuesday, June 03, 2025. Mrs. Harrison was the mother of Deanne Hillman, Human Resources Transition and Labor Administrator, mother-in-law of Harl Hillman, retired Special Education Teacher and grandmother of Hannah Bird, Kindergarten Teacher at Parsons Elementary School.</p>	<p>Information only.</p>



TOPIC	DISCUSSION	ACTION
<b>Important Dates</b>	<b>IMPORTANT DATES</b> <b><u>June</u></b> 19 Juneteenth Holiday – <b>District Offices are Closed</b> 25 Special Closed Session Meeting – 9:00 AM at the Keil Administration Building  <b><u>July</u></b> 04 Independence Day Holiday – <b>District Offices are Closed</b>  <b>Please Note:</b> The Keil Administration Building summer hours will be 8:00 AM to 4:30 PM Monday through Thursday, June 02, 2025 through August 01, 2025. <b>The Keil Building will be CLOSED to the public <u>EVERY FRIDAY</u> from June 06, 2025 through August 01, 2025.</b> The Keil Building will re-open on Fridays to the public the week of August 04, 2025.  <b>NEXT MEETING</b> The public portion of the next <u>regular</u> meeting of the Board of Education will be at 6:30 PM, Tuesday, June 24, 2025 at the Keil Administration Building.	Information only.
<b>Adjournment</b>	President Clevenger asked for a motion to adjourn. Mr. Reynolds moved, seconded by Mr. Hale. All were in favor.	Board adjourned at 7:21 PM.

\_\_\_\_\_  
Bill Clevenger, President

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



## Board of Education Decatur Public School District 61

<b>Date:</b> June 24, 2025	<b>Subject:</b> Monthly Financial Conditions Report
<b>Initiated By:</b> Dr. Mike Curry, Chief Operations Officer	<b>Attachments:</b> Financial Conditions Report
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

### BACKGROUND INFORMATION:

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

### CURRENT CONSIDERATIONS:

As the District completes May, the eleventh month of FY25, the Macon-Piatt Special Education District has expended 91.70% of its overall budget; Decatur School District #61 has expended 85.09% of its overall budget.

As of June 16, 2025, the State Comptroller is holding FY25 ISBE vouchers in the amount of \$1,219,413.25.

Additionally the Federal Government is still holding \$1.9 million in ESSER 3 funding.

### FINANCIAL CONSIDERATIONS:

N/A

### STAFF RECOMMENDATION:

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

### RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

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

**2024-2025 Decatur Public S.D. #61**  
**Fund Balance Summary - May 31, 2025**

<b><u>Fund</u></b>	<b><u>Fund Balance 07/01/24</u></b>	<b><u>Revenues To Date</u></b>	<b><u>Expenditures To Date</u></b>	<b><u>Net Cash Flow</u></b>	<b><u>Change in Fund Balance</u></b>	<b><u>Balance 05/31/2025</u></b>	<b><u>Tentative Balance 06/30/25</u></b>
<b>DISTRICT # 61</b>							
Education	\$22,203,280	\$129,415,313	\$119,363,430	\$10,051,883	\$0	\$32,255,163	\$ 21,847,411
Operation & Maintenance	\$2,103,416	\$8,007,273	\$7,514,391	\$492,882	\$0	\$2,596,299	\$ 992,495
Debt Service	\$10,327,523	\$9,715,101	\$8,664,225	\$1,050,876	\$0	\$11,378,399	\$ 10,326,024
Transportation	\$6,670,257	\$5,365,425	\$5,738,508	(\$373,084)	\$0	\$6,297,174	\$ 5,091,618
IMRF	\$3,313,484	\$2,887,782	\$1,469,803	\$1,417,979	\$0	\$4,731,463	\$ 4,101,028
Social Security/Medicare	\$655,101	\$2,976,137	\$2,143,905	\$832,232	\$0	\$1,487,333	\$ 1,514,973
Capital Projects Fund	\$6,588,922	\$2,344,028	\$3,926,567	(\$1,582,539)	\$0	\$5,006,383	\$ 2,025,986
Working Cash	\$5,370,962	\$664,585		\$664,585	\$0	\$6,035,547	\$ 6,040,828
Tort Immunity/Judgment	\$4,924,048	\$1,484,485	\$4,200,384	(\$2,715,899)	(\$497,939)	\$1,710,210	\$ 1,521,740
Fire Prevention/Safety	\$1,964,765	\$414,585	\$434,913	(\$20,328)	\$0	\$1,944,436	\$ 669,867
<i>Totals District 61</i>	<b>\$64,121,759</b>	<b>\$163,274,714</b>	<b>\$153,456,127</b>	<b>\$9,818,587</b>	<b>(\$497,939)</b>	<b>\$73,442,407</b>	<b>\$ 54,131,970</b>
Macon-Piatt Special Ed District	<b>\$8,943,097</b>	<b>\$16,253,461</b>	<b>\$19,810,188</b>	<b>(\$3,556,727)</b>	<b>\$0</b>	<b>\$5,386,370</b>	<b>\$ 8,829,319</b>

**Macon-Piatt Special Education District**

**Report Date: May 2025**

**Financial Condition as of May 31, 2025**

**Percent of year passed: 83%**

	<b>Revenues</b>	<b>Adopted Budget</b>	<b>Pre Audit Y-T-D</b>	<b>Percent Received</b>
12	Education	21,488,323	16,253,461	75.64%
22	Operation & Maintenance	-	-	
42	Transportation	-	-	
52	IMRF	-	-	
	IMRF	21,488,323	16,253,461	75.64%

Expenditures				Percent Used
12	Education	19,671,495	18,703,710	95.08%
22	Operation & Maintenance	360,870	190,590	52.81%
42	Transportation	25,750	9,437	36.65%
52	IMRF	1,543,986	906,451	58.71%
	Total Expenditures	21,602,101	19,810,188	91.70%

**Net Cash**

Total Revenues	21,488,323	16,253,461	75.64%
Total Expenditures	21,602,101	19,810,188	91.70%
Net Cash	(113,778)	(3,556,727)	

**Fund Balances**

	<b>Actual</b>
12 Education	5,386,370

**Decatur Public School District #61**  
**Report Date: May 2025**  
**Financial Condition as of May 31, 2025**

**Percent of year passed: 92%**

					PRIOR YEAR COMPARISON <b>FY 24 Percent Received As Of 05/31/24</b>
	Revenues	Budget	Pre Audit Y-T-D	Percent Received	
10	Education	133,617,166	129,415,313	96.86%	75.84%
	Operation &				
20	Maintenance	8,046,666	8,007,273	99.51%	106.60%
30	Debt Service	9,768,275	9,715,101	99.46%	100.61%
40	Transportation	5,978,666	5,365,425	89.74%	135.80%
50	IMRF	3,101,000	2,887,782	93.12%	102.89%
51	Social Security	3,001,200	2,976,137	99.16%	103.21%
60	Capital Projects	2,000,000	2,344,028	117.20%	86.04%
70	Working Cash	669,866	664,585	99.21%	127.53%
80	Tort Immunity/Judgment	1,501,500	1,484,485	98.87%	109.09%
90	Fire Prevention/Safety	2,669,866	414,585	15.53%	118.88%
	Total Revenues	170,354,205	163,274,714	95.84%	69.88%

					PRIOR YEAR COMPARISON <b>FY 24 Percent Used As Of 05/31/24</b>
	Expenditures	Budget	Pre Audit Y-T-D	Percent Used	
10	Education	133,973,035	119,363,430	89.10%	76.80%
	Operation &				
20	Maintenance	9,157,588	7,514,391	82.06%	90.71%
30	Debt Service	9,769,775	8,664,225	88.68%	98.28%
40	Transportation	7,557,305	5,738,508	75.93%	97.74%
50	IMRF	2,313,456	1,469,803	63.53%	68.27%

51	Social Security	2,141,328	2,143,905	100.12%	79.71%
60	Capital Projects	6,562,936	3,926,567	59.83%	71.64%
70	Working Cash	-	-	-	110.00%
80	Tort Immunity/Judgment	4,903,808	4,200,384	85.66%	82.03%
90	Fire Prevention/Safety	3,964,764	434,913	10.97%	99.80%
	Total Expenditures	<u>180,343,995</u>	<u>153,456,127</u>	<u>85.09%</u>	<u>60.44%</u>

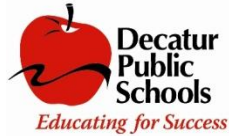
### Net Cash

Total Revenues	170,354,205	163,274,714	95.84%
Total Expenditures	<u>180,343,995</u>	<u>153,456,127</u>	85.09%
Net Cash	<u>(9,989,790)</u>	<u>9,818,587</u>	

### Fund Balances

### Actual

10	Education	32,255,163
20	Operation & Maintenance	2,596,299
30	Debt Service	11,378,400
40	Transportation	6,297,174
50	IMRF	4,731,463
51	Social Security	1,487,333
60	Capital Projects	5,006,383
70	Working Cash	6,035,547
80	Tort Immunity/Judgment	2,208,149
90	Fire Prevention/Safety	<u>1,944,436</u>
	Total Funds	<u>73,940,347</u>



## Board of Education Decatur Public School District #61

<b>Date:</b> June 24, 2025	<b>Subject:</b> Treasurer's Report
<b>Initiated By:</b> Dr. Mike Curry, Chief Operations Officer	<b>Attachments:</b> Treasurer's Report – May 2025
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

**BACKGROUND INFORMATION:**

The attached report details the District's investments and the status of the District's cash as of May 31, 2025.

**CURRENT CONSIDERATIONS:**

N/A

**FINANCIAL CONSIDERATIONS:**

N/A

**STAFF RECOMMENDATION:**

The Administration respectfully requests the Board of Education approve the Treasurer's Report for May 2025 as presented.

**RECOMMENDED ACTION:**

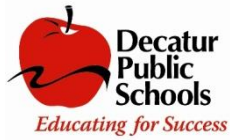
- ☒ Approval
- ☐ Information
- ☐ Discussion

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

**DECATUR PUBLIC SCHOOL DISTRICT #61**  
**UNAUDITED TREASURER'S REPORT**  
**MAY 2025**

	Cash/Investments as of 04/30/25	Receipts	Disbursements	Change/Interest	Cash/Investments as of 05/31/25
Education	42,598,155.75	13,694,911.07	16,894,495.78		39,398,571.04
Operations & Maintenance	3,487,603.42	15,043.22	874,982.94		2,627,663.70
Debt Service	12,782,577.30	1,560.57	1,288,981.25		11,495,156.62
Transportation	6,497,029.81	1,535.62	600,757.29		5,897,808.14
IMRF	4,963,008.21	2,230.78	200,845.51		4,764,393.48
Social Security	1,805,260.85	1,781.96	302,803.75		1,504,239.06
Capital Projects	4,545,300.44	612,288.99	99,456.63		5,058,132.80
Working Cash	6,095,602.66	855.78	0.00		6,096,458.44
Tort/Judgment Immunity	2,365,158.92	298.09	356,046.03		2,009,410.98
Fire Prevention & Safety	1,964,684.83	291.62	725.42		1,964,251.03
Macon-Piatt Special Education	6,492,189.85	1,890,243.57	2,925,183.86		5,457,249.56
Activities	643,865.47	42,796.10	56,481.79		630,179.78
	94,240,437.51	16,263,837.37	23,600,760.25	-	86,903,514.63
Dr. Mike Curry					06/06/25





## Board of Education Decatur Public School District #61

<b>Date:</b> June 24, 2025	<b>Subject:</b> Changes to School Board Policies
<b>Initiated By:</b> Dr. Rochelle Clark, Superintendent	<b>Attachments:</b> School Board Policies <ul style="list-style-type: none"><li>• 7:160 Student Appearance</li><li>• 7:190 Student Behavior</li><li>• 8:30 Visitors to and Conduct on School Property</li></ul>
<b>Reviewed By:</b> Policy Committee and Dr. Rochelle Clark, Superintendent	

### BACKGROUND INFORMATION:

The Board Policy Committee regularly reviews Policies to adjust 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:

Administration is recommending the Board of Education approve the changes to each of the policies listed. If approved, the changes would remain in the updated Student Code of Conduct & Parent Handbook for the 2025-2026 school year.

### FINANCIAL CONSIDERATIONS:

N/A

### STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the changes to the following School Board Policies as presented:

- 7:160 Student Appearance
- 7:190 Student Behavior
- 8:30 Visitors to and Conduct on School Property

### RECOMMENDED ACTION:

- ☒ Approval  
☐ Information  
☐ Discussion

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

## **STUDENTS**

### **7:160 Student Appearance**

A student's appearance, including dress and hygiene, must not disrupt the educational process or compromise standards of health and safety. The District does not prohibit hairstyles historically associated with race, ethnicity, or hair texture, including, but not limited to, protective hairstyles such as braids, locks, and twists. Students who disrupt the educational process or compromise standards of health and safety must modify their appearance. Procedures for guiding student appearance will be developed by the Superintendent or designee and included in the *Student Handbook(s)*.

Students that come to school that smell like marijuana or other offensive, distracting, and/or noxious odors will be instructed to call home for a change in clothing or picked up from school so he/she could change clothes.

#### **School Uniforms**

For school uniform procedures, refer to the Board-adopted Parent Handbook and Student Code of Conduct and Procedures Handbook.

#### **LEGAL REF.:**

[105 ILCS 5/2-3.25](#) and [5/10-22.25b](#).

[Tinker v. Des Moines Indep. Sch. Dist.](#), 393 U.S. 503 (1969).

**CROSS REF.:** 7:10 (Equal Educational Opportunities), 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior)

**ADOPTED:** December 12, 2023

**REVISED:** June 24, 2025

## **STUDENTS**

### **7:190 Student Behavior**

The goals and objectives of this policy are to provide effective discipline 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 cause 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, 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 defiance, disruptive behaviors, or misconduct, including but not limited to the sub-headings outlined below. Disobeying rules of student conduct or directives from staff members or school officials include, but is not limited to, refusing a District staff member's request to stop, present school identification, or report to the office.

#### **Possession**

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 positive interventions and supports, 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.

### Illegal Substance

1. Using, possessing, distributing, purchasing, or selling tobacco or nicotine materials, including without limitation, electronic cigarettes and/or vapes.
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 it is 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 powdered 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, 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, 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.
  - i. Students that come to school that smell like marijuana or other offensive, distracting, and/or noxious odors will be instructed to call home for a change in clothing or picked up from school so he/she could change clothes.

*\*\*\*\* Students that use medicinal marijuana will need a medical plan on file with the nurse.*

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.

### 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 may be expelled for a period not to exceed two 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.
3. 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.
4. Using or possessing a laser pointer unless under a staff member's direct supervision and in the context of instruction.

### Electronic Devices

The district strongly encourages families to keep their student's cell phone and other electronic devices at home as the district/staff will not be held responsible for items left, lost, stolen, or damaged.

Using a cellular telephone, video recording device, personal digital assistant (PDA), paging device(s), smart watch(es), headphones, earbuds, or other electronic device(s) in the classroom, hallways, lunch periods (PreK-12<sup>th</sup> grades), or other school environment(s), including school related activities, are prohibited. Electronic devices, headphone, earbuds, smart watches, etc., must be turned off and remain in their lockers or in a secure designated cell phone location in the classroom during the school day.

Prohibited technology conduct includes, without limitation, handling, utilizing, creating, sending, sharing, viewing, receiving, posting, or possessing a prohibited electronic device, an indecent visual depiction of oneself or another person through the use of any electronic device, and/or any electronic device that disrupts the educational environment or leads to the disruption of the educational environment.

All electronic devices not provided by school staff, must be kept powered-off and placed in the student's locker or a secure, designated location in the teacher's classroom (PreK-8<sup>th</sup> grade) during the school day.

Students in grades 9-12 must keep their cell phones turned off and in their individual lockers. Staff is not responsible for cell phones that are left, lost, damaged, or stolen while at school. Students that refuse to obey this policy and/or guidelines set for cell phone usage and/or other technology violations may receive the following school discipline.

- 1<sup>st</sup> offense - Warning – Parent/guardian contacted and student must put device away in the designated area. Student may pick the device up at the end of the day.
- 2<sup>nd</sup> offense – Parent/guardian contacted. Written Warning/Classroom referral. Student must put device away in the designated area. Student may pick the device up at the end of the day.
- 3<sup>rd</sup> offense – Discipline referral to the office. Parent/guardian contacted. Student must put device away in the designated area. Parent may pick the device up at the end of the day.
- 4<sup>th</sup> offense and beyond – Student will be disciplined according to the Student Code of Conduct.

Students that become grossly defiant, threaten staff, disruptive, etc., may be suspended for up to 3 days regardless of it being the first or fourth offense. Students will be allowed to make up missed work. Students will not be allowed on school property while suspended.

Parent/guardian(s) that become belligerent, threaten staff, etc., may be arrested and/or given a No Trespass Letter. A no trespass letter means the individual is not allowed on any DPS property for the length of the time stated in the letter.

#### Academic Dishonesty

Engaging in academic dishonesty, including cheating, intentionally plagiarizing, wrongfully giving or receiving help during an academic examination, altering report cards, and wrongfully obtaining test copies or scores.

#### Hazing

1. 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.
2. 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.

#### Sexual Misconduct

1. 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.
2. Teen dating violence, as described in Board policy 7:185, Teen Dating Violence Prohibited.

#### Vandalism/Theft

1. Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person's personal property.
2. Entering school property or a school facility without proper authorization.

### False Alarms

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.

### Threats

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.

### Disruptive Behaviors/Truancy

1. Being involved in gangs or gang-related activities, including displaying gang symbols or paraphernalia.
2. Violating any criminal law, including but not limited to, assault, battery, arson, theft, gambling, eavesdropping, vandalism, and hazing.
3. 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.
4. 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.
5. Being absent without a recognized excuse; State Law and Board of Education policy regarding truancy control will be used with chronic and habitual truants.

### Disciplinary Measures

School officials shall limit the number and 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 restitution 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 shall 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 two calendar years in accordance with Board policy 7:210, Expulsion Procedures. A student who has been expelled shall also be restricted from being on school grounds and at school activities that include, but not limited to, prom, senior activities, and graduation.
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. It is also not an order in which discipline may be administered. 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.

Students enrolled in the District's State-funded preschool program(s) may be temporarily removed or transitioned to a new program in accordance with federal and State law. State law prohibits the expulsion of students from the program(s).

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 may be expelled for a period not to exceed two calendar years:



- 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](#)).
- 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 one or two 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. 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 [licensed] 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 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 or designee, 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 5/2-3.71\(a\)\(7\)](#), [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](#), and [5/31-3](#).

[105 ILCS 110/3.10](#), Critical Health Problems and Comprehensive Health Education Act.

[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), 7:170 (Vandalism), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:200 (Suspension Procedures), 7:210 (Expulsion Procedures), 7:220 (Bus Conduct), 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; Elementary Schools), 7:315 (Restrictions on Publications; High Schools), 8:30 (Visitors to and Conduct on School Property)

ADOPTED: December 12, 2023

REVISED: July 16, 2024

REVISED: June 24, 2025

## **COMMUNITY RELATIONS**

### **8:30 Visitors to and Conduct on School Property**

The following definitions apply to this policy:

**School property** - District and school buildings, grounds, and parking areas; vehicles used for school purposes; and any location used for a Board of Education meeting, school athletic event, or other school-sponsored or school-sanctioned events or activities.

**Visitor** - Any person other than an enrolled student or District employee.

All visitors to school property are required to report to the Building Principal's office and receive permission to remain on school property. All visitors must sign a visitors' log, show identification, be screened through the Raptor system, and wear a visitor's badge. When leaving the school, visitors must return their badge. On those occasions when large groups of parents/guardians, friends, and/or community members are invited onto school property or when community members are attending Board meetings, visitors are not required to sign in but must follow school officials' instructions. Persons on school property without permission will be directed to leave and may be subject to criminal prosecution.

#### **Marijuana and Other Offensive, Distracting, and or Noxious Odors**

Effective July 1, 2025, Individuals that visit our schools and smell of Marijuana or other offensive, distracting, and or noxious odors, will be asked to leave the premises. Marijuana has an odor that can cause/trigger allergic reactions, make others sick from long term exposure, affect indoor air quality, and potentially have cancer-causing chemicals that put our students, staff, and others at risk.

School-aged students that come to school that smell like marijuana, or other offensive, distracting, and/or noxious odors will be asked to call home for a change in clothing or picked up from school so he/she could change clothes. When a student smells of marijuana or other offensive, distracting, and/or noxious odors, it can be distracting for them and others in the classroom which impedes learning. Our goal is, and will continue to be, providing an atmosphere that is safe and conducive to learning.

*\*\*\* Individuals that use marijuana for medicinal purposes will need to provide a medical card upon requests.*

Except as provided in the next paragraph, any person wishing to confer with a staff member should contact that staff member to make an appointment. Conferences with teachers are held, to the extent possible, outside school hours or during the teacher's conference/preparation period. Requests to access a school building, facility, and/or educational program, or to interview personnel or a student for purposes of assessing the student's special education needs, should be made at the appropriate building. Access shall be facilitated according to guidelines from the Superintendent or designee.

The School District expects mutual respect, civility, and orderly conduct among all people on school property or at a school event. No person on school property or at a school event (including visitors, students, and employees) shall perform any of the following acts:

1. Strike, injure, threaten, harass, or intimidate a staff member, Board member, sports official or coach, or any other person.
2. Behave in an unsportsmanlike manner, or use vulgar or obscene language.
3. Unless specifically permitted by State law, possess a weapon, any object that can reasonably be considered a weapon or looks like a weapon, or any dangerous device.
4. Damage or threaten to damage another's property.
5. Damage or deface school property.
6. Violate any Illinois law, or town or county ordinance.
7. Smoke or otherwise use tobacco products.
8. Distribute, consume, use, possess, or be impaired by or under the influence of an alcoholic beverage, cannabis, other lawful product, or illegal drug.
9. Be present when the person's alcoholic beverage, cannabis, other lawful product, or illegal drug consumption is detectible, regardless of when and/or where the use occurred.
10. Use or possess medical cannabis, unless he or she has complied with policy 7:270, *Administering Medicines to Students*, implementing *Ashley's Law*.
11. Impede, delay, disrupt, or otherwise interfere with any school activity or function (including using cellular phones in a disruptive manner).
12. Enter upon any portion of school premises at any time for purposes other than those that are lawful and authorized by the Board.
13. Operate a motor vehicle: (a) in a risky manner, (b) in excess of 20 miles per hour, or (c) in violation of an authorized District employee's directive.
14. Engage in any risky behavior, including roller-blading, roller-skating, or skateboarding.
15. Violate other District policies or regulations, or a directive from an authorized security officer or District employee.
16. Engage in any conduct that interferes with, disrupts, or adversely affects the District or a School function.
17. Videotape, record, and/or take pictures in the classroom, during an outside class activity, or in a learning environment that could capture other individuals.

#### Convicted Child Sex Offender

State law prohibits a child sex offender from being present on school property or loitering within 500 feet of school property when persons under the age of 18 are present, unless the offender is:

1. A parent/guardian of a student attending the school and has notified the Building Principal of his or her presence at the school for the purpose of: (i) attending a conference at the school with school personnel to discuss the progress of his or her child academically or socially, (ii) participating in child review conferences in which evaluation and placement decisions may be made with respect to his or her child regarding special education services, or (iii) attending conferences to discuss other student issues concerning his or her child such as retention and promotion; or
2. Has permission to be present from the Board, Superintendent, or Superintendent's designee. If permission is granted, the Superintendent or Board President shall provide the details of the offender's upcoming visit to the Building Principal.

In all cases, the Superintendent, or designee who is a certified employee, shall supervise a child sex offender whenever the offender is in a child's vicinity.

#### Exclusive Bargaining Representative Agent

**Please refer to the applicable collective bargaining agreement(s).**

**For employees whose collective bargaining agreement does not address this subject:**

Upon notifying the Building Principal's office, authorized agents of an exclusive bargaining representative will be provided reasonable access to employees in the bargaining unit they represent in accordance with State law. Such access shall be conducted in a manner that will not impede the normal operations of the District.

#### Enforcement

Any staff member may request identification from any person on school property; refusal to provide such information is a criminal act. The Building Principal or designee shall seek the immediate removal of any person who refuses to provide requested identification.

Any person who engages in conduct prohibited by this policy may be ejected from or denied admission to school property in accordance with State law. The person also may be subject to being denied admission to school athletic or extracurricular events for up to one calendar year in accordance with the procedures below.

#### Procedures to Deny Future Admission to Athletic or Extracurricular School Events

Before any person may be denied admission to athletic or extracurricular school events, the person has a right to a hearing before the Board. The Superintendent may refuse the person admission pending such hearing. The Superintendent or designee must provide the person with a hearing notice, delivered or sent by certified mail with return receipt requested, at least ten days before the Board hearing date. The hearing notice must contain:

1. The date, time, and place of the Board hearing;
2. A description of the prohibited conduct;
3. The proposed time period that admission to school events will be denied; and
4. Instructions on how to waive a hearing.

#### LEGAL REF.:

*Nuding v. Cerro Gordo Community Unit School Dist.*, 313 Ill. App.3d 344 (4th Dist. 2000).

[20 U.S.C. §7971](#) *et seq.*, Pro-Children Act of 2001.

[105 ILCS 5/10-20.5](#), [10-20.5b](#), [5/10-22.10](#), [5/22-33](#), [5/24-25](#), and [5/27-23.7](#)(a).

[115 ILCS 5/3](#)(c), Ill. Educational Labor Relations Act.

[410 ILCS 130/](#), Compassionate Use of Medical Cannabis Program Act.

[410 ILCS 705/](#), Cannabis Tax and Regulation Act.

[430 ILCS 66/](#), Firearm Concealed Carry Act.

[720 ILCS 5/11-9.3](#), [5/21-1](#), [5/21-1.2](#), [5/21-3](#), [5/21-5](#), [5/21-5.5](#), [5/21-9](#), and [5/21-11](#).

CROSS REF.: 2:200 (Types of Board of Education Meetings), 2:230 (Public Participation at Board of Education Meetings and Petitions to the Board), 4:170 (Safety), 5:50 (Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition), 6:120 (Education of Children with Disabilities), 6:250 (Community Resource Persons and Volunteers),

7:190 (Student Behavior), 7:270 (Administering Medicines to Students), 8:20 (Community Use of School Facilities)

ADOPTED: August 27, 2024

REVISED: June 24, 2025

**Decatur Public School District 61**



## Board of Education Decatur Public School District #61

<b>Date:</b> June 24, 2025	<b>Subject:</b> Job Description: Administrative Assistant to Assistant Superintendent(s)
<b>Initiated By:</b> Dr. Rochelle Clark, Superintendent	<b>Attachment:</b> Job Description: Administrative Assistant to Assistant Superintendent(s)
<b>Reviewed By:</b> Dr. Larry Gray and Eldon Conn, Assistant Superintendents and Dr. Rochelle Clark, Superintendent	

**BACKGROUND INFORMATION:**

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

**CURRENT CONSIDERATIONS:**

The below job description was updated to align the responsibilities and duties with the expectations of the position.

- Administrative Assistant to Assistant Superintendent(s)

**FINANCIAL CONSIDERATIONS:**

This position is within current budget.

**STAFF RECOMMENDATION:**

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

**RECOMMENDED ACTION:**

- ☒ Approval  
☐ Information  
☐ Discussion

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

**TITLE:** Administrative Assistant to Assistant Superintendent(s)

**PURPOSE:** To coordinate, plan, monitor, manage, and supervise the general operations of the Office of the Assistant Superintendents. This position has been designated as a confidential position.

**JOB GOAL:** Provide a wide range of support services to ensure the efficient and effective operation of the department(s).

**QUALIFICATIONS:**

- High school diploma required; bachelor's degree preferred.
- Above average typing accomplished with speed and accuracy.
- Ability to maintain confidentiality.
- Ability to perform a variety of high level, complex tasks and interpret board policy associated with the department(s) both which require independent judgement.
- Ability to work independently, recognize priorities and workload, and shift from task to task as needed.
- Excellent interpersonal skills.
- Ability to meet with the public and get along with others.
- Neat appearance – telephone and office etiquette.
- Ability to follow written and oral directions.
- Ability to initiate support functions with minimum supervision.
- Ability to communicate and maintain good working relationships with members of district staff and the public.
- Ability to maintain a professional attitude.
- Excellent organizational skills; able to run an office efficiently and effectively.
- A minimum of 5 years' experience in an office/administrative setting (school setting preferred).
- Knowledge of current office technology.
- Interact professionally with all stakeholders.

**REPORTS TO:** Assistant Superintendents

This position operates under general and broad direction and could run efficiently and effectively without total supervision. Plans and develops own methods to attain objectives. Exercises initiative and ingenuity. Also, takes independent and original action to achieve objectives.

**MAINTAINS LIAISON WITH:**

Board of Education  
Superintendent  
Executive Cabinet  
District Leadership Team  
Building Administrators

**PENDING BOE APPROVAL 6/24/25**



## **PERFORMANCE RESPONSIBILITIES:**

The following are the essential fundamentals to include but not limited to the following job duties:

1. Assists with sensitive information related to the School District and the Office of the Assistant Superintendent(s).
2. Prepares materials for special projects and assignments.
3. Serves as the back up to the Executive Administrative Assistant to the Superintendent(s) and Board of Education.
4. Attends meetings of the Board of Education as needed (open and closed, special, hearings and as requested) to take notes and process official minutes in the absence of the Executive Administrative Assistant to the Superintendent and Board of Education.
5. Prepares and receives all materials for all board packets in the absence of the Executive Administrative Assistant to the Superintendent and Board of Education.
6. Prepares and posts Board Meeting Agendas (regular and special) to the District website, in the absence of and/or in support of the Executive Administrative Assistant to the Superintendent and Board of Education.
7. Alerts the appropriate Assistant Superintendent(s) to matters needing immediate action.
8. Confidentiality of Assistant Superintendent(s) that include, but not limited to, communications, personnel, and contract negotiations.
9. Assists with processing of contract negotiations as needed.
10. Abilities to work with and communicate with legal counsel.
11. Assists with communication during emergency situations District-wide.
12. Abilities to relay information to news media and the communications department as requested by the Assistant Superintendent(s).
13. Assists with the scheduling of all meeting rooms at the Keil Administration Building.
14. Facilitates the operations of the Assistant Superintendent(s) offices.
15. Performs all specific duties related to the position as directed or assigned by the Assistant Superintendents.
16. Arranges and schedules all meetings, luncheons, conventions, etc. for travel, hotel, including vouchers and necessary paperwork for the Assistant Superintendent(s).
17. Performs the duties of the Freedom of Information (FOIA) Officer in the absence of the FOIA Officer.
18. Assists with schedules/calendar invites of the Board of Education and the Superintendent in the absence of the Executive Administrative Assistant to the Superintendent and Board of Education.
19. Assists the Assistant Superintendents with the preparations of annual budget and keep updates of the budgetary expenses throughout the year.
20. Maintains files, prepares reports, correspondences, or email responses, as needed in support of the Assistant Superintendents.
21. Serves as a Notary Public for all District-wide legal documents and activities.
22. Anticipates problems and applies knowledge in predictable and unpredictable situations.
23. Works in a flexible manner, ability to tolerate frequent interruptions and changing demands in an active work environment.
24. Works with other secretarial staff to support the Communications Department with district-led events such as, but not limited, to graduation, retirement, and back-to-school kickoff.

**PENDING BOE APPROVAL 6/24/25**

25. Performs other job-related duties and/or other duties assigned by the Assistant Superintendents.

**TERMS OF EMPLOYMENT:** Salary to be based upon salary schedule established by the Board, 260 days per year.

**FSLA:** Non-Exempt

**GRADE LEVEL:** As approved by the BOE.

**EVALUATION:** Performance of this job will be evaluated by the Assistant Superintendent of Teaching & Learning, with input from the Assistant Superintendent over Student Services, in accordance with provisions of the Board's policy on Evaluation of Professional Personnel.

**PHYSICAL DEMANDS:**

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

**MENTAL DEMANDS:**

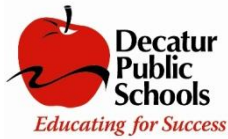
Administrator must ensure that children are always supervised, and that children are involved in safe and appropriate activities. There may be several situations happening at once, and the Administrator must be prepared to handle accidents and emergencies at any time.

**WORK ENVIRONMENT:**

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

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

**PENDING BOE APPROVAL 6/24/25**



## Board of Education Decatur Public School District #61

<b>Date:</b> June 24, 2025	<b>Subject:</b> Approval of the Negotiated Agreement between Decatur Public School District 61 and Decatur Educational Support Personnel Association (DESPA)
<b>Initiated By:</b> Monica Wilks, Director of Human Resources	<b>Attachments:</b> Negotiated Agreement between Decatur Public School District 61 and Decatur Educational Support Personnel Association (DESPA)
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

### **BACKGROUND INFORMATION:**

The most recent Decatur Educational Support Personnel Association contract expires on June 30, 2025. A bargaining team from DPS and DESPA met to negotiate terms for an updated three year contract. The Decatur Educational Support Personnel Association voted unanimously in the affirmative for this contract on June 9, 2025.

### **CURRENT CONSIDERATIONS:**

This three (3) year contract will be in effect from July 1, 2025 and effective through June 30, 2028.

### **FINANCIAL CONSIDERATIONS:**

The financial obligations in this contract will be accounted for in the appropriate future budget. The net wage increase for the next three years is 6.0%.

### **STAFF RECOMMENDATION:**

The Administration respectfully requests the Board of Education approve the negotiated agreement between Decatur Public School District 61 and Decatur Educational Support Personnel Association (DESPA), effective July 01, 2025 through June 30, 2028 as presented.

### **RECOMMENDED ACTION:**

- ☒ Approval
- ☐ Information
- ☐ Discussion

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

# CONTRACT RATIFICATION



**Decatur Educational  
Support Personnel  
Association (DESPA)**

**June 24, 2025 BOE Meeting**

# DESPA CONTRACT RATIFICATION

## DESPA Negotiating Team

Michelle Dixon, Pres./Fin.Dept.

Andrew Matthews, IEA UD

Robin Bruce, Chair/MHS

Robin Miller, Stud.Srvs.

Samantha Karch, EHS

Teresa Tucker, Stud.Srvs.

Meg Struve, IEA



## DPS Negotiating Team

Monica Wilks, Chair/HR Dir.

David Braun, Attorney

Jason Dion, Board Member

Mary Brady, T&L

Dr. Mistie Rodriguez, EHS

Holly Kitson, Parsons

Travis Friedrich, MPSED

Deanne Hillman, HR



# DESPA CONTRACT RATIFICATION

## Contract Highlights (language):

- Three-year agreement, effective July 1, 2025, through June 30, 2028.
  - 81 DESPA members
- Clarified language in a few areas of “working conditions;” particularly the procedures for the handling of money.
- Added Bereavement Leave according to Federal & State law.
- Established a work group to address Secretary pre-employment testing and new hire placement on the salary schedule (goal MOU - October 2025)



# DESPA CONTRACT RATIFICATION

## Contract Highlights (financial):

- Increased vacation allocation for all classifications (A,B,C) in first ten years; added a new allocation for 1-3 years
- Net wage increase for next three years is approximately 6.0%
- No change to health insurance plans



# DESPA CONTRACT RATIFICATION

- ★ Contract approved unanimously by DESPA voting members - June 9, 2025
- ★ BOE Approval (pending) - Roll Call Action Item - June 24, 2025





# QUESTIONS?



**Decatur  
Public Schools**

*Educating for Success*

**Decatur Educational  
Support Personnel  
Association (DESPA)**

**AGREEMENT**

**WORKING CONDITIONS AND WAGE SCHEDULE**

**BETWEEN**

**BOARD OF EDUCATION, DISTRICT #61**

**DECATUR, ILLINOIS**

**AND**

**DECATUR EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

**JULY 1, 202~~5~~<sup>1</sup> – JUNE 30, 202~~5~~<sup>8</sup>**

## Table of Contents

PREAMBLE .....	1
ARTICLE I: RECOGNITION .....	1
ARTICLE II: RIGHTS AND RESPONSIBILITIES .....	1
ARTICLE III: WORKING CONDITIONS.....	2
ARTICLE IV: PERFORMANCE OF DUTIES, DISCHARGE AND SUSPENSION .....	4
ARTICLE V: GRIEVANCE PROCEDURE .....	5
ARTICLE VI: VACATIONS AND HOLIDAYS .....	7
ARTICLE VII: SHORT TERM LEAVES .....	9
ARTICLE VIII: EXTENDED LEAVES OF ABSENCE .....	<del>12</del> <del>12</del> <del>11</del>
ARTICLE IX: COMPENSATION AND INSURANCE .....	<del>15</del> <del>15</del> <del>14</del>
ARTICLE X: SUMMER EMPLOYMENT .....	<del>18</del> <del>18</del> <del>17</del>
ARTICLE XI: PROMOTIONS, VACANCIES, TRANSFERS AND POSITION ELIMINATIONS .....	18
ARTICLE XII: EVALUATION .....	<del>21</del> <del>21</del> <del>20</del>
ARTICLE XIII: MISCELLANEOUS PROVISIONS .....	<del>22</del> <del>21</del>
ARTICLE XIV: LIMITATIONS.....	23
ARTICLE XV: MODIFICATION AND WAIVER .....	<del>24</del> <del>24</del> <del>23</del>
APPENDIX .....	25
CLASSIFICATION SCHEDULE.....	26

## **PREAMBLE**

This Agreement, developed and agreed to by the Board of Education for School District No. 61, Decatur, Illinois, and the Decatur Educational Support Personnel Association shall take effect on the first day of July 202~~5~~<sup>1</sup>, and continue in effect through June 30, 202~~8~~<sup>5</sup>, and shall continue from year to year unless either party notifies the other in writing ninety (90) days prior to expiration of their desire to change, alter, or modify the contents of the Agreement. Both parties shall meet at least thirty (30) days prior to the expiration of the Agreement to discuss the proposed revisions. Any changes or additions to the Agreement shall, when agreed upon, be incorporated in the Agreement.

## **ARTICLE I: RECOGNITION**

- A. The Board of Education for School District No. 61, Decatur, Illinois, hereinafter referred to as the “Board” recognizes the Decatur Educational Support Personnel Association, hereinafter referred to as the “Association”, as the representative of all educational office personnel except confidential employees as defined by the Illinois Public Labor Relations Act, employed in the Decatur Public Schools for the purpose of negotiation of wages, hours, and conditions of employment.
- B. Both the Board and the Association agree that each employee has the right to join or not to join any organization for his/her professional or economic improvement.
- C. All benefits, rights, and responsibilities provided by this Agreement shall apply equally to all educational office personnel covered by this Agreement.

## **ARTICLE II: RIGHTS AND RESPONSIBILITIES**

### **A. Association Business**

- 1. Authorized association representatives shall be granted time to attend state or national association meetings or attend to other business of the local association, provided that the amount of time so taken does not exceed twenty (20) days per year.
- 2. The Board of Education shall allocate \$500 for DESPA members to attend state conventions and/or local workshops.

### **B. Mail Service**

The Association shall have the right to use the District e-mail service, District mail service and mail boxes for communications to members of the bargaining unit. No postage shall be paid by the Board for the Associations’ communications.

### **C. Use of the Building Facilities**

The Association shall have the right to use school building facilities at any time for official Association meetings. The Association may request the use of school building facilities for general membership meetings or other Association purposes and such requests will be handled in the same manner as all other requests received by the Board for use of District facilities except that charges for use of District facilities will be

limited to custodial and maintenance costs when the purpose of such use is an official Association general membership meeting and custodial/maintenance costs exceed those costs normally incurred on any respective day.

D. Board Packets

The Board of Education shall email the President of DESPA or DESPA designee when the board packet has been posted online.

E. Committees

DESPA shall have the right to inquire about membership on committees. DESPA shall be afforded a seat on committees involved in hiring of building level administrators. District level administrator hiring committees shall be staffed at the discretion of the board of education, but such discretion shall not preclude DESPA from asking to be included. DESPA shall have the right to identify other committees in which it desires to be included on a regular and ongoing basis.

**ARTICLE III: WORKING CONDITIONS**

A. Work Year

The work year for all educational office employees shall be as indicated on Schedule B, Classification of Educational Office Personnel.

B. Work Day

1. DESPA employees shall clock in and out ~~pursuant to district procedures~~ using district provided timeclocks and devices only unless approved by the employee's direct supervisor. Employees are not permitted to clock in and out using a mobile app. Only those members of DESPA who have approval to clock in and out using a mobile app or non-district device shall utilize those means.
2. The working hours of office employees shall be nine (9) hours - eight (8) hours on duty and one (1) hour for lunch - as scheduled by the immediate supervisor.
3. Upon approval of the immediate supervisor, the working hours for educational office personnel may be adjusted to reflect a one-half hour lunch period.
4. Any part-time secretary substituting for a full-time secretary should do so at his/her (part-time) secretary rate.
5. All employees shall be allowed one (1) fifteen-minute break in the morning and one (1) fifteen minute break in the afternoon. Coverage of the DESPA employee during breaks is the responsibility of the immediate supervisor.
6. Work days for office employees include all weekdays, except those designated as District-approved hours, or district designated holidays in Article VI of this Agreement, and includes days of teachers' institutes.
7. Any regularly scheduled school days when students and teachers are not in attendance in the building due to unusual circumstances, such as weather conditions, shall be considered a working day. Employees will have the option of

working, using a vacation day, using a personal leave day, using a sick leave day, or taking the day off without pay unless the employee's work supervisor approves another option.

8. For student registration days, the following shall apply:

- a. No more than two (2) in-person registration days with hours outside the normal workday shall be scheduled. Employees who work hours which are outside the normal workday during the registration days shall be allowed to choose from the following: overtime pay during the additional hours or flexing their daily schedule on the same registration day.
- b. In-person registration days which extend beyond normal working hours shall be set by administration with input from DESPA and when principal's secretary, assistant principal's secretary and small learning community secretaries are on duty.
- c. Administration must be present in each building during in-person registration days which extend beyond normal working hours.
- d. No more than two (2) in-person registration days with hours outside the normal workday shall be scheduled.
- e. Category A may be called in for extra hours to provide additional support on days in which in-person registration occurs beyond normal work hours.
  - i. Staff members in Category A that may be called in shall be called in according to seniority within that work location.

#### C. Retirement

1. The ending date for terminating employees shall be to include unused vacation days and included in unused vacation days shall be a proration of vacation (rounded to the nearest one-half day) earned in the fiscal year of termination. Vacation entitlement shall be based on the number of days added to the employee's record on the previous June 30. Terminating employees who have taken more vacation days than entitled shall reimburse the Board for the number of vacation days taken but not due them.

#### D. Protection of Employees

All employees shall be protected against any harassment, interference, language or badgering by any group or individual on the District premises. It shall be the responsibility of the Supervisor and/or the Superintendent of Schools to take whatever actions are deemed necessary to provide employees adequate protection in such situations, including but not limited to enforcement of building security. This does not preclude the responsibility of the employees to work with parents or guardians in resolving school problems.

The general policy, subject to emergency exceptions, shall be that no action against an employee may be taken on a complaint by a parent of a student or by a student, unless such proposed action is first reported in writing to such employee affected thereby and the employee is given an opportunity for a hearing before a representative of the Board concerning the complaint and action proposed to be taken thereon.

#### E. Surveillance

The purpose of surveillance equipment is to secure the buildings. The purpose of surveillance equipment is not to evaluate the performance of employees or to monitor their behavior or conduct. If the review of data inadvertently reveals alleged incidents of employee misconduct, the employee and the Association will be notified if the District intends to investigate the alleged employee misconduct incident. Such notification will be in writing. The Association or Employee's representative may review the data depicting the alleged employee misconduct.

#### F. Collection and Handling of Money

1. Any building secretary required to collect money shall be provided with receipt books and a secure location to lock all money collected.

2. Any time cash is being collected from the originator of the funds, the originator and secretary shall count and cosign for the collected cash at the time the money is submitted to the secretary. ~~shall count and cosign for the collected case at the time the money is submitted to the secretary.~~ The originator shall not drop off funds with the secretary without counting the funds and cosigning.

### **ARTICLE IV: PERFORMANCE OF DUTIES, DISCHARGE AND SUSPENSION**

#### A. Performance of Duties

It is hereby agreed that all staff members covered by this Agreement shall comply with all working rules and perform in a satisfactory manner the job related duties assigned and in the manner prescribed by their supervisors.

#### B. Discipline

##### 1. Pre-Disciplinary Meeting

When the Board is contemplating administering discipline, a pre-disciplinary fact finding meeting will be held.

##### 2. Notice

The employee and the Association will be given 3 work days (which are days the District is open for business) prior written notice of the scheduled meeting, except in cases of extreme emergency. Such notice shall contain the reason, date, time and location of the meeting, and shall inform the employee of his/her right to DESPA representation. An agenda listing the reasons for such a meeting shall accompany this written notice. Every employee has the right to have criticisms, disciplinary meetings and reprimands held in private.

#### C. Discharge/Suspension

1. Prior to the implementation of discipline, the supervisor shall discuss the incident with the employee. The principles of progressive discipline shall apply to incidents of remediable misconduct. The purpose of utilizing progressive discipline is to correct employee deficiencies. In cases of remediable misconduct, disciplinary action shall generally begin with an oral warning for the first incident and move through

subsequent steps as necessary. The normal progressive disciplinary sequence shall be as follows:

- I. Oral warning
- II. Written warning
- III. Suspension without pay
- IV. Discharge

In instances of irremediable conduct by the employee, or in the case of serious remediable conduct by the employee, a more serious disciplinary consequence may be selected (that is, for example, a suspension without pay may be imposed without a prior written warning or a written warning may be imposed without a prior oral warning). In no case may a discharge occur without progressive discipline unless the conduct leading to the discharge is irremediable.

2. The Board at its option, may suspend without pay rather than discharge an employee if in its opinion the situation warrants such action. The maximum period of such suspension shall be ninety (90) working days. In determining whether an employee should be discharged or suspended, the Board will consider the staff member's employment record, the nature of the offense and any other pertinent information, and their decision shall be final.
3. The suspension or discharge of an employee will be handled in the following manner.
  - a.) When the Board or its representative determines to suspend or discharge an employee, the employee shall be told the reason for the action and given an opportunity to reply to the charges. Notice of either suspension or discharge will be given in writing before the employee departs the premises of Decatur Public Schools.
  - b.) If the employee feels he/she has been dealt with unjustly and a hearing is desired, he/she shall proceed according to the grievance procedure.
  - c.) If it is found that the employee has been dealt with in an unjust manner, the Board will reinstate the employee in his/her job with all former rights and benefits restored, and will pay the employee all loss of earnings.

## **ARTICLE V: GRIEVANCE PROCEDURE**

- A. Definition - A grievance shall mean a written complaint by an employee, a group of employees or the Association that there has been an alleged violation, misinterpretation, or misapplication of the agreement.
- B. Constraints - Any investigation or other handling or processing of any grievances by the grievant or the Association shall be conducted so as to result in no interference with or interruption whatsoever of the instruction program and related work activities of the grievant or of the District's employees.
- C. General Provisions



1. No employee at any stage of the grievance procedure will be required to meet with any administrator or supervisor without an Association representative.
2. Any employee who participates in the grievance procedure shall not be subject to disciplinary action or reprisal because of such participation.
3. The employee or his/her Association representative has the right to be present at all hearings and meetings concerning his/her grievance.
4. In any instance where the Association is not representing the grievant, the administrator or supervisor receiving the grievance or making the decision shall notify the Association in writing of all meetings, hearings, and the resolution at any level. Any agreement made between the administrator and/or supervisor with the member shall be in accordance with the mutually agreed to agreement between the Board and DESPA.
5. A grievance may be initiated and/or conducted by:
  - a. an employee on his/her own behalf
  - b. an employee accompanied by an Association representative
  - c. an Association representative at the employee's request
  - d. the Association
  - e. group of employees
6. All time limits may be extended by mutual agreement between the parties.
7. Grievance procedure - Personnel File: All records related to a grievance shall be filed separately from the personnel file of the employee.

D. Procedure for Adjustment of Grievances

Informal Conference - Within ten (10) days of when the grievant knew or should have known of the occurrence of the event which first gave rise to the grievance, a complaint shall first be discussed with the object of resolving the matter informally. In the event the matter is resolved informally and an Association representative was not present at the adjustment of the complaint, the supervisor shall inform the DESPA President or DESPA Designee of the adjustment.

For the purposes of this article "work day" shall be defined as days that the District Office is open.

Step One:

In the event the matter is not resolved informally, the grievant or the Association shall present a written statement on a form of the alleged violation to the principal or other appropriate supervisor within ten (10) days of the informal conference. The supervisor shall, within ten (10) school days of the receipt of the grievance confer with the grievant

and/or his/her Association representative to try to resolve the grievance. Within ten (10) school days after the completion of the conference, the supervisor shall give his/her written decision. A copy of the decision shall be given to the Association.

#### Step Two:

In the event that the grievance has not been resolved in the first step, the Association or the grievant may file an appeal to the Superintendent or his/her designee. The appeal shall be made within ten (10) school days after the receipt of the supervisor's decision. Within ten (10) school days of the receipt of the appeal, the Superintendent or his/her designee shall confer with the Association and the grievant in an effort to resolve the grievance. The Superintendent, within ten (10) school days following the conference shall file his/her written decision with the grievant and the Association.

#### Step Three:

Within thirty (30) school days after receiving the decision of the Superintendent or his/her designee, the Association may submit the grievance to binding arbitration of the American Arbitration Association (AAA). The arbitrator shall follow the standard rules of the AAA. The Board and the grievant shall share equally the arbitrator's fees and the court reporter's expenses.

### **ARTICLE VI: VACATIONS AND HOLIDAYS**

#### A. Vacations

1. Staff members in the District, who work 20 or more hours per week, shall be entitled to a vacation with pay in accordance with the following schedule and ~~Schedule B~~ Classification Schedule:

#### Days of Vacation Entitlement by Classification

	<u>B (261), C</u>	<u>B(220)</u>	<u>A</u>
One to <del>Five</del> <u>Three</u>	<del>10</del> <u>2</u>	<del>10</del> <u>9</u>	<del>9</del> <u>8</u>
<del>Four to Five</del>	<del>14</del>	<del>11</del>	<del>10</del>
Six to Ten	<del>15</del> <u>7</u>	<del>15</del> <u>4</u>	<del>13</del> <u>3</u>
Eleven or More	<del>22</del> <u>0</u>	19	18

Vacation will be allotted on July 1 of the current fiscal year.

2. Staff members employed on or before September 1 shall be considered as having one (1) year of service as of June 30. Staff members hired after September 1 shall receive a prorated vacation entitlement.
3. After a full year of employment with District No. 61, a staff member who voluntarily terminates his/her employment, retires, or is terminated because of the elimination of his/her position shall receive a prorated vacation entitlement. Employees who are discharged shall receive no vacation entitlement and employees who are suspended shall receive no vacation entitlement for the period of their suspension. Employees

reemployed within six (6) months following termination due to elimination of position, shall receive vacation entitlement held prior to termination.

4. An employee must have worked a minimum of sixty (60) percent of his/her scheduled work days or have been paid accrued benefits in the preceding fiscal year in order to be eligible for any vacation.
5. Full-time staff members may take their vacation at any time during the year subject to the approval of their supervisor. Payment for unused accumulated vacation time upon separation from employment shall be made no sooner than 30 days following such separation. It is the parties' intent that such payment shall be sheltered from and against IMRF contribution.
  - a. A maximum of ten (10) vacation days may be carried forward to the following year.
  - b. Unused vacation days in excess of the above ten (10) days will be added to the employee's accumulated sick leave on July 1.
6. DESPA employees who are 261 days are highly encouraged to use their benefit time during breaks, Christmas and Spring Break. It is understood that during breaks (Christmas & Spring), employees in Classifications A and B (190, 200 and 220 days) should not be scheduled to work. Those employees shall use accrued vacation for that time. Employees may reserve as many as two (2) vacation days for future breaks and instead elect to take unpaid days. It is understood that if the employee has exhausted all accrued vacation, the employee has personal days she/he may elects to use. If the employee is requested to work by administration during the breaks, the employee and his/her administrator will forward the request in advance to the HR Director. The HR Director will give a written list of those approved to work over breaks to the DESPA President or designee within two weeks after each break.

#### B. Holidays

1. Office employees, who work 20 or more hours per week, shall have the following days off duty with pay:
  - a.) Independence Day  
Labor Day  
Indigenous Peoples' Day  
Veterans Day  
Pulaski Day  
Martin Luther King Jr.'s Birthday  
President's Day  
Spring Break Day – Friday before Easter  
Memorial Day  
Juneteenth  
Thanksgiving Day  
Friday after Thanksgiving  
December 24  
Christmas Day  
New Year's Day

- b.) No member of the bargaining unit shall be required to work on legal holidays unless an emergency or continuous operation and maintenance of school facilities requires his/her attendance.

If any of the above legal holidays ceases to be a legal holiday, employees shall not have that day off duty with pay, but one day's time will be added to vacation eligibility.

2. Persons working twenty (20) hours or more a week, but less than full time, will receive holiday pay for days off that fall within their work year.
3. If a holiday is not observed in accordance with the legal holiday date or falls on a Saturday or Sunday, the observance will be scheduled on an alternate date.
4. An employee must be in pay status the day before and the day after a holiday to be paid for the holiday. If ill the day before or after a holiday, the employee must have and use benefit time in order to be paid for the holiday. If an inclement weather/e-learning day occurs immediately prior to or after a holiday, the employee's pay status for holiday pay shall not be based upon the inclement weather day (pay status shall be based upon the day prior to or after the inclement weather/e-learning day).
5. If a staff member takes a religious holiday, other than those included in the list of approved holidays noted in paragraph one (1) above, the absence shall be considered time off without pay unless the staff member elects to have it charged against his/her vacation.

## **ARTICLE VII: SHORT TERM LEAVES**

### **A. Sick Leave**

1. Sick leave without loss of pay shall be credited annually to each office employee who works 20 or more hours per week on the first day of each fiscal year in accordance with the following schedule:

#### **Days of Sick Leave Entitlement by Classification**

<u>Classification of Employment</u>	<u>Days Per Year</u>
B2, C2, C3, D	16
C1	14
A2, B1	13

2. Absences for Sick Leave shall be allowed under accrued sick leave. Sick leave shall include the adoption of a child, quarantine, serious illness, (includes mental health, alcoholism, and drug abuse) death or illness in the immediate family or household.\* (Immediate family shall include wife, husband, child, father, mother, sister, brother, grandparent, grandchild, daughter-in-law, son-in-law of the employee; and father, mother, sister, or brother of spouse of the employee; step-mother, step-father, step-sister, step-brother of the employee or spouse of the employee; or persons in loco parentis of employee.) \* Anyone residing in the home more than six (6) months of the calendar year.

3. A doctor's statement shall be required for all absences due to quarantine or serious illness (includes mental health, alcoholism, and drug abuse) in the immediate family.
4. Employees hired after the fiscal year begins shall be credited with the prorated number of sick leave days rounded off to the nearest one-half (1/2) day.
5. A doctor's statement may be required for personal illness charged against sick leave. If personal illness is claimed, a doctor's statement may be required after an employee has been absent three (3) consecutive days. The employee is responsible for obtaining the doctor's statement. A doctor's statement may be required in certain other cases by the School District where the absence of the employee is less than three consecutive days. In this case, the cost of obtaining this certificate shall be borne by the District and the District may require in this instance the employee to see a doctor of its own choosing. If an employee is absent for serious illness (includes mental health, alcoholism, and drug abuse) or for hospitalization, a doctor's release for regular duties must be presented before returning to work.
6. Official records of sick leave entitlement and use will be maintained in hours. The hours of sick leave entitlement will be calculated by multiplying the number of days of entitlement by the number of hours in the staff member's work day. Sick leave may be used in increments of .25, .5, and .75 hours.
7. Employees may accumulate 1920 hours (240 days) of sick leave or the maximum credit amount allowed by IMRF if greater.
8. Accumulated sick leave shall automatically terminate on the date that a staff member's employment terminates. Employees reemployed within one calendar year, following termination due to elimination of position, shall receive sick leave entitlement held prior to termination.
9. With the consent and on the conditions set forth by their immediate supervisor, full-time employees released by their doctors only for part-time work may return from sick leave and work part-time until their doctors release them for full-time work.

#### B. Personal Day

1. Staff members will be permitted three (3) personal leave days annually, with such to be deducted from sick leave entitlement. Personal leave may be used in increments of one (1) hour.
2. A ~~written~~ request for personal leave (no reason need be stated) ~~shall~~ must be submitted via the district's absence management system made to the appropriate supervisor in advance of taking the leave. DESPA members will make every effort to provide sufficient prior notice in order to allow administration to find coverage as needed.
3. Personal leave days may not be taken during the first five (5) days and the last five (5) days of school. Exceptions to this shall include emergencies, religious holidays, and times when the staff member or his/her immediate family is personally involved in a court case, graduation exercise, or an honor convocation.

4. Personal leave days may be used before or after a holiday under the following conditions:
  - a. Not more than one secretary per immediate supervisor may utilize said leave for each holiday.
  - b. Five (5) days ~~written~~ notice via the district's absence management system must be given, unless the immediate supervisor agrees to waive the five (5) days.

#### C. Funeral Leave

1. Absences for attendance at funerals shall be allowed under accrued sick leave provided such absence does not exceed the date of the funeral and reasonable travel time.
2. If a staff member is requested to serve as a pallbearer and, to do so, must be absent from work, the absence shall be considered time off without pay unless the staff member elects to have it charged against accrued sick leave.
3. An employee wishing to attend the funeral of a currently enrolled student or a current staff member will not be charged a sick day to attend the funeral. Arrangements can be made with the supervisor and with the cooperation of other employees to cover the responsibilities of the employee allowed to attend. Arrangements are acceptable provided they do not require a full day of absence or the hiring of a substitute.

#### D. Disability Benefits

1. An employee participating in the Illinois Municipal Retirement Fund, after employment of one (1) year, is eligible for disability benefits. These benefits shall begin on the 31st day after the illness or absence began or, if the employee has accumulated sick leave of over thirty (30) days. Employee can use temporary benefits on the 31st day off without exhausting sick leave benefits. This is the employee's option.
2. Sick leave benefits available to employees are to be coordinated with benefits which an employee receives under Worker's Compensation. If an employee eligible to receive sick leave is injured in the course of employment and receives disability benefits under Worker's Compensation the employee shall receive from Decatur Public School District #61 the difference between the Worker's Compensation benefits and the wages or salary to which the employee is entitled under the Decatur Public School District #61 leave program. The accumulated sick leave of the employee shall be reduced proportionately based upon the compensation remitted by the Decatur Public School District #61.

Pro-rated sick leave shall be available to the employee only to the extent that an employee has accumulated sick leave days, so that an employee shall receive full pay upon days which an employee is unable to work due to work-related injury or illness, but in no instance will an employee be entitled to a combination of sick leave benefits and Worker's Compensation benefits in excess of the employee's regular pay. In no event will an employee be entitled to sick leave benefits beyond the

accumulation of sick leave days of that employee. An employee on Worker's Compensation may waive sick leave pay, in which case the employee shall not be charged with sick leave use.

E. ~~E.~~—Accident of Employees

1. When an accidental injury occurs, such accidental injury shall be immediately referred to a certified medical doctor.
2. Employees may select a physician of their own choosing.
3. Worker's Compensation, as required by law, is provided all employees. It provides first aid, medical and surgical services, and compensation for periods of disablement, in case of the on-the-job accidental injury while an employee is engaged in official district business. Worker's Compensation shall be administered by a provider under contract with the Board.

F. Parental and Bereavement Leave

In addition to any benefits provided within this collective bargaining agreement, DESPA members shall be entitled to parental and bereavement leave in accordance with state and federal statutes. These statutory benefits would not be subject to the grievance process, which process is waived for these purposes.

**ARTICLE VIII: EXTENDED LEAVES OF ABSENCE**

- A. The following conditions shall apply to all extended leaves of absence unless otherwise indicated:
1. Requests for leave shall be in writing to the Director of Human Resources.
  2. Eligibility shall be based on a minimum of two (2) full terms of continuous employment in the Decatur District.
  3. Leaves shall be limited to one year effective as of the date of the leave. Further extension shall be at the discretion of the Board.
  4. Leaves shall be without pay.
  5. Salary increments shall not accrue during leave.
  6. Sick leave days shall not accrue during leave.
  7. Accrued benefits earned at the time the leave begins shall be retained. Accrued benefits shall be defined to mean accumulated sick leave, and placement on the salary schedule (staff member retains full salary placement credit to which staff member was entitled at the time the leave was granted.)
  8. Employees who are absent due to illness reasons, including those employees who subsequently receive temporary disability benefits or accidental disability benefits from District 61 affiliated retirement programs, will have their health and life

insurance coverage continued at Board expense for the period they are receiving sick leave benefits from the Board and for a period up to six months from the date sick leave is exhausted.

9. Employees covered under the Board's group health insurance policy who are on authorized leave of absence for reasons other than illness, including child rearing, may continue to be covered by this insurance for a period as provided under COBRA, providing the employee pays the monthly premium in advance. A waiver of participation must be signed by employees going on leave who do not desire to continue their coverage, and such person must meet medical requirements of the insurance company to again qualify for insurance coverage under the Board's group policy.
10. The Board may request a staff member on leave to furnish a statement from a physician or a psychiatrist indicating whether or not the staff member is capable of returning to work.
11. Written notice of intention to either return or resign shall be given to the Director of Human Resources no less than sixty (60) days prior to the expiration of the leave. Failure to furnish such written notice shall constitute a notice of resignation.
12. Reemployment during the school year shall be at the discretion of the Board.
13. Staff members who are granted leave of absence cannot be assured of placement in the same position when they return. The best possible assignment, however, shall be made within the existing vacancies.

#### B. Authorized Leaves

##### 1. Child Rearing Leave

Staff members who are expectant mothers shall upon request, be granted child rearing leave.

##### 2. Adoption Leave/Foster Care Leave

Staff members shall, upon request, be granted a leave of absence for the adoption of a child.

##### 3. Detached Service Leave

Staff members shall, upon request, be granted a leave of absence for detached service to work for an educational institution, a foundation, or an official government agency, or the State or National affiliate of the local Union.

##### 4. Extended Illness Leave

Staff members whose serious health condition extends beyond the period compensated under Section VII of this document will be granted a leave of absence until such time as a physician certifies the staff member is capable of returning to work or starts receiving disability benefits under the IMRF. In no



case shall extended illness leave extend beyond one (1) calendar year. Personal illness would include mental health, alcoholism, and drug abuse.

#### 5. Family Hardship Leave

Staff members shall, upon request, be granted a leave of absence for the purpose of caring for a sick member of his/her family. A written statement of need from a physician shall accompany the request.

#### 6. Military Leave

Staff members required to serve in the armed forces of the United States shall be granted a leave of absence without pay for the period in the service. Time spent in the armed forces shall be credited to their years of experience on the salary schedule upon their return to the school system. Staff members will not suffer any seniority loss.

#### 7. Study Leave

Employees shall, upon request, be granted a leave of absence for study designed to improve their competencies.

#### 8. General Leave

Employees may, upon request, be granted a leave of absence for such purposes as deemed appropriate by the Superintendent.

#### 9. Family and Medical Leave Act (FMLA)

All full-time and part-time employees shall be eligible for up to 12 weeks per year of FMLA for the following reasons:

- birth and care of the newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- to take medical leave when the employee is unable to work because of a serious health condition
- including any amendments.

During the family and medical leave period, the District shall continue to pay the health insurance premium set forth in the collective bargaining agreement. Employees shall not be required to use family and medical leave prior to, instead of, or simultaneously with any accrued leave. The employee shall have the option to make use of family and medical leave or any other contractual leave. The 12 months/1250 hours used in a determining eligibility will be the 12 months/1250 hours. Eligible employees may use unpaid family and medical leave, guaranteed by the Federal Family and Medical Leave Act, for up to a combined total of 12 weeks in any rolling 12-month period. Following the leave period, the employee shall be reinstated to his/her previous position or an equivalent position. All seniority, benefits, sick leave, vacation leave, etc. will

continue to accrue during the time an employee is utilizing FMLA. Employees may use this leave intermittently up to 12 weeks.

## **ARTICLE IX: COMPENSATION AND INSURANCE**

### **A. Compensation**

1. Educational office personnel for the Decatur Public Schools shall be paid in accordance with and work under the conditions set forth in this agreement. Wage rates of all employees covered by this agreement are set forth in Schedule A which is attached hereto and made a part hereto.
2. No changes or additions in existing classification or positions will be made without prior notification to the DESPA represented by the Bargaining Committee. Classifications of all educational office personnel covered by this Agreement are set forth in Schedule B of the Appendix which is attached hereto and made a part hereof.

### **B. Overtime**

1. Any overtime work must be offered to the full-time secretary and not to a part-time or temporary employee. If overtime is offered to full-time secretaries, it should be offered to the full-time on duty secretary whose job description or normal responsibilities most closely align to the overtime work offered first. If the overtime is not desired by the full-time secretary, the overtime should be offered to other full time secretaries in the building or department in the order of seniority. If no full-time secretaries accept the overtime opportunity, then the part-time or temporary employee working in the designated building or department may be offered the extra time.
2. Compensation for authorized overtime is one and one-half times the regular hourly rate shown on Schedule A. There shall be no overtime except that authorized by the immediate supervisor. No overtime shall be paid unless the employee is in paid status for forty (40) hours during the pay week. Paid status shall include pay for holidays, but not pay for use of accumulated leave. ~~for the week have been worked.~~
3. Overtime work performed on Saturday shall be paid at time and one-half the respective hourly rate. Overtime work performed on Sunday shall be paid at twice the respective hourly rate, only if overtime work has been performed on Saturday (the day before) at time and one-half respective hourly rate. Overtime work will not be performed on Sunday unless it is an emergency.
4. Overtime work performed on a holiday as listed in Article VI-B, 1, or as declared by the Board shall be paid at the rate of time and one-half in addition to holiday pay.
5. Compensatory Time Off: Employees who work extra hours may receive, with the agreement of the employee and the supervisor, time off at a future date in lieu of overtime pay. Compensatory time off will be at the same rate that would be paid for overtime. The compensatory time off is one and one-half times the number of overtime hours worked.

### C. Insurance

1. The Board of Education will continue to provide for each employee the health insurance plan in effect for other groups included in the health insurance negotiations committee.
  - a. Employees who work six (6) or more hours per day and five (5) days per week will have an insurance policy covering hospital and medical costs. Health insurance coverage for the family of staff members will be on an optional basis.
  - b. Any employee working less than 30 hours a week, but 20 or more hours per week, will be provided the same coverage if they wish to pay one-half of the premium.
  - c. In the event insurance coverage is revised or premiums change during the annual renewal, the coverage will include the same subsidy as provided to other groups in the health insurance negotiations committee.
  - d. The employee paid portion of the premium shall be sheltered under Section 125 of the Internal Revenue Code.
  - e. The insurance payments shall be taken out over twenty-four (24) pays for twelve-month employees and eighteen (18) pays for less than twelve-month employees.
  - f. There shall be at least one open enrollment period each year.
  - g. Prescription cards will be made available to each employee who is receiving health and medical coverage through the health insurance plan. Employees should direct any questions or concerns to the business office.

~~2. Transition: During the 2021-22 school year, DESPA employees who have elected to participate in the health insurance plan will remain on the \$500 deductible plan through December 31, 2021. Previous Collective Bargaining Agreement (\$75 per month for Individual and \$275 per month for Family). DESPA employees will have access to the optional High Deductible Plan beginning January 1, 2022. Beginning in the school year 2021-22, DESPA employees will be offered the same wellness bonus provided to other groups within the health insurance negotiations committee for participation in the District's blood draw program.~~

3.2. The health and medical insurance coverage which is presently in effect will be on an optional basis for the DESPA employee who retires from the Decatur School District.

- a. Retirees who opt to participate in the employee group health insurance plan will pay the entire annual premium imposed by the insurance carrier. Coverage will end when the retiree reaches the age of 65.
- b. Health insurance for the family of the retiree will be on an optional basis for those who had family insurance upon retirement. Retirees who opt for this

coverage will pay the entire premium. Coverage will end when the retiree or dependent reaches Medicare coverage age.

1. Insurance Changes

If the District Insurance Committee considers any change to insurance, during the term of this contract or between contracts, the Insurance Committee and the Board will reduce to writing any proposed changes. Decision making shall be made through 80% agreement of voting members of the District Insurance Committee. DESPA shall be entitled to one vote for each one hundred DESPA members or portion thereof. It is understood that DESPA shall have a minimum of one representative on the Insurance Committee. Any member may send a proxy to vote, and voting shall be limited to one vote per member present. Upon ratification of DEA membership, the proposed changes will be taken to the Board for approval.

2. The health and medical insurance coverage which is presently in effect will be on an optional basis for IMRF-eligible employees who retire from the Decatur School District. Retirees who opt to participate in the employee group health insurance plan will pay the entire annual premium. Coverage will end when the retiree reaches the age of sixty-five (65).
3. The Board will provide for each full-time office employee term life insurance in the amount of \$100,000 at no cost to the employee.
4. The Board shall indemnify and protect office employees against any loss of, damage to, or destruction of the office employee's personal property as a result of assault and/or battery committed against them while working within their scope of employment and said assault and/or battery to be without legal justification.

5. Optional Additional Plans

The following options are available (annually, during open enrollment) to employees of Decatur School District No. 61. Employees should direct any questions or concerns to the District Business Office.

a. Dependent Care Assistance Plan

This plan will enable each participant to elect to receive payments of reimbursement of his/her dependent care expenses that are excludable from the participant's gross income under Section 129 of the Code.

b. Medical Reimbursement Plan

This plan enables each participant to elect to receive payments of reimbursements of his/her medical care expenses that are excludable from the participant's gross income under Section 105(b) of the Code.

c. Volunteer Dental Plan

This volunteer Dental Plan will enable each employee to participate in a group dental plan.

D. Retirement Contribution

Staff members who participate in the Illinois Municipal Retirement Fund will be granted an increase in gross earnings according to the following schedule:

<u>Years of District Experience</u>	<u>Percentage</u>
15-17	0.5%
18	1.0%
19	1.5%
20	2.0%
21	2.5%
22	3.0%
23	3.5%
24	4.0%
25	4.5%

**ARTICLE X: SUMMER EMPLOYMENT**

A. Applications

Clerical staff members employed less than fifty-two (52) weeks may request consideration for summer employment by submitting a letter to the Director of Human Resources. DESPA members who are employed in the summer will be paid holidays that occur during their summer work schedule. An employee must be in pay status the day before and the day after a holiday to be paid for the holiday. If ill the day before or after a holiday, the employee must have and use benefit time in order to be paid for the holiday.

B. Selection

The selection of staff members for summer employment shall be on the basis of ability, skills, and years of service in the District. Clerical staff members employed less than fifty-two (52) weeks shall be given priority for summer clerical positions such as Summer School, textbook repair, summer substitutes, etc.

C. Compensation

Educational office personnel selected for clerical summer employment shall be no less than their normal rate of pay. However, summer employment shall not increase the number of vacation days or sick leave days to which the employee is entitled.

**ARTICLE XI: PROMOTIONS, VACANCIES, TRANSFERS AND POSITION ELIMINATIONS**

A. Vacancies

1. Information regarding educational office personnel positions which are available, either through creation or vacancy, shall be publicized to the staff. Notices of vacancies will include current description of work, classification of the job, and

prerequisite qualifications needed for application, including specific training and experience.

2. All position vacancies, including temporary positions expected to last a minimum of eight (8) consecutive weeks, shall be posted for bid. A minimum of ten (10) working days shall be allowed for submission of applications.
3. Vacancies occurring within the bargaining unit, including newly created positions, shall be posted within (10) working days of receiving notification of intent to vacate the position. The names of all applicants for the position are to be forwarded to the appropriate administrator. All interviews shall be held within ten (10) working days of the expiration of the posting period. If the interviews provide acceptable candidates, the recommendation for hire shall be submitted within ten (10) working days following the final interview. If no applications are received for the position, it shall be reposted within (10) working days. If no applications are received or no acceptable applicants apply, the employee vacating the position will not be held in said position longer than ten (10) working days. Within ten (10) working days following the interview of any Association applicant, that association applicant will receive written notification of the outcome of the interview.
4. Staff members may apply for any vacancy by District application process. Other than situations covered by C. Position Eliminations, all staff members shall be interviewed and given consideration before any applicant is appointed to the position.
  - a. A staff member who interviewed and was not selected may request a reason for the non-selection. The Director of Human Resources shall inform the staff member, in writing, of the reason.
5. In filling vacancies the Board agrees to give due consideration to the ability, skills, length of service and other relevant factors of all applicants.
6. Staff members selected to fill vacancies at either the same or different classification shall retain their years of experience.
7. The Association shall be involved in the process to create any new position.

#### B. Involuntary Transfers

The Board may transfer or reassign staff member when necessary to best utilize the staff or when it considers such transfer or reassignment to be in the best interest of the District. Before a transfer is made, the Director of Human Resources shall provide both the affected employee and the association written notice of the proposed transfer. In requesting transfers or reassignments the Board agrees to give due consideration to the ability, skills, length of service and other relevant factors of all employees. The administration shall consult with the staff member before a unilateral transfer is made. If the Board transfers or reassigns a staff member to a position falling in a lower pay grade than the one he/she presently holds, he/she shall continue to be compensated in accordance with his/her old pay grade for a period of one year or until such time as he/she may apply for and obtain a position of equal or higher pay grade, whichever comes sooner.

An employee assigned involuntarily to a new position will be provided appropriate training to perform duties assigned. In the event of an involuntary transfer, the DESPA member will be granted a meeting upon request with the appropriate Administrator and may also request an Association representative be in attendance.

#### C. Position Eliminations

1. When buildings are closed or positions are eliminated, staff members in these buildings and positions retain a position in their classification.

Classification A;

Classification B;

Classification C.

The lay-off will occur beginning with the employee with the least amount of longevity in that classification subgroup. Bumping is respected exclusively within a Classification subgroup, and not across subgroups.

2. An employee displaced (but not RIF'd) as the result of a position being eliminated, that employee will be placed in a vacant position within the same classification and number of days. If no vacancy exists, the employee with the least amount of longevity in that classification subgroup will be RIF'd and the displaced employee will move into that position.
3. Recall will occur in the reverse order of layoff within classification and days worked.
4. If it becomes necessary to close buildings or eliminate positions, the employees in these buildings and positions and those employees with the least amount of service in the district will be given due notice as required by law.
5. If it becomes necessary to eliminate a position because government funds are no longer available, the position being one paid by the government rather than from District No. 61 funds, the two-week notice to which a staff member is entitled shall be paid from District No. 61 funds if necessary.

#### D. Position Evaluation and Classification

The purpose of position evaluation is to determine the content and relative worth of each position and establish internal equity regarding compensation through the position classification plan. The position evaluation approach is a systematic and rational method for rating each position and assigning positions to responsibility groups that reflect their relative value to the District.

Procedure:

1. Letter requesting position review sent to Director of Human Resources.
2. Position Evaluation Questionnaires sent to incumbent and incumbent's supervisor.

3. Completed forms returned to Director of Human Resources.
4. Position Evaluation Committee meets in December and July to review requests. Committee is composed of: Director of Human Resources, Business Manager, Assistant Superintendent, & President of DESPA or DESPA designee and DESPA Bargaining Committee Chair.
5. Committee's recommendation sent to Superintendent. Superintendent makes final decision on recommendation.
6. Superintendent will notify incumbents and supervisors of the decision. Notice shall be given in writing within 10 school days of the meeting.
7. If the request is denied, the incumbent will be given the reasons for the denial in writing.
8. If the request is granted, the incumbent's pay will be retroactive to December 1<sup>st</sup> or July 1<sup>st</sup> depending on the date of request.

## **ARTICLE XII: EVALUATION**

### **A. Evaluator**

Office Personnel shall be evaluated by the immediate supervisor.

### **B. Timeline**

1. Probationary employees shall be evaluated before ninety (90) days and again after nine (9) months.
2. Employees new to a position will be evaluated at the end of the current year.
3. After one (1) year of experience, all employees will be evaluated once every two (2) years provided no areas rated needs improvement.

### **C. Response**

Employees shall have the opportunity to write comments of agreement or disagreement on their evaluation.

### **D. Conferences**

Evaluation conferences shall always take place with only the two (2) parties concerned present.

### **E. Documentation**



Any deviation above or below “Acceptable” shall be documented by citing supporting information.

F. Joint Committee

No changes to the evaluation instrument shall occur without prior agreement of the Board/DESPA joint committee on evaluations.

**ARTICLE XIII: MISCELLANEOUS PROVISIONS**

A. Jury Duty and Court Appearance

Any member of the bargaining unit summoned to jury duty or issued a court subpoena shall be paid his/her full salary for each working day of absence, provided that the member pays the District the jury fee or witness fee. Part-time employees would pay back a prorated amount of the jury fee. If payment is not paid within forty (40) days, it will be withheld from subsequent pay. This provision is not applicable if the staff member is a plaintiff against the School District, the Board of Education, or its representative as a result of any legal actions commenced by or on behalf of the Decatur Educational Support Personnel Association, or as the result of any legal actions arising from collective negotiations between the Decatur Educational Support Personnel Association and the Board of Education.

B. Physical Examinations

Each new employee of the Decatur Public Schools is required to have a complete physical examination at the applicant’s expense. A special form for the physical examination of all new employees shall be provided by the Human Resources Office.

C. Acceptance of Gifts

Employees of School District No. 61 are required to comply with the Illinois State Officials and Employees Ethics Act, 5 ILCS 430/1-1 *et seq.*, and Illinois Gift Ban, 5 ILCS 430/10-10 *et seq.*

D. In-service and Training

1. Each employee shall receive two (2) days per year to attend workshops without loss of pay.
2. There shall be one (1) day annually during which professional development is provided for clerical employees.
3. The District shall support no less than eight (8) hours of on-site training to new and newly promoted employees to be provided by a DESPA member and/or district departments, scheduled at the discretion of both employees’ supervisors.

E. Freedom to Request a Conference

Any employee’s request for conferences or hearings at any higher level shall not be considered by anyone as a reflection upon the employee. A reasonable use of this

procedure is encouraged to the end that all employees, certificated or otherwise, shall enjoy freedom of thought and freedom of communication concerning their profession and the work of the school system, and to the end that ideas may flourish and creative thought be stimulated.

F. Definition of Probationary, Full-Time, Part-Time, Short Term Employees

1. Probationary employee: All new employees shall be considered as probationary employees for the first ninety (90) calendar days of their employment. The Board, through its appointed representative, shall have the right to discharge any employee in such status and no grievance shall arise therefrom.
2. A full-time employee is one who works eight (8) hours daily and is employed the number of weeks required for his/her position as specified in Schedule B, Classification of Educational Office Personnel. Full-time employees are eligible for full vacation, holiday, sick leave, and insurance benefits provided by the Board as specified in this Agreement.
3. A part-time employee is one who works less than full time and/or is employed on a continuous basis for the number of weeks required for his/her position as specified on Schedule B.

Part-time employees who work twenty (20) hours or more per week are eligible for vacation, sick leave, and holiday benefits calculated on a basis that is consistent with their daily earnings. Part-time employees who work six (6) or more hours per day are entitled to have the Board pay the premium to the extent identified in this agreement in Article IX.C. on their health insurance. Employees who work twenty (20) hours or more per week but less than thirty (30) hours per week are entitled to have the Board pay one-half of the premium on their health insurance if they pay the remaining one-half.

Part-time employees who work less than twenty (20) hours per week are not eligible for vacation, sick leave, holiday or insurance benefits.

4. A short-term employee may or may not work eight (8) hours daily but is not employed on a continuous basis or for the number of weeks required for the position. Short-term employees are not eligible for vacation, holidays, insurance benefits or sick leave.

G. Administering Medication

Employees shall not be required to administer medication; however, employees shall comply with Board policy, asthma episode emergency response protocol, and students' asthma action plans.

**ARTICLE XIV: LIMITATIONS**

- A. The Decatur Educational Support Personnel Association and the individual members of the bargaining unit represented by the DESPA agree not to strike.

- B. The Decatur Educational Support Personnel Association and the individual members of the bargaining unit represented by the DESPA agree that they, will not during working hours engage in or encourage or support any strike, slowdown, or other concerted refusal to render full and complete services to the Board.
- C. This Agreement shall not supersede any existing or future laws of the State or Federal Government as they affect the legal operation of the school system by the Board. If any portion of this Agreement is in violation of any law or is declared invalid by any court or competent jurisdiction, or shall become inoperative because of any State or Federal law, that portion in disagreement shall be considered null and void, but the remaining portions of this Agreement shall continue in full force until the prescribed termination date.
- D. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the employment, termination, and direction of employees are vested exclusively in the Board of Education, and that the Board is the legally constituted body for that purpose.

E.G. This Agreement shall create no personal or individual contractual obligation or liability on the part of any member or members of the Board of Education.

F.H. Waivers - If any waivers become subject to bargaining, at that time we will schedule a meeting to bargain.

#### **ARTICLE XV: MODIFICATION AND WAIVER**

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties and no departure from a provision of this Agreement by either party, or by their officers, agents, or representatives, or by members of the negotiating committees, shall be construed to constitute a continuing waiver of the right to enforce such provisions.

IN WITNESS WHEREOF, the parties hereunto set their hands and

seals this \_\_\_\_\_ day of \_\_\_\_\_, 20215.

DECATUR EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Bargaining Committee Member \_\_\_\_\_

President \_\_\_\_\_

BOARD OF EDUCATION, DISTRICT NO. 61

President \_\_\_\_\_

Secretary \_\_\_\_\_

## APPENDIX

43-year agreement, beginning July 1, 2025<sup>1</sup> and ending June 30, 2028<sup>5</sup>.

~~Retroactive pay increases shall begin as of August 7, 2021~~

1. An employee hired by October 1 of the year preceding each year of this agreement shall advance one step. This language shall not read to require step movement outside the 4 years of this agreement unless the parties agree to such movement. Past practice is expressly acknowledged by the parties to be that step movement is not required unless agreed at the conclusion of each contract year, and this language is intended as an express waiver of any status quo which would be contrary to the above.

2. Prior Work Experience Credit

Prior to employment with the District, applicants with prior work experience shall be awarded such work experience if it is related to position duties and responsibilities noted in the relevant job description and verifiable with a copy of a prior job description and by a prior employer (if possible).

Any such work experience must have been within the ten year period immediately prior to proposed employment in the District. New applicants may be granted placement up to step 3 if it meets the provisions of this document. Prior experience above step 3 shall be awarded only with mutual agreement of Director of Human Resources and the DESPA President or DESPA Designee.

Any employee returning from an extended leave of absence will retain full salary placement credit as defined in Article VIII – Extended Leaves of Absence A7.

Any former employee whose prior job was in Schedule B of the contract and is re-employed shall be granted full credit for prior District 61 employment.

3. Educational office personnel selected for summer employment shall be paid at the same rate of pay as their regular employment. However, summer employment shall not increase the number of vacation days or sick leave days to which the employee is entitled. Persons hired for summer employment who are not regular District 61 employees shall be paid the current Federal Minimum Wage.
4. The X-step is intended as a one (1) year payment to qualifying retiring employees in recognition of the many years of faithful and dedicated service the employee has given to education in general and to the School District and its students. In order to qualify for an X-step salary rate for the final year of employment, an employee must be eligible for IMRF retirement criteria and have been employed for at least 8-15 years (\$750.00), 16-20 years (\$1250.00), 21-25 years (1750.00), and 26+ years (\$3250.00) with the Decatur Public School District 61. No later than six (6) months prior to the anticipated retirement date, employees must have notified the Director of Human Resources in writing that he/she will be retiring upon the specified date. To stay within the IMRF 125% Rule, a payment cycle will be established with payroll.

~~Those off schedule (exceeding existing steps) during the 2025-2028 shall receive a \$500 stipend for each year of this agreement. The parties intend this stipend to be a one-time agreement, which will sunset no later than the expiration of the 2025-2028 agreement. *Status quo*, as it is defined pursuant to *Vienna v. IELRB*, 162 Ill.App.3d 503 (1987) is expressly and intentionally waived by the parties, so that if there is no agreement between the parties to extend this agreement or any part hereof beyond the expiration of the 2025-2028 agreement (July 1, 2028), this language and its effect shall sever from the agreement, and the stipend shall be treated as though it never existed. It shall no further inform past practice course of conduct, or any other meaning of the parties' agreement.~~

## CLASSIFICATION SCHEDULE

<b>A B C</b>	<b>DAYS and HOURS</b>	<b>Position</b>
A	190 4hrs or 8hrs	Pre-K-8 Secretary Main Office Receptionist
A	200 8hrs	Small Learning Communities Secretary Library Secretary Itinerant
B	220 8hrs	Secretary to the Assistant Principal Pre-K Grant Secretary Secretary to SEAP Program Principal
B	261 8hrs	Registrar Secretary to the Principal Library Secretary-Collections and Processing Curriculum/Textbook Secretary District Receptionist Mail Clerk Secretary to Coordinator of Health Services Secretary to Assistant Director of Special Education Special Education Student Records
C	261 8hrs	Secretary to Director of Building and Grounds HR Secretary Payroll Analyst Secretary to Assistant Superintendent Claims Analyst Accounts Payable Analyst Purchasing Analyst Transportation Analyst Secretary to P12 Director of Teaching and Learning Research Data Analyst Secretary to the Director of Student Services Secretary to the Director of Special Education Special Education Claims Analyst Special Education Data Analyst Special Education Fee for Service Analyst Itinerant Secretary

2025-2026				\$1.10
Step	A	B	C	
1	\$19.70	\$20.55	\$21.40	
2	\$19.94	\$20.80	\$21.66	
3	\$20.18	\$21.05	\$21.92	
4	\$20.42	\$21.30	\$22.18	
5	\$20.66	\$21.55	\$22.44	
6	\$20.90	\$21.80	\$22.70	
7	\$21.14	\$22.05	\$22.96	
8	\$21.38	\$22.30	\$23.22	
9	\$21.62	\$22.55	\$23.48	
10	\$21.86	\$22.80	\$23.74	
11	\$22.10	\$23.05	\$24.00	
12	\$22.34	\$23.30	\$24.26	
13	\$22.58	\$23.55	\$24.52	
14	\$22.82	\$23.80	\$24.78	
15	\$23.06	\$24.05	\$25.04	
16	\$23.30	\$24.30	\$25.30	
17	\$23.54	\$24.55	\$25.56	
18	\$23.78	\$24.80	\$25.82	
19	\$24.02	\$25.05	\$26.08	
20	\$24.26	\$25.30	\$26.34	
21	\$24.50	\$25.55	\$26.60	
22	\$24.74	\$25.80	\$26.86	
23	\$24.98	\$26.05	\$27.12	
24	\$25.22	\$26.30	\$27.38	
25	\$25.46	\$26.55	\$27.64	
26	\$25.70	\$26.80	\$27.90	
27	\$25.94	\$27.05	\$28.16	
28	\$26.18	\$27.30	\$28.42	
29	\$26.42	\$27.55	\$28.68	
30	\$26.66	\$27.80	\$28.94	
31	\$26.90	\$28.05	\$29.20	
32	\$27.14	\$28.30	\$29.46	
33	\$27.38	\$28.55	\$29.72	
34	\$27.62	\$28.80	\$29.98	
35	\$27.86	\$29.05	\$30.24	
36	\$28.10	\$29.30	\$30.50	
37	\$28.34	\$29.55	\$30.76	
38	\$28.58	\$29.80	\$31.02	
39	\$28.82	\$30.05	\$31.28	
40	\$29.06	\$30.30	\$31.54	
41	\$29.30	\$30.55	\$31.80	
42	\$29.54	\$30.80	\$32.06	
43	\$29.78	\$31.05	\$32.32	
44	\$30.02	\$31.30	\$32.58	
45	\$30.26	\$31.55	\$32.84	
46	\$30.50	\$31.80	\$33.10	
47	\$30.74	\$32.05	\$33.36	
48	\$30.98	\$32.30	\$33.62	
49	\$31.22	\$32.55	\$33.88	

2025-2026				\$1.10
Step	A	B	C	
1	\$19.70	\$20.55	\$21.40	
2	\$19.94	\$20.80	\$21.66	
3	\$20.18	\$21.05	\$21.92	
4	\$20.42	\$21.30	\$22.18	
5	\$20.66	\$21.55	\$22.44	
6	\$20.90	\$21.80	\$22.70	
7	\$21.14	\$22.05	\$22.96	
8	\$21.38	\$22.30	\$23.22	
9	\$21.62	\$22.55	\$23.48	
10	\$21.86	\$22.80	\$23.74	
11	\$22.10	\$23.05	\$24.00	
12	\$22.34	\$23.30	\$24.26	
13	\$22.58	\$23.55	\$24.52	
14	\$22.82	\$23.80	\$24.78	
15	\$23.06	\$24.05	\$25.04	
16	\$23.30	\$24.30	\$25.30	
17	\$23.54	\$24.55	\$25.56	
18	\$23.78	\$24.80	\$25.82	
19	\$24.02	\$25.05	\$26.08	
20	\$24.26	\$25.30	\$26.34	
21	\$24.50	\$25.55	\$26.60	
22	\$24.74	\$25.80	\$26.86	
23	\$24.98	\$26.05	\$27.12	
24	\$25.22	\$26.30	\$27.38	
25	\$25.46	\$26.55	\$27.64	
26	\$25.70	\$26.80	\$27.90	
27	\$25.94	\$27.05	\$28.16	
28	\$26.18	\$27.30	\$28.42	
29	\$26.42	\$27.55	\$28.68	
30	\$26.66	\$27.80	\$28.94	
31	\$26.90	\$28.05	\$29.20	
32	\$27.14	\$28.30	\$29.46	
33	\$27.38	\$28.55	\$29.72	
34	\$27.62	\$28.80	\$29.98	
35	\$27.86	\$29.05	\$30.24	
36	\$28.10	\$29.30	\$30.50	
37	\$28.34	\$29.55	\$30.76	
38	\$28.58	\$29.80	\$31.02	
39	\$28.82	\$30.05	\$31.28	
40	\$29.06	\$30.30	\$31.54	
41	\$29.30	\$30.55	\$31.80	
42	\$29.54	\$30.80	\$32.06	
43	\$29.78	\$31.05	\$32.32	
44	\$30.02	\$31.30	\$32.58	
45	\$30.26	\$31.55	\$32.84	
46	\$30.50	\$31.80	\$33.10	
47	\$30.74	\$32.05	\$33.36	
48	\$30.98	\$32.30	\$33.62	
49	\$31.22	\$32.55	\$33.88	

2027-2028				
Step	A	B	C	
1	\$22.15	\$23.00	\$23.85	
2	\$22.39	\$23.25	\$24.11	
3	\$22.63	\$23.50	\$24.37	
4	\$22.87	\$23.75	\$24.63	
5	\$23.11	\$24.00	\$24.89	
6	\$23.35	\$24.25	\$25.15	
7	\$23.59	\$24.50	\$25.41	
8	\$23.83	\$24.75	\$25.67	
9	\$24.07	\$25.00	\$25.93	
10	\$24.31	\$25.25	\$26.19	
11	\$24.55	\$25.50	\$26.45	
12	\$24.79	\$25.75	\$26.71	
13	\$25.03	\$26.00	\$26.97	
14	\$25.27	\$26.25	\$27.23	
15	\$25.51	\$26.50	\$27.49	
16	\$25.75	\$26.75	\$27.75	
17	\$25.99	\$27.00	\$28.01	
18	\$26.23	\$27.25	\$28.27	
19	\$26.47	\$27.50	\$28.53	
20	\$26.71	\$27.75	\$28.79	
21	\$26.95	\$28.00	\$29.05	
22	\$27.19	\$28.25	\$29.31	
23	\$27.43	\$28.50	\$29.57	
24	\$27.67	\$28.75	\$29.83	
25	\$27.91	\$29.00	\$30.09	
26	\$28.15	\$29.25	\$30.35	
27	\$28.39	\$29.50	\$30.61	
28	\$28.63	\$29.75	\$30.87	
29	\$28.87	\$30.00	\$31.13	
30	\$29.11	\$30.25	\$31.39	
31	\$29.35	\$30.50	\$31.65	
32	\$29.59	\$30.75	\$31.91	
33	\$29.83	\$31.00	\$32.17	
34	\$30.07	\$31.25	\$32.43	
35	\$30.31	\$31.50	\$32.69	
36	\$30.55	\$31.75	\$32.95	
37	\$30.79	\$32.00	\$33.21	
38	\$31.03	\$32.25	\$33.47	
39	\$31.27	\$32.50	\$33.73	
40	\$31.51	\$32.75	\$33.99	
41	\$31.75	\$33.00	\$34.25	
42	\$31.99	\$33.25	\$34.51	
43	\$32.23	\$33.50	\$34.77	
44	\$32.47	\$33.75	\$35.03	
45	\$32.71	\$34.00	\$35.29	
46	\$32.95	\$34.25	\$35.55	
47	\$33.19	\$34.50	\$35.81	
48	\$33.43	\$34.75	\$36.07	
49	\$33.67	\$35.00	\$36.33	

**AGREEMENT**

**WORKING CONDITIONS AND WAGE SCHEDULE**

**BETWEEN**

**BOARD OF EDUCATION, DISTRICT #61**

**DECATUR, ILLINOIS**

**AND**

**DECATUR EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

**JULY 1, 2025 – JUNE 30, 2028**



## Table of Contents

PREAMBLE .....	1
ARTICLE I: RECOGNITION .....	1
ARTICLE II: RIGHTS AND RESPONSIBILITIES .....	1
ARTICLE III: WORKING CONDITIONS.....	2
ARTICLE IV: PERFORMANCE OF DUTIES, DISCHARGE AND SUSPENSION .....	4
ARTICLE V: GRIEVANCE PROCEDURE .....	5
ARTICLE VI: VACATIONS AND HOLIDAYS .....	7
ARTICLE VII: SHORT TERM LEAVES .....	9
ARTICLE VIII: EXTENDED LEAVES OF ABSENCE .....	12
ARTICLE IX: COMPENSATION AND INSURANCE .....	15
ARTICLE X: SUMMER EMPLOYMENT .....	18
ARTICLE XI: PROMOTIONS, VACANCIES, TRANSFERS AND POSITION ELIMINATIONS .....	18
ARTICLE XII: EVALUATION .....	21
ARTICLE XIII: MISCELLANEOUS PROVISIONS .....	21
ARTICLE XIV: LIMITATIONS.....	23
ARTICLE XV: MODIFICATION AND WAIVER .....	24
APPENDIX .....	25
CLASSIFICATION SCHEDULE.....	26

## **PREAMBLE**

This Agreement, developed and agreed to by the Board of Education for School District No. 61, Decatur, Illinois, and the Decatur Educational Support Personnel Association shall take effect on the first day of July 2025, and continue in effect through June 30, 2028, and shall continue from year to year unless either party notifies the other in writing ninety (90) days prior to expiration of their desire to change, alter, or modify the contents of the Agreement. Both parties shall meet at least thirty (30) days prior to the expiration of the Agreement to discuss the proposed revisions. Any changes or additions to the Agreement shall, when agreed upon, be incorporated in the Agreement.

## **ARTICLE I: RECOGNITION**

- A. The Board of Education for School District No. 61, Decatur, Illinois, hereinafter referred to as the "Board" recognizes the Decatur Educational Support Personnel Association, hereinafter referred to as the "Association", as the representative of all educational office personnel except confidential employees as defined by the Illinois Public Labor Relations Act, employed in the Decatur Public Schools for the purpose of negotiation of wages, hours, and conditions of employment.
- B. Both the Board and the Association agree that each employee has the right to join or not to join any organization for his/her professional or economic improvement.
- C. All benefits, rights, and responsibilities provided by this Agreement shall apply equally to all educational office personnel covered by this Agreement.

## **ARTICLE II: RIGHTS AND RESPONSIBILITIES**

### **A. Association Business**

- 1. Authorized association representatives shall be granted time to attend state or national association meetings or attend to other business of the local association, provided that the amount of time so taken does not exceed twenty (20) days per year.
- 2. The Board of Education shall allocate \$500 for DESPA members to attend state conventions and/or local workshops.

### **B. Mail Service**

The Association shall have the right to use the District e-mail service, District mail service and mail boxes for communications to members of the bargaining unit. No postage shall be paid by the Board for the Associations' communications.

### **C. Use of the Building Facilities**

The Association shall have the right to use school building facilities at any time for official Association meetings. The Association may request the use of school building facilities for general membership meetings or other Association purposes and such requests will be handled in the same manner as all other requests received by the Board for use of District facilities except that charges for use of District facilities will be

limited to custodial and maintenance costs when the purpose of such use is an official Association general membership meeting and custodial/maintenance costs exceed those costs normally incurred on any respective day.

D. Board Packets

The Board of Education shall email the President of DESPA or DESPA designee when the board packet has been posted online.

E. Committees

DESPA shall have the right to inquire about membership on committees. DESPA shall be afforded a seat on committees involved in hiring of building level administrators. District level administrator hiring committees shall be staffed at the discretion of the board of education, but such discretion shall not preclude DESPA from asking to be included. DESPA shall have the right to identify other committees in which it desires to be included on a regular and ongoing basis.

### **ARTICLE III: WORKING CONDITIONS**

A. Work Year

The work year for all educational office employees shall be as indicated on Schedule B, Classification of Educational Office Personnel.

B. Work Day

1. DESPA employees shall clock in and out using district provided timeclocks and devices only unless approved by the employee's direct supervisor. Employees are not permitted to clock in and out using a mobile app. Only those members of DESPA who have approval to clock in and out using a mobile app or non-district device shall utilize those means.
2. The working hours of office employees shall be nine (9) hours - eight (8) hours on duty and one (1) hour for lunch - as scheduled by the immediate supervisor.
3. Upon approval of the immediate supervisor, the working hours for educational office personnel may be adjusted to reflect a one-half hour lunch period.
4. Any part-time secretary substituting for a full-time secretary should do so at his/her (part-time) secretary rate.
5. All employees shall be allowed one (1) fifteen-minute break in the morning and one (1) fifteen minute break in the afternoon. Coverage of the DESPA employee during breaks is the responsibility of the immediate supervisor.
6. Work days for office employees include all weekdays, except those designated as District-approved hours, or district designated holidays in Article VI of this Agreement, and includes days of teachers' institutes.
7. Any regularly scheduled school days when students and teachers are not in attendance in the building due to unusual circumstances, such as weather conditions, shall be considered a working day. Employees will have the option of

working, using a vacation day, using a personal leave day, using a sick leave day, or taking the day off without pay unless the employee's work supervisor approves another option.

8. For student registration days, the following shall apply:

- a. No more than two (2) in-person registration days with hours outside the normal workday shall be scheduled. Employees who work hours which are outside the normal workday during the registration days shall be allowed to choose from the following: overtime pay during the additional hours or flexing their daily schedule on the same registration day.
- b. In-person registration days which extend beyond normal working hours shall be set by administration with input from DESPA and when principal's secretary, assistant principal's secretary and small learning community secretaries are on duty.
- c. Administration must be present in each building during in-person registration days which extend beyond normal working hours.
- d. No more than two (2) in-person registration days with hours outside the normal workday shall be scheduled.
- e. Category A may be called in for extra hours to provide additional support on days in which in-person registration occurs beyond normal work hours.
  - i. Staff members in Category A that may be called in shall be called in according to seniority within that work location.

C. Retirement

1. The ending date for terminating employees shall be to include unused vacation days and included in unused vacation days shall be a proration of vacation (rounded to the nearest one-half day) earned in the fiscal year of termination. Vacation entitlement shall be based on the number of days added to the employee's record on the previous June 30. Terminating employees who have taken more vacation days than entitled shall reimburse the Board for the number of vacation days taken but not due them.

D. Protection of Employees

All employees shall be protected against any harassment, interference, language or badgering by any group or individual on the District premises. It shall be the responsibility of the Supervisor and/or the Superintendent of Schools to take whatever actions are deemed necessary to provide employees adequate protection in such situations, including but not limited to enforcement of building security. This does not preclude the responsibility of the employees to work with parents or guardians in resolving school problems.

The general policy, subject to emergency exceptions, shall be that no action against an employee may be taken on a complaint by a parent of a student or by a student, unless such proposed action is first reported in writing to such employee affected thereby and the employee is given an opportunity for a hearing before a representative of the Board concerning the complaint and action proposed to be taken thereon.

E. Surveillance

The purpose of surveillance equipment is to secure the buildings. The purpose of surveillance equipment is not to evaluate the performance of employees or to monitor their behavior or conduct. If the review of data inadvertently reveals alleged incidents of employee misconduct, the employee and the Association will be notified if the District intends to investigate the alleged employee misconduct incident. Such notification will be in writing. The Association or Employee's representative may review the data depicting the alleged employee misconduct.

F. Collection and Handling of Money

1. Any building secretary required to collect money shall be provided with receipt books and a secure location to lock all money collected.
2. Any time cash is being collected from the originator of the funds, the originator and secretary shall count and cosign for the collected cash at the time the money is submitted to the secretary. The originator shall not drop off funds with the secretary without counting the funds and cosigning.

**ARTICLE IV: PERFORMANCE OF DUTIES, DISCHARGE AND SUSPENSION**

A. Performance of Duties

It is hereby agreed that all staff members covered by this Agreement shall comply with all working rules and perform in a satisfactory manner the job related duties assigned and in the manner prescribed by their supervisors.

B. Discipline

1. Pre-Disciplinary Meeting

When the Board is contemplating administering discipline, a pre-disciplinary fact finding meeting will be held.

2. Notice

The employee and the Association will be given 3 work days (which are days the District is open for business) prior written notice of the scheduled meeting, except in cases of extreme emergency. Such notice shall contain the reason, date, time and location of the meeting, and shall inform the employee of his/her right to DESPA representation. An agenda listing the reasons for such a meeting shall accompany this written notice. Every employee has the right to have criticisms, disciplinary meetings and reprimands held in private.

C. Discharge/Suspension

1. Prior to the implementation of discipline, the supervisor shall discuss the incident with the employee. The principles of progressive discipline shall apply to incidents of remediable misconduct. The purpose of utilizing progressive discipline is to correct employee deficiencies. In cases of remediable misconduct, disciplinary action shall generally begin with an oral warning for the first incident and move through

subsequent steps as necessary. The normal progressive disciplinary sequence shall be as follows:

- I. Oral warning
- II. Written warning
- III. Suspension without pay
- IV. Discharge

In instances of irremediable conduct by the employee, or in the case of serious remediable conduct by the employee, a more serious disciplinary consequence may be selected (that is, for example, a suspension without pay may be imposed without a prior written warning or a written warning may be imposed without a prior oral warning). In no case may a discharge occur without progressive discipline unless the conduct leading to the discharge is irremediable.

2. The Board at its option, may suspend without pay rather than discharge an employee if in its opinion the situation warrants such action. The maximum period of such suspension shall be ninety (90) working days. In determining whether an employee should be discharged or suspended, the Board will consider the staff member's employment record, the nature of the offense and any other pertinent information, and their decision shall be final.
3. The suspension or discharge of an employee will be handled in the following manner.
  - a.) When the Board or its representative determines to suspend or discharge an employee, the employee shall be told the reason for the action and given an opportunity to reply to the charges. Notice of either suspension or discharge will be given in writing before the employee departs the premises of Decatur Public Schools.
  - b.) If the employee feels he/she has been dealt with unjustly and a hearing is desired, he/she shall proceed according to the grievance procedure.
  - c.) If it is found that the employee has been dealt with in an unjust manner, the Board will reinstate the employee in his/her job with all former rights and benefits restored, and will pay the employee all loss of earnings.

## **ARTICLE V: GRIEVANCE PROCEDURE**

- A. Definition - A grievance shall mean a written complaint by an employee, a group of employees or the Association that there has been an alleged violation, misinterpretation, or misapplication of the agreement.
- B. Constraints - Any investigation or other handling or processing of any grievances by the grievant or the Association shall be conducted so as to result in no interference with or interruption whatsoever of the instruction program and related work activities of the grievant or of the District's employees.
- C. General Provisions

1. No employee at any stage of the grievance procedure will be required to meet with any administrator or supervisor without an Association representative.
2. Any employee who participates in the grievance procedure shall not be subject to disciplinary action or reprisal because of such participation.
3. The employee or his/her Association representative has the right to be present at all hearings and meetings concerning his/her grievance.
4. In any instance where the Association is not representing the grievant, the administrator or supervisor receiving the grievance or making the decision shall notify the Association in writing of all meetings, hearings, and the resolution at any level. Any agreement made between the administrator and/or supervisor with the member shall be in accordance with the mutually agreed to agreement between the Board and DESPA.
5. A grievance may be initiated and/or conducted by:
  - a. an employee on his/her own behalf
  - b. an employee accompanied by an Association representative
  - c. an Association representative at the employee's request
  - d. the Association
  - e. group of employees
6. All time limits may be extended by mutual agreement between the parties.
7. Grievance procedure - Personnel File: All records related to a grievance shall be filed separately from the personnel file of the employee.

D. Procedure for Adjustment of Grievances

Informal Conference - Within ten (10) days of when the grievant knew or should have known of the occurrence of the event which first gave rise to the grievance, a complaint shall first be discussed with the object of resolving the matter informally. In the event the matter is resolved informally and an Association representative was not present at the adjustment of the complaint, the supervisor shall inform the DESPA President or DESPA Designee of the adjustment.

For the purposes of this article "work day" shall be defined as days that the District Office is open.

Step One:

In the event the matter is not resolved informally, the grievant or the Association shall present a written statement on a form of the alleged violation to the principal or other appropriate supervisor within ten (10) days of the informal conference. The supervisor shall, within ten (10) school days of the receipt of the grievance confer with the grievant

and/or his/her Association representative to try to resolve the grievance. Within ten (10) school days after the completion of the conference, the supervisor shall give his/her written decision. A copy of the decision shall be given to the Association.

Step Two:

In the event that the grievance has not been resolved in the first step, the Association or the grievant may file an appeal to the Superintendent or his/her designee. The appeal shall be made within ten (10) school days after the receipt of the supervisor's decision. Within ten (10) school days of the receipt of the appeal, the Superintendent or his/her designee shall confer with the Association and the grievant in an effort to resolve the grievance. The Superintendent, within ten (10) school days following the conference shall file his/her written decision with the grievant and the Association.

Step Three:

Within thirty (30) school days after receiving the decision of the Superintendent or his/her designee, the Association may submit the grievance to binding arbitration of the American Arbitration Association (AAA). The arbitrator shall follow the standard rules of the AAA. The Board and the grievant shall share equally the arbitrator's fees and the court reporter's expenses.

## **ARTICLE VI: VACATIONS AND HOLIDAYS**

### **A. Vacations**

1. Staff members in the District, who work 20 or more hours per week, shall be entitled to a vacation with pay in accordance with the following schedule and Classification Schedule:

Days of Vacation Entitlement by Classification

	<u>B (261), C</u>	<u>B(220)</u>	<u>A</u>
One to Three	12	10	9
Four to Five	14	11	10
Six to Ten	17	15	13
Eleven or More	22	19	18

Vacation will be allotted on July 1 of the current fiscal year.

2. Staff members employed on or before September 1 shall be considered as having one (1) year of service as of June 30. Staff members hired after September 1 shall receive a prorated vacation entitlement.
3. After a full year of employment with District No. 61, a staff member who voluntarily terminates his/her employment, retires, or is terminated because of the elimination of his/her position shall receive a prorated vacation entitlement. Employees who are discharged shall receive no vacation entitlement and employees who are suspended shall receive no vacation entitlement for the period of their suspension. Employees



reemployed within six (6) months following termination due to elimination of position, shall receive vacation entitlement held prior to termination.

4. An employee must have worked a minimum of sixty (60) percent of his/her scheduled work days or have been paid accrued benefits in the preceding fiscal year in order to be eligible for any vacation.
5. Full-time staff members may take their vacation at any time during the year subject to the approval of their supervisor. Payment for unused accumulated vacation time upon separation from employment shall be made no sooner than 30 days following such separation. It is the parties' intent that such payment shall be sheltered from and against IMRF contribution.
  - a. A maximum of ten (10) vacation days may be carried forward to the following year.
  - b. Unused vacation days in excess of the above ten (10) days will be added to the employee's accumulated sick leave on July 1.
6. DESPA employees who are 261 days are highly encouraged to use their benefit time during breaks, Christmas and Spring Break. It is understood that during breaks (Christmas & Spring), employees in Classifications A and B (190, 200 and 220 days) should not be scheduled to work. Those employees shall use accrued vacation for that time. Employees may reserve as many as two (2) vacation days for future breaks and instead elect to take unpaid days. It is understood that if the employee has exhausted all accrued vacation, the employee has personal days she/he may elects to use. If the employee is requested to work by administration during the breaks, the employee and his/her administrator will forward the request in advance to the HR Director. The HR Director will give a written list of those approved to work over breaks to the DESPA President or designee within two weeks after each break.

#### B. Holidays

1. Office employees, who work 20 or more hours per week, shall have the following days off duty with pay:
  - a.) Independence Day  
Labor Day  
Indigenous Peoples' Day  
Veterans Day  
Pulaski Day  
Martin Luther King Jr.'s Birthday  
President's Day  
Spring Break Day – Friday before Easter  
Memorial Day  
Juneteenth  
Thanksgiving Day  
Friday after Thanksgiving  
December 24  
Christmas Day  
New Year's Day

- b.) No member of the bargaining unit shall be required to work on legal holidays unless an emergency or continuous operation and maintenance of school facilities requires his/her attendance.

If any of the above legal holidays ceases to be a legal holiday, employees shall not have that day off duty with pay, but one day's time will be added to vacation eligibility.

2. Persons working twenty (20) hours or more a week, but less than full time, will receive holiday pay for days off that fall within their work year.
3. If a holiday is not observed in accordance with the legal holiday date or falls on a Saturday or Sunday, the observance will be scheduled on an alternate date.
4. An employee must be in pay status the day before and the day after a holiday to be paid for the holiday. If ill the day before or after a holiday, the employee must have and use benefit time in order to be paid for the holiday. If an inclement weather/e-learning day occurs immediately prior to or after a holiday, the employee's pay status for holiday pay shall not be based upon the inclement weather day (pay status shall be based upon the day prior to or after the inclement weather/e-learning day).
5. If a staff member takes a religious holiday, other than those included in the list of approved holidays noted in paragraph one (1) above, the absence shall be considered time off without pay unless the staff member elects to have it charged against his/her vacation.

## **ARTICLE VII: SHORT TERM LEAVES**

### **A. Sick Leave**

1. Sick leave without loss of pay shall be credited annually to each office employee who works 20 or more hours per week on the first day of each fiscal year in accordance with the following schedule:

#### **Days of Sick Leave Entitlement by Classification**

<u>Classification of Employment</u>	<u>Days Per Year</u>
B2, C2, C3, D	16
C1	14
A2, B1	13

2. Absences for Sick Leave shall be allowed under accrued sick leave. Sick leave shall include the adoption of a child, quarantine, serious illness, (includes mental health, alcoholism, and drug abuse) death or illness in the immediate family or household.\* (Immediate family shall include wife, husband, child, father, mother, sister, brother, grandparent, grandchild, daughter-in-law, son-in-law of the employee; and father, mother, sister, or brother of spouse of the employee; step-mother, step-father, step-sister, step-brother of the employee or spouse of the employee; or persons in loco parentis of employee.) \* Anyone residing in the home more than six (6) months of the calendar year.

3. A doctor's statement shall be required for all absences due to quarantine or serious illness (includes mental health, alcoholism, and drug abuse) in the immediate family.
4. Employees hired after the fiscal year begins shall be credited with the prorated number of sick leave days rounded off to the nearest one-half (1/2) day.
5. A doctor's statement may be required for personal illness charged against sick leave. If personal illness is claimed, a doctor's statement may be required after an employee has been absent three (3) consecutive days. The employee is responsible for obtaining the doctor's statement. A doctor's statement may be required in certain other cases by the School District where the absence of the employee is less than three consecutive days. In this case, the cost of obtaining this certificate shall be borne by the District and the District may require in this instance the employee to see a doctor of its own choosing. If an employee is absent for serious illness (includes mental health, alcoholism, and drug abuse) or for hospitalization, a doctor's release for regular duties must be presented before returning to work.
6. Official records of sick leave entitlement and use will be maintained in hours. The hours of sick leave entitlement will be calculated by multiplying the number of days of entitlement by the number of hours in the staff member's work day. Sick leave may be used in increments of .25, .5, and .75 hours.
7. Employees may accumulate 1920 hours (240 days) of sick leave or the maximum credit amount allowed by IMRF if greater.
8. Accumulated sick leave shall automatically terminate on the date that a staff member's employment terminates. Employees reemployed within one calendar year, following termination due to elimination of position, shall receive sick leave entitlement held prior to termination.
9. With the consent and on the conditions set forth by their immediate supervisor, full-time employees released by their doctors only for part-time work may return from sick leave and work part-time until their doctors release them for full-time work.

B. Personal Day

1. Staff members will be permitted three (3) personal leave days annually, with such to be deducted from sick leave entitlement. Personal leave may be used in increments of one (1) hour.
2. A request for personal leave (no reason need be stated) must be submitted via the district's absence management system in advance of taking the leave. DESPA members will make every effort to provide sufficient prior notice in order to allow administration to find coverage as needed.
3. Personal leave days may not be taken during the first five (5) days and the last five (5) days of school. Exceptions to this shall include emergencies, religious holidays, and times when the staff member or his/her immediate family is personally involved in a court case, graduation exercise, or an honor convocation.

4. Personal leave days may be used before or after a holiday under the following conditions:
  - a. Not more than one secretary per immediate supervisor may utilize said leave for each holiday.
  - b. Five (5) days notice via the district's absence management system must be given, unless the immediate supervisor agrees to waive the five (5) days.

#### C. Funeral Leave

1. Absences for attendance at funerals shall be allowed under accrued sick leave provided such absence does not exceed the date of the funeral and reasonable travel time.
2. If a staff member is requested to serve as a pallbearer and, to do so, must be absent from work, the absence shall be considered time off without pay unless the staff member elects to have it charged against accrued sick leave.
3. An employee wishing to attend the funeral of a currently enrolled student or a current staff member will not be charged a sick day to attend the funeral. Arrangements can be made with the supervisor and with the cooperation of other employees to cover the responsibilities of the employee allowed to attend. Arrangements are acceptable provided they do not require a full day of absence or the hiring of a substitute.

#### D. Disability Benefits

1. An employee participating in the Illinois Municipal Retirement Fund, after employment of one (1) year, is eligible for disability benefits. These benefits shall begin on the 31st day after the illness or absence began or, if the employee has accumulated sick leave of over thirty (30) days. Employee can use temporary benefits on the 31st day off without exhausting sick leave benefits. This is the employee's option.
2. Sick leave benefits available to employees are to be coordinated with benefits which an employee receives under Worker's Compensation. If an employee eligible to receive sick leave is injured in the course of employment and receives disability benefits under Worker's Compensation the employee shall receive from Decatur Public School District #61 the difference between the Worker's Compensation benefits and the wages or salary to which the employee is entitled under the Decatur Public School District #61 leave program. The accumulated sick leave of the employee shall be reduced proportionately based upon the compensation remitted by the Decatur Public School District #61.

Pro-rated sick leave shall be available to the employee only to the extent that an employee has accumulated sick leave days, so that an employee shall receive full pay upon days which an employee is unable to work due to work-related injury or illness, but in no instance will an employee be entitled to a combination of sick leave benefits and Worker's Compensation benefits in excess of the employee's regular pay. In no event will an employee be entitled to sick leave benefits beyond the accumulation of sick leave days of that employee. An employee on Worker's

Compensation may waive sick leave pay, in which case the employee shall not be charged with sick leave use.

E. Accident of Employees

1. When an accidental injury occurs, such accidental injury shall be immediately referred to a certified medical doctor.
2. Employees may select a physician of their own choosing.
3. Worker's Compensation, as required by law, is provided all employees. It provides first aid, medical and surgical services, and compensation for periods of disablement, in case of the on-the-job accidental injury while an employee is engaged in official district business. Worker's Compensation shall be administered by a provider under contract with the Board.

F. Parental and Bereavement Leave

In addition to any benefits provided within this collective bargaining agreement, DESPA members shall be entitled to parental and bereavement leave in accordance with state and federal statutes. These statutory benefits would not be subject to the grievance process, which process is waived for these purposes.

**ARTICLE VIII: EXTENDED LEAVES OF ABSENCE**

A. The following conditions shall apply to all extended leaves of absence unless otherwise indicated:

1. Requests for leave shall be in writing to the Director of Human Resources.
2. Eligibility shall be based on a minimum of two (2) full terms of continuous employment in the Decatur District.
3. Leaves shall be limited to one year effective as of the date of the leave. Further extension shall be at the discretion of the Board.
4. Leaves shall be without pay.
5. Salary increments shall not accrue during leave.
6. Sick leave days shall not accrue during leave.
7. Accrued benefits earned at the time the leave begins shall be retained. Accrued benefits shall be defined to mean accumulated sick leave, and placement on the salary schedule (staff member retains full salary placement credit to which staff member was entitled at the time the leave was granted.)
8. Employees who are absent due to illness reasons, including those employees who subsequently receive temporary disability benefits or accidental disability benefits from District 61 affiliated retirement programs, will have their health and life insurance coverage continued at Board expense for the period they are receiving

sick leave benefits from the Board and for a period up to six months from the date sick leave is exhausted.

9. Employees covered under the Board's group health insurance policy who are on authorized leave of absence for reasons other than illness, including child rearing, may continue to be covered by this insurance for a period as provided under COBRA, providing the employee pays the monthly premium in advance. A waiver of participation must be signed by employees going on leave who do not desire to continue their coverage, and such person must meet medical requirements of the insurance company to again qualify for insurance coverage under the Board's group policy.
10. The Board may request a staff member on leave to furnish a statement from a physician or a psychiatrist indicating whether or not the staff member is capable of returning to work.
11. Written notice of intention to either return or resign shall be given to the Director of Human Resources no less than sixty (60) days prior to the expiration of the leave. Failure to furnish such written notice shall constitute a notice of resignation.
12. Reemployment during the school year shall be at the discretion of the Board.
13. Staff members who are granted leave of absence cannot be assured of placement in the same position when they return. The best possible assignment, however, shall be made within the existing vacancies.

#### B. Authorized Leaves

##### 1. Child Rearing Leave

Staff members who are expectant mothers shall upon request, be granted child rearing leave.

##### 2. Adoption Leave/Foster Care Leave

Staff members shall, upon request, be granted a leave of absence for the adoption of a child.

##### 3. Detached Service Leave

Staff members shall, upon request, be granted a leave of absence for detached service to work for an educational institution, a foundation, or an official government agency, or the State or National affiliate of the local Union.

##### 4. Extended Illness Leave

Staff members whose serious health condition extends beyond the period compensated under Section VII of this document will be granted a leave of absence until such time as a physician certifies the staff member is capable of returning to work or starts receiving disability benefits under the IMRF. In no case shall extended illness leave extend beyond one (1) calendar year. Personal illness would include mental health, alcoholism, and drug abuse.

## 5. Family Hardship Leave

Staff members shall, upon request, be granted a leave of absence for the purpose of caring for a sick member of his/her family. A written statement of need from a physician shall accompany the request.

## 6. Military Leave

Staff members required to serve in the armed forces of the United States shall be granted a leave of absence without pay for the period in the service. Time spent in the armed forces shall be credited to their years of experience on the salary schedule upon their return to the school system. Staff members will not suffer any seniority loss.

## 7. Study Leave

Employees shall, upon request, be granted a leave of absence for study designed to improve their competencies.

## 8. General Leave

Employees may, upon request, be granted a leave of absence for such purposes as deemed appropriate by the Superintendent.

## 9. Family and Medical Leave Act (FMLA)

All full-time and part-time employees shall be eligible for up to 12 weeks per year of FMLA for the following reasons:

- birth and care of the newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- to take medical leave when the employee is unable to work because of a serious health condition
- including any amendments.

During the family and medical leave period, the District shall continue to pay the health insurance premium set forth in the collective bargaining agreement. Employees shall not be required to use family and medical leave prior to, instead of, or simultaneously with any accrued leave. The employee shall have the option to make use of family and medical leave or any other contractual leave. The 12 months/1250 hours used in determining eligibility will be the 12 months/1250 hours. Eligible employees may use unpaid family and medical leave, guaranteed by the Federal Family and Medical Leave Act, for up to a combined total of 12 weeks in any rolling 12-month period. Following the leave period, the employee shall be reinstated to his/her previous position or an equivalent position. All seniority, benefits, sick leave, vacation leave, etc. will continue to accrue during the time an employee is utilizing FMLA. Employees may use this leave intermittently up to 12 weeks.

## **ARTICLE IX: COMPENSATION AND INSURANCE**

### **A. Compensation**

1. Educational office personnel for the Decatur Public Schools shall be paid in accordance with and work under the conditions set forth in this agreement. Wage rates of all employees covered by this agreement are set forth in Schedule A which is attached hereto and made a part hereto.
2. No changes or additions in existing classification or positions will be made without prior notification to the DESPA represented by the Bargaining Committee. Classifications of all educational office personnel covered by this Agreement are set forth in Schedule B of the Appendix which is attached hereto and made a part hereof.

### **B. Overtime**

1. Any overtime work must be offered to the full-time secretary and not to a part-time or temporary employee. If overtime is offered to full-time secretaries, it should be offered to the full-time on duty secretary whose job description or normal responsibilities most closely align to the overtime work offered first. If the overtime is not desired by the full-time secretary, the overtime should be offered to other full time secretaries in the building or department in the order of seniority. If no full-time secretaries accept the overtime opportunity, then the part-time or temporary employee working in the designated building or department may be offered the extra time.
2. Compensation for authorized overtime is one and one-half times the regular hourly rate shown on Schedule A. There shall be no overtime except that authorized by the immediate supervisor. No overtime shall be paid unless the employee is in paid status for forty (40) hours during the pay week. Paid status shall include pay for holidays, but not pay for use of accumulated leave.
3. Overtime work performed on Saturday shall be paid at time and one-half the respective hourly rate. Overtime work performed on Sunday shall be paid at twice the respective hourly rate, only if overtime work has been performed on Saturday (the day before) at time and one-half respective hourly rate. Overtime work will not be performed on Sunday unless it is an emergency.
4. Overtime work performed on a holiday as listed in Article VI-B, 1, or as declared by the Board shall be paid at the rate of time and one-half in addition to holiday pay.
5. Compensatory Time Off: Employees who work extra hours may receive, with the agreement of the employee and the supervisor, time off at a future date in lieu of overtime pay. Compensatory time off will be at the same rate that would be paid for overtime. The compensatory time off is one and one-half times the number of overtime hours worked.

### **C. Insurance**



1. The Board of Education will continue to provide for each employee the health insurance plan in effect for other groups included in the health insurance negotiations committee.
  - a. Employees who work six (6) or more hours per day and five (5) days per week will have an insurance policy covering hospital and medical costs. Health insurance coverage for the family of staff members will be on an optional basis.
  - b. Any employee working less than 30 hours a week, but 20 or more hours per week, will be provided the same coverage if they wish to pay one-half of the premium.
  - c. In the event insurance coverage is revised or premiums change during the annual renewal, the coverage will include the same subsidy as provided to other groups in the health insurance negotiations committee.
  - d. The employee paid portion of the premium shall be sheltered under Section 125 of the Internal Revenue Code.
  - e. The insurance payments shall be taken out over twenty-four (24) pays for twelve-month employees and eighteen (18) pays for less than twelve-month employees.
  - f. There shall be at least one open enrollment period each year.
  - g. Prescription cards will be made available to each employee who is receiving health and medical coverage through the health insurance plan. Employees should direct any questions or concerns to the business office.
2. The health and medical insurance coverage which is presently in effect will be on an optional basis for the DESPA employee who retires from the Decatur School District.
  - a. Retirees who opt to participate in the employee group health insurance plan will pay the entire annual premium imposed by the insurance carrier. Coverage will end when the retiree reaches the age of 65.
  - b. Health insurance for the family of the retiree will be on an optional basis for those who had family insurance upon retirement. Retirees who opt for this coverage will pay the entire premium. Coverage will end when the retiree or dependent reaches Medicare coverage age.

1. Insurance Changes

If the District Insurance Committee considers any change to insurance, during the term of this contract or between contracts, the Insurance Committee and the Board will reduce to writing any proposed changes. Decision making shall be made through 80% agreement of voting members of the District Insurance Committee. DESPA shall be entitled to one vote for each one hundred DESPA members or portion thereof. It is understood that DESPA shall have a minimum of one representative on the Insurance Committee. Any member may send a

proxy to vote, and voting shall be limited to one vote per member present. Upon ratification of DEA membership, the proposed changes will be taken to the Board for approval.

2. The health and medical insurance coverage which is presently in effect will be on an optional basis for IMRF-eligible employees who retire from the Decatur School District. Retirees who opt to participate in the employee group health insurance plan will pay the entire annual premium. Coverage will end when the retiree reaches the age of sixty-five (65).
3. The Board will provide for each full-time office employee term life insurance in the amount of \$100,000 at no cost to the employee.
4. The Board shall indemnify and protect office employees against any loss of, damage to, or destruction of the office employee's personal property as a result of assault and/or battery committed against them while working within their scope of employment and said assault and/or battery to be without legal justification.
5. Optional Additional Plans

The following options are available (annually, during open enrollment) to employees of Decatur School District No. 61. Employees should direct any questions or concerns to the District Business Office.

a. Dependent Care Assistance Plan

This plan will enable each participant to elect to receive payments of reimbursement of his/her dependent care expenses that are excludable from the participant's gross income under Section 129 of the Code.

b. Medical Reimbursement Plan

This plan enables each participant to elect to receive payments of reimbursements of his/her medical care expenses that are excludable from the participant's gross income under Section 105(b) of the Code.

c. Volunteer Dental Plan

This volunteer Dental Plan will enable each employee to participate in a group dental plan.

D. Retirement Contribution

Staff members who participate in the Illinois Municipal Retirement Fund will be granted an increase in gross earnings according to the following schedule:

<u>Years of District Experience</u>	<u>Percentage</u>
15-17	0.5%
18	1.0%
19	1.5%
20	2.0%

21	2.5%
22	3.0%
23	3.5%
24	4.0%
25	4.5%

## **ARTICLE X: SUMMER EMPLOYMENT**

### **A. Applications**

Clerical staff members employed less than fifty-two (52) weeks may request consideration for summer employment by submitting a letter to the Director of Human Resources. DESPA members who are employed in the summer will be paid holidays that occur during their summer work schedule. An employee must be in pay status the day before and the day after a holiday to be paid for the holiday. If ill the day before or after a holiday, the employee must have and use benefit time in order to be paid for the holiday.

### **B. Selection**

The selection of staff members for summer employment shall be on the basis of ability, skills, and years of service in the District. Clerical staff members employed less than fifty-two (52) weeks shall be given priority for summer clerical positions such as Summer School, textbook repair, summer substitutes, etc.

### **C. Compensation**

Educational office personnel selected for clerical summer employment shall be no less than their normal rate of pay. However, summer employment shall not increase the number of vacation days or sick leave days to which the employee is entitled.

## **ARTICLE XI: PROMOTIONS, VACANCIES, TRANSFERS AND POSITION ELIMINATIONS**

### **A. Vacancies**

1. Information regarding educational office personnel positions which are available, either through creation or vacancy, shall be publicized to the staff. Notices of vacancies will include current description of work, classification of the job, and prerequisite qualifications needed for application, including specific training and experience.
2. All position vacancies, including temporary positions expected to last a minimum of eight (8) consecutive weeks, shall be posted for bid. A minimum of ten (10) working days shall be allowed for submission of applications.
3. Vacancies occurring within the bargaining unit, including newly created positions, shall be posted within (10) working days of receiving notification of intent to vacate the position. The names of all applicants for the position are to be forwarded to the appropriate administrator. All interviews shall be held within ten (10) working days of the expiration of the posting period. If the interviews provide acceptable candidates, the recommendation for hire shall be submitted within ten (10) working

days following the final interview. If no applications are received for the position, it shall be reposted within (10) working days. If no applications are received or no acceptable applicants apply, the employee vacating the position will not be held in said position longer than ten (10) working days. Within ten (10) working days following the interview of any Association applicant, that association applicant will receive written notification of the outcome of the interview.

4. Staff members may apply for any vacancy by District application process. Other than situations covered by C. Position Eliminations, all staff members shall be interviewed and given consideration before any applicant is appointed to the position.
  - a. A staff member who interviewed and was not selected may request a reason for the non-selection. The Director of Human Resources shall inform the staff member, in writing, of the reason.
5. In filling vacancies the Board agrees to give due consideration to the ability, skills, length of service and other relevant factors of all applicants.
6. Staff members selected to fill vacancies at either the same or different classification shall retain their years of experience.
7. The Association shall be involved in the process to create any new position.

#### B. Involuntary Transfers

The Board may transfer or reassign staff member when necessary to best utilize the staff or when it considers such transfer or reassignment to be in the best interest of the District. Before a transfer is made, the Director of Human Resources shall provide both the affected employee and the association written notice of the proposed transfer. In requesting transfers or reassignments the Board agrees to give due consideration to the ability, skills, length of service and other relevant factors of all employees. The administration shall consult with the staff member before a unilateral transfer is made. If the Board transfers or reassigns a staff member to a position falling in a lower pay grade than the one he/she presently holds, he/she shall continue to be compensated in accordance with his/her old pay grade for a period of one year or until such time as he/she may apply for and obtain a position of equal or higher pay grade, whichever comes sooner.

An employee assigned involuntarily to a new position will be provided appropriate training to perform duties assigned. In the event of an involuntary transfer, the DESPA member will be granted a meeting upon request with the appropriate Administrator and may also request an Association representative be in attendance.

#### C. Position Eliminations

1. When buildings are closed or positions are eliminated, staff members in these buildings and positions retain a position in their classification.

Classification A;

Classification B;

Classification C.

The lay-off will occur beginning with the employee with the least amount of longevity in that classification subgroup. Bumping is respected exclusively within a Classification subgroup, and not across subgroups.

2. An employee displaced (but not RIF'd) as the result of a position being eliminated, that employee will be placed in a vacant position within the same classification and number of days. If no vacancy exists, the employee with the least amount of longevity in that classification subgroup will be RIF'd and the displaced employee will move into that position.
3. Recall will occur in the reverse order of layoff within classification and days worked.
4. If it becomes necessary to close buildings or eliminate positions, the employees in these buildings and positions and those employees with the least amount of service in the district will be given due notice as required by law.
5. If it becomes necessary to eliminate a position because government funds are no longer available, the position being one paid by the government rather than from District No. 61 funds, the two-week notice to which a staff member is entitled shall be paid from District No. 61 funds if necessary.

#### D. Position Evaluation and Classification

The purpose of position evaluation is to determine the content and relative worth of each position and establish internal equity regarding compensation through the position classification plan. The position evaluation approach is a systematic and rational method for rating each position and assigning positions to responsibility groups that reflect their relative value to the District.

Procedure:

1. Letter requesting position review sent to Director of Human Resources.
2. Position Evaluation Questionnaires sent to incumbent and incumbent's supervisor.
3. Completed forms returned to Director of Human Resources.
4. Position Evaluation Committee meets in December and July to review requests. Committee is composed of: Director of Human Resources, Business Manager, Assistant Superintendent, & President of DESPA or DESPA designee and DESPA Bargaining Committee Chair.
5. Committee's recommendation sent to Superintendent. Superintendent makes final decision on recommendation.
6. Superintendent will notify incumbents and supervisors of the decision. Notice shall be given in writing within 10 school days of the meeting.

7. If the request is denied, the incumbent will be given the reasons for the denial in writing.
8. If the request is granted, the incumbent's pay will be retroactive to December 1<sup>st</sup> or July 1<sup>st</sup> depending on the date of request.

## **ARTICLE XII: EVALUATION**

### **A. Evaluator**

Office Personnel shall be evaluated by the immediate supervisor.

### **B. Timeline**

1. Probationary employees shall be evaluated before ninety (90) days and again after nine (9) months.
2. Employees new to a position will be evaluated at the end of the current year.
3. After one (1) year of experience, all employees will be evaluated once every two (2) years provided no areas rated needs improvement.

### **C. Response**

Employees shall have the opportunity to write comments of agreement or disagreement on their evaluation.

### **D. Conferences**

Evaluation conferences shall always take place with only the two (2) parties concerned present.

### **E. Documentation**

Any deviation above or below "Acceptable" shall be documented by citing supporting information.

### **F. Joint Committee**

No changes to the evaluation instrument shall occur without prior agreement of the Board/DESPA joint committee on evaluations.

## **ARTICLE XIII: MISCELLANEOUS PROVISIONS**

### **A. Jury Duty and Court Appearance**

Any member of the bargaining unit summoned to jury duty or issued a court subpoena shall be paid his/her full salary for each working day of absence, provided that the member pays the District the jury fee or witness fee. Part-time employees would pay back a prorated amount of the jury fee. If payment is not paid within forty (40) days, it will be withheld from subsequent pay. This provision is not applicable if the staff member is a plaintiff against the School District, the Board of Education, or its representative as a result of any legal actions commenced by or on behalf of the Decatur Educational Support Personnel Association, or as the result of any legal actions arising from collective negotiations between the Decatur Educational Support Personnel Association and the Board of Education.

B. Physical Examinations

Each new employee of the Decatur Public Schools is required to have a complete physical examination at the applicant's expense. A special form for the physical examination of all new employees shall be provided by the Human Resources Office.

C. Acceptance of Gifts

Employees of School District No. 61 are required to comply with the Illinois State Officials and Employees Ethics Act, 5 ILCS 430/1-1 *et seq.*, and Illinois Gift Ban, 5 ILCS 430/10-10 *et seq.*

D. In-service and Training

1. Each employee shall receive two (2) days per year to attend workshops without loss of pay.
2. There shall be one (1) day annually during which professional development is provided for clerical employees.
3. The District shall support no less than eight (8) hours of on-site training to new and newly promoted employees to be provided by a DESPA member and/or district departments, scheduled at the discretion of both employees' supervisors.

E. Freedom to Request a Conference

Any employee's request for conferences or hearings at any higher level shall not be considered by anyone as a reflection upon the employee. A reasonable use of this procedure is encouraged to the end that all employees, certificated or otherwise, shall enjoy freedom of thought and freedom of communication concerning their profession and the work of the school system, and to the end that ideas may flourish and creative thought be stimulated.

F. Definition of Probationary, Full-Time, Part-Time, Short Term Employees

1. Probationary employee: All new employees shall be considered as probationary employees for the first ninety (90) calendar days of their employment. The Board, through its appointed representative, shall have the right to discharge any employee in such status and no grievance shall arise therefrom.

2. A full-time employee is one who works eight (8) hours daily and is employed the number of weeks required for his/her position as specified in Schedule B, Classification of Educational Office Personnel. Full-time employees are eligible for full vacation, holiday, sick leave, and insurance benefits provided by the Board as specified in this Agreement.
3. A part-time employee is one who works less than full time and/or is employed on a continuous basis for the number of weeks required for his/her position as specified on Schedule B.

Part-time employees who work twenty (20) hours or more per week are eligible for vacation, sick leave, and holiday benefits calculated on a basis that is consistent with their daily earnings. Part-time employees who work six (6) or more hours per day are entitled to have the Board pay the premium to the extent identified in this agreement in Article IX.C. on their health insurance. Employees who work twenty (20) hours or more per week but less than thirty (30) hours per week are entitled to have the Board pay one-half of the premium on their health insurance if they pay the remaining one-half.

Part-time employees who work less than twenty (20) hours per week are not eligible for vacation, sick leave, holiday or insurance benefits.

4. A short-term employee may or may not work eight (8) hours daily but is not employed on a continuous basis or for the number of weeks required for the position. Short-term employees are not eligible for vacation, holidays, insurance benefits or sick leave.

G. Administering Medication

Employees shall not be required to administer medication; however, employees shall comply with Board policy, asthma episode emergency response protocol, and students' asthma action plans.

#### **ARTICLE XIV: LIMITATIONS**

- A. The Decatur Educational Support Personnel Association and the individual members of the bargaining unit represented by the DESPA agree not to strike.
- B. The Decatur Educational Support Personnel Association and the individual members of the bargaining unit represented by the DESPA agree that they, will not during working hours engage in or encourage or support any strike, slowdown, or other concerted refusal to render full and complete services to the Board.
- C. This Agreement shall not supersede any existing or future laws of the State or Federal Government as they affect the legal operation of the school system by the Board. If any portion of this Agreement is in violation of any law or is declared invalid by any court or competent jurisdiction, or shall become inoperative because of any State or Federal law, that portion in disagreement shall be considered null and void, but the remaining portions of this Agreement shall continue in full force until the prescribed termination date.



- D. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the employment, termination, and direction of employees are vested exclusively in the Board of Education, and that the Board is the legally constituted body for that purpose.
- G. This Agreement shall create no personal or individual contractual obligation or liability on the part of any member or members of the Board of Education.
- H. Waivers - If any waivers become subject to bargaining, at that time we will schedule a meeting to bargain.

**ARTICLE XV: MODIFICATION AND WAIVER**

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties and no departure from a provision of this Agreement by either party, or by their officers, agents, or representatives, or by members of the negotiating committees, shall be construed to constitute a continuing waiver of the right to enforce such provisions.

IN WITNESS WHEREOF, the parties hereunto set their hands and

seals this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

DECATUR EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Bargaining Chairperson \_\_\_\_\_

President \_\_\_\_\_

BOARD OF EDUCATION, DISTRICT NO. 61

President \_\_\_\_\_

Secretary \_\_\_\_\_

Bargaining Chairperson \_\_\_\_\_

## **APPENDIX**

3-year agreement, beginning July 1, 2025 and ending June 30, 2028.

1. An employee hired by October 1 of the year preceding each year of this agreement shall advance one step. This language shall not read to require step movement outside the 4 years of this agreement unless the parties agree to such movement. Past practice is expressly acknowledged by the parties to be that step movement is not required unless agreed at the conclusion of each contract year, and this language is intended as an express waiver of any status quo which would be contrary to the above.

2. Prior Work Experience Credit

Prior to employment with the District, applicants with prior work experience shall be awarded such work experience if it is related to position duties and responsibilities noted in the relevant job description and verifiable with a copy of a prior job description and by a prior employer (if possible).

Any such work experience must have been within the ten year period immediately prior to proposed employment in the District. New applicants may be granted placement up to step 3 if it meets the provisions of this document. Prior experience above step 3 shall be awarded only with mutual agreement of Director of Human Resources and the DESPA President or DESPA Designee.

Any employee returning from an extended leave of absence will retain full salary placement credit as defined in Article VIII – Extended Leaves of Absence A7.

Any former employee whose prior job was in Schedule B of the contract and is re-employed shall be granted full credit for prior District 61 employment.

3. Educational office personnel selected for summer employment shall be paid at the same rate of pay as their regular employment. However, summer employment shall not increase the number of vacation days or sick leave days to which the employee is entitled. Persons hired for summer employment who are not regular District 61 employees shall be paid the current Federal Minimum Wage.
4. The X-step is intended as a one (1) year payment to qualifying retiring employees in recognition of the many years of faithful and dedicated service the employee has given to education in general and to the School District and its students. In order to qualify for an X-step salary rate for the final year of employment, an employee must be eligible for IMRF retirement criteria and have been employed for at least 8-15 years (\$750.00), 16-20 years (\$1250.00), 21-25 years (1750.00), and 26+ years (\$3250.00) with the Decatur Public School District 61. No later than six (6) months prior to the anticipated retirement date, employees must have notified the Director of Human Resources in writing that he/she will be retiring upon the specified date. To stay within the IMRF 125% Rule, a payment cycle will be established with payroll.

### CLASSIFICATION SCHEDULE

<b>A B C</b>	<b>DAYS and HOURS</b>	<b>Position</b>
A	190 4hrs or 8hrs	Pre-K-8 Secretary Main Office Receptionist
A	200 8hrs	Small Learning Communities Secretary Library Secretary Itinerant
B	220 8hrs	Secretary to the Assistant Principal Pre-K Grant Secretary Secretary to SEAP Program Principal
B	261 8hrs	Registrar Secretary to the Principal Library Secretary-Collections and Processing Curriculum/Textbook Secretary District Receptionist Mail Clerk Secretary to Coordinator of Health Services Secretary to Assistant Director of Special Education Special Education Student Records
C	261 8hrs	Secretary to Director of Building and Grounds HR Secretary Payroll Analyst Secretary to Assistant Superintendent Claims Analyst Accounts Payable Analyst Purchasing Analyst Transportation Analyst Secretary to P12 Director of Teaching and Learning Research Data Analyst Secretary to the Director of Student Services Secretary to the Director of Special Education Special Education Claims Analyst Special Education Data Analyst Special Education Fee for Service Analyst Itinerant Secretary

2025-2026				\$1.10	2026-2027				2027-2028			
Step	A	B	C		Step	A	B	C	Step	A	B	C
1	\$19.70	\$20.55	\$21.40		1	\$20.90	\$21.75	\$22.60	1	\$22.15	\$23.00	\$23.85
2	\$19.94	\$20.80	\$21.66		2	\$21.14	\$22.00	\$22.86	2	\$22.39	\$23.25	\$24.11
3	\$20.18	\$21.05	\$21.92		3	\$21.38	\$22.25	\$23.12	3	\$22.63	\$23.50	\$24.37
4	\$20.42	\$21.30	\$22.18		4	\$21.62	\$22.50	\$23.38	4	\$22.87	\$23.75	\$24.63
5	\$20.66	\$21.55	\$22.44		5	\$21.86	\$22.75	\$23.64	5	\$23.11	\$24.00	\$24.89
6	\$20.90	\$21.80	\$22.70		6	\$22.10	\$23.00	\$23.90	6	\$23.35	\$24.25	\$25.15
7	\$21.14	\$22.05	\$22.96		7	\$22.34	\$23.25	\$24.16	7	\$23.59	\$24.50	\$25.41
8	\$21.38	\$22.30	\$23.22		8	\$22.58	\$23.50	\$24.42	8	\$23.83	\$24.75	\$25.67
9	\$21.62	\$22.55	\$23.48		9	\$22.82	\$23.75	\$24.68	9	\$24.07	\$25.00	\$25.93
10	\$21.86	\$22.80	\$23.74		10	\$23.06	\$24.00	\$24.94	10	\$24.31	\$25.25	\$26.19
11	\$22.10	\$23.05	\$24.00		11	\$23.30	\$24.25	\$25.20	11	\$24.55	\$25.50	\$26.45
12	\$22.34	\$23.30	\$24.26		12	\$23.54	\$24.50	\$25.46	12	\$24.79	\$25.75	\$26.71
13	\$22.58	\$23.55	\$24.52		13	\$23.78	\$24.75	\$25.72	13	\$25.03	\$26.00	\$26.97
14	\$22.82	\$23.80	\$24.78		14	\$24.02	\$25.00	\$25.98	14	\$25.27	\$26.25	\$27.23
15	\$23.06	\$24.05	\$25.04		15	\$24.26	\$25.25	\$26.24	15	\$25.51	\$26.50	\$27.49
16	\$23.30	\$24.30	\$25.30		16	\$24.50	\$25.50	\$26.50	16	\$25.75	\$26.75	\$27.75
17	\$23.54	\$24.55	\$25.56		17	\$24.74	\$25.75	\$26.76	17	\$25.99	\$27.00	\$28.01
18	\$23.78	\$24.80	\$25.82		18	\$24.98	\$26.00	\$27.02	18	\$26.23	\$27.25	\$28.27
19	\$24.02	\$25.05	\$26.08		19	\$25.22	\$26.25	\$27.28	19	\$26.47	\$27.50	\$28.53
20	\$24.26	\$25.30	\$26.34		20	\$25.46	\$26.50	\$27.54	20	\$26.71	\$27.75	\$28.79
21	\$24.50	\$25.55	\$26.60		21	\$25.70	\$26.75	\$27.80	21	\$26.95	\$28.00	\$29.05
22	\$24.74	\$25.80	\$26.86		22	\$25.94	\$27.00	\$28.06	22	\$27.19	\$28.25	\$29.31
23	\$24.98	\$26.05	\$27.12		23	\$26.18	\$27.25	\$28.32	23	\$27.43	\$28.50	\$29.57
24	\$25.22	\$26.30	\$27.38		24	\$26.42	\$27.50	\$28.58	24	\$27.67	\$28.75	\$29.83
25	\$25.46	\$26.55	\$27.64		25	\$26.66	\$27.75	\$28.84	25	\$27.91	\$29.00	\$30.09
26	\$25.70	\$26.80	\$27.90		26	\$26.90	\$28.00	\$29.10	26	\$28.15	\$29.25	\$30.35
27	\$25.94	\$27.05	\$28.16		27	\$27.14	\$28.25	\$29.36	27	\$28.39	\$29.50	\$30.61
28	\$26.18	\$27.30	\$28.42		28	\$27.38	\$28.50	\$29.62	28	\$28.63	\$29.75	\$30.87
29	\$26.42	\$27.55	\$28.68		29	\$27.62	\$28.75	\$29.88	29	\$28.87	\$30.00	\$31.13
30	\$26.66	\$27.80	\$28.94		30	\$27.86	\$29.00	\$30.14	30	\$29.11	\$30.25	\$31.39
31	\$26.90	\$28.05	\$29.20		31	\$28.10	\$29.25	\$30.40	31	\$29.35	\$30.50	\$31.65
32	\$27.14	\$28.30	\$29.46		32	\$28.34	\$29.50	\$30.66	32	\$29.59	\$30.75	\$31.91
33	\$27.38	\$28.55	\$29.72		33	\$28.58	\$29.75	\$30.92	33	\$29.83	\$31.00	\$32.17
34	\$27.62	\$28.80	\$29.98		34	\$28.82	\$30.00	\$31.18	34	\$30.07	\$31.25	\$32.43
35	\$27.86	\$29.05	\$30.24		35	\$29.06	\$30.25	\$31.44	35	\$30.31	\$31.50	\$32.69
36	\$28.10	\$29.30	\$30.50		36	\$29.30	\$30.50	\$31.70	36	\$30.55	\$31.75	\$32.95
37	\$28.34	\$29.55	\$30.76		37	\$29.54	\$30.75	\$31.96	37	\$30.79	\$32.00	\$33.21
38	\$28.58	\$29.80	\$31.02		38	\$29.78	\$31.00	\$32.22	38	\$31.03	\$32.25	\$33.47
39	\$28.82	\$30.05	\$31.28		39	\$30.02	\$31.25	\$32.48	39	\$31.27	\$32.50	\$33.73
40	\$29.06	\$30.30	\$31.54		40	\$30.26	\$31.50	\$32.74	40	\$31.51	\$32.75	\$33.99
41	\$29.30	\$30.55	\$31.80		41	\$30.50	\$31.75	\$33.00	41	\$31.75	\$33.00	\$34.25
42	\$29.54	\$30.80	\$32.06		42	\$30.74	\$32.00	\$33.26	42	\$31.99	\$33.25	\$34.51
43	\$29.78	\$31.05	\$32.32		43	\$30.98	\$32.25	\$33.52	43	\$32.23	\$33.50	\$34.77
44	\$30.02	\$31.30	\$32.58		44	\$31.22	\$32.50	\$33.78	44	\$32.47	\$33.75	\$35.03
45	\$30.26	\$31.55	\$32.84		45	\$31.46	\$32.75	\$34.04	45	\$32.71	\$34.00	\$35.29
46	\$30.50	\$31.80	\$33.10		46	\$31.70	\$33.00	\$34.30	46	\$32.95	\$34.25	\$35.55
47	\$30.74	\$32.05	\$33.36		47	\$31.94	\$33.25	\$34.56	47	\$33.19	\$34.50	\$35.81
48	\$30.98	\$32.30	\$33.62		48	\$32.18	\$33.50	\$34.82	48	\$33.43	\$34.75	\$36.07
49	\$31.22	\$32.55	\$33.88		49	\$32.42	\$33.75	\$35.08	49	\$33.67	\$35.00	\$36.33



## Board of Education Decatur Public School District #61

<b>Date:</b> June 24, 2025	<b>Subject:</b> Personnel Action
<b>Initiated By:</b> Monica L Wilks, Director of Human Resources, and the Human Resources Department	<b>Attachments:</b> 12 Pages of Personnel Action
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

**BACKGROUND INFORMATION:**

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

**CURRENT CONSIDERATIONS:**

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

**FINANCIAL CONSIDERATIONS:**

These positions are in the budget.

**STAFF RECOMMENDATION:**

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

**RECOMMENDED ACTION:**

- ☒ Approval
- ☐ Information
- ☐ Discussion

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

**To: Board of Education**  
**From: Monica L Wilks, Director of Human Resources**  
**Date: June 18, 2025**  
**Board Date: June 24, 2025**  
**Re: Personnel Action**

**EMPLOYMENT RECOMMENDATIONS**

**TEACHERS:**

Name	Position	Effective Date
Chiamaka Cynthia Anyanwu	Middle School English Language Arts, Dennis	August 11, 2025
Nystasia Manuel	Cross Categorical, Dennis	August 11, 2025
Daniel Offei	Grade 6, Franklin Grove	August 11, 2025
Savannah Watts	K-8 Music, Dennis	August 11, 2025

**TEACHING ASSISTANTS:**

Name	Position	Effective Date
Deionnte Honorable	Special Ed Assistant, Hope Academy, 6 hours per day	August 8, 2025
Ashley Swarms	Special Ed Assistant, Stephen Decatur, 6.25 hours per day	August 8, 2025

**CUSTODIAN:**

Name	Position	Effective Date
Virginia Garrett	2nd Shift Custodian, Hope Academy	June 23, 2025

**SCHEDULE B::**

Name	Position	Effective Date
Christopher James	7th Grade Girls Basketball Coach, Johns Hill	August 11, 2025
Karina Rodriguez	Middle School Cheerleading Coach, Johns Hill	August 11, 2025
Kyler Works	8th Grade Boys Basketball Coach, Johns Hill	August 11, 2025
Natasha Young	8th Grade Girls Basketball Coach, Johns Hill	August 11, 2025

**TRANSFERS****TEACHERS:**

Name	Position	Effective Date
Scott Davidson	From Agriculture, Eisenhower to K-8 Physical Education, Ellsworth Dansby	August 11, 2025
Elizabeth Karakachos	From Grade 4, Parsons to K-2 Art, Parsons	August 11, 2025
Colleen Veitengruber	From Middle School English Language Arts, Dennis to Grade 6 Baum	August 11, 2025

**TEACHING ASSISTANTS:**

Name	Position	Effective Date
Diana Murray	From K-2 Assistant, Montessori Academy, 6 hours per day to Montessori Assistant, Montessori Academy, 6 hours per day	August 8, 2025
Latasha Woods	From K-2 Assistant, Johns Hill, 6 hours per day to Care Room Assistant, Johns Hill, 6.5 hours per day	August 8, 2025

**ADMINISTRATIVE SUPPORT:**

Name	Position	Effective Date
Adam Banner	From Safety and Security Supervisor, Keil, 240 days to Safety and Security Supervisor, Keil, 260 days	July 1, 2025

**SECURITY PERSONNEL:**

Name	Position	Effective Date
Jackie Tucker	From School Security Officer, Hope Academy to School Security Officer, Ellsworth Dansby	August 11, 2025

**CUSTODIANS:**

Name	Position	Effective Date
Tundre Harper	From 2nd Shift Custodian, Muffley/Eisenhower to 2nd Shift Custodian, Eisenhower	June 9, 2025

**EXTENDED DAY:**

Name	Position	Effective Date
Jackie Tucker	From Extended Day Security, Hope Academy to Extended Day Security, Ellsworth Dansby	August 13, 2025
Malika Walton	From Extended Day Security, Muffley to Extended Day Security, Dennis	August 13, 2025

**CATEGORY CHANGES:**

Name	Position	Effective Date
Sierra Bryan	From Social Worker Intern, MacArthur to Social Worker, Parsons	August 11, 2025
Molly Dugger	From Social Worker Intern, SELA to Social Worker, Montessori Academy	August 11, 2025
Kelli Murray	From Math Curriculum Coordinator, PDI (teacher) to Teaching and Learning Strategist, PDI (admin support)	July 7, 2025

**RESIGNATIONS****TEACHERS:**

Name	Position	Effective Date
Stephanie Bowman	Cross Categorical, Eisenhower	August 1, 2025
Angela Mann	Cross Categorical, South Shores	May 22, 2025
Diane Orr	Grade 2, Muffley	May 22, 2025
Heidy Perales	ESL, Johns Hill	May 22, 2025
Aimee Smith	Physical Education, Muffley	May 22, 2025
Hannah Wren	Elementary Music, Dennis	May 22, 2025

**SCHEDULE B:**

Name	Position	Effective Date
Yolanda Brown	Assistant Softball Coach, Eisenhower	June 30, 2025



Ferlaxanes Carson	Elementary Track and Field Coach, American Dreamer	June 11, 2025
Ferlaxanes Carson	Middle School Cross Country Coach, American Dreamer	June 11, 2025
Yolanda Minor	8th Grade Girls Track Coach, Stephen Decatur	May 20, 2025
Mark Phillips	Assistant Boys Baseball Coach, Stephen Decatur	May 29, 2025
Shannen Ray	Special Ed Department Head, MacArthur	February 26, 2025

### **COMPENSATION RECOMMENDATIONS:**

- The following staff members should be compensated for participating in Mentor Academy on June 11, 2025 at PDI:

Shelby Hawkshaw	\$99.00	Elizabeth Allison	\$99.00
Ronald Lybarger	\$99.00	April Parks	\$66.00
Ashley Robinson	\$99.00	Ashlee Smith	\$99.00
C Roxann Kennedy	\$99.00	Angelica Pauna	\$99.00
Mollie Johnston	\$99.00	Sara DeVore	\$99.00
Leslie Woolsey	\$99.00	Yolanda Minor	\$99.00
Olivia Mannlein	\$99.00	Sarah Boline	\$99.00

- The following staff members should be compensated **\$33.00** for participating in Planning Meeting Summer School on May 27, 2025 at Macon Piatt:

Amanda Wrigley	Hannah Hayes
Lindsay Hale	Jessica Manuel
Sheryl Austin	Becca Massey
Jennifer Bramel	

- The following staff member should be compensated **\$198.00** for participating in Planning Meeting Summer School on May 28, 2025 at Macon Piatt:

Hannah Hayes

- The following staff member should be compensated **\$1,500.00** for participating in Dual Credit Teacher during Second Semester at Eisenhower:

Angela Thomas

- The following staff members should be compensated for participating in New Ed Session 5 on January 27, 2025 at PDI:

Erica Woods	\$49.50	Sydney Janvrin	\$49.50
Brittany Massey	\$49.50	Abigail Nozaki	\$49.50
Westin Perrero	\$49.50	Hannah Wren	\$49.50

Matthew Peek	\$49.50	Claire Taylor	\$49.50
Mavis Bradford	\$82.50	Jordan Camp	\$49.50
Amber Egan	\$49.50	Jennifer Day	\$49.50
Brady Parks	\$49.50	Elizabeth Herbord	\$49.50
Arthur Young	\$49.50	Jessica Janus	\$49.50
Mary Castro	\$49.50	Ashlei Amettis	\$49.50

- The following staff members should be compensated **\$132.00** for participating in ILT School Improvement on June 9, 2025 at Eisenhower:

Hannah Lybarger	Laura Mandernach
Ronald Lybarger	Chris Shugart

- The following staff members should be compensated **\$49.50** for participating in New Ed Session 9 on May 5, 2025 at PDI:

Jordan Camp	Brady Parks
Arthur Young	Kaitlin Dickey
Westin Perrero	Elizabeth Herbord
Matthew Peek	Jessica Janus
Mavis Bradford	Amber Rezinias
Shanel Ivy	Demetra Striglos

- The following staff members should be compensated **\$2,000.00** for participating in Teacher Vacancy Grant Student Teacher Stipend during the 2024-2025 school year at Various Schools:

Tara Dyer	Melissa Kauzlarich
-----------	--------------------

- The following staff members should be compensated for participating in BIST Training on May 27, 2025 at PDI:

Dena Flanigan	\$198.00	Jordan Camp	\$198.00
Ashley Knox	\$198.00	Natalie Click	\$198.00
Alicia Morris	\$198.00	Kayla Fleming	\$198.00
Tara Pitt	\$198.00	Crystal Hendricks	\$198.00
Kaelee Queary	\$198.00	Shanel Ivy	\$198.00
Michelle Houchins	\$198.00	Ashley Franklin	\$198.00
Tammy Carver	\$198.00	Ashley Petrie	\$198.00
James Dawson	\$198.00	Jeffrey Tucker	\$198.00
Jennifer Day	\$198.00	Juanita Williams	\$198.00
Mary Evans	\$198.00	Elizabeth Case	\$198.00
Jacqueline Faulkner	\$198.00	Melissa Goede	\$198.00
Leslie Foster	\$198.00	Heather Groves	\$198.00
Kelsey Beck	\$198.00	Ashley Guntle	\$198.00
Stephanie Caldwell	\$198.00	C Roxann Kennedy	\$198.00
Kimberly Brummett	\$198.00	Lyndsay Lemanczyk	\$198.00
Trena Freeman	\$198.00	Kandice Michener	\$198.00
Carolynn Keizer	\$198.00	Courtney Odle	\$198.00

Denise Kelly	\$198.00	Sheree Park	\$198.00
Angela Monroe	\$198.00	Carrie Sager	\$115.50
Kelsey Rigsby	\$198.00	Stacey Wilson	\$198.00
Dennis Robinson	\$198.00	Theresa Tozer	\$198.00
Melissa Schulz	\$198.00	Andrea Wakeland	\$198.00
Chase Tucker	\$198.00	Christina Wilen	\$198.00
Amanda Reeve	\$198.00	Stacy Benda	\$198.00
Carl Williams	\$198.00	Sierra Bryan	\$198.00
Angela Bryles	\$198.00	Elizabeth Herbord	\$198.00
Michelle Davis	\$198.00	Tamara Stoneburg	\$198.00
Laura Marino	\$198.00	Brittany Morgan	\$132.00
Sarah Brice	\$198.00		

- The following staff members should be compensated for participating in BIST Training on May 28, 2025 at PDI:

Dena Flanigan	\$198.00	Shanel Ivy	\$198.00
Ashley Knox	\$198.00	Ashley Franklin	\$198.00
Alicia Morris	\$198.00	Ashley Petrie	\$198.00
Tara Pitt	\$198.00	Jeffrey Tucker	\$198.00
Kaelee Queary	\$198.00	Juanita Williams	\$198.00
Michelle Houchins	\$198.00	Elizabeth Case	\$198.00
Tammy Carver	\$198.00	Melissa Goede	\$198.00
James Dawson	\$198.00	Heather Groves	\$198.00
Jennifer Day	\$198.00	Ashley Guntle	\$198.00
Mary Evans	\$198.00	C Roxann Kennedy	\$198.00
Jacqueline Faulkner	\$198.00	Lyndsay Lemanczyk	\$198.00
Leslie Foster	\$198.00	Kandice Michener	\$198.00
Kelsey Beck	\$198.00	Courtney Odle	\$198.00
Stephanie Caldwell	\$198.00	Sheree Park	\$198.00
Kimberly Brummett	\$198.00	Carrie Sager	\$115.50
Trena Freeman	\$198.00	Stacey Wilson	\$198.00
Carolynn Keizer	\$198.00	Theresa Tozer	\$198.00
Denise Kelly	\$198.00	Andrea Wakeland	\$198.00
Angela Monroe	\$198.00	Christina Wilen	\$198.00
Kelsey Rigsby	\$198.00	Stacy Benda	\$198.00
Dennis Robinson	\$198.00	Sierra Bryan	\$198.00
Melissa Schulz	\$198.00	Elizabeth Herbord	\$198.00
Chase Tucker	\$198.00	Tamara Stoneburg	\$198.00
Amanda Reeve	\$198.00	Brittany Morgan	\$198.00
Carl Williams	\$198.00	Haley Greenlee	\$198.00
Angela Bryles	\$198.00	Breanna Johnson	\$150.00
Michelle Davis	\$198.00	Katlyn Kelly	\$198.00
Laura Marino	\$198.00	Nystasia Manuel	\$198.00
Sarah Brice	\$198.00	Taylor Miller	\$198.00

Jordan Camp	\$198.00	Brady Parks	\$198.00
Natalie Click	\$198.00	Kelsey Rigsby	\$198.00
Kayla Fleming	\$198.00	Melinda Armstrong	\$150.00
Crystal Hendricks	\$198.00		

- The following staff members should be compensated for participating in BIST Training on May 29, 2025 at PDI:

Dena Flanigan	\$198.00	Shanel Ivy	\$198.00
Ashley Knox	\$198.00	Ashley Franklin	\$198.00
Alicia Morris	\$198.00	Ashley Petrie	\$198.00
Tara Pitt	\$198.00	Jeffrey Tucker	\$198.00
Kaelee Queary	\$198.00	Juanita Williams	\$198.00
Michelle Houchins	\$198.00	Elizabeth Case	\$198.00
Tammy Carver	\$198.00	Melissa Goede	\$198.00
James Dawson	\$198.00	Heather Groves	\$198.00
Jennifer Day	\$198.00	Ashley Guntle	\$198.00
Mary Evans	\$198.00	C Roxann Kennedy	\$198.00
Jacqueline Faulkner	\$198.00	Lyndsay Lemanczyk	\$198.00
Leslie Foster	\$198.00	Kandice Michener	\$198.00
Kelsey Beck	\$165.00	Courtney Odle	\$198.00
Stephanie Caldwell	\$198.00	Sheree Park	\$198.00
Kimberly Brummett	\$198.00	Carrie Sager	\$115.50
Trena Freeman	\$198.00	Stacey Wilson	\$198.00
Carolynn Keizer	\$198.00	Theressa Tozer	\$198.00
Denise Kelly	\$198.00	Andrea Wakeland	\$198.00
Angela Monroe	\$198.00	Christina Wilen	\$198.00
Kelsey Rigsby	\$198.00	Stacy Benda	\$198.00
Dennis Robinson	\$198.00	Sierra Bryan	\$198.00
Melissa Schulz	\$198.00	Elizabeth Herbord	\$198.00
Chase Tucker	\$198.00	Tamara Stoneburg	\$198.00
Amanda Reeve	\$198.00	Brittany Morgan	\$198.00
Carl Williams	\$198.00	Haley Greenlee	\$198.00
Angela Bryles	\$198.00	Breanna Johnson	\$150.00
Michelle Davis	\$198.00	Katlyn Kelly	\$198.00
Laura Marino	\$198.00	Nystasia Manuel	\$198.00
Sarah Brice	\$198.00	Taylor Miller	\$198.00
Jordan Camp	\$198.00	Brady Parks	\$198.00
Natalie Click	\$198.00	Kelsey Rigsby	\$198.00
Kayla Fleming	\$198.00	Melinda Armstrong	\$150.00
Crystal Hendricks	\$198.00		

- The following staff members should be compensated for participating in DRT/MTSS Meeting on November 20, 2024 at Muffley:

Jamie Reed	\$33.00	Jessica Meier	\$82.50
------------	---------	---------------	---------

Megan Noel	\$82.50	JoBeth Sweeney	\$33.00
------------	---------	----------------	---------

- The following staff members should be compensated for participating in DRT/MTSS Meeting on December 5, 2024 at Muffley:

Jamie Reed	\$33.00	Jessica Meier	\$66.00
Megan Noel	\$66.00	JoBeth Sweeney	\$33.00

- The following staff members should be compensated \$57.75 for participating in DRT/MTSS Meeting on December 11, 2024 at Muffley:

Lauren Gill		JoBeth Sweeney	
Megan Noel		Jamie Reed	
Jessica Meier		Ashley Robinson	
Libby Kirkland			

- The following staff members should be compensated for participating in DRT/MTSS Meeting on January 9, 2025 at Muffley:

Lauren Gill	\$33.00	JoBeth Sweeney	\$33.00
Megan Noel	\$66.00	Jamie Reed	\$33.00
Jessica Meier	\$66.00	Ashley Robinson	\$33.00
Libby Kirkland	\$33.00		

- The following staff members should be compensated for participating in DRT/MTSS Meeting on February 6, 2025 at Muffley:

Lauren Gill	\$33.00	JoBeth Sweeney	\$33.00
Megan Noel	\$66.00	Jamie Reed	\$33.00
Jessica Meier	\$66.00	Ashley Robinson	\$33.00
Libby Kirkland	\$33.00		

- The following staff members should be compensated for participating in DRT/MTSS Meeting on February 13, 2025 at Muffley:

Lauren Gill	\$49.50	JoBeth Sweeney	\$49.50
Megan Noel	\$82.50	Jamie Reed	\$49.50
Jessica Meier	\$82.50	Ashley Robinson	\$49.50
Libby Kirkland	\$49.50		

- The following staff members should be compensated for participating in DRT/MTSS Meeting on April 3, 2025 at Muffley:

Lauren Gill	\$33.00	JoBeth Sweeney	\$33.00
Megan Noel	\$66.00	Jamie Reed	\$33.00
Jessica Meier	\$66.00	Ashley Robinson	\$33.00
Libby Kirkland	\$33.00		

- The following staff members should be compensated for participating in DRT/MTSS Meeting on May 20, 2025 at Muffley:

Lauren Gill	\$33.00	JoBeth Sweeney	\$33.00
-------------	---------	----------------	---------

Megan Noel	\$66.00	Jamie Reed	\$33.00
Jessica Meier	\$66.00	Ashley Robinson	\$33.00
Libby Kirkland	\$33.00		

- The following staff members should be compensated for participating in DRT/MTSS Meeting on August 13, 2024 at Muffley:

Jamie Reed	\$49.50	Jessica Meier	\$82.50
Megan Noel	\$82.50	JoBeth Sweeney	\$82.50

- The following staff members should be compensated for participating in DRT/MTSS Meeting on September 5, 2024 at Muffley:

Jamie Reed	\$33.00	Jessica Meier	\$66.00
Megan Noel	\$66.00	JoBeth Sweeney	\$66.00

- The following staff members should be compensated **\$99.00** for participating in DRT/MTSS Meeting on September 18, 2024 at Muffley:

JoBeth Sweeney	Jessica Meier
Megan Noel	

- The following staff members should be compensated for participating in DRT/MTSS Meeting on October 3, 2024 at Muffley:

Jamie Reed	\$33.00	Jessica Meier	\$66.00
Megan Noel	\$66.00	JoBeth Sweeney	\$66.00

- The following staff members should be compensated **\$132.00** for participating in DRT/MTSS Meeting on October 17, 2024 at Muffley:

Jessica Meier	Megan Noel
---------------	------------

- The following staff members should be compensated for participating in DRT/MTSS Meeting on November 8, 2024 at Muffley:

JoBeth Sweeney	\$33.00	Jessica Meier	\$66.00
Megan Noel	\$66.00		

- The following staff members should be compensated **\$33.00** for participating in Grade 1 Summer Planning Meeting on June 5, 2025 at Hope Academy:

Ann Downey	Sara Lowry
Marcy Braden	

- The following staff members should be compensated **\$99.00** for participating in Grade 1 Summer Planning Meeting on June 10, 2025 at Hope Academy:

Ann Downey	Sara Lowry
Marcy Braden	

- The following staff members should be compensated **\$99.00** for participating in Grade 1 Summer Planning Meeting on June 12, 2025 at Hope Academy:

Ann Downey

Sara Lowry

Marcy Braden

- The following staff members should be compensated **\$66.00** for participating in Leadership Team Meeting on June 3, 2025 at American Dreamer:

Linda Stubblefield

Dena Flanigan

Tara Pitt

- The following staff members should be compensated for participating in ILT Meeting on June 5, 2025 at Hope Academy:

Michelle Holsapple	\$25.00	Shikiria Cunningham	\$25.00
Elizabeth Allison	\$33.00	Christine Lowe	\$33.00
Mollie Johnston	\$33.00	Michelle Brown	\$33.00
Terri Ellis	\$33.00	Alicia Alves	\$33.00
Tonyan Young	\$33.00	Paree Evans	\$33.00
DeAsia Curry	\$33.00		

- The following staff members should be compensated for participating in MTSS Prep & Plan on May 12, 2025 at Parsons:

C Roxann Kennedy	\$33.00	Theresa Tozer	\$66.00
Sheree Park	\$66.00	Stacey Wilson	\$33.00
Heather Groves	\$66.00	Melissa Goede	\$66.00
Olivia Mannlein	\$66.00	Lyndsay Lemanczyk	\$66.00
Hannah Bird	\$49.50	Andrea Wakeland	\$33.00
Jaime Goodman	\$66.00	Carrie Sager	\$66.00

- The following staff members should be compensated for participating in MTSS Prep Plan on May 19, 2025 at Parsons:

C Roxann Kennedy	\$66.00	Jaime Goodman	\$33.00
Heather Groves	\$33.00	Olivia Mannlein	\$33.00
Melinda Armstrong	\$50.00	Carrie Sager	\$33.00
Andrea Wakeland	\$33.00	Colleen Johnson	\$66.00

- The following staff members should be compensated for participating in MTSS Prep & Plan on May 21, 2025 at Parsons:

C Roxann Kennedy	\$49.50	Hannah Bird	\$49.50
Jaci Cecil	\$33.00	Tara Lueras	\$33.00
Olivia Mannlein	\$66.00	Theresa Tozer	\$66.00
Melissa Goede	\$66.00	Melinda Armstrong	\$66.00
Carrie Sager	\$33.00	Courtney Odle	\$66.00
Stacey Wilson	\$33.00	Sheree Park	\$66.00

- The following staff members should be compensated for participating in MTSS Prep & Plan on May 20, 2025 at Parsons:

C Roxann Kennedy	\$49.50	Jaime Goodman	\$33.00
Heather Groves	\$33.00	Olivia Mannlein	\$49.50
Theresa Tozer	\$66.00	Carrie Sager	\$33.00
Melissa Goede	\$66.00	Colleen Johnson	\$66.00
Andrea Wakeland	\$33.00		

- The following staff members should be compensated for participating in MTSS Prep & Plan on May 15, 2025 at Parsons:

Melissa Goede	\$66.00	Theresa Tozer	\$66.00
Greg Green	\$66.00	Lyndsay Lemanczyk	\$33.00
Olivia Mannlein	\$66.00	Andrea Wakeland	\$33.00
C Roxann Kennedy	\$33.00	Heather Groves	\$66.00
Hannah Bird	\$33.00		

- The following staff members should be compensated for participating in Summer SPED SIP Planning on June 4, 2025 at Parsons:

Ashley Guntle	\$132.00	Christina Wilen	\$132.00
Kandice Michener	\$132.00	Yocelyng Stark	\$100.00
Colleen Johnson	\$132.00		

- The following staff members should be compensated for participating in summer SIP Planning on June 9 & 10, 2025 at Parsons:

Heather Groves	\$264.00	Melinda Armstrong	\$100.00
Theresa Tozer	\$264.00	Melissa Goede	\$132.00
Andrea Wakeland	\$264.00	Lyndsay Lemanczyk	\$132.00
Carrie Sager	\$264.00		

- The following staff members should be compensated **\$150.00** for participating in Packing Day on May 30, 2025 at American Dreamer:

Ashley Knox	Erica Byrne
Tara Pitt	Alicia Morris
Linda Stubblefield	Brittany Massey
Lisa Wherry	Stacey Long
Ferlaxnes Carson	Whitney Brown
Jennifer Hutton	Jeremy King
Tisha Neeley	Sarah Boline
Nicole Genet	David Harding
Kaelee Queary	Emily Bone
Dena Flanigan	Owedie Sanders



- The following staff members should be compensated **\$150.00** for participating in Packing Day on June 16, 2025 at American Dreamer:

Ashley Knox

Tara Pitt

Linda Stubblefield

Lisa Wherry

Jennifer Hutton

Ferlaxnes Carson

Tisha Neeley

Nicole Genet

Kaelee Queary

Dena Flanigan

Erica Byrne

Alicia Morris

Brittany Massey

Stacey Long

Whitney Brown

Jeremy King

Sarah Boline

Emily Bone

Sarah Connelley

Qwedie Sanders

Nora Kilby

April Bacon

David Harding

**DAWSON INSTITUTE COORDINATOR'S CONTRACT**  
**Fiscal Year 2025-2026**

This Contract made between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board"), The Decatur Public Schools Foundation (hereinafter "the Foundation") and **Juanita Morris**, (hereinafter "the Coordinator"), ratified at the meeting of the Board held on June 24, 2025, as found in the minutes of that meeting.

**IT IS AGREED:**

**1. Employment.** The Coordinator is hereby hired and retained from July 1, 2025 to June 30, 2026, as Jerry J Dawson Civic Leadership Institute (hereinafter "the Institute"), a special program funded and managed by the Foundation. The Coordinator's work year shall be week days during the fiscal year and as required by emergencies on weekends and non-work days, less authorized vacation, authorized leave and recognized school holidays.

**2. Duties.** The duties and responsibilities of the Coordinator shall be all those duties incident to the office of the Coordinator as set forth in the job description, a copy of which can be found in the employee's file; those obligations imposed by the law of the State of Illinois upon a foundation coordinator; and to perform such other duties normally performed by a coordinator as from time to time may be assigned to the Coordinator by the Foundation Board of Trustees (hereinafter "the Trustees"). The Coordinator shall assume administrative responsibilities for operation of the Institute in compliance with the policies, rules and regulations as fixed by the Trustees. The Superintendent and a representative of the Decatur Public School Board of Education shall serve as Trustees and assist in a supervisory capacity to monitor the Institute's activities and Coordinator's performance in aligning grant activities with the District strategic direction; they shall assure implementation and compliance with the terms and conditions of employment by the District. The Coordinator shall submit recommendations, as requested by the Trustees, concerning the operation of the Institute, its activities and program expenditures, and its distribution of the funds allocated for student scholarships within the Institute budget. The Coordinator's activities and execution of duties shall be monitored and supervised by the Trustees with periodic reports provided to the Decatur Public School Board and in collaboration with the Foundation Executive Director. The Coordinator's specific employment goals and objectives are at the discretion of the Trustees. The work day, work year, contract year and holidays and holiday pay for the Coordinator shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (October 8, 2024). This and other references herein to the Administrator and Administrative Support Staff Compensation and Benefits document shall refer to the document maintained by and applicable to certain Decatur Public School District No. 61 employees.

**3. Salary.** The Trustees shall set the Coordinator's salary. For the 2025-2026 fiscal year the amount of the Coordinator's salary shall be not less than **One Hundred Four Thousand Three Hundred Thirty-Five Dollars (\$104,335.00)**. The Coordinator hereby agrees to devote such time, skill, labor and attention to her employment, during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of Coordinator for the Institute and the Trustees as set forth in this Contract. The annual salary shall be paid in

substantially equal installments in accordance with the policy of the Board governing payment of salary to other similarly employed members of the Decatur Public School professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment approved by the Trustees and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Trustees have entered into a new Contract with the Coordinator, nor that the termination date of this Contract has been in any way extended unless so stated in the approved motion.

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

**5. Evaluation.** Annually, but no later than June 15th of each year, the officers of the Trustees shall review with the Coordinator progress toward established goals and working relationships among the Foundation and its various Decatur Public School and community constituencies and the District leadership team, and shall consider the Coordinator's continued employment and annual salary for the next subsequent year (if any). A summary of the evaluation will be provided to the Coordinator in writing within 30 days following the evaluation pursuant to the Foundation's evaluation plan.

**6. Credentials.** The Coordinator shall furnish to the Board during the term of this Contract, a valid and appropriate credentials to act as the Coordinator in accordance with the laws of the State of Illinois and as directed by the Trustees.

**7. Other Work.** Permission will be granted in advance by the Superintendent. The Coordinator may undertake consultative work, speaking engagements, writing, lecturing, college or university teaching, and other professional duties and obligations provided that these activities do not interfere with the effective performance of job duties. The Coordinator shall have the responsibility to inform the Trustees of such outside activity in a timely manner.

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

**9. Termination by Contract.** During the term of this Contract, the Trustees and Coordinator may mutually agree, in writing, to terminate this Contract. The termination and/or

reclassification at the end of the term of this Contract shall be as provided by law.

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

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

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

**13. Membership Dues.** The Trustees shall pay the cost of the Coordinator's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (October 8, 2024).

**14. Medical Insurance.** The Coordinator shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (October 8, 2024).

**15. Life Insurance.** The Coordinator shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (October 8, 2024).

**16. Vacation.** The Coordinator will be provided three (3) weeks of paid vacation annually with an additional one (1) day accrual per year after the first year until the fourth year. Starting with the fourth year, she will be provided an additional two (2) days per year until a maximum of six (6) weeks per year is attained. Vacation shall be used in the year in which it accrues except that she shall be allowed to carry over a maximum of twenty-five (25) days.

**17. Sick Leave and Personal Leave.** The Coordinator shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (October 8, 2024).

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

evidence of illness to the Trustees Chairman upon request.

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

**20. Employment History Review.** Pursuant to 105 ILCS 5/22-94, the Coordinator shall submit to an employee history review, and shall execute and deliver to the Board of Education all necessary consent and forms necessary to accomplish such task. If the Coordinator fails to disclose necessary information, fails to complete and deliver appropriate forms upon demand, or if a subsequent employment history review reveals there has been a report or investigation that did not result in an unfounded or fabricated result, this Contract shall immediately become null and void.

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

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

To the Coordinator:  
Juanita Morris  
last known address

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

**23. Contract Extension.** At the end of any year of this Contract, the Trustees and Coordinator may mutually agree to extend the employment of the Coordinator for a multi-year period as may be permitted by law. In such event, the Trustees shall take specific action to discontinue this Contract and enter into a new contract.

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

**25. Severability.** It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights and

obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

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

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

**28. Relevant Law.** This Contract is authorized under the provisions of Illinois law.

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

\_\_\_\_\_  
**Coordinator**

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

By: \_\_\_\_\_  
**Chair**

**ATTEST:**

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

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

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

**ATTEST:**

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

**DPS FOUNDATION EXECUTIVE DIRECTOR'S CONTRACT**  
**Fiscal Year 2025-2026**

This Contract made between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board"), The Decatur Public Schools Foundation (hereinafter "the Foundation") and **Zachary Shields**, (hereinafter "the Executive Foundation Director"), ratified at the meeting of the Board held on June 24, 2025, as found in the minutes of that meeting.

**IT IS AGREED:**

**1. Employment.** The Executive Director is hereby hired and retained from July 1, 2025 to June 30, 2026, as Executive Director of the DPS Foundation.

**2. Duties.** The duties and responsibilities of the Executive Director shall be all those duties incident to the office of the Executive Director as set forth in the job description, a copy of which can be found in the employee's personnel file; those obligations imposed by the law of the State of Illinois upon a foundation director; and to perform such other duties normally performed by a Director as from time to time may be assigned to the Executive Director by the Decatur Public Schools Foundation Board of Trustees (hereinafter "the Trustees"). The Executive Director shall assume administrative responsibilities for operation of the Foundation in compliance with the policies, rules and regulations as fixed by the Trustees. The Superintendent and President of the Decatur Public School Board of Education shall serve as Trustees and assist in a supervisory capacity to monitor the Foundation's activities and Director's performance in aligning grant activities with the District strategic direction; they shall assure implementation and compliance with the terms and conditions of employment by the District. The Executive Director shall submit recommendations, as requested by the Trustees, concerning the operation of the Foundation, its fundraising activities and its distribution of grants. The Executive Director's activities and execution of duties shall be monitored and supervised by the Trustees with periodic reports provided to the Decatur Public School Board. The Executive Director's specific employment goals and objectives are at the discretion of the Trustees. The work day, work year, contract year and holidays and holiday pay for the Executive Director shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (October 8, 2024). This and other references herein to the Administrator and Administrative Support Staff Compensation and Benefits document shall refer to the document maintained by and applicable to certain Decatur Public School District No. 61 employees.

**3. Salary.** The Trustees shall set the Executive Director's salary. For the 2025-2026 fiscal year the amount of the Executive Director's salary shall be set by the Trustees but shall not less than **Ninety-Five Thousand Five Hundred Twenty-One Dollars and 00/100 (\$95,521.00)** per annum and for each subsequent year of the Contract an amount to be determined before the beginning of each subsequent Contract year, but in no case shall the salary be less than the amount for the previous Contract year (per annum salary). The Executive Director hereby agrees to devote such time, skill, labor and attention to his employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of Executive Director for the school district and the Trustees as set forth in this Contract. The annual salary shall be paid in



substantially equal installments in accordance with the policy of the Trustees governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of a Trustees approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Trustees has entered into a new Contract with the Executive Director, nor that the termination date of this Contract has been in any way extended, unless so stated in the Trustees approved amendment.

**4. Performance Bonus.** The Executive Director shall be paid a performance bonus for FY 26 in the amount of Ten Thousand Dollars and 00/100 (\$10,000.00) in a lump sum payment upon approval of this Contract on the next normal payroll cycle.

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

**6. Evaluation.** Annually, but no later than June 15th of each year, the officers of the Trustees shall review with the Executive Director, progress toward established goals and working relationships among the Foundation and its various Decatur Public School and community constituencies and the District leadership team, and shall consider the Executive Director's continued employment and annual salary for the next subsequent year (if any). A summary of the evaluation will be provided to the Executive Director in writing within 30 days following the evaluation pursuant to the Foundation's evaluation plan.

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

**8. Other Work.** Permission will be granted in advance by the Superintendent. The Executive Director may undertake consultative work, speaking engagements, writing, lecturing, college or university teaching, and other professional duties and obligations provided that these activities do not interfere with the effective performance of job duties. The Executive Director shall have the responsibility to inform the Trustees of such outside activity in a timely manner.

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

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

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

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

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

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

**14. Membership Dues.** The Trustees shall pay the cost of the Executive Director's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (October 8, 2024).

**15. Medical Insurance.** The Executive Director shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (October 8, 2024).

**16. Life Insurance.** The Executive Director shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (October 8, 2024).

**17. Vacation.** The Executive Director shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (October 8, 2024).

**18. Sick Leave and Personal Leave.** The Executive Director shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (October 8, 2024).

**19. Disability.** Should the Executive Director be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Executive Director's control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for sixty (60) days after the

exhaustion of accumulated leave days (including FMLA) and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Executive Director's duties impossible, the Trustees, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. The Executive Director shall provide medical evidence of illness to the Trustees Chairman upon request.

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

**21. Employment History Review.** Pursuant to 105 ILCS 5/22-94, the Executive Director shall submit to an employee history review, and shall execute and deliver to the Board of Education all necessary consent and forms necessary to accomplish such task. If the Executive Director fails to disclose necessary information, fails to complete and deliver appropriate forms upon demand, or if a subsequent employment history review reveals there has been a report or investigation that did not result in an unfounded or fabricated result, this Contract shall immediately become null and void.

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

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

To the Executive Director:  
Zachary Shields  
last known address

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

**24. Contract Extension.** At the end of any year of this Contract, the Trustees and Director may mutually agree to extend the employment of the Executive Director for a multi-year period as may be permitted by law. In such event, the Trustees shall take specific action to discontinue this Contract and enter into a new contract.

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

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

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

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

**29. Relevant Law.** This Contract is authorized under the provisions of Illinois law.

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

---

**Executive Director**

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

**By:** \_\_\_\_\_  
**Chair**

**ATTEST:**

---

**Secretary**

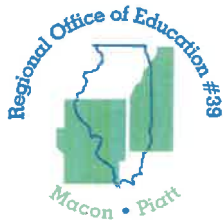
**Board of Education of  
Decatur Public School District No.61**

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

**ATTEST:**

---

**Secretary**



3433 Rupp Parkway  
Decatur, IL 62526  
Phone: 217-872-3721

Jill R. Reedy  
Regional Superintendent  
jreedy@roe39.org

## **Macon-Piatt ROE #39 Intergovernmental Agreement 2025-2026**

This agreement is between the Macon-Piatt Regional Office of Education #39, 3433 Rupp Parkway, Decatur, IL 62526, and the Board of Education of the District.

### **RECITALS**

- A. The Illinois School Code at 105 ILCA 5/13B et seq. (Alternative Learning Opportunities Law) provides for the operation of Alternative Learning Opportunities (ALOPs), which are intended to provide youth, who are at risk of academic failure, with the education and support services needed to meet Illinois Learning Standards to complete their education in a safe and secure learning environment.
- B. Pursuant to Section 13B-20.10, ROE #39 may, in conjunction with a school district(s), establish an ALOP within the ROE #39 service region.
- C. ROE #39 has submitted an ALOP proposal for ROE #39 and the District as part of a consortium of school districts. A description of the ALOP program is set forth herein.
- D. The District and ROE #39 are authorized to enter into this Agreement pursuant to Article VII, Section 10(a) of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCA 220/1 et seq.), and does so pursuant to 105 ILCS 5/13B-35.5 and 23 Ill. Admin. Code 240.10.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN ROE #39 AND THE DISTRICT, AS FOLLOWS:

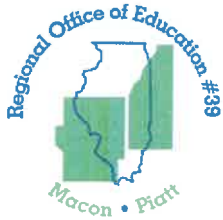
### **Section 1: Incorporation of Recitals.**

The Recitals set forth herein above are incorporated herein.

### **Section 2: Scope of Services Provided:**

ROE #39 provides enrolled students an alternative learning opportunities program designed to provide support services through a goal oriented, research-based, trauma-informed, individualized approach. Also incorporated are supplemental social-emotional support services designed to help bridge a connection to school for students who are at risk of academic failure. The ROE #39 ALOP as described below are designed to serve students in grades 4-12 with poor attendance, excessive behavioral referrals, credit deficiencies, poor academic performance, and/or needs related to social emotional well-being, and each shall be provided onsite. Members of the programs may include an ROE #39 director, site coordinator, student liaisons, teachers, and teaching assistants working in partnership with District teachers and support staff.

### **Section 3: Placement of Students**



3433 Rupp Parkway  
Decatur, IL 62526  
Phone: 217-872-3721

**Jill R. Reedy**  
Regional Superintendent  
jreedy@roe39.org

Working with ROE #39, the participating district will identify students that may be eligible for and would benefit from placement at ROE #39 ALOP pursuant to state legal requirements. Through a variety of mechanisms (including but not limited to student service team referrals, problem-solving team referrals, universal screeners, articulation meetings, and teacher team meetings) students are identified by the District as needing support with academics, behavioral struggles, attendance issues, and/or social emotional well being in order to stay on track toward meeting graduation requirements. Priority for placement in the ALOP shall be provided to students who received any ALOP, RSSP or truancy services the previous school year. To increase the likelihood of a successful outcome, every effort should be made to identify students as early as possible for ALOP support.

Enrollment into an ALOP requires parental consent if under the age of 18. After the participating district receives parental consent to share student information with ROE #39 about a potential placement and if there are current openings for the student in the program, a referral form will be completed and submitted to ROE #39. A designated student liaison from ROE #39 will then meet with the parents and student for initial contact and to obtain necessary consent. Upon receiving parental consent for the student's enrollment, a Student Success Plan will then be initiated.

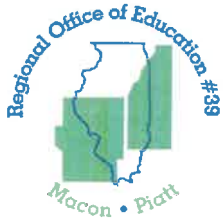
#### **Section 4: Student Success Plan**

A Student Success Plan (SSP) shall be developed for each student based on an assessment of the student's educational and social functioning and that establishes goals and objectives for satisfactory performance in the ROE #39 ALOP. The SSP shall include the following: 1). Curriculum and instructional methods to be used to improve student academic performance. 2). The reason the student was referred to the ALOP. 3). A determination of the needs and strengths exhibited by the student. 4). The expected academic, social and behavioral outcomes to be achieved. 5). The assessment procedures to be used to determine the degree to which the student has achieved learning objectives and outcomes. 6). An estimated length of time for student to achieve success. 7). A description of commitments that the student's parent/guardian will make to support the student in successfully completing the program. 8). A description of the instructional support that the student will receive to assist them in making sufficient academic progress to permit successful transition back into the regular school program.

In addition to creating goals, each student is given an assessment to assess the level of current difficulty a student is experiencing and assess the types of interventions that will be most effective. Program staff communicate regularly with parents/guardians regarding academic progress, attendance, and behavior. Daily calls are made to the parents of students who are absent from school without prior notice.

#### **Section 5: Student Progress Monitoring**

Student Liaisons will provide support by monitoring student grades, attendance, and behavior. Each student's progress is evaluated weekly by the Student Liaison using a variety of qualitative and quantitative strategies in accordance with each SSP. Instructional strategies, resources, and academic and social skill intervention will be adjusted as needed. Student and parent contacts, interventions, goal



3433 Rupp Parkway  
Decatur, IL 62526  
Phone: 217-872-3721

**Jill R. Reedy**  
Regional Superintendent  
jreedy@roe39.org

updates, coursework completion and credits earned a documented by the Student Liaison. The ALOP site coordinator will provide monthly program updates to building administrators to keep the District informed of progress for students in each program, identify transition goals for students exiting the program, and to share pertinent information on any new referrals. Additionally, upon request, ROE #39 will provide the District with reports including, but not limited to, the following: 1). Student attendance; 2). Student academic progress; 3). Documentation of progress toward the SSP goals.

#### **Section 6: Student Discipline**

Students enrolled in the ROE #39 ALOP shall be subject to the District behavior expectations and consequences for engaging in misconduct as per the policies of the District while participating in the ROE #39 ALOP.

#### **Section 7: Evaluation**

The District shall participate fully in the evaluation plan for measuring the effectiveness of the program.

#### **Section 8: Student Record Confidentiality**

The District agrees to provide access to student records, including access to the student information system, for students enrolled in the ALOP program to ROE #39 Student Liaisons and their immediate supervisors related to the development of the SSPs and the implementation of those plans.

#### **Section 9: Cooperation Regarding Evidence-based Funding**

The District agrees to cooperate with ROE #39 in making its claim for evidence-based so that funds will be properly appropriated to ROE #39 for the services provided in this Agreement.

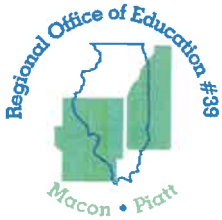
#### **Section 10: Funding**

ROE #39 will use its Evidence-Based Funding dollars to fund this program except that the District will continue to provide adequate space for the number of students and staff in the program including the cost of the utilities in that space(s). It is understood that this commitment can be collectively modified or nullified by either party if a significant reduction of ROE #39 state funding occurs. If, during the March 1 enrollment period, the net total of students recorded with ISBE for this program is less than the actual amount served by ROE #39 on March 1, then by the end of the fiscal year of this agreement, if ROE #39 provides an invoice to the District, the District will reimburse ROE #39 for services rendered to its students on a cost per pupil basis for students not realized in the March 1 enrollment count.

#### **Section 11: Term**

The Agreement shall run for the school term as determined by the District calendar in conjunction with the ROE #39 calendar. The District understands and agrees that ROE #39 ALOP may not be able to





3433 Rupp Parkway  
Decatur, IL 62526  
Phone: 217-872-3721

**Jill R. Reedy**  
Regional Superintendent  
jreedy@roe39.org

provide services on certain days throughout the school year due to their professional development obligations with ROE #39. On such days, students will remain in the regular school program.

**Acceptance by Parties:**

Choosing to sign the signature page allows participation in this program. **There is no financial obligation unless the district utilizes this service. A representative signature indicates support of and consent for participation in the ROE #39 ALOP.**

By: Jill R. Reedy  
Macon-Piatt ROE Superintendent

Date: 4/24/2025

School District Name and Number: Decatur Public Schools District #61

By: \_\_\_\_\_  
District Superintendent

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

By: \_\_\_\_\_  
Board President or designee

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



## Board of Education Decatur Public School District #61

<b>Date:</b> June 24, 2025	<b>Subject:</b> Annual Frontline Education One-Year Renewal Notice
<b>Initiated By:</b> Monica Wilks, Director of Human Resources	<b>Attachments:</b> Frontline Education Renewal Invoice
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

**BACKGROUND INFORMATION:**

Purchases over \$25,000 require board approval. The Frontline Education annual renewal agreement exceeds this limit.

**CURRENT CONSIDERATIONS:**

Frontline Education provides Absence and Substitute management (electronic absence and substitute records) for the District. The District has used Frontline Education for this purpose for several years.

**FINANCIAL CONSIDERATIONS:**

The one-year renewal cost for 2025-2026 is \$28,676.96. These costs will be paid from the HR Budget.

**STAFF RECOMMENDATION:**

The Administration respectfully requests the Board of Education approve the one-year renewal agreement with Frontline Education as presented.

**RECOMMENDED ACTION:**

- ☒ Approval
- ☐ Information
- ☐ Discussion

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



# INVOICE

Acct #: 14272  
#INVUS222613

Accounts payable  
Decatur School District 61  
101 W Cerro Gordo St  
Decatur IL 62523

**Start Date:** 7/1/2025  
**Due Date:** 7/31/2025



1oz - #10 - 40 - 65 - F1 P69

## PAYMENT INFORMATION

### Please send checks to:

Frontline Technologies Group LLC  
PO Box 780577  
Philadelphia, PA 19178-0577

### To make payment via ACH/EFT:

Bank Name: Wells Fargo, N.A.  
Account Name: Frontline Technologies Group LLC  
ABA/Routing #: 121000248  
Account #: 4121566533  
Swift Code: WFBUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to [Billing@FrontlineEd.com](mailto:Billing@FrontlineEd.com).

You can find a copy of our W9 at <http://help.frontlinek12.com/WebNav/Docs/FrontlineEducationW9.pdf>.

Qty	Description	Start	End	End User	Rate	Amount
1	Absence & Substitute Management, unlimited usage for internal employees	7/1/2025	6/30/2026	14272 Decatur School District 61	\$28,676.96	\$28,676.96

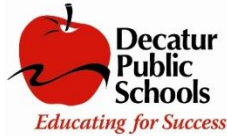
Your timely payment is important to maintain continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. We are unable to address PO# inquiries. Please check with your internal departments for PO# information. Any PO copies and/or vouchers for signature can be emailed to [billing@frontlineed.com](mailto:billing@frontlineed.com).

SUBTOTAL \$28,676.96

**TOTAL DUE** \$28,676.96  
**by 7/31/2025**

ACCOUNTS  
MAY 27 2025  
PAYABLE

327



## Board of Education Decatur Public School District #61

<b>Date:</b> June 24, 2025	<b>Subject:</b> 2025-2026 Student Code of Conduct and Parent Handbook
<b>Initiated By:</b> Dr. Danielle Lusby and Eldon Conn, Directors of Student Services and Discipline Action Committee	<b>Attachments:</b> <b>FINAL</b> 2025-2026 Student Code of Conduct and Parent Handbook
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

### **BACKGROUND INFORMATION:**

The Discipline Action Committee meets each month during the school year to discuss topics relative to school discipline. This year the main changes were adding Section 504 and removing most of the Sexual Harassment, as well as language changes throughout. The suggested revisions have been reviewed by the district's legal representative.

### **CURRENT CONSIDERATIONS:**

Then DRAFT 2025-2026 Student Code of Conduct and Parent Handbook with recommended changes was presented to the Board of Education during the May 27, 2025 Board of Education meeting. Since the presentation, there were changes/updates to School Board Policies 7:160 Student Appearance, 7:190 Student Behavior and 8:30 Visitors To and Conduct On School Property that were incorporated, as appropriate, in the **FINAL** 2025-2026 Student Code of Conduct and Parent Handbook, which is attached hereto and recommended for approval during the June 24, 2025 Board of Education meeting.

### **FINANCIAL CONSIDERATIONS:**

None at this time.

### **STAFF RECOMMENDATION:**

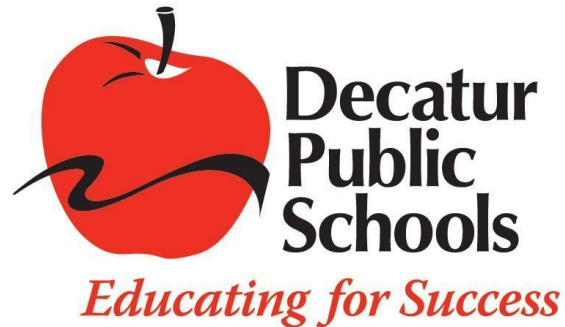
The Administration respectfully requests the Board of Education approve the Student Code of Conduct and Parent Handbook for the 2025-2026 school year as presented.

### **RECOMMENDED ACTION:**

- ☒ Approval
- ☐ Information
- ☐ Discussion

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

**Decatur Public School District 61**  
**101 West Cerro Gordo Street**  
**Decatur, Illinois 62523**



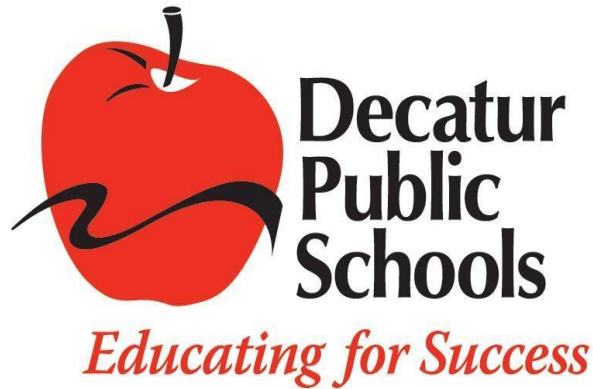
---

---

**Student Code of Conduct**  
**And**  
**Parent Handbook**  
**2025-2026**

---

---



# Student Code of Conduct and Parent Handbook 2025-2026

Adopted by the Board of Education

*July 27, 1999*

*Revision June 10, 2025*

---

---

## Mission Statement

*The Discipline Action Committee of Decatur Public School District #61 is charged with maintaining and updating the language contained within the **Student Code of Conduct and Parent Handbook**. Our goal is to provide parents and students of District #61 with expectations for student conduct and the consequences for failure to adhere to the policies stated within the handbook. The Committee will update the handbook's language as dictated by changes to Federal and State laws and to meet District #61's needs. We will provide our schools with the tools to promote positive, responsible standards of student behavior in order to provide quality educational environments free from disruptions that interfere with the learning process*

## **PARENT HANDBOOK TABLE OF CONTENTS**

<b>School Admission Procedure.....</b>	<b>5</b>
Age of Entrance.....	5
Athletic Fee.....	5
Instructional Materials Fee.....	5
District 61 Check Policy.....	6
Emergency Phone Contact.....	6
Health Requirements.....	6
Magnet and Montessori Schools.....	7
Cafeteria Services.....	8
Transportation.....	8
School Bus Safety Rules.....	9
<b>Attendance &amp; Truancy.....</b>	<b>9</b>
Absence Notification.....	10
Excused/Unexcused Absence Criteria.....	11
Tardy Policy.....	11
Homebound Instruction.....	11
<b>Visitors to School.....</b>	<b>12</b>
<b>Equal Educational Opportunities.....</b>	<b>12</b>
<b>Grading &amp; Promotion.....</b>	<b>12</b>
Homework.....	14
Free and Appropriate Public Education.....	15
Section 504.....	16
English Learners.....	17
Graduation Information.....	18
Grade Level Classification.....	19
Registered Apprenticeship Program.....	20
Alternative Course Credit and Course Substitutions.....	20
Physical Education Requirements.....	21
Early Graduation.....	21
<b>Re-Enrollment.....</b>	<b>23</b>
<b>Student Identification.....</b>	<b>23</b>
<b>Gifted Education.....</b>	<b>23</b>
Nomination/Withdrawal Procedure.....	23
<b>Summer School.....</b>	<b>24</b>
<b>Parent Participation.....</b>	<b>24</b>
<b>The Abused and Neglected Child Reporting Act.....</b>	<b>24</b>
<b>Student Transfer from District 61.....</b>	<b>26</b>
<b>Student Assignments and Transfers within District 61.....</b>	<b>26</b>
<b>Homeless Children.....</b>	<b>27</b>
<b>Procedure for School Problems.....</b>	<b>27</b>
<b>Teachers &amp; Paraprofessional Qualification Notifications.....</b>	<b>27</b>
<b>School Student Records.....</b>	<b>28</b>
<b>Sex Equity.....</b>	<b>30</b>
<b>Sexual Harassment Policy.....</b>	<b>31</b>
<b>Care of Students With Diabetes.....</b>	<b>31</b>
<b>Life-Threatening Food Allergy Management Program.....</b>	<b>31</b>
<b>Asthma.....</b>	<b>32</b>
<b>Medications at School.....</b>	<b>32</b>
<b>Protection of Pupil Rights Act.....</b>	<b>32</b>
<b>Rights Under the School Visitation Rights Act.....</b>	<b>33</b>
<b>Teen Dating Violence Policy.....</b>	<b>33</b>
<b>Parent Sex Offender and Violent Offender Notification.....</b>	<b>34</b>



## **STUDENT CODE OF CONDUCT TABLE OF CONTENTS**

<b>Parents Right to Opt-out of Health Education Activities.....</b>	<b>34</b>
<b>Extracurricular and Co-Curricular Activities.....</b>	<b>34</b>
<b>District 61 and Student Code of Conduct.....</b>	<b>35</b>
<b>Rights and Responsibilities.....</b>	<b>35</b>
Rights of Students.....	35
Responsibilities of Students.....	35
Rights of Parents/Guardians.....	36
Responsibilities of Parents/Guardians.....	36
Rights of Staff Members.....	37
Responsibilities of Staff Members.....	37
Rights of Administrators.....	38
Responsibilities of Administrators.....	38
<b>Standards of Conduct.....</b>	<b>39</b>
General Conduct.....	39
Bus Conduct.....	40
Student Dress Code.....	40
<b>Administrative Procedures</b>	
<b>Section I Administrative Procedures.....</b>	<b>41</b>
Part A Expulsion Hearings and Board Suspension Review Hearings.....	42
Part B Discipline and Suspension Procedures and Notification.....	43
Part C Special Education General Procedures and Disciplinary Actions.....	45
Part D Searches of Students and Student Lockers.....	47
Part E Procedures for Handling Misconduct on Bus.....	47
<b>Section II Policies and Procedures.....</b>	<b>48</b>
Part A General Procedures.....	48
Part B Internet and Technology Use Policy.....	49
Part C Athletic Code.....	54
Part D Search and Seizure.....	55
Part E Preventing Bullying and Harassment Policy.....	56
Part F Student Behavior.....	61
Part G Parent-Teacher Advisory Committee.....	68
Part H Faith's Law.....	69
Part I Distribution of Policy.....	73
Part J Visitors to School and Conduct on School Property.....	73
<b>Section III General Consequences.....</b>	<b>75</b>
Part A Expectations.....	75
Part B Range of Administrative Consequences/Interventions.....	76
Part C Interventions and Resources.....	78
Part D Discipline Violations and Ranges of Consequences.....	79
<b>DPS Addresses and Telephone Numbers.....</b>	<b>90</b>
<b>Resource Guide.....</b>	<b>91</b>
<b>Suicide Prevention.....</b>	<b>94</b>



## SCHOOL ADMISSION PROCEDURE

All students must register for school each year on the dates and at the places designated by the Superintendent.

Students enrolling in the District for the first time must present a birth certificate or other reliable proof of identity and age, as well as proof of residence. Refer to *Health Requirements* in this publication for specific medical and dental requirements. Refer any enrollment questions to the school secretary.

### Age of Entrance

To be eligible for admission into Kindergarten a child must be 5 years old on or before September 1 of that school term. A child entering first grade must be six years of age on or before September 1 of that school year. Based upon an assessment of the child's readiness to attend Kindergarten the District may permit him or her to attend school prior to these dates, if the child is at least 4 years, 6 months by June 1. A child will also be allowed to attend first grade based upon an assessment of his or her readiness if he or she attended a non-public preschool, continued his or her education at that school through kindergarten, was taught in kindergarten by an appropriately licensed teacher, and will be six years old on or before December 31. A child with exceptional needs who qualifies for special education services is eligible for admission at three years of age. Early entrance to kindergarten or first grade may also be available through Board policy 6:135, *Accelerated Placement Program*.

### Athletic Fee

Any Middle or High school student who is participating in an Athletic Activity is required to pay athletic fees as described. Fee maximums apply per FAMILY/per BUILDING.

Elementary and Middle School (grades K – 8): \$10 per sport/ \$50 maximum per family/per building

High School (grades 9 – 12) - \$20 per sport/ \$100 maximum per family/per building

### Instructional Materials Fee

Each pupil is required to pay an instructional materials fee at the time of registration. Fees for the 2025-2026 school year are:

*Early Childhood-Grade 6.....\$80.00*

*Grades 7-12.....\$100.00*

The instructional materials fees are applied toward the purchase of basic and supplemental tests, hard-cover, paperback, periodicals, workbooks, and other related materials. Additional replacement costs are charged for materials lost or damaged beyond normal wear.

A student shall be eligible for a fee and fine waiver when:

1. The student currently lives in a household that meets the same income guidelines, with the same limits based on household size, that are used for the federal free meals program;
2. The student's parents/guardians are veterans or active-duty military personnel with income at or below 200% of the federal poverty line; or
3. The student is homeless, as defined in the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11434a).

The Superintendent or designee will give additional consideration when one or more of the following factors are present:

- Serious illness in the family;
- Unusual expenses such as fire, flood, storm damage, etc.;
- Unemployment;
- Emergency situations;
- When one or more of the parents/guardians are involved in a work stoppage.

If a student receiving a waiver is found to be no longer eligible during the school year, the Superintendent or designee shall notify the student's parent/guardian and charge the student a prorated amount based upon the number of school days remaining in the school year.

Within 30 calendar days after the receipt of a waiver request, the Superintendent or designee shall mail a notice to the parent/guardian whenever a waiver request is denied. The denial notice shall include: (1) the reason for the denial, (2) the process and timelines for making an appeal, and (3) a statement that the parent/guardian may reapply for a waiver any time during the school year if circumstances change. If the denial is appealed, the District shall follow the procedures for the resolution of appeals as provided in the ISBE rule on waiver of fees.

The District qualifies under the USDA Eligibility Provision (CEP) to provide breakfast and lunch to each child in the District at no charge to the student. The CEP designation does not qualify the child for free textbooks. In order to qualify for free textbooks, the child must be identified by the State as a "Direct Certification" student, or the parent must complete the appropriate application and file the paperwork with Aramark Services for evaluation. We strongly encourage all parents to complete the CEP form as part of the registration process to help offset the Instructional Materials Fees. Students who do not qualify will be notified by Aramark and the full instructional materials fee will apply.

Parents may establish a payment schedule with the school if they are unable to pay the entire fee at registration. Fees must be paid in full by February 1 to avoid credit bureau collection.

Students attending Macon-Piatt Special Education Programs from county school districts should register in their resident (county) school and pay the instructional materials fees required of that district. Decatur Public Schools will seek instructional materials fees from the Macon-Piatt Special Education District, rather than directly from the pupil.

#### **Decatur Public Schools Check Policy**

If your check is returned, you authorize Decatur Public School District 61 and its agents to collect this item electronically through eCashFlow Services. The check writer will be assessed a check collection fee as allowed by law and will be responsible for all other collection costs.

#### **Emergency Phone Contact**

In any school emergency, parents are immediately notified. The State of Illinois requires parents to provide the working telephone numbers of two responsible adults to be contacted when parents are not available. Failure to comply with this requirement may result in the student being denied the privilege of school attendance.

#### **Health Requirements**

Parent(s)/guardian(s) shall present proof of their child's examinations and immunizations as required by the State of Illinois and the District. **Requirements shall be submitted on the first day of school.** All health forms are available at the individual schools and district website.

**Medical** examinations shall be performed by a physician licensed to practice medicine in all of its branches, or an Advanced Practice Nurse, or Physician's Assistant, and recorded on the State of Illinois Certificate of Child Health Examination form. Sports physical forms are not acceptable for this requirement. Examinations shall be conducted within one year prior to the date of first entry into:

1. Pre-K;
2. Kindergarten;
3. Sixth grade;
4. Ninth grade; and
5. Any grade level when it is the student's first entry into a school in Illinois.

**Dental** examinations shall be performed by a licensed dentist, and recorded on the Proof of School Dental Examination form. Examinations shall be conducted within 18 months prior to May 15 of the year your child enters:

1. Kindergarten;
2. Second grade;
3. Sixth grade; and
4. Ninth grade.

**Immunizations** and screenings against preventable communicable diseases are required per Department of Health rules at the above intervals and/or as specified. All requirements are due by the first day of school. **All 6<sup>th</sup> through 11<sup>th</sup> grade students must show evidence of receiving one MCV4 (meningococcal) vaccine and 12<sup>th</sup> grade students must show evidence of receiving two MCV4 (meningococcal) vaccines with the second doses given after their 16<sup>th</sup> birthday.**

Detailed information on required vaccines can be found in “School Health Guidelines” and the District website.

**Vision** Examinations shall be performed by an **optometrist or ophthalmologist**, and recorded on the appropriate State of Illinois Proof of Vision Examination Form. Examinations shall be conducted within one year prior to the date of first entry into Kindergarten or first entry into an Illinois school, and submitted to the school on or before the first day of school.

A student may be exempted from this policy’s requirements on religious grounds if the student’s parents/guardians present to the Superintendent or designee a signed Certification of Religious Exemption explaining the objection, and **shall be signed by a health care provider** that they have provided education to the parents or legal guardians about the benefits of immunizations and the health risks of not vaccinating students. A student may be exempted from immunizations on medical grounds if a physician provides a written verification on the examination form. All statements of medical exemption must be approved by the Illinois Department of Public Health. Parents/guardians will receive “Student Health Guidelines” which further explain all health requirements and policies required under 77 Illinois Administrative Code 665.280 and 665.520.

### **Magnet and Montessori Schools**

The parent/guardian must fill out a magnet application online through Schoolmint and attend a mandatory orientation before the student will be considered as entered into the Magnet lottery. This must be done within the time period of the open lottery. The available seats are limited in these programs, so please take the time to make sure that the program you are applying for is the best program for your specific student’s needs. If your child is accepted at one of the Magnet schools, you will also need to fill out the required registration paperwork. Once you have accepted a seat at the school and the school year has started, your child will be required to remain at the location for that current school year. If you wish to remove your child from a Magnet school for the following school year, you must do so in writing before May 1st. If you move out of the DPS boundary or leave the program, you will need to complete the lottery process again to attempt to re-enter for the following school year. Any families who are awarded a spot in a magnet program will be required to sign a magnet compact when registering.

Students coming into the PreK program at Montessori Academy for Peace must be potty trained.

Magnet Compact Link This signature will acknowledge that families understand that if the Code of Conduct is violated, consequences will range from: parent contact thru magnet status revocation with the student returning to their home attendance center. If your student’s magnet status is revoked, they will not be allowed to return to the magnet school the following school year.

## **Cafeteria Services**

A complete Type A Breakfast and Type A Lunch is available in every school to every student at no charge to the student. The Type A lunch and breakfast consist of a combination of hot and cold foods prepared to meet a significant portion of the minimum daily nutritional requirements for good health, as established by the U.S. Department of Agriculture under the National School Lunch Act. Students are urged to eat the Type A lunch and breakfast each day, thereby assuring themselves of at least two well-balanced meals daily. Students may bring a lunch from home or participate in the school lunch program.

## **Transportation**

For student transportation information, or to make special arrangements or address changes concerning your child's transportation, **please contact the school** that your child attends. **DO NOT** call the bus company or the Keil building—all changes **MUST** go through your school office. Changes made during the course of the school year require a minimum of three days to become effective. Parents may be required to provide transportation for the student to and from school during this time.

Parents or legal guardians who provide transportation to and from school, because free transportation was not available for their students, may be eligible to receive money from the State of Illinois to help offset some costs for Decatur Public Transit bus fares or for private automobiles at the current approved rate. Your student must be under 21 on June 5th, be a full-time student, and reside more than one and one-half miles from school to be eligible. If you want to file a claim, you must go to the school your student attends by June 15th and file the claim in person. Funding of this program is determined by the State General Assembly and is not controlled by Decatur Public Schools.

## **ISBE (Illinois State Board of Education) Pupil Transportation Frequently Asked Questions**

- **Is the district required to transport students who live less than one and one-half miles from their assigned attendance center?**  
No. School Board may provide transportation for pupils living less than one and one-half miles as measured by the customary route of travel from the school attended and may make a charge for such transportation in an amount not to exceed the cost thereof, which shall include a reasonable allowance for depreciation of the vehicles so used. Statutory Citation: 105 ILCS 5/29-2.
- **How is the one and one-half miles measured?**  
State statute defines the measurement as the distance from the exit of the property where the pupil resides to the point where pupils are normally unloaded at the school attended; such distance shall be measured by determining the shortest distance on normally traveled roads or streets.
- **Are districts required to provide door-to-door transportation for prekindergarten or elementary students?**  
No, unless it is required per the Individualized Education Program (IEP) of a student with disabilities. Parents/guardians are responsible to see that the child is at the scheduled bus stop in time to board the school bus to go to school and be at the bus stop upon the child's return at the end of the school day.
- **Who determines the locations of the bus stops (pickup/drop-off points)?**  
The local school board of the district is required to establish the bus stops (pickup/drop-off points) for eligible students at a point located not more than one and one-half miles from the exit of the property of each pupil assigned to such point. The school district is **not** required to provide door-to-door service. Statutory Citation: 105 ILCS 5/29-3

## School Bus Safety Rules

- a. Be aware of moving traffic and pay attention to your surroundings.
- b. Dress properly for the weather. Make sure all drawstrings, ties, straps, etc. on all clothing, backpacks and other items, are shortened or removed to lessen the likelihood of them getting caught in bus doors, railings or aisles.
- c. Arrive on time at the bus stop, and stay away from the street while waiting for the bus.
- d. Stay away from the bus until it stops completely and the driver signals you to board. Enter in single file without pushing. Always use the handrail.
- e. Take a seat right away and remain seated facing forward. Keep your hands, arms, and head inside the bus.
- f. Talk quietly on the bus. No shouting or creating loud noises that may distract the driver. Tablets, iPads, smart phones, and other electronic devices must be silenced on the bus unless a student uses headphones.
- g. Help keep the bus neat and clean. Keep belongings out of the aisle and away from emergency exits. Eating and drinking are not allowed on the bus.
- h. Always listen to the driver's instructions. Be courteous to the driver and other students. Sit with your hands to yourself and avoid making noises that would distract the driver or bother other passengers.
- i. Wait until the bus pulls to a complete stop before standing up. Use the handrail when exiting the bus.
- j. Stay out of the danger zone next to the bus where the driver may have difficulty seeing you. Take at least five giant steps (10 feet) away from the bus and out of the danger zone, until you can see the driver and the driver sees you. Never crawl under a bus.
- k. If you must cross the street after you get off the bus, wait for the driver's signal and then cross in front of the bus. Cross the street only after checking both ways for traffic, even after the driver's signal.
- l. Never run back to the bus, even if you dropped or forgot something.

## Audio/Video Recording on the Bus

Electronic visual and audio recordings may be used to monitor conduct and to promote and maintain a safe environment on the school bus. Students who damage the bus, including tampering with electronic recording devices on the bus, will be responsible for the cost of any necessary repairs or replacement and may be subject to discipline. Decatur Public School District's bus policy is set forth in Board Policy 7:220.

## ATTENDANCE & TRUANCY

### Definitions

**Truant** - A "truant" is a child subject to compulsory school attendance and who is absent without valid cause from such attendance for a school day or portion thereof. Truant also includes students who are absent for one or more class periods within the school day whose absence cannot be accounted for.

**Valid Cause for Absence** - A child may be absent from school because of illness, including the mental or behavioral health of the student, observance of a religious holiday, death in the immediate family, family emergency, attendance at a civic event, situations beyond the student's control as determined by the Board of Education, voting pursuant to policy 7:90, such other circumstances which cause reasonable concern to the parent for the mental, emotional, or physical health or safety of the student, or other reason as approved by the Superintendent or designee.

**Chronic Absenteeism:** A student who misses 10 percent of school days within the most recent academic year with or without a valid excuse. Out-of-school suspensions are included.

**Chronic or Habitual Truant** - A “chronic or habitual truant” is a child who is subject to compulsory school attendance and who is absent without valid cause from such attendance for 5 or more percent of the previous 180 regular attendance days.

**Truant Minor** - A child to whom supportive services, including prevention, diagnostic, intervention and remedial services, alternative programs, and other school and community resources, have been provided and have failed to result in the cessation of chronic truancy, or have been offered and refused.

### **Truancy**

The School District will determine if the student is a truant, chronic or habitual truant, or a truant minor. The Superintendent shall direct the appropriate School District staff to develop diagnostic procedures to be used for identifying the cause(s) of unexcused student absenteeism. The diagnostic procedures shall include, but not be limited to, interviews with the student, his or her parent(s)/guardian(s), and any school official(s) or other people who may have information about the reason(s) for the student's attendance problem.

The following supportive services may be offered to truant or chronically truant students:

- Parent-teacher conferences
- Attendance Intervention Plans
- Student and/or family counseling
- Information about community agency services

If truancy continues after supportive services have been offered, the building principal shall refer the matter to the Department of Student Services to begin the Truancy Review Board Process. The Department of Student Services may call upon the resources of outside agencies, such as the Regional Office of Education Truancy Division or Teen Justice Program. The School Board, Superintendent, School District administrators, and teachers shall assist and furnish such information as they have to aid truant officers. Truancy may result in legal consequences.

The District shall collect and review its chronic absence data in order to determine what resources and support is needed to assist in engaging chronically absent students and their families to encourage daily attendance and promote student success.

### **Absence Notification**

A student's parent(s)/guardian(s) must: (1) upon their child's enrollment, provide working telephone numbers to the building principal and update them as necessary, and (2) authorize all absences and notify the school in advance or at the time of the child's absence.

If a student is absent without prior authorization by the parent(s)/guardian(s), the designated school official shall make a reasonable effort to notify the parent(s)/guardian(s) of their child's absence after the first class by telephoning the numbers given.

Students are expected to be present and to participate every day throughout the school year unless there is an appropriate reason for being absent. When a student is absent from class, credit for the course can be affected, as the student loses teacher instruction and class interaction. Students with an absence will be allowed to make up work for equal value upon request of the student or guardian. Request shall be done within 48 hours of the absence. Student will be allowed up to 1 day for every day the student is absent from school.

For anticipated absences, the student is required to bring a note (or phone call) from his or her parent/guardian prior to the absence. To be approved, absences must meet the excused absence criteria. Students returning to school with what they consider to be an approved absence must show proof or the absence will become unexcused. Students are allowed twelve excused parent notifications **per year**.

**Excused Absence Criteria:**

Student will be allowed makeup privileges based on the Absence Notification information provided above.

- A. Parent/guardian notes describing illness for son/daughter. Parent notes that exceed twelve notes per year will be considered unexcused unless approved by the building principal.
- B. A verified doctor appointment: the student will be required to secure a written report from the doctor in order to be excused.
- C. Funeral: Funeral that requires traveling and absences more than three days shall be discussed with administration to be excused.
- D. Student illness verified in writing by a doctor or students sent home by school nurse.
- E. One college day for juniors and two college days for seniors with proof of the college attended.
- F. Court appearances.
- G. Absences due to extenuating circumstances shall be discussed and approved by an administrator.
- H. Out-of-school suspensions: Please refer to Section I, Part C, "Suspension Procedures," of the *Student Code of Conduct and Procedures Handbook* under "The Disciplinary Policy."
- I. Religious Observations.

**Unexcused Absence Criteria:**

- A. Truancy from school.
- B. Returning to school without a note from parent/guardian or without prior notification (phone call or note) of absence.
- C. Absences explained by a parent/guardian note that exceed twelve days without a doctor's note or other unexcused absence.
- D. Any other reason not included in excused absences nor approved by an administrator.
- E. Vacations.

**Tardy Policy**

The Decatur Public Schools does not penalize students who come late to school occasionally for reasons recognized by the State of Illinois as valid causes for missing school. However, the district and the state consider a student who arrives late without valid cause, unexcused. If the tardiness becomes habitual, building administrators or designee will meet with parents/guardians to determine the cause and then begin interventions to assist the child and/or family. Tardies ultimately equal unexcused absences from school.

**Tardy Consequences**

- 1. After 5 tardies, students will receive a letter home and assigned detention.
- 2. After 7 tardies, students will receive a letter home and assigned detention. A meeting and attendance contract will be developed at the building level.
- 3. After 10 tardies, students will receive a letter home, and 1 day in Care/Transition. An attendance contract will be modified at the building level.
- 4. After 15 tardies, a parent meeting will be held regarding potential implementation of interventions and consequences of continued tardiness to school. Students will receive a letter home, and 2 days in Care/Transition.

**Homebound Instruction**

Home services may be provided to a student if that student has a medical condition and whose physician, physician assistant, or advanced practice registered nurse anticipates that the student will be absent from school for a minimum of 10 days or more, or on an intermittent basis due to a medical condition. Eligibility shall be determined by State law and the Ill. State Board of Education rules governing (1) the continuum of placement options for students who have been identified for special education services or (2) the home and hospital instruction provisions for students who have not been identified for special education services.

Appropriate educational services from qualified staff will begin no later than five school days after receiving a written statement from: (1) a physician licensed to practice medicine in all of its branches, (2) a licensed physician assistant, or (3) a licensed advanced practice registered nurse. Instructional or related services for a student receiving special education services will be determined by the student's individualized education program. (Students on Home Study are not allowed to take Driver's Education and/or Behind the Wheel.)

### **Visitors to the School**

A visitor to the school is defined as any person other than an enrolled student or District employee.

All visitors to school property are required to report to the Building Principal's office and receive permission to remain on school property. All visitors must sign a visitors' log, show identification, be screened through the Raptor system, and wear a visitor's badge. When leaving the school, visitors must return their badge. On those occasions when large groups of parents/guardians, friends, and/or community members are invited onto school property or when community members are attending Board meetings, visitors are not required to sign in but must follow school officials' instructions. Persons on school property without permission will be directed to leave and may be subject to criminal prosecution.

### **Marijuana and Other Odors**

Effective July 1, 2025, Individuals that visit our schools and smell of Marijuana or other offensive, distracting, and or noxious odors, will be asked to leave the premises. Marijuana has an odor that can cause/trigger allergic reactions, make others sick from long term exposure, affect indoor air quality, and potentially have cancer-causing chemicals that put our students, staff, and others at risk.

School-aged students that come to school that smell like marijuana, or other offensive, distracting, and/or noxious odors will be asked to call home for a change in clothing or picked up from school so he/she can change clothes. When a student smells of marijuana or other offensive, distracting, and/or noxious odors, it can be distracting for them and others in the classroom which impedes learning. Our goal is, and will continue to be, providing an atmosphere that is safe and conducive to learning.

*\*\*\* Individuals that use marijuana for medicinal purposes will need to provide a medical card upon requests.*

### **Equal Educational Opportunities**

Equal educational and extracurricular opportunities shall be available for all students without regard to color, race, nationality, religion, sex, sexual orientation, ancestry, age, physical or mental disability, gender identity, status of being homeless, immigration status, order of protection status, or actual or potential marital or parental status, including pregnancy. Further, the District will not knowingly enter into agreements with any entity or any individual that discriminates against students on the basis of sex or any other protected status, except that the District remains viewpoint neutral when granting access to school facilities. Any student may file a discrimination grievance by using the *Uniform Grievance Procedure*.

The Decatur Public Schools will, upon request of an individual, make reasonable accommodations in compliance with the ADA and Section 504 of the Rehabilitation Act. Requests shall be submitted to the Director of Human Resources.

## **GRADING & PROMOTION**

Decatur Public Schools is committed to the continuous development of students enrolled in the district's schools and to student achievement of the skills for the current grade assignment for promotion to a higher grade.



Students will normally progress annually from grade to grade when in the judgment of the professional staff, it is in the best interest of the student involved. Parents/Guardians will receive prior notification and explanation concerning the retention. The final decision to promote or retain a student rests with district administration.

All promotion and retention procedures will align with the established District Problem Solving Team Procedures as well as school board policy 6:280 Grading and Promotion.

### **Grading and Promotion**

Grading and promotion policy decisions shall be established by the Superintendent or designee. This system of grading and reporting academic achievement to students and parents/guardians will be recognized in all Decatur Public Schools. This policy will also determine when promotion and graduation requirements are met.

The decision to promote students to the next grade level will be dependent upon academic performance in reading and math, attendance, and performance on **District-Wide Assessment (DWA)** as described below. School Administrators shall ensure a personal learning plan is created for all students who are recommended for retention and/ or retained.

All non-traditional promotion (i.e. accelerated placement) and retention decisions for Decatur Public School must be approved by the Assistant Superintendent of Teaching & Learning.

### **Promotion Criteria**

A student's promotion status is determined by the following measures:

#### District-Wide Assessment (DWA)

- The **District-Wide Assessment (DWA)**: The district-wide assessment will be the Fast Bridge or other norm-referenced assessment administered by the district. Students with no DWA scores in either reading or math achievement will be considered based on classroom academic performance. If a student's DWA results are incomplete or inaccessible through no fault of the student, the Assistant Superintendent of Teaching & Learning shall make a promotion decision.

#### Academic Performance

- Report card grades in reading and math shall reflect a student's unit test scores and completion of homework assignments during the school year. The **final report card grade** in each subject is an average of the grades reported at the end of each of the four reporting periods.
- Every teacher shall maintain an evaluation record for each student in the teacher's classroom. A District administrator cannot change the final grade assigned by the teacher without notifying the teacher. A reasonable attempt to consult with the teacher must be made and documented by the principal prior to any change of a final grade.
- The home school must notify the parent/ guardian of any student being recommended for retention for the following school year no later than ten (10) school days after the conclusion of the first semester (i.e. 2<sup>nd</sup> quarter of grading). This notification must be documented (i.e. parent/ guardian name, contact number, date and time of contact)
- The home school must notify the Assistant Superintendent of Teaching & Learning no later than ten (10) school days after the conclusion of the first semester (i.e. 2<sup>nd</sup> quarter of grading) of any student the school may recommend for retention for the following school year.

### **Promotion Criteria for Students with Disabilities**

Decisions on whether to promote or retain a student with disabilities will be made in accordance with the Individuals with Disabilities Education Act (IDEA) and as required by other applicable law.

Promotion and retention of a student having an Individualized Education Program (IEP) or receiving accommodations pursuant to Section 504 of the Rehabilitation Act shall be determined by the student's educational team.

Every teacher shall maintain an evaluation record for each student in the teacher's classroom.

A District administrator cannot change the final grade assigned by the teacher without notifying the teacher. Reasons for changing a student's final grade include:

- A miscalculation of test scores;
- A technical error in assigning a particular grade or score;
- The teacher agrees to allow the student to do extra work that may impact the grade;
- An inappropriate grading system used to determine the grade; or
- An inappropriate grade based on an appropriate grading system.

Should a grade change be made, the administrator making the change must sign the changed record.

### **Attendance**

Students should obtain a 95% attendance rate. In **Illinois**, chronic or habitual truant is defined as a child who is absent without valid cause for 5 percent or more of the previous 180 regular attendance days.

### **Retention**

All retained students will receive a Personal Learning Plan, which is developed by the student's school along with the student's parent/guardian. Grade cycles include grades K-3, grades 4-6, grades 7 and 8. Students Turning 15 on or before September 1<sup>st</sup> (Age Cycle 15): If the student is 15 years old on or before September 1<sup>st</sup> and has not met 8th grade promotion criteria, other attendance placement will be considered.

### **Parent Promotion Appeal**

At the conclusion of the summer school period, parents/guardians of retained students will have ten (10) school days after receiving the promotion determination notice from the home school to submit a written request (appeal) for an additional review to the Director of Teaching and Learning and then to the Assistant Superintendent of Teaching & Learning.

### **Final Approval**

All non-traditional promotion (i.e. accelerated placement) and retention decisions for Decatur Public School must be approved by the Assistant Superintendent of Teaching & Learning.

### **Homework**

Students may have assignments to complete outside of school. Parents shall cooperate with teachers to see that the work is done. Homework assignments may be given at any level from kindergarten through high school for a wide variety of reasons:

- **To REINFORCE what was learned in class**
- **To PRACTICE what was learned in class**
- **To FINISH what was started in class**
- **To RESEARCH a topic chosen in class**
- **To STUDY independently a topic started in class**
- **To VISIT a library**
- **To EXPLORE new fields**

**You help your child when you:**

- Check each day to see if your child has a homework assignment and if he/she understands how to do it
- Schedule a specific and uninterrupted time for doing the homework.
- Provide a quiet place for study.
- Let your child do his/her own work.
- Reinforce what was taught at school.
- Check the work to make sure your child understands and completes assignments.
- Ask your child to tell you what he/she has been studying or has learned.
- Check to see that all borrowed school materials are returned promptly and in good condition.
- Check to see that the homework is completed on time and taken to school.

**You hinder your child when you:**

- Do his/her homework for him/her.
- Disagree with or criticize the teacher and school.
- Nag or argue about homework.
- Show little interest.

**Note:** It is the responsibility of the parent to make transportation arrangements when your child stays for after-school help from the teacher.

**Free and Appropriate Public Education**

Decatur Public Schools is a member of the Macon-Piatt Special Education District (MPSED). The School District shall provide a free appropriate public education in the least restrictive environment and necessary related services to all children with disabilities enrolled in the District, as required by the Individuals With Disabilities Education Act (IDEA) and implementing provisions for the School Code, Section 504 of the Rehabilitation Act of 1973, and the Americans With Disabilities Act. The term *children with disabilities*, as used in this policy, means children between ages of 3 and 21 (inclusive) for whom it is determined, through definitions and procedures described in the Ill. State Board of Education (ISBE) *Special Education* rules, that special education services are needed. Children with disabilities who turn 22 years old during the school year are eligible for such services through the end of the school year. It is the intent of the District to ensure that students who are disabled within the definition of Section 504 of the Rehabilitation Act of 1973 are identified, evaluated, and provided with appropriate educational services. Students may be disabled within appropriate educational services. Students may be disabled within the meaning of Section 504 of the Rehabilitation Act even though they do not require services pursuant to IDEA.

For students eligible for services under IDEA, the District shall follow procedures for identification, evaluation, placement, and delivery of services to children with disabilities provided in the ISBE *Special Education* rules. For those students who are not eligible for services under IDEA, but, because of disability as defined by Section 504 of the Rehabilitation Act of 1973, need or are believed to need special instruction or related services, the District shall establish and implement a system of procedural safeguards. The safeguards shall cover students' identification, evaluation and educational placement. This system shall include notice, an opportunity for the student's parent(s)/guardian(s) to examine relevant records, an impartial hearing with opportunity for participation by the student's parent(s)/guardian(s), representation by counsel, and a review procedure.

If necessary, students may also be placed in nonpublic special education programs or education facilities. Questions about the Special Education District and the programs provided shall be directed to the Assistant Director of Special Education, 620 E Garfield Ave. Decatur, IL 62526 or call (217) 362-3055.

## Section 504 Rights

Section 504 of the Rehabilitation Act of 1973, commonly referred to as *Section 504*, is a nondiscrimination statute enacted by the U.S. Congress. The Act's purpose is to: (1) protect the rights of individuals with disabilities in programs and activities that receive federal financial assistance from the U.S. Dept. of Education (ED), and (2) ensure that disabled students have educational opportunities and benefits equal to those provided to non-disabled students.

An eligible student under Section 504 is a student who: has a record of having, or is regarded as having, a *physical or mental impairment* which substantially limits a *major life activity* as defined by 34 C.F.R. §104.3.

Parents/Guardians and/or students have the right to:

1. Be informed by the School District of your rights and procedural safeguards under Section 504 in an understandable language. 34 C.F.R. Part 104. The purpose of this notice is to advise parents/guardians and/or students of these rights.
2. The services of an interpreter, for parents/guardians who are deaf or do not typically communicate using spoken English and who participate in a Section 504 meeting. 105 ILCS 5/14-6.01.
3. A free appropriate public education designed to meet a student's individual educational needs as adequately as the needs of non-disabled students are met. 34 C.F.R. §104.33.
4. Free educational services except for those fees that are imposed on non-disabled students or their parents/guardians. Insurers and similar third parties are not relieved from an otherwise valid obligation to provide or pay for services provided to a disabled student. 34 C.F.R. §104.33.
5. A placement in the least restrictive environment to the maximum extent appropriate to meet the student's needs. 34 C.F.R. §104.34.
6. Facilities, services, and activities comparable to those provided for non-disabled students. 34 C.F.R. §104.34.
7. An evaluation prior to an initial Section 504 placement and any subsequent significant change in placement. 34 C.F.R. §104.35.
8. Testing and other evaluation procedures conforming to the requirements of 34 C.F.R. §104.35(b) as to validation, administration, areas of evaluation, etc. The District shall consider
9. information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical conditions, social and cultural background, adaptive behavior, physical or medical reports, student grades, progress reports, parent/guardian observations, anecdotal reports and standardized test scores. 34 C.F.R. §104.35(c).
10. Placement decisions made by a group of persons, i.e., a Section 504 committee, including the parents/guardians and persons knowledgeable about the student, the meaning of the evaluation data, the placement options, and the legal requirements for the least restrictive environment and comparable facilities. 34 C.F.R. §104.35(c).
11. Periodic reevaluation of students who have been provided special education and related services. 34 C.F.R. §104.35(d).
12. A notice prior to any action by the District in regard to the identification, evaluation, or placement of the student. 34 C.F.R. §104.36.
13. Examine relevant records. 34 C.F.R. §104.36.
14. An impartial hearing regarding the student's identification, evaluation, or educational placement including an opportunity for parental participation in the hearing and representation by an attorney, and a review procedure. 34 C.F.R. §104.36.
15. File a grievance under Board policy 2:260, *Uniform Grievance Procedure*, regarding any complaints that allege action prohibited by Section 504.
16. File a complaint with the District's Section 504 coordinator or designee concerning Section 504 matters other than your student's identification, evaluation and/or placement. The Section 504

coordinator or designee will investigate the allegations to the extent warranted by the nature of the complaint in an effort to reach a prompt and equitable resolution.

17. File a complaint with the Office of Civil Rights. The Office of Civil Rights may be contacted at:
  - a. U.S. Department of Education  
40 Maryland Avenue, SW  
Washington, D.C. 20202  
[www.ed.gov](http://www.ed.gov)

### **Accommodating Individuals with Disabilities**

Individuals with disabilities shall be provided an opportunity to participate in all school-sponsored services, programs, or activities and will not be subject to illegal discrimination. When appropriate, the District may provide to persons with disabilities aids, benefits, or services that are separate or different from, but as effective as, those provided to others.

The District will provide auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity.

Each service, program, website, or activity operated in existing facilities shall be readily accessible to, and useable by, individuals with disabilities. New construction and alterations to facilities existing before January 26, 1992, will be accessible when viewed in their entirety.

The Superintendent or designee is designated the Title II Coordinator and shall:

1. Oversee the District's compliance efforts, recommend necessary modifications to the School Board, and maintain the District's final Title II self-evaluation document, update it to the extent necessary, and keep it available for public inspection for at least three years after its completion date.
2. Institute plans to make information regarding Title II's protection available to any interested party.

Individuals with disabilities should notify the Superintendent or Building Principal if they have a disability that will require special assistance or services and, if so, what services are required. This notification should occur as far in advance as possible of the school-sponsored function, program, or meeting. Individuals with disabilities may allege a violation of this policy or federal law by reporting it to the Superintendent or designated Title II Coordinator, or by filing a grievance under the Uniform Grievance Procedure.

### **English Learners**

The District offers opportunities for resident English Learners to achieve at high levels in academic subjects and to meet the same challenging State academic standards that all children are expected to meet. The Superintendent or designee shall develop and maintain a program for English Learners that will:

1. Assist all English Learners to achieve English proficiency, facilitate effective communication in English, and encourage their full participation in school activities and programs as well as promote participation by the parents/guardians of English Learners.
2. Appropriately identify students with limited English language proficiency.
3. Comply with State law regarding the Transitional Bilingual Educational Program (TBE) or Transitional Program of Instruction (TPI), whichever is applicable.
4. Comply with any applicable State and federal requirements for the receipt of grant money for English Learners and programs to serve them.
5. Determine the appropriate instructional program and environment for English Learners.
6. Annually assess the English proficiency of English Learners and monitor their progress in order to determine their readiness for a mainstream classroom environment.
7. Include English Learners, to the extent required by State and federal law, in the District's student assessment program to measure their achievement in reading/language arts and mathematics.

8. Provide information to the parents/guardians of English Learners about: (a) the reasons for their child's identification, (b) their child's level of English proficiency, (c) the method of instruction to be used, (d) how the program will meet their child's needs, (e) how the program will specifically help their child learn English and meet age-appropriate academic achievement standards for grade promotion and graduation, (f) specific exit requirements of the program, (g) how the program will meet their child's individualized education program, if applicable, and (h) information on parent/guardian rights. Parents/guardians will be regularly apprised of their child's progress and involvement will be encouraged.

### **Parent Involvement**

Parents/guardians of English Learners will be informed how they can: (1) be involved in the education of their children; (2) be active participants in assisting their children to attain English proficiency, achieve at high levels within a well-rounded education, and meet the challenging State academic standards expected of all students; and (3) participate and serve on the District's Transitional Bilingual Education Programs Parent Advisory Committee.

## **GRADUATION INFORMATION**

No student will be allowed to participate in the graduation ceremonies, or be listed in the graduation program unless all requirements for graduation have been completed. Any student who does not complete the requirements, but who completes the course work and provides official transcripts by the last day of summer before the next school year, will be considered a member of the graduating class. A contract outlining the course to be completed must be filed with a counselor and approved by the administration. No diploma will be issued until all of the requirements are met and the necessary transcripts have been received. If there are unique circumstances involved during the senior year, such as an extended illness, the principal may consider exceptions to this policy.

### **High School Graduation Requirements**

A minimum of 22 credit hours is required for graduation from Decatur Public High Schools. Students are required to successfully complete the following to meet minimum requirements for high school graduation:

A minimum of 22 credit hours is required for graduation, distributed as described below:

<b>English</b>	English I English II 2 Credits - English elective	4 credits
<b>Mathematics</b>	1 credit – Algebra 1 1 credit – Geometry	3 credits
<b>Science</b>	1 credit - Life Science 1 credit - Physical Science	2 credits
<b>Social Studies</b>	1 credit - World History (AP World History satisfies this requirement) 1 credit - United States History  0.5 credit- Civics (Grades 11 or 12, Illinois and United States Constitution Exams) 0.5 credit - Inequality & Change OR African American History	3 credits

<b>World Languages, or Art, or Music, or Vocational Education</b>		1 credit
<b>Physical Education or Waiver</b>	0.5 credit – Health  Must be enrolled in PE for all four years and Health for one semester, unless a waiver is approved	4 credits
<b>Consumer Education</b>	Depends on the specific course: <ul style="list-style-type: none"> <li>• Economics – 1 semester</li> <li>• Honors Economics – 1 Semester</li> <li>• Consumer Ed – 1 semester</li> <li>• Independent Living – 1 semester</li> <li>• Introduction to Business – 2 semesters</li> <li>• Business, Marketing and Management – 2 semesters</li> <li>• Vocational Cooperative Education (<i>Levels 3 and 4</i>) – 2 semesters</li> <li>• Cooperative Work Education – 2 semesters</li> </ul>	0.5 or 1 credit
<b>Electives</b>	Grades 9 - 12	4 credits

### **Service Learning Requirements**

Students must complete **6 hours of service learning for each year they are a student in Decatur Public Schools**. Students may not receive compensation for service hours. Projects can be academic or community based.

### **Grade Level Classification**

High School students will be assigned to their cohort when entering high school as a Freshman. They will progress with their assigned cohort throughout high school. A student “on track toward graduation” as a sophomore, junior, or senior will use the following requirements listed below. Students behind in credits will be identified as “deficient credits” while still labeled with their cohort

#### **Sophomore Year:**

##### **5.0 credits – must include:**

- 1.0 credit for English
- 1.0 credit for Math

#### **Junior Year:**

##### **11.0 credits – must include:**

- 2.0 credits for English
- 2.0 credits for Math (1.0 credit for Algebra X/Y students)
- 1.0 credits for Science
- 1.0 credit for Social Studies

#### **Senior Year:**

##### **16.0 credits – must include:**

- 3.0 credits for English
- 2.0 credits for Math
- 2.0 credits for Science
- 2.0 credits Social Studies

If a student does not meet all the graduation requirements by the end of their 4th year after entering high school, they will remain a senior until they meet all requirements.

**Please Note:** The classification of students who have participated in home schooling or other alternative placements will be determined by the administration on an individual basis upon entering high school.

### **Registered Apprenticeship Program**

A student in grades 9-12 who is 16 years or older may satisfy one or more high school courses (including physical education) or graduation requirements by successfully completing a registered apprenticeship program if:

1. The registered apprenticeship program meets all criteria contained in State law;
2. The registered apprenticeship program is listed by the District, or the student identifies a registered (but not listed) apprenticeship program with a business or organization if one is not offered in the District;
3. The student enrolled in a registered apprenticeship program has the opportunity to earn post-secondary credit toward a certificate or degrees, as applicable;
4. The student's parent/guardian requests and approves the substitution(s) in writing on forms provided by the District and on its website;
5. The Building Principal approves the substitution(s); and
6. All non-academic requirements mandated by the School Code for high school graduation that would otherwise prohibit or prevent the student from participating in the registered apprenticeship program are waived.

Information regarding the apprenticeship opportunities available to students may be found on the District's website under Our District > DPS Departments > Innovative Programs.

### **Alternative Course Credit and Course Substitutions**

A student will receive high school credit for successfully completing any course given by an institution accredited by the North Central Association of Colleges and Secondary Schools. High school transfer credits from schools approved by the state and certified by the North Central Association (NCA) or its equivalent will be evaluated by the administration. The conversion formula is typically one-half Carnegie unit of credit equals 1 semester credit hour.

Credit toward graduation requirements may be earned from colleges, and from approved correspondence courses with the prior approval of the counselor and administration.

Credits earned will be counted in the grade point average according to the regular grading scale. Credits earned from schools in foreign countries will be calculated according to the regular grading scale only.

In addition, no student shall receive a certificate of graduation without passing a satisfactory examination on patriotism and principles of representative government, proper use of the flag, methods of voting, and the Pledge of Allegiance.

Students may receive college credit through a variety of credit offerings. A student who successfully completes community college courses may receive high school credit, provided the student is a junior or senior in good academic standing; the course is approved in advance by the student and guidance counselor and the high school administration; the student assumes responsibility for all fees; and the course would be transferable to a four-year college. Three (3) semester hours credit shall be considered the equivalent of one-half (0.5) of credit toward graduation.



**The building principal or designee is responsible for notifying students and their parents/guardians of the District's graduation requirements.**

### **Physical Education Requirements**

1. A student must pass a semester of physical education for each semester in attendance, up to eight (8) semesters, unless the student is excused by a physician or by the school administration, or through an IEP. The physical education requirement includes one (1) semester of health education, which is offered in the freshman year. Health Education is required even though participation in physical education may be excused.
2. Physical education is counted in the units of credit required for graduation. One-half (.5) unit of academic credit is granted for health education.
3. Administrative reasons for waiver of one (1) or more semesters of physical education are:
  - a. Students enrolled in work-study programs that do not allow time for physical education.
  - b. Participation in an alternative/technical/vocational school program which does not permit the possibility of physical education. Such students are excused only when recommended by the administrator of the program and approved by the Superintendent or designee.
  - c. Summer school courses in physical education may be taken following promotion from the 8<sup>th</sup> grade. Credit for physical education may be earned by completing summer courses, regular courses or a combination thereof.
  - d. Students in grades 11 or 12 may request exemption from physical education for the following reasons:
    - i. The student provides written evidence from an institution of higher education that a specific course not included in existing state or local minimum graduation standards is required for admission. The student may be granted an exemption from physical education if the student cannot work the course into this year's or future schedules and needs to use physical education time to schedule the specific course.
    - ii. The student lacks sufficient course credit or lacks one or more courses required by state statute or local school board policies for graduation. Students who have failed required courses, transferred into the district with deficient credits, or lack credits due to other causes may qualify.
    - iii. The student athlete may take an extra course in place of physical education during the duration of the sports season.
      - a) A student athlete is a student who is currently participating in interscholastic athletics or who, based upon previous experience, is expected to participate during the junior or senior year. Current or past experience shall be certified by the inclusion of the student athlete's name on the season-ending IHSA eligibility certificate.
    - iv. Enrollment in Reserve Officers Training Corps (ROTC) program sponsored by the District.
    - v. A student who is enrolled in a program through the Heartland Technical Academy.
    - vi. Students in grades 9, 10, 11, or 12 may request exemption from physical education due to enrollment in marching band (*first semester only*).

### **Early Graduation**

Decatur High Schools are designed to be four-year institutions. While the overwhelming majority of students attend high school for the full four years, it is possible to graduate after seven semesters. The school is not responsible to provide courses in a specific sequence to allow a student to graduate early.

Students who intend to graduate early must complete an application with their guidance counselor by December 1<sup>st</sup> of their junior year. Upon the completion of the application, the counselor will submit a request to the principal. In order to graduate early, a student must meet all requirements for graduation by the last day of final exams in December.

Seniors intending to graduate early must meet with their counselor to ensure that all requirements are met. The eighth (8<sup>th</sup>) semester of PE will be waived under those circumstances.

Students who graduate early are allowed to participate in all spring senior activities, which include prom and graduation ceremonies as well as any graduation activities. Early graduates will be invited to attend any applicable awards assemblies or honor banquets. Early graduates who qualify are eligible to receive Graduation Honors.

Transfer students must complete one full semester at Decatur High Schools to be eligible for early graduation.

### **Graduation Honor Requirements – (determined after 7 semesters)**

**Summa Cum Laude** (Must meet all of the following criteria)

- At least a 3.85 or above GPA
- Attain an SAT benchmark score of 1410 and above

**Magna Cum Laude** (Must meet all of the following criteria)

- At least a 3.70 - 3.84 GPA
- Attain an SAT benchmark score of 1210 - 1400

**Cum Laude** (Must meet all of the following criteria)

- At least a 3.50 - 3.69 GPA
- Attain an SAT benchmark score of 1010 - 1200

**Gold Delta**

- Students who have attended a Decatur Public High School for two or more semesters and have a GPA of at least 3.0 will receive the Gold Delta recognition. Early graduates are eligible.

**Orator**

- The Orator must have attended a Decatur Public High School for two or more semesters and have a GPA of at least a 3.0.

### **Graduation Speakers**

- **Summa Cum Laude** – Students who qualify for Summa Cum Laude may apply to speak at graduation. A committee consisting of administrators, counselors, teachers, parents and students will select the speaker from the qualified applicants.
- **Orator** – The Orator is the student who has been selected by the senior class to speak during the graduation ceremonies.

### **Programs for Students at Risk of Academic Failure and/or Dropping out of School and Graduation Incentives Program**

The Superintendent or designee shall develop, maintain, and supervise a program for students at risk of academic failure or dropping out of school. The program shall include education and support services addressing individual learning styles, career development, and social needs, and may include without limitation one or more of the following:

- Parent-teacher conferences
- Counseling services by social workers and/or guidance counselors
- Counseling services by psychologists
- Psychological testing
- Truants' alternative and optional education program
- Alternative school placement
- Community agency services
- Alternative learning opportunities program, in conformity with the Alternative Learning Opportunities Law, as it may be amended from time to time
- Graduation incentives program
- Remediation program

Any student who is below the age of 20 years is eligible to enroll in a graduation incentives program if he or she:

1. Is considered a dropout according to State law;
2. Has been suspended or expelled;
3. Is pregnant or is a parent;
4. Has been assessed as chemically dependent; or
5. Is enrolled in a bilingual education or English Language Learners program.

### **Re-Enrollment**

Re-enrollment shall be denied to any individual 19 years of age or older who has dropped out of school and who could not earn sufficient credits during the normal school year(s) to graduate before his or her 21st birthday. Before being denied re-enrollment, the District will offer the individual due process as required in cases of expulsion under policy 7:210. A person denied re-enrollment will be offered counseling and be directed to alternative educational programs, including adult education programs that lead to graduation or receipt of a GED. This section does not apply to students eligible for special education under the Individuals with Disabilities Education Act or accommodation plans under Section 504 of the Rehabilitation Act.

### **Student Identification**

In order to provide a safer school environment, the district has provided student identification (I.D.) cards to students at the middle and high schools. The I.D.s allow for admittance into the schools, as well as admission at extracurricular activities. It is stressed that the I.D. be in the student's possession at all times. Refer to the school handbook for specific school procedures concerning student identification.

## **GIFTED EDUCATION**

The gifted identification process has been developed to satisfy Illinois State rules and regulations and meet the particular needs of the District 61 school community.

Gifted identification takes place towards the end of second grade. FastBridge is the Universal Screener assessment used to screen students recommended for additional gifted testing. Students scoring in the 80<sup>th</sup> percentile or above on FastBridge will be considered for additional gifted testing utilizing the CoGAT (Form 8) assessment. The CoGAT assesses verbal skills (language), quantitative (math), and nonverbal skills (spatial reasoning).

Teachers and parents may recommend that students be tested at any time during the year.

### Subjective Criteria

At the beginning of each school year, district principals and staff are notified of students identified as gifted. Included in this notification is specific data identifying areas where students are gifted.

### **Nomination/Withdrawal Procedure**

Students who do not meet the objective criteria may be nominated to the gifted list by a core academic educator or parent/guardian. One of the following must be submitted in writing to the Director of Curriculum & Instruction, along with written confirmation by at least one other district academic educator who is familiar with, but not related to, the student:

- A narrative documenting the learning characteristics of the student.
- Completion of Joseph Renzulli's Scale for Rating the Behavioral Characteristics for the student.

Nominations will be considered for the current school year up to the end of the first quarter.

As needed, a meeting involving educators and/or parents, Gifted Services staff, and (when age appropriate) the student, may be arranged to discuss the nomination or withdrawal recommendation.

### **District Identification Schedule**

Gifted Services systematically identifies students with objective measures at the following intervals:

Grade 2 – FastBridge

Grade 6- FastBridge recheck

Grade 9 – PSAT

### **Summer School**

Summer School may be offered for students from pre-kindergarten through grade twelve. Remedial, developmental, and enrichment programs are designed to meet individual student needs. Dates, times and locations of classes vary. Information regarding summer school is available in each school building in March. All retained students will be considered for summer school placement.

### **Parent Participation**

Each school in District #61 seeks to involve parents as active partners to assist students to reach their academic goals. The Parent-Teacher Association (PTA) and formal booster clubs welcome parents to be part of their organizations. Volunteers are welcome to assist in the classrooms and with a variety of activities within the schools.

Schools with Title I programs have developed formal **School-Parent Compacts**. The Compact is intended to identify the role that students, parents, teachers, and administrators will provide in order to enhance student achievement.

#### School-Parent Compact

It shall be the goal and purpose of Decatur Public Schools to provide a high-quality curriculum and instruction in a supportive learning environment that enables the children served under Title I to meet the State's student academic achievement standards. Parents can foster this purpose by carefully monitoring attendance, homework, and behavior. Parents shall stress the need to make learning a priority. Parents are encouraged to visit the school and become involved in their children's educational career; and are encouraged to be active in the educational decisions of the child and be supportive of extra-curricular participation by their children.

Students will be given the opportunity to be successful in school and life. They will attend classes taught by highly qualified staff and be given a curriculum which will help them to achieve an education which is second to none in Illinois. They will be assessed based on the Illinois Standards of Learning. Additional assistance will be provided to students who fall behind in educational endeavors. Services include, but are not limited to, tutoring and appropriate referrals to additional programs as indicated.

Each Title I school has developed a **Parent Involvement Policy** which outlines how parents may actively participate in the education of their child(ren). The District's Parent Involvement Policy is outlined in Board Policy 6:170, "Title 1 Programs," with exhibits for both the district level and school levels. This policy and related exhibits may be accessed on the District's website, [www.dps61.org](http://www.dps61.org), by clicking on the "Our District" tab and the "District Policies" tab.

### **The Abused and Neglected Child Reporting Act**

Whenever there is reasonable cause to suspect that a child (any person under the age of 18 years) or an abused or neglected individual with a disability (a student aged 18 through 22) is "abused" or "neglected," the Illinois law requires school personnel to immediately report it to the Department of Children and Family Services (DCFS).

**"Abused child"** means a child whose parent or immediate family member, or any person responsible for the child's welfare, or any individual residing in the same home as the child, or a paramour of the child's parent: a) inflicts, causes to be inflicted, or allows to be inflicted upon such child physical injury,

by other than accidental means, which causes death, disfigurement, impairment of physical or emotional health, or loss or impairment of any bodily function; b) creates a substantial risk of physical injury to such child, by other than accidental means, which would be likely to cause death, disfigurement, impairment of physical or emotional health, or loss or impairment of any bodily function; c) commits or allows to be committed any sex offense against such child, as defined in the Criminal Code of 2012 or in the Wrongs to Children Act, and extending those definitions of sex offenses to include children under 18 years of age; d) commits or allows to be committed an act or acts of torture upon such child; e) inflicts excessive corporal punishment or, in the case of a person working for an agency who is prohibited from using corporal punishment, inflicts corporal punishment upon a child or adult resident with whom the person is working in his or her professional capacity; (f) commits or allows to be committed the offense of female genital mutilation, as defined in Section 12-34 of the Criminal Code of 2012, against the child; (g) causes to be sold, transferred, distributed, or given to such child under 18 years of age, a controlled substance as defined in Section 102 of the Illinois Controlled Substances Act in violation of Article IV of the Illinois Controlled Substances Act or in violation of the Methamphetamine Control and Community Protection Act, except for controlled substances that are prescribed in accordance with Article III of the Illinois Controlled Substances Act and are dispensed to such child in a manner that substantially complies with the prescription; (h) commits or allows to be committed the offense of involuntary servitude, involuntary sexual servitude of a minor, or trafficking in persons as defined in Section 10-9 of the Criminal Code of 2012 against the child; or i) commits the offense of grooming, as defined in Section 11-25 of the Criminal Code of 2012, against the child. A child shall not be considered abused for the sole reason that the child has been relinquished in accordance with the Abandoned Newborn Infant Protection Act.

**"Neglected child"** means any child who is not receiving the proper or necessary nourishment or medically indicated treatment including food or care not provided solely on the basis of the present or anticipated mental or physical impairment as determined by a physician acting alone or in consultation with other physicians or otherwise is not receiving the proper or necessary support or medical or other remedial care recognized under State law as necessary for a child's well-being, or other care necessary for his or her well-being, including adequate food, clothing and shelter; or who is subjected to an environment which is injurious insofar as (i) the child's environment creates a likelihood of harm to the child's health, physical well-being, or welfare and (ii) the likely harm to the child is the result of a blatant disregard of parent, caretaker, or agency responsibilities; or who is abandoned by his or her parents or other person responsible for the child's welfare without a proper plan of care; or who has been provided with interim crisis intervention services under Section 3-5 of the Juvenile Court Act of 1987 and whose parent, guardian, or custodian refuses to permit the child to return home and no other living arrangement agreeable to the parent, guardian, or custodian can be made, and the parent, guardian, or custodian has not made any other appropriate living arrangement for the child; or who is a newborn infant whose blood, urine, or meconium contains any amount of a controlled substance as defined in subsection (f) of Section 102 of the Illinois Controlled Substances Act or a metabolite thereof, with the exception of a controlled substance or metabolite thereof whose presence in the newborn infant is the result of medical treatment administered to the mother or the newborn infant. A child shall not be considered neglected for the sole reason that the child's parent or other person responsible for his or her welfare has left the child in the care of an adult relative for any period of time. A child shall not be considered neglected for the sole reason that the child has been relinquished in accordance with the Abandoned Newborn Infant Protection Act. A child shall not be considered neglected or abused for the sole reason that such child's parent or other person responsible for his or her welfare depends upon spiritual means through prayer alone for the treatment or cure of disease or remedial care as provided under Section 4 of this Act. A child shall not be considered neglected or abused solely because the child is not attending school in accordance with the requirements of Article 26 of The School Code, as amended.

In addition to the report to DCFS, District #61 personnel will report all real or suspected abuse to the Juvenile Offices of the Decatur Police Department.

### Student Transfer from District 61

Pupils of parents who move from District 61 after the beginning of the current school year may continue to attend school within the District on a tuition-free basis for the remainder of the current school year only. Transportation, regular attendance, and punctuality for pupils who move for any of the exemptions noted are the responsibility of the parents and pupils.

### Student Assignments and Transfers within District 61

The Decatur Public Schools will enroll students who reside with a natural parent or legal guardian within the boundaries of the Decatur Public School District #61. Unless exempted under other provisions of this policy, the student shall attend school in the attendance center in which the parent or guardian resides. **[NOTE: Hereafter, “parent(s)” refers to natural parent(s) or legal guardian(s).]**

#### Transfers within the District

1. If the parent(s) of a student move(s) to another school boundary after the start of the school year, the student may complete the current school year at the same school. These actions are possible provided the criteria listed below are met:
  - a. Parent(s) provide transportation; and
  - b. Absenteeism and tardiness shall **not** increase beyond the student’s previous record; and
  - c. Behavioral infractions do not increase; and
  - d. The student shall be picked up promptly after school

NOTE: **This exemption may be revoked if items a, b, c or d are not maintained.**

2. Students who have attended a given school while enrolled in Decatur Public Schools for their entire high school career and whose parents/legal guardian move from the attendance area traditionally served by that school may petition to remain in that school and retain eligibility regarding residence for the twelfth (12th) grade, provided the student has completed eleventh (11th) grade, earned 16 credits, and meets the criteria listed below:
  - a. Parent(s) provide transportation; and
  - b. Absenteeism and tardiness shall **not** increase beyond the student’s previous record; and
  - c. Behavioral infractions do not increase; and
  - d. The student shall be picked up promptly after school

NOTE: **This exemption may be revoked if items a, b, c or d are not maintained.**

3. The parent of any student enrolled may petition Student Services for possible transfer to another school within the district. Requests to transfer from one DPS attendance center school to another DPS school must be completed on the form, ***“Student Request for School Transfer,”*** and must be approved by the Director of Student Services before the transfer can occur. **Transfer Requests into a Magnet school will not be accepted.** Student Services will report the decision to the petitioning parents of the student. If the petition has been approved, the student may become a transfer student to the new school for the current school year only, provided the criteria listed below are met:
  - a. Parent(s) provide transportation; and
  - b. Behavioral infractions shall not increase beyond the student’s previous record; and
  - c. Absenteeism and tardiness shall **not** increase beyond the student’s previous record; and
  - d. The student shall be picked up promptly after school.

NOTE: **This transfer may be revoked if items a, b, c or d are not maintained.**

**SPORTS ELIGIBILITY NOTE:** A student may LOSE EXTRACURRICULAR ELIGIBILITY upon transferring. Please refer to the IHSA/IESA guidelines for further information, which can be found at [www.ihsa.org](http://www.ihsa.org) (high school) and [www.iesa.org](http://www.iesa.org) (middle school).

5. If a student’s attendance center is determined by a health or psychological problem, the student will become eligible for athletics immediately if within the first ten (10) days of a semester, or within one calendar month following the date of a transfer later in the semester.
6. A student seeking admission into the Decatur Public Schools must meet all eligibility prerequisites as mandated by State law; and must also present a completed good standing form from the school from which the student is transferring.

Students who are not in good standing are covered under Board Policy 7:50, and must serve the entire term of any suspension or expulsion, imposed for any reason by any public or private school, in this or any other state, before being admitted into Decatur Public Schools. Students transferring into Decatur Public Schools not in good standing shall be referred to Student Services.

7. A student with a health or psychological problem may attend another school when recommended by a physician and approved by Student Services.
8. When a student is placed in a special education program, the Individual Education Plan (IEP) may limit the type of school facility which the student can attend. Normally, the student will attend the section of the appropriate program which is closest to his/her home. Exceptions may be made in unique situations determined by the student's IEP or in cases where there is no space available in the closest section.

### **Homeless Children**

You are considered homeless if you live in a shelter or motel, share housing because you lost your housing for economic reasons, live in a campground, car, old building or other temporary shelter, or you don't have a permanent address.

You have the right to:

- Enroll your child in school immediately, even without school or medical records.
- Get help from the district liaison with immunizations and/or medical records.
- Choose your child's old school or school closest to where you are living now.
- Get transportation to and from school for your child under certain circumstances.
- Dispute enrollment or transportation decisions.
- Participate in your child's education.

If you need help, please call Student Services at 362-3060.

### **Procedure for School Problems**

Parents and visitors to schools must first report to the school office upon entering the building for any reason. When problems arise that are child- or school-centered, parents shall make every effort to find a solution with the child's teacher. If no satisfactory solution is found, **the channel of appeal is:**

- 1) ***Building Administrator;***
- 2) ***Director of Student Services;***
- 3) ***Appropriate Assistant Superintendent;***
- 4) ***Superintendent;***
- 5) ***Board of Education.***

Every effort will be made to find fair and equitable solutions to all problems.

### **Teacher and Paraprofessional Qualifications Notification**

Parents may request, and the District will provide the parents on request in a timely manner, information regarding the professional qualifications of the student's classroom teachers, including, at a minimum, whether:

- a. The teacher has met the State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
- b. The teacher is teaching under emergency or other provisional status.
- c. The teacher is teaching in the field of discipline of the certification of the teacher.
- d. Paraprofessionals provide services to the student and, if so, their qualifications.

If you have any questions or need additional information, please feel free to contact Human Resources at 362-3031.

## **Resolution on Racism**

Decatur Public Schools has committed to equity and developed a Resolution on Racism. This resolution to declare racism as a Public Health Crisis as it adversely impacts our students, families, staff, and community at large. All incidents of racism or discrimination shall be reported and investigated appropriately. The "Racial Bias Report Form" can be found on the DPS website.

## **School Student Records**

The principal is the official records custodian of each school. Student records are maintained at the school of last attendance until five (5) years after the student transfers, graduates, or permanently withdraws. At that time, temporary records are destroyed and permanent records transferred to the central office for microfilming.

The following information pertains to the rights and obligations of parents, students and the school under the Illinois School Student Records Act (ISSRA) and the rules promulgated by the Illinois State Board of Education.

1. The student permanent record consists of basic identifying information, academic transcript, attendance record, health record, record of release of permanent record information, scores received on all State assessment tests administered at the high school level (grades 9 through 12), and may also consist of records of awards and participation in school-sponsored activities. No other information will be placed in the student permanent record. The permanent record will be kept for 60 years after transfer, graduation or permanent withdrawal (ISSRA, Section 2(e); Section 4(e)).
2. "Student Temporary Record" means all information contained in a school student record but not contained in the student permanent record. Such information may include family background information, intelligence test scores, aptitude test scores, psychological and personality test results, teacher evaluations, and other information of clear relevance to the education of the student, all subject to regulations of the State Board. The information shall include information provided under Section 8.6 of the Abused and Neglected Child Reporting Act. In addition, the student temporary record shall include information regarding serious disciplinary infractions that resulted in expulsion, suspension, or the imposition of punishment or sanction. For purposes of this provision, serious disciplinary infractions means: infractions involving drugs, weapons, or bodily harm to another. (ISSRA, Section 4(f)).
3. Parents/legal guardians have the right to:
  - a. Inspect and copy all permanent and temporary records within a reasonable time and in no case later than ten (10) business days after the date of receipt of such request by the official records custodian. The time for response may be extended by the school district by not more than five (5) business days from the original due date for any of the following reasons: (1) the requested records are stored in whole or in part at other locations than the office having charge of the requested records; (2) the request requires the collection of a substantial number of specified records; (3) the request is couched in categorical terms and requires an extensive search for the records responsive to it; (4) the requested records have not been located in the course of routine search and additional efforts are being made to locate them; (5) the request for records cannot be complied with by the school district within the time limits prescribed by subsection (c) of this Section without unduly burdening or interfering with the operations of the school district; or (6) there is a need for consultation, which shall be conducted with all practicable speed, with another public body or school district or among 2 or more components of a public body or school district having a substantial interest in the determination or in the subject matter of the request. A student shall have the right to inspect and copy his/her school student permanent record. The school charges for copies unless the student is unable to pay. No parent or student shall be denied a copy of school student records due to inability to bear the cost of such copying (ISSRA, Section 5(d)).



- b. Have present at the option of either the parent or the school, a qualified professional, who may be a psychologist, counselor, or other advisor, and who may be an employee of the school or employed by the parent, to interpret the information contained in the student temporary record.
  - c. Challenge the accuracy, relevance or propriety of any entry in the school student records, exclusive of academic grades and references to expulsions or out-of-school suspensions, by requesting a hearing with the school.
    - (i) The request for a hearing shall be submitted in writing to the school and shall contain notice of the specific entry or entries to be challenged and the basis of the challenge.
    - (ii) An informal conference will be held within fifteen (15) school days of receipt of the request for a hearing.
    - (iii) If the challenge is not resolved by the informal conference, a formal hearing shall be initiated no later than fifteen (15) days after the informal conference, unless an extension of time is agreed upon by the parents and school officials.
  - d. File a complaint with the US Department of Education concerning alleged failure by the District to comply with the requirements of the Family Educational Rights and Privacy Act. The address is Student Privacy Policy Office, USDOE, 400 Maryland Avenue, SW, Washington D.C. 20202-8520.
4. No school student records or information contained therein may be released, transferred, disclosed, or otherwise disseminated, except as follows:
- a. to a parent or student or person specifically designated as a representative by a parent (ISSRA, Section 6(a)(1));
  - b. to an employee or official of the school or school district or the State Board of Education with a current demonstrable educational or administrative interest in the student, in furtherance of such interest (ISSRA, Section 6(a)(2));
  - c. to the official records custodian of another school in which the student has enrolled or intends to enroll, provided that the parent receives prior written notice of the nature and substance of the information to be transferred and opportunity to inspect, copy, and challenge such information. If the address of the parents is unknown, notice may be served upon the records custodian of the requesting school for transmittal to the parents. Such services shall be deemed conclusive and ten (10) school days after such service, if the parents make no objection, the records may be transferred to the requesting school (ISSRA, Section 6(a)(3); Rules, Section 375.70(a));
  - d. to any person for the purpose of research, statistical reporting, or planning, provided that such research, statistical reporting, or planning is permissible under and undertaken in accordance with the federal Family Educational Rights and Privacy Act and the Illinois School Student Records Act.
  - e. pursuant to a court order, provided that the parent shall be given prompt written notice upon receipt of such order of the terms of the order, the nature, and substance of the information proposed to be released in compliance with such order, and an opportunity to inspect, copy, and challenge the contents of the school student records (ISSRA, Section 6(a)(5); Rules, Section 375.70(c)(3));
  - f. to any person as specifically required by state or federal law, provided that such person shall provide the school with appropriate identification and a copy of the statute authorizing such access and the parent receives prior written notice of the nature and substance of the information to be released and an opportunity to inspect, copy, and challenge such information. If the release of information relates to more than 25 students, such prior notice may be given in a local newspaper of general circulation or other publication directed generally to parents (ISSRA, Section 6(a)(6); Rules Section 375.70(b));
  - g. to juvenile authorities when necessary for the discharge of their official duties who request information prior to adjudication of the student and who certify in writing that the information will not be disclosed to any other party except as provided under law or order of court. For purposes of this Section "juvenile authorities" means: (i) a judge of the circuit court and members of the staff of the court designated by the judge; (ii) parties to the proceedings under the Juvenile Court Act of 1987 and their attorneys;

- (iii) probation officers and court-appointed advocates for the juvenile authorized by the judge hearing the case; (iv) any individual, public or private agency having custody of the child pursuant to court order; (v) any individual, public or private agency providing education, medical or mental health service to the child when the requested information is needed to determine the appropriate service or treatment for the minor; (vi) any potential placement provider when such release is authorized by the court for the limited purpose of determining the appropriateness of the potential placement; (vii) law enforcement officers and prosecutors; (viii) adult and juvenile prisoner review boards; (ix) authorized military personnel; (x) individuals authorized by court. (ISSRA, Section 6.5)
  - h. subject to regulations of the Illinois State Board of Education in connection with an emergency to appropriate persons if the knowledge of such information is necessary to protect the health or safety of the student or other persons, provided that the parents are notified no later than the next school day after the date that the information released, the date of release, the person, agency or organization receiving the information, and the purpose of the release (ISSRA, Section 6(a)(7); Rules, Section 375.60);
  - i. to any person with the prior specific, dated and written consent of the parent designating the person to whom the records may be released and the designated records or designated portions of the information to be released.
5. In accordance with the Family Educational Rights and Privacy Act (FERPA) and ISSRA, directory information may be disclosed without prior notice or consent unless the parent/guardian or eligible student notifies the Records Custodian or other official in writing, before October 1 of the current school year, that he/she does not want any or all of the directory information disclosed. Directory information includes:
- a. Identifying information: student's name, address, grade level, birth date and place, parents' names, mailing addresses, electronic mail addresses, and telephone numbers;
  - b. Photographs, videos, or digital images used for informational or new-related purposes (whether by a media outlet or by the school) of a student participating in school or school-sponsored activities, organizations, and athletics that have appeared in school publications, such as yearbooks, newspapers, or sporting or fine arts programs, except that:
    - (i) No photograph highlighting individual faces shall be used for commercial purposes, including solicitation, advertising, promotion or fundraising without the prior, specific, dated and written consent of the parent or student, as applicable (see 765 ILCS 1075/30); and
    - (ii) No image on a school security video recording shall be designated as directory information;
  - c. Academic awards, degrees, and honors;
  - d. Information in relation to school-sponsored activities, organizations, and athletics;
  - e. Major field of study; and
  - f. Period of attendance in the school.

Additionally, FERPA requires that parents be notified that the school routinely discloses names, addresses, and telephone numbers to military recruiters upon request, subject to a parent's request not to disclose such information without written consent.

### **Sex Equity**

No student shall, based on sex, sexual orientation, or gender identity, be denied equal access to programs, activities, services, or benefits or be limited in the exercise of any right, privilege, advantage, or denied equal access to educational and extracurricular programs and activities. Any student may file a sex equity complaint by using the *Uniform Grievance Procedure* provided in Board Policy 2:260. A student may appeal the School Board's resolution of the complaint to the Regional Superintendent of Schools (pursuant to 105 ILCS 5/3-10 of The School Code) and, thereafter, to the State Superintendent of Education (pursuant to 105 ILCS 5/2-3.8 of the School code). Board Policy 2:260 may be accessed on the District's website, [www.dps61.org](http://www.dps61.org) by clicking on the "Our District" tab and the "District Policies" tab.

## Sexual Harassment Policy

Sexual harassment is prohibited. The District shall respond to complaints of sexual harassment consistent with Board Policy 2:265.

Title	Title IX/ Human Resources Director	Email: dpsnondiscriminationcoordinator@dps61.org
Address	101 W. Cerro Gordo, Decatur, IL 62523	
Phone	217-362-3031	
Title	Assistant Superintendent	Assistant Superintendent
Address	101 W. Cerro Gordo, Decatur, IL 62523	101 W. Cerro Gordo, Decatur, IL 62523
Phone	217-362-3013	217-362-3019

## Care of Students With Diabetes

The Illinois legislature enacted the *Care of Students with Diabetes Act* ("Act") effective December 1, 2010 (105 ILCS 145/1 et. Seq). The Act **requires a parent or guardian** to submit a Diabetes Care Plan to the school for any student who seeks assistance with diabetes care in the school setting or who has been managing his or her diabetes care in the school setting.

Under the Act, specific information must be provided in the Diabetes Care Plan such as physician instructions for the student's diabetes management and designation of appropriate school staff who will provide and supervise services for the student. Therefore, parents and guardians are encouraged to collaborate with the student's physician and school personnel in the creation of the plan.

**The Diabetes Care Plan must be submitted to the school at the beginning of each school year**, upon enrollment, as soon as practical following a student's diagnosis, or when a student's care needs change during the school year. **It is the parent or guardian's responsibility** to inform the school in a timely manner of any changes to the Diabetes Care Plan recommended by the student's physician. In addition to the Diabetes Care Plan, **parents must also complete forms provided by the school district regarding authorization for the administration of medication** and authorization for designated district representatives to communicate directly with the student's physician regarding the necessary management of the student's diabetes. **Failure to do so may result in a welfare safety call to the Department of Children and Family Services (DCFS).**

To assist the school district in safely transporting the student, the Act also requires that an information sheet be provided to any school employee who transports a student for school-sponsored activities. The information sheet identifies potential emergencies that may occur as a result of the student's diabetes and the appropriate responses to such emergencies. Parents must assist the district in the completion of the transportation information sheet by providing the information and authorizations necessary to complete the form.

To begin the process of completing the Diabetes Care Plan and other required documents, the parent or guardian must contact the student's building principal.

## Life-Threatening Food Allergy Management Program

The District has implemented a policy for managing students with life-threatening food allergies (Board Policy 7:285). If your student has a life-threatening food allergy, you must inform the building principal and submit the necessary health information and medication authorization forms to the school. A meeting will then be scheduled to review the health information submitted by the student's physician, assess the student's allergy management needs and develop an individual health care plan and emergency action plan for the student. An individual health care plan indicates the steps the school will take to accommodate the individual needs of the student with a life-threatening food allergy in school and at school-related activities.

The accommodations provided in an individual health care plan will depend on the age of the student, the allergens involved and the facilities at the school. An emergency action plan indicates the specific treatment steps school personnel will take if a student has a life-threatening allergic reaction while at school or at a school-related activity.

### **Asthma**

Public Act 099-0843 requires schools to request an Asthma Action Plan (AAP) from parents of students with asthma.

### **Medications at School**

Only in exceptional cases, where failure to take a prescribed medication could jeopardize the student's health and/or education, may medication be taken in school. Taking of medication is limited to students with long-term chronic illness or disability. **Antibiotics and over-the-counter drugs (e.g., Tylenol, cough medications, and cough drops) will not be taken at school.** Homeopathic products derived from minerals, botanical substances, animal parts, microorganisms, and other sources will not be taken at school. **The nurse may decline to administer a medication that does not meet guidelines, that might be given outside of school hours, or that might jeopardize student safety.**

Authorization for the administration of both prescription and non-prescription drugs at school shall be provided on Student Health Form 24A (acquired from schools or physicians) and shall consist of written order obtained from the student's licensed prescriber and written request by the parent or guardian that medication be given during school hours. **All medication authorizations must be renewed annually by the beginning of each school year.**

During enrollment, parents or guardians shall receive "Student Health Guidelines" which further explain all health requirements and policies.

Students shall not allow other students to carry, possess, or use their prescription or non-prescription medication.

### **Pesticides**

Pesticides will not be applied on the paved surfaces, playgrounds, or playing fields of any school serving grades K-8 during a school day or partial school day when students are in attendance for instructional purposes. Additionally, the application of any restricted use pesticides is prohibited on or within 500 feet of school property during normal school hours. Before pesticides are used on District premises, the Superintendent or designee shall notify employees and parents/guardians of students as required by the Structural Pest Control Act, 225 ILCS 235/, and the Lawn Care Products Application and Notice Act, 415 ILCS 65/.

### **Protection of Pupil Rights Act**

Parents have the right to inspect all instructional materials, including teacher's manuals, films, tapes, or other supplementary material, which will be used in connection with any survey, analysis, or evaluation of their child (such instructional materials do not include academic tests or assessments).

Parents shall have the right to inspect a survey created by a third party before it is administered and distributed to their student. Said surveys may be obtained by contacting the appropriate school office and/or teacher. Parents shall have the right to be informed of the arrangements made to protect student privacy with regard to surveys requesting particular personal information.

Parents shall have the right to inspect any instructional material used as part of their child's educational curriculum by contacting the appropriate teacher to establish a mutually convenient time for viewing. **Instructional material does not include academic tests or academic assessments.**

Parents shall have the right to notification of any physical examinations or screenings which the district may administer to the student.

Parents shall have the right to inspect any collection instrument used for the purpose of marketing or selling of personal information. Parents may opt-out of this process by filing with the appropriate school office a non-disclosure request form by September 1<sup>st</sup> of each school year.

Parents shall have the right to refuse consent for their child to submit to and/or to request protections of student privacy for any survey that reveals the following information:

- a. Political affiliations or beliefs of the student or the student's parent;
- b. Mental or psychological problems of the student or the student's family;
- c. Sex behavior or attitudes;
- d. Illegal, anti-social, self-incriminating, or demeaning behavior;
- e. Critical appraisals of other individuals with whom respondents have close family relationships;
- f. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
- g. Religious practices, affiliations, or beliefs of the student or the student's parent; or
- h. Income (other than that required by Illinois law to determine eligibility for participation in a program or for receiving financial assistance).

Any parent interested in further information concerning the exercise of these rights shall contact the Superintendent.

### **Rights Under the School Visitation Rights Act**

Parents of students attending Illinois Schools who work for employers who employ at least 50 or more individuals in Illinois have certain rights under the School Visitation Rights Act (820 ILCS 147/1).

Employed parents who have worked for an employer for at least six consecutive months, who work at least half-time, and who are unable to meet with educators because of a work conflict must be given leave of up to 8 hours during the school year to attend school conferences or classroom activities related to the employee's child if the conference or classroom activities cannot be scheduled during non-work hours. However, no more than 4 hours of this time can be taken on any given day and leave under this Act may not be taken unless the employee has exhausted all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the employee, except sick leave and disability leave. Before arranging attendance at the conference or activity, the employee shall provide the employer with a written request for leave at least 7 days in advance of the time the employee is required to utilize the visitation right. In emergency situations, no more than 24 hours notice shall be required. The employee must consult with the employer to schedule the leave so as not to disrupt unduly the operations of the employer. The District will provide documentation for parents' use confirming the date and time of each school visitation upon a parent's request for such documentation. For regularly scheduled, non-emergency visitations, the District will make time available for visitation during both regular school hours and evening hours.

### **Teen Dating Violence Policy**

As required by state law, the Board of Education of Decatur Public Schools has adopted a Board Policy which prohibits teen dating violence; incorporates age-appropriate education about teen dating violence in grades 7 through 12; and establishes procedures for the manner in which school employees are to respond to incidents of teen dating violence that take place at the school, on school grounds, as a school-sponsored activity or in vehicles used for school-provided transportation. Teen dating violence occurs whenever a student who is 13 to 19 years of age uses or threatens to use physical, mental, or emotional abuse to control an individual in the dating relationship, or threatens to use sexual violence in the dating relationship. A copy of the Board Policy, Policy 7:185 can be obtained by contacting the building principal or Superintendent or on the District's website ([www.dps61.org](http://www.dps61.org)).

### **Parent Sex Offender and Violent Offender Notification**

State law requires the District notify parents/guardians that information about sex offenders and violent offenders against youth is available to the public. The Department of State Police maintains a statewide Sex Offender Database for the purpose of identifying sex offenders. Parents/guardians can access the Statewide Sex Offender database by going to the following website:

<https://www.isp.illinois.gov/Sor>. There is a users' agreement to accept and this will take you to this website: <https://www.isp.illinois.gov/Sor/Disclaimer>. Individual names can be searched by county or town. You may find the Illinois Statewide Murderer and Violent Offender Against Youth Registry on the Illinois State Police's website at <https://www.isp.illinois.gov/MVOAY>.

### **Parents Right to Opt-out of Health Education Activities**

No pupil shall be required to take part or participate in any class or course in comprehensive personal health and safety and comprehensive sexual health education. A student's parent or guardian may opt the student out of comprehensive personal health and safety and comprehensive sexual health education by submitting the request in writing. Parents can pick up the Opt-out Form from the school office. The District shall follow all requirements in 105 ILCS 5/27-9.1a regarding comprehensive health education instruction.

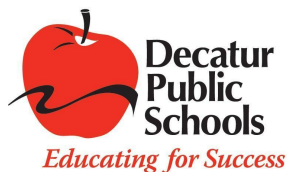
### **Extracurricular and Co-Curricular Activities**

The Superintendent shall approve all District-sponsored extracurricular and co-curricular activities using the following criteria:

1. The activity will contribute to the leadership abilities, social well-being, self-realization, good citizenship, or general growth of members.
2. Membership is limited to students currently enrolled in the District.
3. Fees are reasonable and do not exceed the actual cost of operation.
4. The District has sufficient financial resources for the activity.
5. Requests from students.
6. The activity will be supervised by a school-approved sponsor.

Selection of members or participants is at the discretion of the sponsors or coaches, provided that the selection criteria conform to the District's policies. The student must meet the academic criteria set forth in the Board policy 6:190, *Extracurricular and Co-Curricular Activities*. Student and his/her parent(s)/guardian must provide written consent to random drug and alcohol testing as outlined in Board policy 7:300.

Students in grades 9-12 must satisfy the Illinois High School Association Scholastic standing requirements as well as each standard required by the attending Decatur Public Schools high school. Check with your attending high school for weekly passing work requirements. Any student participant failing to meet these academic criteria shall be suspended from the activity until the specified academic criteria are met.



## DISTRICT 61 AND STUDENT CODE OF CONDUCT

In order for District 61 to achieve its goal of educating Decatur's children, the school community has to establish expectations and standards of conduct for its members. All of the community's members play significant roles in the successful operation of our schools. Students, their parents, teachers, and school administrators bear responsibilities and possess rights. The following Rights and Responsibilities suggest everyone's proper role in the process.

### RIGHTS AND RESPONSIBILITIES

Note: Participation in and/or attendance at activities are a privilege and not a right. It is the student's responsibility to maintain eligibility by maintaining appropriate academic and behavior standards.

#### Rights of Students

- To attend school unless removed from school pursuant to District 61's Student Disciplinary Policy.
- To attend school in a safe and orderly environment.
- To enjoy the full benefit of their educational efforts without disruption from or towards other students.
- To have reasonable access to school personnel.
- To be informed of school rules and regulations.
- To be respected and treated courteously by staff members and administration.

#### Responsibilities of Students

- To attend school and classes regularly, on time, and to leave the school campus immediately at the end of the school day unless supervised by school personnel.
- To be prepared for class with the appropriate materials and work.
- To know and obey school rules and regulations.
- To respect the rights of school personnel, fellow students, and the public in general going to, coming from and during school.
- To achieve to the best of his/her ability.
- To be accountable for all actions.
- To report any knowledge of infractions to the student code of conduct book to the proper authority.
- To follow the dress code outlined in the Student Code of Conduct handbook.
- To understand and follow the Student Code of Conduct

## **Rights of Parents/Guardians**

- To have their children educated in a safe and orderly environment.
- To have school personnel work cooperatively and in a timely fashion with parents.
- To be informed of district policies, regulations and school rules.
- To review their child's record with appropriate assistance and supervision from staff.
- To visit school and to participate in conferences with teachers, counselors or administrators regarding the academic and behavioral status of their children.
- To be respected and treated courteously by staff members and administration.

## **Responsibilities of Parents/Guardians**

- To set a positive example for their children by treating staff members with respect.
- To visit school and to participate in conferences with teachers, counselors or administrators regarding the academic and behavioral status of their children.
- To ensure that their children are fed and clothed to the best of their ability.
- To teach positive behavior to their children.
- To take on and accept the primary responsibility for rearing their children.
- To cooperate with the school in bringing about improvements designed to enhance the educational climate for all students.
- To provide the school with accurate information regarding the legal residence, guardianship, telephone number, medical data, and other facts which may help the school to ensure the safety and welfare of their children.
- To become familiar with district policies, school rules, and regulations, and to support reasonable disciplinary measures as applied by school personnel.
- To provide their children with a quiet study area and encourage their academic endeavors.
- To ensure that their children attend school on a regular basis and arrive at school on time prepared to work.
- To read, understand and reiterate the Student Code of Conduct to their school age children
- To encourage their child to report known infractions to the student code of conduct book to the proper authority.
- Call and report known school infractions to the student code of conduct book to the proper authority.



## **Rights of Staff Members**

- To expect and receive the attention, effort, and participation of students.
- To have parental and administrative support when enforcing rules designed to provide an appropriate learning climate.
- To provide a learning atmosphere where interruptions are held to an absolute minimum.
- To work in a safe and orderly environment.
- To be respected and treated courteously by parents and students.

## **Responsibilities of Staff Members**

- To set a positive example for their students by treating parents and students with respect.
- To consider the personal worth of each individual student as a single, unique, important human being.
- To express consistently high expectations for the achievement and behavior of all students.
- To equip each learner with the knowledge, skills, attitudes, and values required for successful living.
- To hold students accountable for their actions.
- To ensure that all students are treated equitably.
- To recognize different ideas, opinions, and expressions objectively and deal with them in a balanced, unbiased manner.
- To inform parents and students with timely or periodic reports, including all pertinent information related to the student's school experience.
- To continuously review their own performance and strive for professional growth.
- To initiate and enforce individual classroom and school rules consistently.
- Follow proper procedures in terms of infractions and consequences as outlined in the student code of conduct book.

## **Rights of Administrators**

- To initiate building rules, regulations, and procedures as needed to establish and maintain a safe and orderly environment in which appropriate learning and teaching conditions prevail.
- To expect that all school employees recognize and fulfill their role to provide and ensure an appropriate learning environment.

## **Responsibilities of Administrators**

- To set a positive example for their students by treating parents and students with respect.
- To provide leadership that will establish, encourage, and promote effective teaching and optimal learning.
- To establish, publicize, and enforce school rules that facilitate learning and promote good citizenship attitudes and habits.
- To hold students accountable for their conduct and to take prompt and appropriate action.
- To request assistance from the faculty, as well as the district's support personnel, community agencies, and resources when appropriate.
- To be sensitive to the concerns expressed by students, staff, parents and community.
- To act in the best interests of the students, staff and school.
- To establish procedures to address discipline problems.
- To provide in-service to staff in areas of discipline.
- To assist students in meeting the challenge of positive social behavior.
- To enforce the student code of conduct book with fidelity and consistency.

## STANDARDS OF CONDUCT

### General Conduct

It is necessary for any community to establish rules of conduct for its members if it is to achieve its goals. The school community is no exception. The school environment includes not only the school/district grounds, but also includes attendance and participation in all extracurricular activities and other school-related functions scheduled on or off the school campus, or while riding the school bus. Therefore, certain rules of behavior have been established for students. Students have the following responsibilities, and failure to carry out these responsibilities may result in disciplinary action:

1. It is the responsibility of each student to conduct himself/herself in the classroom in such a manner that does not interfere with his/her own learning or the learning of others in the class.
2. It is the responsibility of each student to attend class on time and to be prepared to participate.
3. It is the responsibility of each student to help keep the building clean; not to litter, mark on or deface school property and community areas.
4. It is the responsibility of each student to respect all staff and other students, and to be honest, polite and friendly. Directions are to be complied with regardless of whether a student is in the classroom, in the halls, in the cafeteria, at extracurricular activities, or at any other location on the school grounds. The perception that "he/she is not my teacher, so why should I listen to him/her" is to be avoided.
5. Students are not permitted to smoke in the building or on the school grounds or at school activities.
6. It is the responsibility of each student to keep doorways, hallways, restrooms and stairs clear at all times.
7. It is the responsibility of each student to leave the area in the event a disruption involving students occurs. The student's mere presence as an onlooker tends to lend support and encouragement to those students causing the disruption.
8. Verbal or physical harassment, bullying, and/or intimidation will not be tolerated while at school. Any student who experiences such a situation shall report the incident to the principal or his/her designee as soon as possible. No student shall try to settle the problem himself/herself by allowing the situation to escalate into a physical confrontation.
9. It is the responsibility of each student to assist in promoting a safe and secure environment. This includes reporting anything out of the ordinary or questionable to the nearest staff member and to practice good safety habits such as not propping open doors, not letting in visitors to the school, and letting a staff member know if they are witness to a potential crime, weapon or violation.
10. During fire or disaster drills it is the responsibility of each student to move quickly and quietly to the assigned safety areas. Appropriate instructions given by school personnel are to be obeyed. The health and safety of many people depends upon cooperation from students.
11. Students are expected to submit authentic work that is not copied from another. Plagiarism is intellectual theft. No student should copy the work of another. Students who plagiarize will receive consequences at the administrator's discretion after an investigation is completed.
12. It is the responsibility of students to observe the same appropriate standards of conduct at extracurricular activities (home or away) as they do at school. Violence, disruptive behavior, involvement with drugs or alcohol at extracurricular activities or on fan buses will result in serious disciplinary action. Such action may include suspension and/or expulsion from school, suspension from attendance and/or participation at future extracurricular activities, and/or police action. Parents may be required to pick up their student at an out-of-town function.
13. Students shall not engage in Sexual Misconduct which includes, but is not limited to, sexual advances, request for sexual favors, and exhibit sexually motivated physical/verbal conduct or communications of any sexual nature. See Sexual Misconduct on page 54.
14. All students are entitled to have the opportunity to obtain maximum benefit from their educational experience. Thus, it is necessary to have rules and regulations that provide an educational climate in which learning can best take place. Students who show disrespect for the rights of others and disregard regulations may be subject to disciplinary action, which could include suspension or

expulsion. In addition, they may be subject to removal from extracurricular activities and/or positions of leadership (i.e., Student Council, officer of Student Council or class).

### **Bus Conduct**

According to School Board Policy, certain misbehavior and misconduct will be grounds for suspension from riding the school buses. It will be the responsibility of the parent/guardian to provide transportation to and from school if this occurs. Behaviors include:

1. Prohibited student conduct as defined in the Board of Education policy 7:190, *Student Behavior*.
2. Willful injury or threat of injury to a bus driver or to another rider.
3. Willful and/or repeated defacement of the bus.
4. Repeated use of profanity.
5. Repeated willful disobedience of the bus driver's or other supervisor's directives.
6. Such other behavior as the administration deems to threaten the safe operation of the bus and/or its occupants. *(Please see the guidelines provided by the building incorporated in the student bus schedules.)*

Video/audio cameras may be used on school buses as necessary in order to monitor conduct and maintain a safe environment for students and employees.

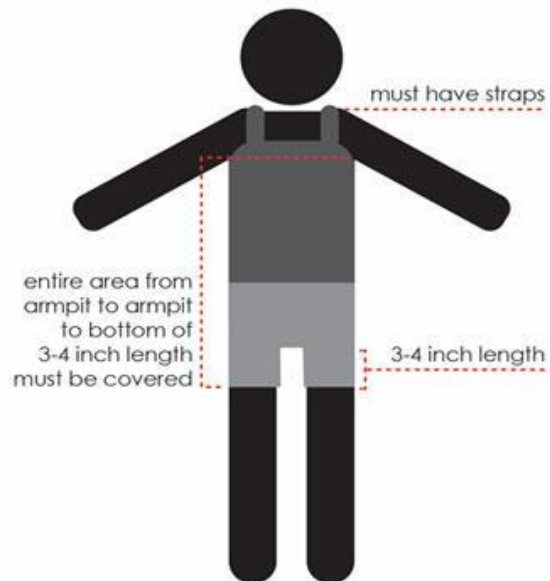
Students suspended from the school bus who do not have alternate transportation to school shall have the opportunity to complete make up work for equivalent academic credit. It is the responsibility of the parent/guardian to notify the school that the student does not have alternate transportation.

### **Student Dress Code (K-12<sup>th</sup> Grade)**

Decatur Public Schools respects students' rights to express themselves in the way they dress. All students who attend Decatur Public Schools are also expected to respect the school community by dressing appropriately for a K - 12 educational environment. Student attire should facilitate participation in learning as well as the health and safety of students, staff and parents.

#### **Minimum Requirements:**

1. Clothing must cover areas from one armpit across to the other armpit, down to approximately 3 to 4 inches in length on the upper thighs (see image). Tops must have shoulder straps. Rips or tears in clothing should be lower than the 3 to 4 inches in length.
2. Shoes must be worn at all times and should be safe for the school environment (pajamas, bedroom shoes or slippers shall not be worn, except for school activities approved by the principal).
3. See-through or mesh garments must not be worn without appropriate coverage underneath that meet the minimum requirements of the dress code.
4. Headgear including hats, hoodies, and caps are not allowed unless permitted for religious, medical, or other reasons by school administration.
5. Specialized courses may require specialized attire, such as sports uniforms or safety gear.



## Additional Requirements

1. Clothing may not depict, imply, advertise, or advocate illegal, violent, or lewd conduct, weapons, or the use of alcohol, tobacco, marijuana or other controlled substances.
2. Clothing may not depict or imply pornography, nudity, or sexual acts.
3. Clothing may not display or imply vulgar, discriminatory, or obscene language or images.
4. Clothing may not state, imply, or depict hate speech/imagery targeting groups based on race, ethnicity, gender, sexual orientation, gender identity, religious affiliation, or any other protected classification.
5. Sunglasses may not be worn inside of the building.
6. Clothing and accessories that endanger student or staff safety may not be worn.
7. Apparel, jewelry, accessories, tattoos, or manner of grooming that, by virtue of its color, arrangement, trademark or any other attribute, denotes membership in a gang that advocates illegal or disruptive behavior is prohibited.

A student's appearance, including dress and hygiene, must not disrupt the educational process or compromise standards of health and safety.

Students that come to school that smell like marijuana or other offensive, distracting, and/or noxious odors will be instructed to call home for a change in clothing or picked up from school so he/she can change clothes

***The administration at each school reserves the right to determine what constitutes appropriate dress.*** Students who do not adhere to these guidelines will not be allowed to attend class. Parents will be called if appropriate clothing is not available or the student refuses dress-code appropriate clothing.

## ADMINISTRATIVE PROCEDURES

### SECTION I

<b>ADMINISTRATIVE PROCEDURES</b>
----------------------------------

The Board of Education believes that its primary goal is to prepare students to be productive, contributing members of the society through education. The Board encourages the most effective use of educational strategies and techniques to achieve this goal. It is within this spirit that the Code of Conduct was created to address students' behavior in and around the school as well as during school-related functions. The Code outlines specific behaviors that are both disruptive to the educational process and/or illegal and subject to disciplinary action.

The Board recognizes that conduct is learned, and acceptable conduct, like its academic counterpart, can be taught. While disruptive conduct will not be tolerated, the Board encourages the use of educational interventions to correct the unacceptable behavior. The corrective actions taken will also be guided by preventative and educational objectives. Finally, the Board is committed to creating an environment that is safe for students and staff, and promotes learning.

The Decatur Public School District 61 considers habitual, disruptive behavior unacceptable. In most cases, discipline practices and procedures (violations and consequences) will be followed.

**Threats to school safety is defined as acute or pervasive behaviors which provoke fear and intimidation. A threat constitutes any intimidating behavior towards students and/or staff which causes a fear of injury and/or harm. Threats will not be allowed or tolerated. Threatening behaviors will be dealt with immediately and appropriate consequences will be administered.**

**Should severe or repeated misbehavior occur, the building administrator reserves the right to administer appropriate discipline in alignment with the range of administrative consequences/interventions.**

### **Hard & Soft Lockdown**

The lockdown of a school is not a form of student discipline. Lockdowns are used when there is danger in or near the school and students and staff need to be protected from danger. A lockdown involves securing doors and windows in an attempt to keep intruders from gaining access to staff and students. In the event of a preventative or SOFT LOCKDOWN, exterior doors are secured and no one is allowed in or out of the building; however, the routine of the school is maintained (or may be restricted) consistent with an external threat (such as a robbery at a nearby facility, suspicious activity in an area, gas leak at a nearby facility, etc). In the event of a full or HARD LOCKDOWN, there is a total cessation of school activity, no teaching, students seek shelter, classrooms are locked or doors closed, silence is maintained in the building, no one is allowed in or out of the building. Hard lockdowns are normally reserved for serious security situations.

### **Hold in Place**

Hold in Place will be used if we need to keep all staff and students in the classroom for a short period of time. It differs from a lockdown as there is no immediate danger for any staff or students. Example: There is an escalated student being escorted in the hallway, he/she is knocking posters off the wall, shoving furniture as they walk. We call a place and hold for the building until we get that student to a safe place.

### **Alternative Education**

Decatur Alternative Education (DAE) is a DPS facility that offers progressive intervention in assisting students who may require a more structured environment. The Decatur Public School District utilizes DAE for grades K-12, Milligan Academy for grades 6-12, and Futures Unlimited for high school. Milligan and Futures are Regional Office of Education programs that require approval from the ROE for student placement. Students will be eligible for recommendation after the schools have exhausted available and appropriate interventions at the building level. All recommendations are reviewed by the Director of Student Services to determine approval and length of time, as well as assist in establishing interventions upon transition. The mission of these services is to implement quality behavioral and instructional practices in a small class environment. Interventions are geared towards social development so students may achieve academic and behavioral success. Students in these programs will have the opportunity to return to their respective learning environment upon completion of their Plan of Success. Student placement is on an individual basis based on student need and/or BOE placement.

Students eligible for this program whose parent(s)/guardian(s) do not consent to placement in the program are subject to all disciplinary procedures contained in Parts A-D below.

### **Part A**

## **EXPULSION HEARINGS AND BOARD SUSPENSION REVIEW HEARINGS**

The Superintendent or designee shall implement expulsion procedures that provide, at a minimum, for the following:

1. Before a student may be expelled, the student and his or her parent(s)/guardian(s) shall be provided a written request to appear at a hearing to determine whether the student shall be expelled. The request shall be sent by registered or certified mail, return receipt requested. The request shall include:
  - a) The time, date, and place for the hearing.

- b) What will happen during the hearing.
  - c) The specific act of gross disobedience or misconduct resulting in the decision to recommend expulsion.
  - d) A statement that the School Code allows the School Board to expel a student for a definite period of time not to exceed 2 calendar years, as determined on a case-by-case basis.
  - e) Ask that the student or parent(s)/guardian(s) or attorney inform the District if the student will be represented by an attorney and, if so, the attorney's name and contact information.
2. Unless the student and parent(s)/guardian(s) indicate that they do not want a hearing or fail to appear at the designated time and place, the hearing will proceed. It shall be conducted by the School Board or a hearing officer appointed by it. If a hearing officer is appointed, he or she shall report to the Board the evidence presented at the hearing and the Board shall take such final action as it finds appropriate. Whenever there is evidence that mental illness may be the cause for the recommended expulsion, the Superintendent or designee shall invite a representative from a local mental health agency to consult with the Board.
  3. During the expulsion hearing, the Board or hearing officer shall hear evidence concerning whether the student is guilty of the gross disobedience or misconduct as charged. School officials must provide: (1) testimony of any other interventions attempted and exhausted or of their determination that no other appropriate and available interventions were available for the student, and (2) evidence of the threat or disruption posed by the student. The student and his or her parent(s)/guardian(s) may be represented by counsel, offer evidence, present witnesses, cross-examine witnesses who testified, and otherwise present reasons why the student should not be expelled. After presentation of the evidence or receipt of the hearing officer's report, the Board shall decide the issue of guilt and take such action as it finds appropriate.
  4. If the Board acts to expel the student, its written expulsion decision shall:
    - a) Detail the specific reasons why removing the student from his or her learning environment is in the best interest of the school.
    - b) Provide a rationale for the specific duration for the recommended expulsion.
    - c) Document how school officials determined that all behavioral and disciplinary interventions have been exhausted by specifying which interventions were attempted or whether school officials determined that no other appropriate and available interventions existed for the student.
    - d) Document how the student's continuing presence in school would (1) pose a threat to the safety of other students, staff, or members of the school community, or (2) substantially disrupt, impede, or interfere with the operation of the school.
  5. Upon expulsion, the District may refer the student to appropriate and available support services.

## **Part B**

<b>DISCIPLINE AND SUSPENSION PROCEDURES AND NOTIFICATION</b>
--

### **Care Room**

The Superintendent or designee is authorized to maintain a Care Room. The program shall include, at a minimum, each of the following:

1. Before assigning a student to the CARE, students will understand the nature of the interventions being assigned per the infraction presented.
2. Students are supervised by licensed school personnel.
3. Students are given the opportunity to complete classroom work in the CARE Room for equivalent academic credit.
4. Students are not introduced to new assignments while in the CARE Room.

### **Transition Room**

The Superintendent or designee is authorized to maintain a Transition Room. The program shall include, at a minimum, each of the following:

1. Before assigning a student to the Transition Room, students will understand the nature of the interventions and consequences being assigned per the infraction presented.
2. Students are supervised by licensed school personnel.
3. Students are given the opportunity to complete classroom work in the Transition Room for equivalent academic credit.
4. Students are assigned for longer term support not to exceed 3 days.

### **Out-of-School Suspension**

The Superintendent or designee shall implement suspension procedures that provide, at a minimum, for each of the following:

1. A conference during which the infraction will be explained and the student will be given an opportunity to respond to the infraction before he or she may be suspended.
2. A pre-suspension conference is not required, and the student can be immediately suspended when the student's presence poses a continuing danger to persons or property or an ongoing threat of disruption to the educational process. In such cases, the notice and conference shall follow as soon as practicable.
3. An attempted phone call to the student's parent(s)/guardian(s).
4. Written notice of suspension to the parent(s)/guardian(s) and the student, which shall include:
  - a) Notice to the parent(s)/guardian(s) of their child's right to a review of the suspension;
  - a) Information about an opportunity to make up work missed during the suspension for equivalent academic credit;
  - b) Detail the specific act of gross disobedience or misconduct resulting in the decision to suspend;
  - c) Provide a rationale or an explanation of how the chosen number of suspension days will address the threat or disruption posed by the student or his or her act of gross disobedience or misconduct; and
  - d) Depending upon the length of the out-of-school suspension, include the following applicable information:
    - i. For a suspension of 3 school days or less, an explanation that the student's continuing presence in school would either pose:
      - a) A threat to school safety, or
      - b) A disruption to other students' learning opportunities.
    - ii. For a suspension of 4 or more school days, an explanation:
      - a) That other appropriate and available behavioral and disciplinary interventions have been exhausted;
      - b) As to whether school officials attempted other interventions or determined that no other interventions were available for the student; and
      - c) That the student's continuing presence in school would either:
        - i. Pose a threat to the safety of other students, staff, or members of the school community, or
        - ii. Substantially disrupt, impede, or interfere with the operation of the school.
  5. A summary of the notice, including the reason for the suspension and the suspension length, must be given to the Board by the Superintendent or designee.
  6. Upon request of the parent(s)/guardian(s), a review of the suspension shall be conducted by the Board or a hearing officer appointed by the Board. At the review, the student's parent(s)/guardian(s) may appear and discuss the suspension with the Board or its hearing officer and may be represented by counsel. Whenever there is evidence that mental illness may be the cause for suspension, the Superintendent or designee shall invite a representative from a local mental health agency to consult with the Board. After presentation of the evidence or receipt of the hearing officer's report, the Board shall take such action as it finds appropriate. If the suspension is upheld, the Board's written suspension decision shall specifically detail items (c) and (d) in number 4, above.



## Part C

### **SPECIAL EDUCATION GENERAL PROCEDURES AND DISCIPLINARY ACTIONS**

- The District shall comply with the provisions of the Individuals With Disabilities Education Act (IDEA) when disciplining students.
- No special education student will be expelled if the student's particular act of gross disobedience/misconduct is a manifestation of his/her disability. Any special education student whose gross disobedience/misconduct is not a manifestation of his/her disability may be expelled pursuant to Expulsion Procedures, except that such disabled student shall receive educational services as provided in the IDEA.
- A special education student may be suspended for an aggregate of ten (10) days of school per school year, regardless of whether the student's gross disobedience/ misconduct is a manifestation of his/her disabling condition, except that such student shall receive educational services in accordance with the IDEA.
- A special education student who has carried a weapon to school or to a school function; who knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function; or who has inflicted serious bodily injury upon another person while at school or at a school function may be removed from his/her current placement and placed in an appropriate interim alternative educational setting for no more than 45 days in accordance with the IDEA.

#### **Special Education Suspension Procedures**

1. All suspension notices and suspension review procedures set forth under Suspension Procedures must be followed in suspending a special education student. In addition, a special education student who is suspended from school shall receive educational services in accordance with the IDEA.
2. The parents/guardians shall be informed in writing that they may request an expedited due process hearing pursuant to the Special Education Rules and Regulations and the procedural safeguards of the IDEA. The parent will be informed of their procedural safeguards.
3. No later than ten (10) school days after the decision to suspend the student for an aggregate of more than 10 school days, the District shall convene a meeting to review the relationship between the student's disability and the behavior subject to the disciplinary action, in accordance with the provisions described in Paragraphs 2 – 4 below. In addition to reviewing whether the conduct is a manifestation of the student's disability, the team shall also review and, if appropriate, modify the student's behavior intervention plan. If there is no behavior intervention plan in place, the District shall conduct a functional behavioral assessment and develop a behavior intervention plan to address the behavior.

#### **Special Education Expulsion Procedures**

1. Prior to making a recommendation to expel a special education student, the authorized administrator will convene a Manifestation Determination Review (MDR) to determine whether the student's act of gross disobedience/misconduct is a manifestation of his/her disability.
2. At the Manifestation Determination Review, the MDR team shall include the members of the student's IEP team and other qualified personnel, including, but not limited to, the authorized administrator familiar with the act of misconduct.
3. In carrying out the Manifestation Determination Review, the team shall consider, in terms of the behavior subject to the disciplinary action, all relevant information, including:
  - (a) Evaluation and diagnostic results, including relevant information supplied by the parents;
  - (b) Observations of the student; and
  - (c) The student's IEP and placement.
4. The team shall make the following determinations regarding whether the student's conduct was a manifestation of his/her disability:

- Was the misconduct caused by, or did it have a direct and substantial relationship to, the student's disability? OR
  - Was the misconduct the direct result of the LEA's failure to implement the IEP?
5. If, at the manifestation review conference, it is determined that the behavior of the student was a manifestation of his/her disability, the authorized administrator will not recommend expulsion. The IEP team shall:
- conduct a functional behavioral assessment and implement a Behavioral Intervention Plan (BIP), provided that the school district had not already conducted such an assessment prior to the determination of the behavior that resulted in the change of placement,
  - In the situation where a BIP is in place, review it and/or modify the plan as necessary to address the behavior; and
  - Return the student to the placement from which he/she was removed, unless the parents and District agree to a change in placement, except when the student has been removed to an interim alternative education setting for drugs, weapons, and/or serious bodily injury.
6. If, at the manifestation review conference, it is determined that the behavior of the student was not a manifestation of his disability, the authorized administrator may recommend expulsion to the Board. The expulsion notice to the parents/guardians sent pursuant to Expulsion Notification under Expulsion Hearings and Board Suspension Review Hearings, will also include three (3) additional statements that:
- (a) The parents are entitled to all rights provided under the IDEA and those set forth in the Special Education Rules and Regulations, as available to the parents from the School District. A copy of parents' rights shall be included with the notice of the expulsion hearing.
- (b) In addition to issues regularly determined at an expulsion hearing, the authorized administrator must present evidence that the manifestation review team met and concluded that the student's misconduct was not a manifestation of his disability, which shall be duly noted by the Board of Education.
- (c) The administration shall ensure that relevant special education and disciplinary records of the student are transmitted for consideration by the Board of Education.
7. If a special education student is expelled from school in accordance with the procedures set forth above, the District shall convene an IEP meeting to develop an educational program to deliver educational services to the student during such period of expulsion.

### **Special Education Disciplinary Actions**

The following caveats apply to the items in the list: (1) Disciplinary actions must have no adverse effect on IEP goals and objectives; and (2) disciplinary actions must not be applied in a discriminatory manner.

Written Reprimand	Permissible.
Written Warning	Permissible.
Study Carrels	Permissible.
Restriction of Privileges(Social Probation)	Permissible.
Detention (lunch, recess, after school)	Permissible.
In-School Supervision	Permissible if supervised by certified special education teacher and/or if student's IEP is carried out.
Aversive Therapy/Devices	PROHIBITED.

Bus Suspension	Permissible. Counts as part of 10-day aggregate days of suspension if the child is unable to attend school because of the bus suspension.
Exclusion from Extracurricular Activities	Permissible as long as participation is not specifically required by the IEP.
Emergency Suspensions	Permissible for up to an aggregate of ten (10) consecutive school days if the procedures described in Section E are followed.
Suspension	Permissible for no more than ten aggregate school days per year if the procedures described in Part E are followed.
Alternative School Placement	Permissible as long as change of placement is made through regular IEP process.
Expulsion	Permissible if act of disobedience/misconduct is not a manifestation of the student's disability and if educational services are provided to the student.

## Part D

### SEARCHES OF STUDENTS AND STUDENT LOCKERS/SEIZURE OF PROPERTY

To maintain order and security in the schools, school authorities are authorized to conduct searches of school property and equipment. School authorities are authorized to conduct searches of students and their personal effects when there is a reasonable ground for suspecting that the search will produce evidence the particular student has violated or is violating either the law or the District's student conduct rules. "School Authorities" includes school liaison police officer. See the complete policy in Section II, Part D, of this document.

## Part E

### PROCEDURES FOR HANDLING MISCONDUCT ON BUS

1. A bus driver shall work with children to minimize misconduct on the bus.
2. If a student misbehaves on a bus, the driver may issue a Bus Misconduct Referral. A copy of the referral shall be given to the student, the school and the bus company. A representative of the bus company must report serious misbehavior to the principal or designee on the same day or in the morning of the next school day. Upon receiving a misconduct referral, the principal or designee shall make the determination of the action to be taken and shall notify the bus company and parents/guardian. (Parents/guardians shall be notified in writing. They shall be expected to sign the letter and return it promptly to the principal or designee.) Conduct resulting in a bus suspension of 1-10 days shall be determined at the discretion of the principal or designee. Conduct resulting in a bus suspension of greater than 10 days shall be determined at the discretion of the Board.
3. If the student's conduct is severe, the principal or designee may use any of the steps outlined under Section II, Part B, *Range of Administrative Consequences/Interventions*, in disciplining the student. The bus company and parents shall be notified of action taken.
4. Special education students who are removed from the bus and do not attend school because of the bus suspension will have these days counted as part of the ten (10) day limit.

The district is not responsible for the conduct of students at the city bus stop. This responsibility lies with the parents.

## **SECTION II**

### **POLICIES AND PROCEDURES**

#### **Part A**

### **GENERAL PROCEDURES**

1. Students committing acts of gross disobedience/misconduct as defined herein may be disciplined in any manner provided in this policy, including detention, being assigned to intervention support in the CARE/Transition Room, suspension out of school, suspension from the school bus, or expulsion.
  - When a student is suspended from school, it is that student's responsibility to keep up with class assignments. Upon request, teachers will provide and will evaluate make-up work resulting from suspension, although in some cases (science experiments, for instance) alternate assignments may be provided.
  - Students suspended from school will be allowed to make up missed work for full credit. Request for missed work shall be made within 48 hours of a student's return from suspension. Student will be allowed up to 1 day for every day the student is suspended from school.
2. Teachers may remove disruptive students from the classroom by sending them to the office. Teachers may also detain students after school when parents are notified. The building administrator will develop a procedure for handling disruptive students when he or she is away from the building. This procedure shall be made known to the staff.
3. Before removing any student from the school or the school bus during the school day, the building administrator will make reasonable efforts to notify the parent or guardian. He or she will make reasonable efforts to ensure the safety of the student. The student may be retained until the end of the day unless parents, guardians or emergency contacts can be reached.
4. 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 students, staff, 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.
5. If any employee is battered by a student, this process shall be followed:
  - Teacher files a written complaint with administration for a battery within two (2) days of the occurrence.
  - The administrator shall report the complaint to local law enforcement immediately after the occurrence of the attack, and to the Illinois' State Police Illinois Uniform Crime Reporting Program no later than three (3) days after the occurrence of the attack. (pg 35 of DEA contract: Article XII F).
6. The employee has the right to use such force as given by statute or court cases decided thereunder to protect himself/herself, another employee or student from physical assault or injury. Employees shall have Board assistance in any assault or battery cases which occur while the employee is performing his/her assigned duties. The Board assistance shall consist of utilization of corrective procedures. Upon written notification, the Superintendent or his/her designee, shall report all incidents of battery committed against employees to the local law enforcement authorities immediately after the occurrence of the attack. (pg. 36 of DEA contract: Article XII H).
7. Pursuant to an approved classroom/building/team discipline or management plan and the District student discipline policy, an employee may send a student to the building administrative office with the completed formal discipline referral form.

An administrator will process all discipline referrals (both major and minor) submitted by the employee (four-part form or an electronic form) within three days. At the elementary level,

the student shall not return to class for a minimum of one hour. At the secondary level, for non-tardy disciplinary referrals, the student shall not return to the class for the remainder of the class period. Written notification will be given to the employee prior to readmittance of the student to the class. Students may not return to class without written notification of the administrator's disposition. Every attempt to process the discipline referral will be made prior to sending the student back to the class. Guidelines are outlined in the Student Code of Conduct and subsequent actions will be consistent with such policy. (pg. 36 of DEA contract: Article XII L)

## **Part B**

### **INTERNET and TECHNOLOGY USE POLICY**

#### **Acceptable Use**

The use of DPS 61 technology resources is a privilege and not a right. The privilege of using the technology resources provided by DPS 61 is not transferable or extendable by students to groups outside the district and terminates when a person is no longer a student of DPS 61. This policy is provided to make all users aware of the responsibilities associated with efficient, ethical, and lawful use of technology resources.

If a person violates any of the User Terms and Conditions named in this policy, privileges may be terminated, access to the School District technology resources may be denied, and the appropriate disciplinary action may be applied per the Student Code of Conduct. Law enforcement agencies may be notified in appropriate cases.

#### **DPS 61 Student Responsibilities:**

- Read, understand and follow the DPS 61 Acceptable Use Policy.
- Use devices in a responsible and ethical manner.
- Obey general school rules and district policies concerning behavior.
- Use technology resources in an appropriate manner that does not result in the informational damage of school equipment. This "damage" includes, but is not limited to, the loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions caused by the student's own negligence, errors or omissions.
- Use any information obtained via DPS 61's network at your own risk. DPS 61 specifically denies any responsibility for the accuracy or quality of information obtained through its services.
- Report physical damage to devices immediately to the Technology Department.
- Secure devices against theft or loss.
- Help DPS 61 protect devices by contacting the Technology Department about any security problems encountered.
- Monitor all activity on your account(s).
- Turn off and secure devices after you are done working to protect work and information. Securing the devices includes storing device out of sight and in a secure location.
- Respect the rights of copyright owners.

#### **Prohibited Student Activities:**

- Illegal installation or transmission of copyrighted materials.
- Any action that violates any existing DPS 61 Board Policy or public law.
- Sending, accessing, uploading, downloading, or distributing offensive, profane, threatening, pornographic, obscene, or sexually explicit materials.
- Spamming or sending mass or inappropriate emails.
- Gaining access to others' accounts.
- Gaining access to others' files and/or data without permission.
- Use of the school's Internet/email accounts for financial or commercial gain or for any illegal activity.

- Use of anonymous and/or false communications to mislead, harm, bully or harass another person.
- Participation in credit card fraud, electronic forgery or other forms of illegal behavior.
- Vandalism (any malicious attempt to harm or destroy hardware, software or data, including, but not limited to, the uploading or creation of computer viruses or computer programs that can infiltrate computer systems and/or damage software components) of school equipment.
- Bypassing the DPS 61 web filter through a web proxy, phone tethering, and any other means, including utilizing a non-district network during the school day.
- Bullying.

#### Device Care:

The devices can be damaged if subjected to rough treatment. The screens are particularly sensitive to damage from excess pressure.

- Do not expose the device to any liquid, including water, drinks, rain, etc.
- Do not lean on the top of the device when it is closed.
- Do not place anything near the device to put pressure on the device.
- Do not place anything in the carrying case that will press against the device.
- Do not “bump” the device against desks, lockers, walls, car doors, floors, etc.
- Never leave any object on the keyboard.
- No labels or stickers may be applied to the computer without prior approval of the Technology Department.
- Students are responsible for maintaining their individual devices and keeping them in good working order.
- Clean the screen with a soft, dry cloth or anti-static cloth or with a screen cleaner designed specifically for LCD-type screens.

Device cases furnished by DPS 61 must be returned with only normal wear and no alterations to avoid paying a case replacement fee.

Devices that malfunction or are damaged must be reported to the DPS 61 Technology Department. The school district will be responsible for repairing devices that malfunction.

Devices that have been damaged from student misuse, neglect or accident will be repaired. If the damages to a device are not covered under the warranty, and/or do not have it covered under their homeowner’s insurance, the student’s family will be responsible for the total cost of repairs up to the replacement cost of the device. Students may be provided a temporary device while their assigned device is being repaired.

Devices that are stolen must be reported within twenty-four (24) hours to the building administrator, Technology Department, appropriate Police Department, or appropriate County Sheriff’s Department. Police reports shall not be filed if the device is misplaced or left unintentionally. Devices that are lost must be reported to DPS 61 Technology Department through an established procedure.

#### Legal Propriety:

Students must comply with trademark and copyright laws and all license agreements. If the student is unsure, ask a staff member for guidance.

Use or possession of hacking software is strictly prohibited and violators are subject to discipline.

Violation of applicable state or federal law may result in criminal prosecution and/or disciplinary action by the District, including expulsion or police involvement.

The Decatur Public School District owns and operates the equipment and software that compose our network resources. The school is obligated to take steps to insure that all facilities are used legally. Any illegal use of network resources is prohibited.

All content created, sent, accessed or downloaded using any part of the District's network resources or district-owned devices is subject to the rules stated in this policy. School administration monitors our network and may find it necessary to investigate electronic incidents even if they happen after hours and outside of school. As the owners of our network resources, including email system, the school administration reserves the right, if needed, and at its discretion, to remotely access, open, examine and/or delete any electronic file.

The District does not have control of the information on the Internet or incoming emails, nor does it provide any technical barriers to account holders accessing the full range of information while not connected to the School District's network. Sites accessible via the Internet may contain material that is defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, illegal or otherwise inconsistent with the mission of Decatur Public Schools District. While the District's intent is to make Internet access available for educational goals and objectives, account holders may have the ability to access other materials as well. Students shall obey the Acceptable Use Policy when using the Internet on the network and/or the device.

District account holders take full responsibility for their access to the District's network resources and Internet. Specifically, DPS 61 makes no warranties with respect to school network resources nor does it take responsibility for:

1. The content of any advice or information received by an account holder;
2. The costs, liability or damages incurred as a result of access to school network; or
3. Any consequences of service interruptions.

This policy exists along with all other District policies, rules, guidelines and procedures. Specific items not covered here may be addressed by other policies, District rules, guidelines, or procedures at the discretion of the Board of Education or its designee.

#### Security:

1. Do not leave laptops in unsupervised areas.
2. Staff will confiscate unsupervised or abandoned laptops.
3. Avoid using the laptop in areas where damage or theft is likely.
4. During after-school activities, students are still expected to maintain the security of the laptop. Students participating in sports events shall store laptops and use the same security measures as with their other personal items.
5. Each laptop has identifying labels including the serial number that is tied to the student. Students must not modify or destroy these labels.

#### Parent/Guardian Responsibilities:

1. Sign the Student/Parent Computer Agreement.
2. In order for students to be allowed to take their computers home, a student and his/her parent/guardian must sign the Student/Parent Computer Loan Agreement.
3. Monitor student use.
  - a. The parent/guardian must agree to monitor student use at home and away from school. The best way to keep students safe and on-task is to have a parent/guardian present and involved. Suggestions include:
    - i. Investigate and apply parental controls available through your Internet service provider and/or your wireless router.
    - ii. Develop a set of rules/expectations for computer use at home. Don't forget rules for social networking, instant messaging, e-mailing, online gaming and using webcams. Some websites provide parent/child agreements for you to sign. The district will not block websites or otherwise limit the use of the device outside of school.
    - iii. Demonstrate a genuine interest in what your students are doing on the computer. Ask questions and request that they show you their work often.

2. Continually dialogue with your children about online safety.
  - a. Help your child(ren) understand what information shall be private.
  - b. Explain that children shall post only information that you—and they—are comfortable with others seeing.
  - c. Go where your child goes online or follow your child online.
  - d. Teach your child(ren) to recognize and report:
    - i. Cyberbullying
    - ii. Online predators
    - iii. Exposure to inappropriate materials

### **Student and Parent Agreement**

1. Devices and computer bags, when stored in lockers, must be stored so that they will not be damaged by other locker contents.
2. Devices must be with the student at all times when transporting and using the device outside of the classroom.
3. Students whose parents have signed a Student/Parent Computer Loan Agreement and have been given permission by Decatur Public Schools staff will take devices home.

Do not:

- Allow others (other than a parent or district employee) to use your device.
- Use another student's device.
- Reveal your full name, personal address, phone number, school name or personal identifying characteristics (i.e., hair color, age, etc.) to anyone online.
- Deface your device or computer bag with stickers, markers, or graffiti, or remove any markings or tags placed there by technology staff.

Students are expected to:

- Convey the details about any knowledge of a security problem to their teacher without discussing it with other students.
- Notify a staff member immediately if they come across information, images, or messages that are inappropriate, dangerous, threatening, or make them feel uncomfortable.
- Notify a teacher or administrator immediately if they accidentally access an inappropriate website.
- All videotaping, pictures, and any audiovisual recording is prohibited unless authorized by a teacher, principal or instructional coach as part of a class project.

The student will return the device to the school:

- At the end of the year and/or when requested by school administration;
- If he/she transfers to another school within Decatur Public Schools; or
- If he/she withdraws from Decatur Public Schools.

If the device is not returned to the school in any of the above scenarios within three (3) days after the initial withdrawal or transfer, it will be reported as stolen and a police report will be submitted to law enforcement. The device contains permanent tracking software so that missing laptops can be located by law enforcement.

Decatur Public Schools assumes no responsibility for any unauthorized charges, including but not limited to, credit card charges, long distance telephone charges, equipment and line costs, or for any illegal or unauthorized use of its computers (such as copyright violations).



Decatur Public Schools may remove a user's access to the network without notice at any time if the user is engaged in any unauthorized activity. Decatur Public Schools reserves the right to confiscate the property at any time.

#### *Notification (105 ILCS 75/15)*

Decatur Public Schools shall not request or require a student to provide a password or other account-related information in order to gain access to an account or social media profile. The District may conduct an investigation or require a student to cooperate in an investigation if there is specific information about activity on the student's account on a social networking website that violates a school disciplinary rule or policy. In the course of an investigation, the student may be required to share the content that is reported in order to make a factual determination.

## **STUDENT ONLINE PERSONAL PROTECTION ACT**

### **Educational Technology Vendors Under the Student Online Personal Protection Act**

School districts throughout the State of Illinois contract with different educational technology vendors for beneficial K-12 purposes such as providing personalized learning and innovative educational technologies, and increasing efficiency in school operations.

Under Illinois' Student Online Personal Protection Act, or SOPPA (105 ILCS 85/), educational technology vendors and other entities that operate Internet websites, online services, online applications, or mobile applications that are designed, marketed, and primarily used for K-12 school purposes are referred to in SOPPA as *operators*. SOPPA is intended to ensure that student data collected by operators is protected, and it requires those vendors, as well as school districts and the Ill. State Board of Education, to take a number of actions to protect online student data.

Depending upon the particular educational technology being used, our District may need to collect different types of student data, which is then shared with educational technology vendors through their online sites, services, and/or applications. Under SOPPA, educational technology vendors are prohibited from selling or renting a student's information or from engaging in targeted advertising using a student's information. Such vendors may only disclose student data for K-12 school purposes and other limited purposes permitted under the law.

In general terms, the types of student data that may be collected and shared include personally identifiable information (PII) about students or information that can be linked to PII about students, such as:

- Basic identifying information, including student or parent/guardian name and student or parent/guardian contact information, username/password, student ID number
- Demographic information
- Enrollment information
- Assessment data, grades, and transcripts
- Attendance and class schedule
- Academic/extracurricular activities
- Special indicators (e.g., disability information, English language learner, free/reduced meals or homeless/foster care status)
- Conduct/behavioral data
- Health information
- Food purchases
- Transportation information
- In-application performance data
- Student-generated work
- Online communications

- Application metadata and application use statistics
- Permanent and temporary school student record information

Operators may collect and use student data only for K-12 purposes, which are purposes that aid in the administration of school activities, such as:

- Instruction in the classroom or at home (including remote learning)
- Administrative activities
- Collaboration between students, school personnel, and/or parents/guardians
- Other activities that are for the use and benefit of the school district

### **Request a Review**

Under Illinois' Student Online Personal Protection Act, or SOPPA (105 ILCS 85/), parents of an enrolled student have the right to inspect and review the student's covered information held by the school, the State Board or an operator. To request this review, parents can email their request to [SOPPA@dps61.org](mailto:SOPPA@dps61.org) or send a written request to the Director of Information Technology.

## **Part C**

### **ATHLETIC CODE**

#### **Extracurricular Athletics**

Student participation in School Board-approved extracurricular athletic activities is contingent upon the following:

1. The student must attain the academic criteria set forth in Board policy 6:190, *Extracurricular and CoCurricular Activities*.
2. Written permission must be given by the parent(s)/guardian(s) for the student's participation, giving the District full waiver of responsibility of the risks involved.
3. The student must present a certificate of physical fitness issued by a licensed physician, and advanced practice nurse, or a physician assistant. The *Pre-Participation Physical Examination Form*, offered by the Illinois High School Association and the Illinois Elementary School Association, is the preferred certificate of physical fitness.
4. The student must show proof of accident insurance coverage either by a policy purchased through the District-approved insurance plan or a written statement from the parent(s)/guardian(s) that the student is covered under a family insurance plan.
5. The student must agree to follow all conduct rules and the coaches' instructions.
6. The student and his or her parent/guardian must provide written consent to random drug and alcohol testing pursuant to the Extracurricular Drug and Alcohol Testing Program.
7. The student and his or her parent/guardian must: (a) comply with the eligibility rules of, and complete any forms required by, any sponsoring association (such as, the Illinois Elementary School Association, the Illinois High School Association, or the Southern Illinois Junior High School Athletic Association), and (b) complete all forms required by the District including, without limitation, signing an acknowledgment of receiving information about the Board's concussion policy 7:305, *Student Athlete Concussions and Head Injuries*.

The Principal or Athletic Director shall maintain the necessary records to ensure student compliance with this policy. Adopted: April 8, 1997

## Part D

### **POLICY 7:140 SEARCH AND SEIZURE**

In order to maintain order and security in the schools, school authorities are authorized to conduct searches of school property and equipment, as well as of students and their personal effects. "School authorities" include school liaison police officers.

#### School Property and Equipment as well as Personal Effects Left There by Students

School authorities may inspect and search school property and equipment owned or controlled by the school (such as lockers, desks and parking lots), as well as personal effects left there by a student, without notice to or the consent of the student. Students have no reasonable expectation of privacy in these places or areas or in their personal effects left there.

This paragraph applies to student vehicles parked on school property. In addition, Building Principals shall require each high school student, in return for the privilege of parking on school property, to consent in writing to school searches of his or her vehicle, and personal effects therein, without notice and without suspicion of wrongdoing.

The Superintendent or a designee may request the assistance of law enforcement officials to conduct inspections and searches of lockers, desks, parking lots, and other school property and equipment for illegal drugs, weapons, or other illegal or dangerous substances or materials, including searches conducted through the use of specially trained dogs.

#### Students

School authorities may search a student and/or the student's personal effects in the student's possession (such as purses, wallets, knapsacks, book bags, lunch boxes, etc.) when there is a reasonable ground for suspecting that the search will produce evidence the particular student has violated or is violating either the law or the District's student conduct rules. The search itself must be conducted in a manner which is reasonably related to its objectives and not excessively intrusive in light of the age and sex of the student and the nature of the infraction.

When feasible, the search shall be conducted as follows:

- Outside the view of others, including students;
- In the presence of a school administrator or adult witness; and
- By a certified employee or liaison police officer of the same sex as the student.

Immediately following a search, a written report shall be made by a school authority who conducted the search, and given to the Superintendent or designee.

#### Seizure of Property

If a search produces evidence that the student has violated or is violating either the law or the District's policies or rules, such evidence may be seized and impounded by school authorities, and disciplinary action may be taken. When appropriate, such evidence may be transferred to law enforcement authorities.

#### Notification Regarding Student Accounts or Profiles on Social Networking Websites

The Superintendent or designee shall notify students and their parents/guardian of each of the following in accordance with the Right to Privacy in the School Setting Act, 105 ILCS75/:

1. School officials may not request or require a student or his or her parent/guardian to provide a password or other related account information to gain access to the student's account or profile on a social networking website.

2. School officials may conduct an investigation or require a student to cooperate in an investigation if there is specific information about activity on the student's account on a social networking website that violates a school disciplinary rule or policy. In the course of an investigation, the student may be required to share the content that is reported in order to allow school officials to make a factual determination.

## Part E

### **POLICY 7:180 PREVENTING BULLYING AND HARASSMENT**

Bullying, intimidation, and harassment diminish a student's ability to learn and a school's ability to educate. Preventing students from engaging in these disruptive behaviors and providing all students equal access to a safe, non-hostile learning environment are important District goals.

Bullying on the basis of actual or perceived race, color, religion, sex, national origin, ancestry, physical appearance, socioeconomic status, academic status, pregnancy, parenting status, homelessness, age, marital status, physical or mental disability, military status, sexual orientation, gender-related identity or expression, unfavorable discharge from military service, order of protection status, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic is prohibited in each of the following situations:

1. During any school sponsored-education program or activity.
2. While in school, on school property, on school buses or other school vehicles, at designated school bus stops waiting for the school bus, or at school sponsored or school-sanctioned events or activities.
3. Through the transmission of information from a school computer, a school computer network, or other similar electronic school equipment.
4. Through the transmission of information from a computer that is accessed at a non-school related location, activity, function, or program or from the use of technology or an electronic device that is not owned, leased, or used by the School District or school if the bullying causes a substantial disruption to the educational process or orderly operation of a school. This paragraph (item #4) applies only when a school administrator or teacher receives a report that bullying through this means has occurred; it does not require staff members to monitor any non-school-related activity, function, or program.

Definitions from 105 ILCS 5/27-23.7 Bullying includes cyberbullying and means any severe or pervasive physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student or students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing the student or students in reasonable fear of harm to the student's or students' person or property.
2. Causing a substantially detrimental effect on the student's physical or mental health.
3. Substantially interfering with the student's or students' academic performance; or
4. Substantially interfering with the student's or students' ability to participate in or benefit from the services, activities, or privileges provided by a school.

Bullying may take various forms, including without limitation one or more of the following: harassment, threats, intimidation, stalking, physical violence, sexual harassment, sexual violence, theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying. This list is meant to be illustrative and non-exhaustive.

Cyberbullying means bullying through the use of technology or any electronic communication, including without limitation any transfer of signs, signals, writing, images, sounds, data, or intelligence of any

nature transmitted in whole or in part by a wire, radio, electromagnetic system, photo-electronic system, or photo-optical system, including without limitation electronic mail, Internet communications, instant messages, or facsimile communications. Cyberbullying includes the creation of a webpage or weblog in which the creator assumes the identity of another person or the knowing impersonation of another person as the author of posted content or messages if the creation or impersonation creates any of the effects enumerated in the definition of bullying. Cyberbullying also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons if the distribution or posting creates any of the effects enumerated in the definition of bullying.

Restorative measures means a continuum of school-based alternatives to exclusionary discipline, such as suspensions and expulsions, that: (i) are adapted to the particular needs of the school and community, (ii) contribute to maintaining school safety, (iii) protect the integrity of a positive and productive learning climate, (iv) teach students the personal and interpersonal skills they will need to be successful in school and society, (v) serve to build and restore relationships among students, families, schools, and communities, and (vi) reduce the likelihood of future disruption by balancing accountability with an understanding of students' behavioral health needs in order to keep students in school, and (vii) increase student accountability if the incident of bullying is based on religion, race, ethnicity, or any other category that is identified in the Ill. Human Rights Act.

School personnel means persons employed by, on contract with, or who volunteer in a school district, including without limitation school and school district administrators, teachers, school guidance counselors, school social workers, school counselors, school psychologists, school nurses, cafeteria workers, custodians, bus drivers, school resource officers, and security guards.

**Bullying Prevention and Response Plan** The Superintendent or designee shall develop and maintain a bullying prevention and response plan that advances the District's goal of providing all students with a safe learning environment free of bullying and harassment. This plan must be consistent with the requirements listed below;

1. The District uses the definition of bullying as provided in this policy.
2. Bullying is contrary to State law and the policy of this District. However, nothing in the District's bullying prevention and response plan is intended to infringe upon any right to exercise free expression or the free exercise of religion or religiously based views protected under the First Amendment to the U.S. Constitution or under Section 3 of Article I of the Illinois Constitution.
3. Students are encouraged to immediately report bullying. A report may be made orally or in writing to the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, Complaint Manager or any staff member with whom the student is comfortable speaking. Anyone, including staff members and parents/guardians, who has information about actual or threatened bullying is encouraged to report it to the District named officials or any staff member. The District named officials and all staff members are available for help with a bully or to make a report about bullying. Anonymous reports are also accepted. However, this shall not be construed to permit formal disciplinary action solely on the basis of an anonymous report.

**Nondiscrimination Coordinator:**

Director of Human Resources  
101 West Cerro Gordo Street  
217-362-3030  
[dpsnondiscriminationcoordinator@dps61.org](mailto:dpsnondiscriminationcoordinator@dps61.org)

**Complaint Manager:**

Assistant Superintendent  
101 West Cerro Gordo Street  
217-362-3013  
[dpscomplaintmanager@dps61.org](mailto:dpscomplaintmanager@dps61.org)

**Complaint Manager:**

Director of Student Services

335 East Cerro Gordo Street

217-362-3061

[dpscomplaintmanager@dps61.org](mailto:dpscomplaintmanager@dps61.org)

4. Consistent with federal and State laws and rules governing student privacy rights, the parents/guardians of all students involved in an alleged incident of bullying will be notified of such, along with threats, suggestions, or instances of self-harm determined to be the results of bullying, within 24 hours after the school's administration shall also discuss the availability of social work services, counseling, school psychological services, other interventions, and restorative measures. The school shall make diligent efforts to notify a parent or legal guardian, utilizing all contact information the school has available or that can be reasonably obtained within the 24-hour period.
5. The Superintendent or designee shall promptly investigate and address reports of bullying, by, among other things: a. Making all reasonable efforts to complete the investigation within ten (10) school days after the date the report of a bullying incident was received and taking into consideration additional relevant information received during the course of the investigation about the reported bullying incident. b. Involving appropriate school support personnel and other staff persons with knowledge, experience, and training on bullying prevention, as deemed appropriate, in the investigation process. c. Notifying the Building Principal or school administrator or designee of the reported incident of bullying as soon as possible after the report is received. d. Consistent with federal and State laws and rules governing student privacy rights, providing parents/guardians of the students who are parties to the investigation information about the investigation and an opportunity to meet with the Building Principal or school administrator or his or her designee to discuss the investigation, the findings of the investigation, and the actions taken to address the reported incident of bullying. The Superintendent or designee shall investigate whether a reported incident of bullying is within the permissible scope of the District's jurisdiction and shall require that the District provide the victim with information regarding services that are available within the District and community, such as counseling, support services, and other programs.
6. The Superintendent or designee shall use interventions to address bullying, that may include, but are not limited to, school social work services, restorative measures, social-emotional skill building, counseling, school psychological services, and community-based services.
7. A reprisal or retaliation against any person who reports an act of bullying is prohibited. Any person's act of reprisal or retaliation will be subject to disciplinary action, up to and including discharge with regard to employees, or suspension and/or expulsion with regard to students.
8. A student will not be punished for reporting bullying or supplying information, even if the District's investigation concludes that no bullying occurred. However, a person who is found to have falsely accused another of bullying, as a means of retaliation, as a means of bullying, or provided false information will be treated as either: a) bullying, b) student discipline up to and including suspension and/or expulsion, and/or c) both a) and b) for purposes of determining any consequences or other appropriate remedial actions.
9. The District's bullying prevention and response plan must be based on the engagement of a range of school stakeholders, including students and parents/guardians.
10. The Superintendent or designee shall post this policy on the District's Internet website, if any, and include it in the student handbook, and, where applicable, post it where other policies, rules, and standards of conduct are currently posted.

The policy must also be distributed annually to parents/guardians, students, and school personnel (including new employees when hired), and must also be provided periodically throughout the school year to students and faculty.

11. Pursuant to State law and Board policy 2:240, *Board Policy Development*, the Board monitors this policy every two years by conducting a review and re-evaluation of this policy to make any necessary and appropriate revisions. The Superintendent or designee shall assist the Board with its evaluation and assessment of this policy's outcomes and effectiveness. Updates to this policy will reflect any necessary and appropriate revisions. This process shall include, without limitation:
- a. The frequency of victimization;
  - b. Student, staff, and family observations of safety at a school;
  - c. Identification of areas of a school where bullying occurs;
  - d. The types of bullying utilized; and
  - e. Bystander intervention or participation.

The evaluation process may use relevant data and information that the District already collects for other purposes. Acceptable documentation to satisfy the re-evaluated policy submission include one of the following:

- i. An updated version of the policy with the amendment/modification date included in the reference portion of the policy;
- ii. If no revisions are deemed necessary, a copy of Board minutes indicating that the policy was re-evaluated and no changes were deemed to be necessary; or
- iii. A signed statement from the Board President indicating that the Board re-evaluated the policy and no changes to it were necessary.

The Superintendent or designee must post the information developed as a result of the policy evaluation on the District's website, or if a website is not available, the information must be provided to school administrators, Board members, school personnel, parents/guardians, and students. Reviews and re-evaluations in years they are due must be submitted to ISBE by September 30.

12. The Superintendent or designee shall fully implement the Board policies, including without limitation to the following:
- a. 2:260, Uniform Grievance Procedure. A student may use this policy to complain about bullying.
  - b. 2:265, Title IX Sexual Harassment Grievance Procedure. Any person may use this policy to complain about sexual harassment in violation of Title IX of the Education Amendments of 1972.
  - c. 2:270, *Discrimination and Harassment on the Basis of Race, Color and National Origin Prohibited*. Any person may use this policy to complain about discrimination or harassment on the basis of race, color, or national origin in violation of Title VI of the Civil Rights Act of 1964 and/or the Illinois Human Rights Act
  - d. 6:60, Curriculum Content. Bullying prevention and character instruction is provided in all grades in accordance with State law.
  - e. 6:65, Student Social and Emotional Development. Student social and emotional development is incorporated into the District's educational program as required by State law.
  - f. 6:235, Access to Electronic Networks. This policy states that the use of the District's electronic networks is limited to: (1) support of education and/or research, or (2) a legitimate business use.
  - g. 7:20, Harassment of Students Prohibited. This policy prohibits any person from harassing, intimidating, or bullying a student based on an identified actual or perceived characteristic (the list of characteristics in 7:20 is the same as the list in this policy).

- h. 7:185, Teen Dating Violence Prohibited. This policy prohibits teen dating violence on school property, at school sponsored activities, and in vehicles used for school-provided transportation.
- i. 7:190, Student Behavior. This policy prohibits, and provides consequences for, hazing, bullying, or other aggressive behaviors, or urging other students to engage in such conduct.
- j. 7:310, Restrictions on Publications; Elementary Schools, and 7:315, Restrictions on Publications; High Schools. These policies prohibits students from and provides consequences for: (1) accessing and/or distributing at school any written, printed, or electronic material, including material from the Internet, that will cause substantial disruption of the proper and orderly operation and discipline of the school or school activities, and (2) creating and/or distributing written, printed, or electronic material, including photographic material and blogs, that causes substantial disruption to school operations or interferes with the rights of other students or staff members.

### **Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited**

Discrimination and harassment on the basis of race, color, or national origin negatively affect a student's ability to learn and an employee's ability to work. Providing an educational and workplace environment free from such discrimination and harassment is an important District goal. The District does not discriminate on the basis of actual or perceived race, color, or national origin in any of its education programs or activities, and it complies with federal and State non-discrimination laws.

#### Examples of Prohibited Conduct

Examples of conduct that may constitute discrimination on the basis of race, color, or national origin include: disciplining students more harshly and frequently because of their race, color, or national origin; denying students access to high-rigor academic courses, extracurricular activities, or other educational opportunities based on their race, color, or national origin; denying language services or other educational opportunities to English learners; and assigning students special education services based on a student's race, color, or national origin.

Harassment is a form of prohibited discrimination. Examples of conduct that may constitute harassment on the basis of race, color, or national origin include: the use of racial, ethnic or ancestral slurs or stereotypes; taunts; name-calling; offensive or derogatory remarks about a person's actual or perceived race, color, or national origin; the display of racially-offensive symbols; racially-motivated physical threats and attacks; or other hateful conduct.

#### Making a Report or Complaint: Investigation Process

Individuals are encouraged to promptly report claims or incidences of discrimination or harassment based on race, color, or national origin to the Nondiscrimination Coordinator, a Complaint Manager, or any employee with whom the student is comfortable speaking. Reports under this policy will be processed under Board policy 2:260, *Uniform Grievance Procedure*.

Any District employee who receives a report or complaint of discrimination or harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator or a Complaint Manager. Any employee who fails to promptly comply may be disciplined, up to and including discharge. Reports and complaints of discrimination or harassment will be confidential to the greatest extent practicable, subject to the District's duty to investigate and maintain an educational environment that is productive, respectful, and free of unlawful discrimination, including harassment.

This policy does not impair or otherwise diminish the existing rights of unionized employees to request an exclusive bargaining representative to be present during any investigatory interviews, nor does this policy diminish any rights available under an applicable collective bargaining agreement, including, but not limited to, a grievance procedure.



### Federal and State Agencies

If the District fails to take necessary corrective action to stop harassment based on race, color, or national origin, further relief may be available through the Ill. Dept. of Human Rights (IDHR) or the U.S. Dept. of Education's Office for Civil Rights. To contact IDHR, go to: <https://dhr.illinois.gov/about-us/contact-idhr.html> or call (312) 814-6200 (Chicago) or (217) 785-5100 (Springfield).

### Prevention and Response Program

The Superintendent or designee shall establish a prevention and response program to respond to complaints of discrimination based on race, color, and national origin, including harassment, and retaliation. The program shall include procedures for responding to complaints which:

1. Reduce or remove, to the extent practicable, barriers to reporting discrimination, harassment, and retaliation;
2. Permit any person who reports or is the victim of an incident of alleged discrimination, harassment, or retaliation to be accompanied when making a report by a support individual of the person's choice who complies with the District's policies and rules;
3. Permit anonymous reporting, except that an anonymous report may not be the sole basis of any disciplinary action;
4. Offer remedial interventions or take such disciplinary action as may be appropriate on a case-by-case basis;
5. Offer, but do not require or unduly influence, a person who reports or is the victim of an incident of harassment or retaliation the option to resolve allegations directly with the accused; and
6. Protects a person who reports or is the victim of an incident of harassment or retaliation from suffering adverse consequences as a result of a report of, investigation of, or a response to the incident.

### Enforcement

Any District employee who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to remedial action and/or disciplinary action, up to and including discharge. Any District student who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to remedial action and/or disciplinary action, including but not limited to, suspension and expulsion consistent with Board policy 7:190, *Student Behavior*.

Any third party who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent, invitee, etc. Any person making a knowingly false accusation regarding prohibited conduct will likewise be subject to remedial and/or disciplinary action.

### Retaliation Prohibited

Retaliation against any person for bringing complaints, participating in the complaint process, or otherwise providing information about discrimination or harassment based on race, color, or national origin is prohibited (see Board policy 2:260, *Uniform Grievance Procedure*).

Individuals should report allegations of retaliation to the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

## **Part F**

### **POLICY 7:190 STUDENT BEHAVIOR**

The goals and objectives of this policy are to provide effective discipline 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 cause 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, 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 defiance, disruptive behaviors, or misconduct, including but not limited to the sub-headings outlined below. Disobeying rules of student conduct or directives from staff members or school officials include, but is not limited to, refusing a District staff member's request to stop, present school identification, or report to the office.

#### Possession

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 positive interventions and supports, 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.

#### Illegal Substance

1. Using, possessing, distributing, purchasing, or selling tobacco or nicotine materials, including without limitation, electronic cigarettes and/or vapes.
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 it is 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 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 powdered 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, 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, 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.
- i. Students that come to school that smell like marijuana or other offensive, distracting, and/or noxious odors will be instructed to call home for a change in clothing or picked up from school so he/she can change clothes.

\*\*\*\* *Students that use medicinal marijuana will need a medical plan on file with the nurse.*

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.

### 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 may be expelled for a period not to exceed two 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.
3. 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.
4. Using or possessing a laser pointer unless under a staff member's direct supervision and in the context of instruction.

### **Electronic Devices**

The district strongly encourages families to keep their student's cell phone and other electronic devices at home as the district/staff will not be held responsible for items left, lost, stolen, or damaged.

Using a cellular telephone, video recording device, personal digital assistant (PDA), paging device(s), smart watch(es), headphones, earbuds, or other electronic device(s) in the classroom, hallways, lunch periods (PreK-8<sup>th</sup> grade), or other school environment(s), including school related activities, are prohibited. Electronic devices, headphone, earbuds, smart watches, etc., must be turned off and remain in their lockers or in a secure designated cell phone location in the classroom during the school day.

Prohibited technology conduct includes, without limitation, handling, utilizing, creating sending, sharing, viewing, receiving, posting, or possessing a prohibited electronic device, an indecent visual depiction of oneself or another person through the use of any electronic device, and/or any electronic device that disrupts the educational environment or leads to the disruption of the educational environment.

All electronic devices not provided by school staff, must be kept powered-off and placed in the student's locker or a secure, designated location in the teacher's classroom (PreK-8<sup>th</sup> grade) during the school day.

Students in grades 9-12 must keep their cell phones turned off and in their individual lockers. Staff is not responsible for cell phones that are left, lost, damaged, or stolen while at school. Students that refuse to obey this policy and/or guidelines set for cell phone usage and/or other technology violations may receive the following school discipline.

- 1<sup>st</sup> offense - Warning – Parent/guardian contacted and student must put device away in the designated area. Student may pick the device up at the end of the day.
- 2<sup>nd</sup> offense – Parent/guardian contacted. Written Warning/Classroom referral. Student must put device away in the designated area. Student may pick the device up at the end of the day.
- 3<sup>rd</sup> offense – Discipline referral to the office. Parent/guardian contacted. Student must put device away in the designated area. Parent may pick the device up at the end of the day.
- 4<sup>th</sup> offense and beyond – Student will be disciplined according to the Student Code of Conduct.

Students that become grossly defiant, threaten staff, disruptive, etc., may be suspended for up to 3 days regardless of it being the first or fourth offense. Students will be allowed to make up missed work. Students will not be allowed on school property while suspended.

Parent/guardian(s) that become belligerent, threaten staff, etc., may be arrested and/or given a No Trespass Letter. A no trespass letter means the individual is not allowed on any DPS property for the length of the time stated in the letter.

### **Academic Dishonesty**

Engaging in academic dishonesty, including cheating, intentionally plagiarizing, wrongfully giving or receiving help during an academic examination, altering report cards, and wrongfully obtaining

test copies or scores.

#### Hazing

1. 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.
2. 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.

#### Sexual Misconduct

1. 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.
2. Teen dating violence, as described in Board policy 7:185, Teen Dating Violence Prohibited.

#### Vandalism/Theft

1. Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person's personal property.
2. Entering school property or a school facility without proper authorization.

#### False Alarms

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.

#### Threats

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.

#### Disruptive Behaviors/Truancy

1. Being involved in gangs or gang-related activities, including displaying gang symbols or paraphernalia.
2. Violating any criminal law, including but not limited to, assault, battery, arson, theft, gambling, eavesdropping, vandalism, and hazing.
3. 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.
4. 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.
5. Being absent without a recognized excuse; State Law and Board of Education policy regarding truancy control will be used with chronic and habitual truants.

## Disciplinary Measures

School officials shall limit the number and 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 restitution 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 shall 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 two calendar years in accordance with Board policy 7:210, Expulsion Procedures. A student who has been expelled shall also be restricted from being on school grounds and at school activities that include, but not limited to, prom, senior activities, and graduation.
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. It is also not an order in which discipline may be administered. 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. Students enrolled in the District's State-funded preschool program(s) may be temporarily removed or transitioned to a new program in accordance with federal and State law. State law prohibits the expulsion of students from the program(s).

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 may be expelled for a period not to exceed two calendar years:

- 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](#)).
- 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 one or two 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. 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 [licensed] 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 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 or designee, 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.

ADOPTED: December 12, 2023

REVISED: June 10, 2025

### **Part G**

#### **PARENT-TEACHER ADVISORY COMMITTEE**

Per Illinois School Code 105 ILCS 5/10-20.14 (from Ch. 122, par. 10-20.14):

Sec. 10-20.14. Student discipline policies; parent-teacher advisory committee.

- a) To establish and maintain a parent-teacher advisory committee to develop with the school board or governing body of a charter school policy guidelines on student discipline, including school searches and bullying prevention as set forth in Section 27-23.7 of this Code. School authorities shall furnish a copy of the policy to the parents or guardian of each pupil within 15 days after the beginning of the school year, or within 15 days after starting classes for a student who transfers into the district during the school year, and the school board or governing body of a charter school shall require that a school inform its pupils of the contents of the policy. School boards and the governing bodies of charter schools, along with the parent-teacher advisory committee, must annually review their ~~pupil~~ student discipline policies, the implementation of those policies, and any other factors related to the safety of their schools, students, and school personnel.

(a-5) On or before September 15, 2016, each elementary and secondary school and charter school shall, at a minimum, adopt student discipline policies that fulfill the requirements set forth in this Section, subsections (a) and (b) of Section 10-22.6 of this Code, Section 34-19 of this Code if applicable, and federal and State laws that provide special requirements for the discipline of students with disabilities.

- b) The parent-teacher advisory committee in cooperation with local law enforcement agencies shall develop, with the school board, policy guideline procedures to establish and maintain a reciprocal reporting system between the school district and local law enforcement agencies regarding criminal offenses committed by students.



- c) School districts are encouraged to create memoranda of understanding with local law enforcement agencies that clearly define law enforcement's role in schools, in accordance with Section 10-22.6 of this Code. In consultation with stakeholders deemed appropriate by the State Board of Education, the State Board of Education shall draft and publish guidance for the development of reciprocal reporting systems in accordance with this Section on or before July 1, 2025.
- d) The parent-teacher advisory committee, in cooperation with school bus personnel, shall develop, with the school board, policy guideline procedures to establish and maintain school bus safety procedures. These procedures shall be incorporated into the district's pupil discipline policy.
- e) As used in this subsection (d), "evidence-based intervention" means intervention that has demonstrated a statistically significant effect on improving student outcomes as documented in peer-reviewed scholarly journals.

The school board, in consultation with the parent-teacher advisory committee and other community-based organizations, must include provisions in the student discipline policy to address students who have demonstrated behaviors that put them at risk for aggressive behavior, including without limitation bullying, as defined in the policy. These provisions must include procedures for notifying parents or legal guardians and intervention procedures based upon available community-based and district resources.

In consultation with behavioral health experts, the State Board of Education shall draft and publish guidance for evidence-based intervention procedures, including examples, in accordance with this Section on or before July 1, 2025.

## Part H

### FAITH'S LAW

#### Professional and Appropriate Conduct

Professional and appropriate employee conduct are important Board goals that impact the quality of a safe learning environment and the school community, increasing students' ability to learn and the District's ability to educate. To protect students from sexual misconduct by employees, and employees from the appearance of impropriety, State law also recognizes the importance for District employees to constantly maintain professional and appropriate relationships with students by following established expectations and guidelines for employee-student boundaries. Many breaches of employee-student boundaries do not rise to the level of criminal behavior but do pose a potential risk to student safety and impact the quality of a safe learning environment. Repeated violations of employee-student boundaries may indicate the grooming of a student for sexual abuse. As bystanders, employees may know of concerning behaviors that no one else is aware of, so their training on: (1) preventing, recognizing, reporting, and responding to child sexual abuse and grooming behavior; (2) this policy; and (3) federal and state reporting requirements is essential to maintaining the Board's goal of professional and appropriate conduct.

The Superintendent or designee shall identify employee conduct standards that define appropriate employee-student boundaries, provide training about them, and monitor the District's employees for violations of employee-student boundaries. The employee conduct standards will require that, at a minimum:

1. Employees who are governed by the Code of Ethics for Illinois Educators, adopted by the Ill. State Board of Education (ISBE), will comply with its incorporation by reference into this policy.
2. Employees are trained on educator ethics, child abuse, grooming behaviors, and employee/student boundary violations as required by law and policies 2:265, Title IX Sexual Harassment Grievance Procedure; 4:165, Awareness and Prevention of Child Sexual Abuse and

Grooming Behaviors; 5:90, Abused and Neglected Child Reporting; and 5:100, Staff Development Program.

3. Employees maintain professional relationships with students, including maintaining employee/student boundaries based upon students' ages, grade levels, and developmental levels and following District-established guidelines for specific situations, including but not limited to: a. Transporting a student; b. Taking or possessing a photo or video of a student; and c. Meeting with a student or contacting a student outside the employee's professional role.
4. Employees report prohibited behaviors and/or boundary violations pursuant to Board policies 2:260, Uniform Grievance Procedure; 2:265, Title IX Sexual Harassment Grievance Procedure; and 5:90, Abused and Neglected Child Reporting.
5. Discipline up to and including dismissal will occur for any employee who violates an employee conduct standard or engages in any of the following:
  - a. Violates expectations and guidelines for employee-student boundaries.
  - b. Sexually harasses a student.
  - c. Willfully or negligently fails to follow reporting requirements of the Abused and Neglected Child Reporting Act (325 ILCS 5/), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), or the Elementary and Secondary Education Act (20 U.S.C. § 7926).
  - d. Engages in grooming as defined in 720 ILCS 5/11-25.
  - e. Engages in grooming behaviors. Prohibited grooming behaviors include, at a minimum, sexual misconduct. Sexual misconduct is any act, including but not limited to, any verbal, nonverbal, written, or electronic communication or physical activity, by an employee with direct contact with a student, that is directed toward or with a student to establish a romantic or sexual relationship with the student. Examples include, but are not limited to:
    - i. A sexual or romantic invitation.
    - ii. Dating or soliciting a date.
    - iii. Engaging in sexualized or romantic dialog.
    - iv. Making sexually suggestive comments that are directed toward or with a student.
    - v. Self-disclosure or physical exposure of a sexual, romantic, or erotic nature.
    - vi. A sexual, indecent, romantic, or erotic contact with the student.

### **General**

Staff members are expected to maintain courteous and professional relationships with students. All staff members have a responsibility to provide an atmosphere conducive to learning through consistently and fairly applied discipline and the maintenance of physical and emotional boundaries with students. These boundaries must be maintained regardless of the student's age, the location of the activity, whether the student allegedly consents to the relationship or whether the staff member directly supervises the student. Maintaining these boundaries is an essential requirement for employment in the district.

Although this policy applies to the relationships between staff members and district students, staff members who inappropriately interact with any child may be disciplined or terminated when the district determines such action is necessary to protect students.

### **Absolute Prohibitions**

There are some interactions between staff members and students that are never acceptable and are absolutely prohibited including, but not limited to:

1. Touching, caressing, fondling or kissing students in a sexual or sexually intimate manner.
2. Dating a student or discussing or planning a future romantic or sexual relationship with a student.
3. The district may presume that this provision has been violated if a staff member begins a dating or sexual relationship with a student immediately after graduation or immediately after a student has left the district.
4. Making sexual advances toward a student or engaging in a sexual relationship with a student.

5. Engaging in any conduct that constitutes illegal harassment or discrimination as defined in policy 7:20 Harassment of Students Prohibited and policy 7:180 Preventing Bullying, Intimidation, and Harassment or that could constitute a violation of that policy if pervasive.
6. Engaging in any conduct that violates Board policies, regulations or procedures or constitutes criminal behavior.

### **Exceptions to Staff/Student Relations**

The goal of this policy is to protect students from harm and staff members from allegations of misconduct by requiring staff members to maintain professional boundaries with students. The district does not intend to interfere with or impede appropriate interactions between staff members and students.

An emergency situation or an educational purpose might justify deviation from some of the professional boundaries set out in this policy. Likewise, staff members might be related to students or have contact with students outside the school environment through friends, neighborhood or community activities, or participation in civic, religious or other organizations. These contacts might justify deviation from some of the standards set in this policy, but under no circumstance will an educational or other purpose justify deviating from the "Absolute Prohibitions" section of this policy.

The staff member must be prepared to articulate the reason for any deviation from the requirements of this policy and must demonstrate that he or she has maintained an appropriate relationship with the student. To avoid confusion, the district encourages staff members to consult with their supervisors prior to engaging in behaviors or activities that might violate professional boundaries as defined in this policy.

### **Failure to Maintain Boundaries**

Unless an educational purpose exists or an exception as defined in this policy applies, examples of situations where professional physical and emotional boundaries are violated include, but are not limited to:

1. Being alone with a student in a room with a closed or locked door or with the lights off. Counselors or others who need to work with students confidentially must discuss with their supervisors the appropriate manner of meeting with students.
2. Associating with students in any setting where students are provided, are consuming or are encouraged to use or consume alcohol, tobacco, drugs or any other product or service prohibited to minors.
3. Communicating with students about sexual topics verbally or by any form of written, pictorial or electronic communication.
4. Discussing the staff member's personal problems with or in the presence of students.
5. Sponsoring parties for students outside of school unless as part of an extracurricular activity that is appropriately supervised by additional staff members.
6. Inviting students to the staff member's home.
7. Being present when students are fully or partially nude.
8. Sending students on personal errands.
9. Allowing a student to drive the staff member's vehicle.
10. Providing a student (other than the staff member's children, stepchildren or other children living in the staff member's home) transportation in the staff member's personal vehicle without a supervisor's approval, unless another staff member or the student's parent/guardian is also present in the vehicle.
11. Allowing any student to engage in behavior that would not be tolerated if done by other similarly situated students (see policy 4:110 Transportation).
12. Giving gifts to individual students.
13. Frequently pulling a student from another class or activity to be with the staff member.

## **Electronic Communication**

Staff members are encouraged to communicate with students and parents/guardians for educational purposes using a variety of effective methods, including electronic communication. As with other forms of communication, staff members must maintain professional boundaries with students while using electronic communication regardless of whether the communication methods are provided by the district or the staff member uses his or her own personal electronic communication devices, accounts, web pages or other forms of electronic communication.

The district's policies, regulations, procedures and expectations regarding in-person communications at school and during the school day also apply to electronic communications for educational purposes, regardless of when those communications occur. Staff communications must be professional, and student communications must be appropriate. Staff members may only communicate with students electronically for educational purposes. Staff members may use electronic communication with students only as frequently as necessary to accomplish the educational purpose.

1. When communicating electronically with students for educational purposes, staff members must use district-provided devices, accounts and forms of communication (such as computers, phones, telephone numbers, e-mail addresses and district-sponsored webpages or social networking sites), when available. If district-provided devices, accounts and forms of communication are unavailable, staff members communicating electronically with students must do so in accordance with number two below. Staff members may communicate with students using district-provided forms of communication without first obtaining supervisor approval. These communications may be subject to review as deemed appropriate by school officials. With district permission, staff members may establish websites or other accounts on behalf of the district that enable communications between staff members and students or parents/guardians. Any such website or account is considered district sponsored and must be professional and conform to all district policies, regulations and procedures.
2. A staff member's supervisor may authorize a staff member to communicate with students using the staff member's personal telephone numbers, addresses, webpages or accounts (including, but not limited to, accounts used for texting) to organize or facilitate a district-sponsored class or activity if the communication is determined necessary or beneficial, if a district-sponsored form of communication is not available, and if the communication is related to the class or activity. The district will provide notification to the parents/guardians of students participating in classes or activities for which personal electronic communications occurs. Staff members will be required to send the communications simultaneously to the supervisor, supervisor designee, parent or guardian. Staff members are required to provide their supervisors with all education related communications with district students upon request.
3. Staff use of any electronic communication is subject to the district's policies, regulations and procedures including, but not limited to, policies, regulations, procedures and legal requirements governing the confidentiality and release of information about identifiable students. Employees who obtain pictures or other information about identifiable students through their connections with the district are prohibited from posting such pictures or information on personal websites or personal social networking websites without permission from a supervisor.
4. The district discourages staff members from communicating with students electronically for reasons other than educational purposes. When an electronic communication is not for educational purposes, and if concerns are raised, the staff member must be prepared to demonstrate that the communications are appropriate. This policy does not limit staff members from communicating with their children, stepchildren or other persons living within the staff member's home who happen to be students of the district.

## **Consequences**

Staff members who violate this policy will be disciplined, up to and including termination of employment. Depending on the circumstances, the district may report staff members to law enforcement and the

Illinois Department of Children and Family Services (DCFS) for further investigation, and the district may seek revocation of a staff member's license(s) with the Illinois State Board of Education (ISBE).

### **Reporting**

Any person, including a student, who has concerns about or is uncomfortable with a relationship or activities between a staff member and a student should bring this concern immediately to the attention of the principal, counselor or staff member's supervisor. If illegal discrimination or harassment is suspected, the process in policy 7:20, Harassment of Students Prohibited, will be followed.

Any staff member who possesses knowledge or evidence of possible violations of this policy must immediately make a report to the district's administration. All staff members who know or have reasonable cause to suspect child abuse shall immediately report the suspected abuse in accordance with Board policy. Staff members must also immediately report a violation or perceived violation of the district's discrimination and harassment policy 7:20 Harassment of Students Prohibited and policy 7:180 Preventing Bullying, Intimidation, and Harassment to the district's nondiscrimination compliance officer. Staff members may be disciplined for failing to make such reports.

The district will not discipline, terminate or otherwise discriminate or retaliate against a staff member for reporting in good faith any action that may be a violation of this policy.

### **Training**

The district will provide training to district staff that includes current and reliable information on identifying signs of sexual abuse in children and potentially abusive relationships between children and adults. The training will emphasize legal reporting requirements and cover how to establish an atmosphere where students feel comfortable discussing matters related to abuse.

#### *Erin's Law* Counseling Options, Assistance, and Intervention

The Superintendent or designee will ensure that each school building's Student Support Committee identifies counseling options for students who are affected by sexual abuse and grooming behaviors, along with District and community-based options for victims of sexual abuse and grooming behaviors to obtain assistance and intervention. Community-based options must include a Children's Advocacy Center and sexual assault crisis center(s) that serve the District, if any.

This policy shall be implemented in a manner consistent with State and federal laws, including the Individuals with Disabilities Education Act, 42 U.S.C. §12101 *et seq.*

### **Part I**

#### **DISTRIBUTION OF POLICY**

Copies of the Discipline Policy and Procedures will be furnished to the parents/guardians of each elementary student and to students at the secondary level at the beginning of the school year or within fifteen (15) days after the school year begins, or within fifteen (15) school days after a transfer student begins classes in District 61.

### **Part J**

#### **POLICY 8:30 VISITORS TO SCHOOL AND CONDUCT ON SCHOOL PROPERTY**

**School property** - District and school buildings, grounds, and parking areas; vehicles used for school purposes; and any location used for a Board of Education meeting, school athletic event, or other school-sponsored or school-sanctioned events or activities.

Except as provided in the next paragraph, any person wishing to confer with a staff member should contact that staff member to make an appointment. Conferences with teachers are held, to the extent possible, outside school hours or during the teacher's conference/preparation period.

Requests to access a school building, facility, and/or educational program, or to interview personnel or a student for purposes of assessing the student's special education needs, should be made at the appropriate building. Access shall be facilitated according to guidelines from the Superintendent or designee.

The School District expects mutual respect, civility, and orderly conduct among all people on school property or at a school event. No person on school property or at a school event (including visitors, students, and employees) shall perform any of the following acts:

1. Strike, injure, threaten, harass, or intimidate a staff member, Board member, sports official or coach, or any other person.
2. Behave in an unsportsmanlike manner, or use vulgar or obscene language.
3. Unless specifically permitted by State law, possess a weapon, any object that can reasonably be considered a weapon or looks like a weapon, or any dangerous device.
4. Damage or threaten to damage another's property.
5. Damage or deface school property.
6. Violate any Illinois law, or town or county ordinance.
7. Smoke or otherwise use tobacco products.
8. Distribute, consume, use, possess, or be impaired by or under the influence of an alcoholic beverage, cannabis, other lawful product, or illegal drug.
9. Be present when the person's alcoholic beverage, cannabis, other lawful product, or illegal drug consumption is detectable, regardless of when and/or where the use occurred.
10. Use or possess medical cannabis, unless he or she has complied with policy 7:270, *Administering Medicines to Students*, implementing *Ashley's Law*.
11. Impede, delay, disrupt, or otherwise interfere with any school activity or function (including using cellular phones in a disruptive manner).
12. Enter upon any portion of school premises at any time for purposes other than those that are lawful and authorized by the Board.
13. Operate a motor vehicle: (a) in a risky manner, (b) in excess of 20 miles per hour, or (c) in violation of an authorized District employee's directive.
14. Engage in any risky behavior, including roller-blading, roller-skating, or skateboarding.
15. Violate other District policies or regulations, or a directive from an authorized security officer or District employee.
16. Engage in any conduct that interferes with, disrupts, or adversely affects the District or a School function.
17. Videotape, record, and/or take pictures in the classroom, during an outside class activity, or in a learning environment that could capture other individuals.

### **Convicted Child Sex Offender**

State law prohibits a child sex offender from being present on school property or loitering within 500 feet of school property when persons under the age of 18 are present, unless the offender is:

1. A parent/guardian of a student attending the school and has notified the Building Principal of his or her presence at the school for the purpose of: (i) attending a conference at the school with school personnel to discuss the progress of his or her child academically or socially, (ii) participating in child review conferences in which evaluation and placement decisions may be made with respect to his or her child regarding special education services, or (iii) attending conferences to discuss other student issues concerning his or her child such as retention and promotion; or

2. Has permission to be present from the Board, Superintendent, or Superintendent's designee. If permission is granted, the Superintendent or Board President shall provide the details of the offender's upcoming visit to the Building Principal.

In all cases, the Superintendent, or designee who is a certified employee, shall supervise a child sex offender whenever the offender is in a child's vicinity.

#### Exclusive Bargaining Representative Agent

**Please refer to the applicable collective bargaining agreement(s). For employees whose collective bargaining agreement does not address this subject:**

Upon notifying the Building Principal's office, authorized agents of an exclusive bargaining representative will be provided reasonable access to employees in the bargaining unit they represent in accordance with State law. Such access shall be conducted in a manner that will not impede the normal operations of the District.

#### **Enforcement**

Any staff member may request identification from any person on school property; refusal to provide such information is a criminal act. The Building Principal or designee shall seek the immediate removal of any person who refuses to provide requested identification.

Any person who engages in conduct prohibited by this policy may be ejected from or denied admission to school property in accordance with State law. The person also may be subject to being denied admission to school athletic or extracurricular events for up to one calendar year in accordance with the procedures below.

#### **Procedures to Deny Future Admission to Athletic or Extracurricular School Events**

Before any person may be denied admission to athletic or extracurricular school events, the person has a right to a hearing before the Board. The Superintendent may refuse the person admission pending such hearing. The Superintendent or designee must provide the person with a hearing notice, delivered or sent by certified mail with return receipt requested, at least ten days before the Board hearing date.

The hearing notice must contain:

1. The date, time, and place of the Board hearing;
2. A description of the prohibited conduct;
3. The proposed time period that admission to school events will be denied; and
4. Instructions on how to waive a hearing.

### **SECTION III**

#### **GENERAL CONSEQUENCES**

##### **Part A**

#### **EXPECTATIONS**

Students representing their school or attending a school-sponsored activity at a location other than their own school shall conform to the same standards of conduct expected in the school. Infractions are subject to the appropriate Range of Administrative Consequences/Interventions (Part B). Police or juvenile authorities and the Superintendent of Schools shall be notified of illegal infractions.

Teachers at every level must be on the alert for behavioral problems which indicate a need for help.

Early detection and consistent work with the student and parents/guardians enhances the probability for successful adjustment. Range of Administrative Consequences/Interventions (Part B) shall be implemented which assist in teaching the acceptable behavior when at all possible.

Any of the procedures described in Range of Administrative Consequences/Interventions (Part B) may be utilized to try to prevent minor problems from becoming major problems (except as limited by the student conduct regulations—see Part B, *Range of Administrative Consequences/Interventions*).

- Each teacher is expected to maintain a classroom climate favorable to learning and to handle most behavioral problems through teacher-student interaction. Teachers are to establish a Classroom Interventions to be approved by the appropriate administrator and implemented prior to making an office referral, unless the behavior is of such serious nature that immediate office referral is warranted.
- If the above procedures are not producing the desired results, the teacher shall confer with the principal, counselor, social worker, dean, or assistant principal. The participants shall implement whatever plans they devise for corrections.
- If deemed advisable, a parent/guardian-teacher-student conference may be held.
- Any modification of the school day must have an agreement from the school principal and parent or guardian before proceeding to the final required step which is final approval from the Assistant Superintendent of Teaching and Learning.

If a student persists in unacceptable behavior, the student shall be sent to the principal or assistant principal at the secondary level and the principal or the acting principal at the elementary level.

Administrators may use any of the following appropriate Range of Administrative Consequences/Interventions (Part B) outlined in this code of conduct, depending upon the seriousness of the behavioral problem. See Part C, *Definitions for Consequences*, for distinction.

**Part B**

<b>RANGE OF ADMINISTRATIVE CONSEQUENCES/INTERVENTIONS</b>
---

The following range of consequences/interventions may be used to address student misbehavior. This list does not display a required sequence of disciplinary actions. These consequences/interventions may be utilized in any order at the discretion of the administrator, except where Board approval is required.

<ul style="list-style-type: none"><li>• CARE Room</li><li>• Transition Room</li><li>• Detention (before/after school or lunch)</li><li>• Expulsion (Board approval required)</li><li>• Out-of-School Suspension</li><li>• Parent Contact</li></ul>	<ul style="list-style-type: none"><li>• Parent Conference</li><li>• Referral to an Alternative Education Program</li><li>• Restitution</li><li>• Social Probation</li><li>• Restorative Circles/Peace Circles</li><li>• Warning</li></ul>
--	---

Parent notification shall occur for all consequences/interventions excluding warnings, CARE and Transition room and lunch detentions and shall be made by: writing, email, text, phone, and/or in person. Support Services may occur at all levels in the *Range of Administrative Consequences/Interventions*.



## **DEFINITIONS OF CONSEQUENCES/INTERVENTIONS (placed in alphabetical order)**

### CARE Room

CARE Room serves a multifunctional purpose to support the needs of the student. This room will serve as an opportunity for students to self-regulate, participate in behavioral modification strategies, self-reflection, coping skills, and other restorative practices. In addition to support strategies, students will be given the opportunity to complete academic assignments for equivalent credit.

### Detention

Time assigned the student by a staff member or administrator to be served outside of the academic portion of the school day.

### Expulsion

Board of Education approved exclusion of a student for a period of time greater than ten (10) attendance days but not to exceed two (2) calendar years. Expelled students are not allowed on District #61 property or allowed to attend any activity sanctioned by the Decatur Schools until their term of expulsion has been completed, except for the limited purpose of attending an alternative school on district property.

### Out-of-School Suspension

A temporary exclusion of a student from school (including all activities sanctioned by Decatur Schools), from all school district property, from riding the school bus or from a class or classes for a period of time not to exceed ten (10) attendance days unless approved by the Board of Education. A student may be suspended from riding the school bus in excess of ten (10) attendance days for safety reasons. It is the responsibility of the parent to transport the student to and from school if the student is suspended from the bus. (Refer to Part E, *Special Education Suspension Procedures*, for special education students.) Students who are temporarily suspended have the opportunity to attend the Suspension Room at William Harris Alternative Learning Academy. The Suspension Room is an opportunity to continue to receive and complete work while suspended. The Suspension Room is supervised by a Certified Teacher, and collaboration and communication with the home-school happens to receive assignments for students.

### Parent Contact

Parents/Guardians are notified of the discipline concern by phone, mail, and/or in person.

### Parent Conference

A formal scheduled meeting with parents/guardians to discuss a student's behavior.

### Referral to Milligan Academy

Milligan Academy is an alternative program, managed in partnership with the Regional Office of Education. Students must be in 6<sup>th</sup> through 12<sup>th</sup> grade to be eligible for support. Students can be placed at Milligan for academic or behavioral support services.

### Referral to Decatur Alternative Education

DAE is part of DPS 61. Students can be placed there for academic recovery or behavioral support. Placement length is based on student's individual needs, and goal reviews are conducted at the completion of each school year.

### Restitution

Students may be required to perform simple work consistent with the nature of the offense committed to remedy the damage which they or others have caused to property or grounds—for example:

removal of gum from under desks and seats, repair of damaged property, removal of gang identifiers painted on buildings, repair of grounds damaged by vehicles, etc. Restitution can be assessed based on equivalent replacement or compensation for loss, damage, or injury caused.

#### Social Probation

Exclusion from participation in and/or attendance at an extracurricular school-sanctioned activity.

#### Transition Room

Transition Room supports the extended needs of students at the Secondary level. This room is used for students needing additional academic or behavioral support, credit recovery, and extended care. This room's purpose is to prevent the lapse of academic progress while providing unique educational opportunities.

#### Warning

Students are told that repeated offense(s) will result in more severe disciplinary action.

### **Part C**

## **INTERVENTIONS AND RESOURCES**

#### **Continuum of Support Services**

Services may be recommended and/or provided to students and/or families by varying levels of district employees, including building level intervention team members and Student Services employees. These services may include, but are not limited to, counseling, monitoring, and follow-ups by district staff. The creation of a positive school culture requires students, families, teachers, and administrators to work together to uphold and respect each other's rights and responsibilities.

#### **Mental Health Counselors**

Per the Illinois Mental Health and Developmental Disabilities Code (405 ILCS 5/3-550), minors between the ages of 12-17 are allowed to receive up to eight (8) 90-minute sessions of counseling before the worker makes a service decision. Parent/guardian permission is required for more than the eight (8) sessions unless the service provider determines (through consultation with the minor) that attempting to obtain the consent of a parent or guardian would be detrimental to the minor's well-being.

#### **Multi-Tiered System of Support**

Schools have been working to develop their continuum of available and appropriate support services. These services are accessible to all students, and the frequency (as well as duration) of interventions increase based on the needs of students. A Multi-Tiered System of Support provides three tiers of intervention, and a problem-solving process for students both academically and behaviorally. The tiers provide a layering approach to intervening with additional targeted skill-building for students.

Tier 1- provides intervention and prevention supports for all students.

Tier 2- provides intervention for students who have received all Tier 1 supports and are identified based on accumulated data points as needing additional support.

Tier 3- provides intervention for students who have received all Tier 1 and Tier 2 supports and are identified based on accumulated data points as needing more intensive supports.

Within the Multi-Tiered System of Support, schools use evidence-based approaches and practices for students needing additional supports.

Positive Behavior Interventions and Supports (PBIS) is a proactive systems approach that helps schools use effective interventions accurately and successfully.

Restorative Practices is a philosophy that seeks to establish norms of behavior and recognize any and all harm done to relationships and individuals, with the goal of making things right. Restorative Practices' three main goals are Accountability, Community Safety, and Competency Development.

## Part D

### DISCIPLINE VIOLATIONS AND RANGES OF CONSEQUENCES

All parents/guardians and students shall be aware that some of the acts listed below, as well as violations of the Safe School Zone, can also bring criminal prosecution and penalties as well as school disciplinary action, even if methods such as Restorative Practices are used. The school, the police or state's attorney, parents/guardians and/or students can bring legal action. The District will notify the police department of any act involving illegal drugs, weapons, and/or battery of district employees. Violation of the District drug policy occurs when a student or students are involved in using, being under the influence, possessing, distributing, purchasing, or selling illegal drugs or controlled substances on school district property or at any school event or activity. ***Infractions are reported electronically (known as referrals) by staff to administration.*** The asterisk (\*) indicates violations that may be reported to the police.

#### INFRACTIONS FOR LEVEL ONE

##### **Disruptive Behavior/Horseplay**

Disruptive Behavior/Horseplay occurs when a student engages in a brief behavior that disrupts the education of others.

Examples: tapping their pencil on the desk, singing, making jokes.

##### **Dress Code Violation**

Dress Code Violation occurs when a student is determined by a staff member to be out of compliance with the dress code or uniform policy and refuses to become compliant.

Examples: Visible undergarments, short or skirts too short, sagging pants.

##### **Failure to Follow Directions**

Failure to follow directions occurs when a student or students fail to follow reasonable directions of school personnel.

##### **Failure to Serve Detention**

Failure to Serve Detention occurs when a student knowingly fails to serve a detention as prescribed by principal or his/her designee.

Examples: intentionally not showing up for detention/skipping detention.

##### **Tardy (Repeated Unexcused)**

The Decatur Public Schools do not penalize students who come late to school occasionally for reasons recognized by the State of Illinois as valid causes for missing school. Please refer to pages 9-10 regarding the district tardy policy. Students who arrive tardy to class during the school day disrupt the lesson and hinder learning. Students are considered tardy to class when they arrive to class after the tardy bell (start of class) without a valid pass from the building administrator or designee. If the tardiness becomes habitual, administrators or designee will meet with parents/guardians to determine the cause and develop a plan of assistance. Tardies to class will start over each quarter.

### LEVEL ONE CONSEQUENCES

ELEMENTARY	SECONDARY
First Offense and Subsequent Offenses <ul style="list-style-type: none"><li>• Parent/Guardian Contact through 3 days in CARE or Transition Room</li></ul>	First Offense and Subsequent Offenses <ul style="list-style-type: none"><li>• Parent/Guardian Contact through 3 days in Transition Room</li></ul>

### INFRACTIONS FOR LEVEL TWO

#### **Electronic Devices Violation**

Electronic Devices violation occurs when a student makes/receives incoming calls and/or text messaging for personal use during instructional time, or uses an electronic device to take a video of students or staff during the school day or school-sanctioned events without permission.

Examples: Unauthorized video recording is taking a video of staff or students during class or recording fights between students; this includes, but is not limited to: electronic signaling devices, cell phones, iPads, pagers, laptops, computers, hand-held devices of any kind, or cellular radio telecommunication.

#### **Gross Disruptive Behavior/Horseplay**

Gross Disruptive Behavior/Horseplay occurs when a student or students are involved in rough play or behavior that could cause injury, and/or make statements (hoax) that result in the disruption of class, and continue after a staff member has repeatedly redirected those actions.

Examples: running and throwing objects, flipping desk, and wrestling.

#### **Profanity/Obscenity**

Profanity/Obscenity occurs when a student or students use profane and/or obscene language or gestures directly towards other students and/or staff; and/or are in possession of magazines/literature with overt sexual content.

Examples: cursing, inappropriate materials (magazine, website, pictures).

#### **Skiping**

Skiping occurs when a student has been caught not attending a class or does not have a valid excuse or pass for not being in class.

Examples: loitering in the hallway after the bell, hiding in the auditorium, leaving school grounds.

#### **\*Theft Under \$20**

The taking or using of public or private property that does not belong to the perpetrator without permission or authorization is prohibited. Restitution will be a part of the punishment whenever possible. Student(s) involved in theft can be arrested based on the Illinois Criminal Code.

Theft (Minor) occurs when a student is involved with the taking or using of public or private property of nominal value without permission or authorization.

Examples include, but are not limited to: pencils, paper, school supplies, cash not exceeding \$20.00, food or drink items, etc.)

#### **\*Tobacco/Possession Paraphernalia**

Possession of tobacco or tobacco-related products including, but not limited to, cigarette lighter, cigarette paper, electronic cigarettes, and vape pens is prohibited in Decatur Public Schools. The term "possession" includes having control, custody, or care of an object or substance, regardless of whether

or not the item is on the student's person, or contained in another item belonging to, or under the control of, the student, such as in the student's backpack, automobile, locker, desk, or other property. Police or juvenile authorities may be contacted.

Examples: cigarettes, vape pens, chewing tobacco, tobacco pipe, lighters, accessories.

## LEVEL TWO CONSEQUENCES

ELEMENTARY	SECONDARY
First and Subsequent Offenses <ul style="list-style-type: none"> <li>Parent/Guardian Contact through 5 days out of school suspension</li> </ul>	First and Subsequent Offenses <ul style="list-style-type: none"> <li>Parent/Guardian Contact through 5 days out of school suspension</li> </ul>

## INFRACTIONS FOR LEVEL THREE

### Gambling

Gambling occurs when a student is on school grounds, at a school function, or on school transportation and engages in an activity where money, cards, dice, or mutual items of interest are being used as a reward.

Examples: shooting craps, sports betting, poker, etc.

### Gross Defiance

Gross Defiance occurs when a student or students persistently refuse to follow staff directions and/or challenge the staff authority and school rules.

Examples: using profanity while non-complying with staff.

### Harassment/Bullying

Decatur Public Schools will not tolerate harassment, intimidating conduct, bullying, or cyber-bullying that interferes with a student's educational performance, or creates a hostile educational environment. [\*Harassment or bullying based on gender, race, religion or sexual orientation are defined below.] Bullying, intimidation, hazing and harassment are prohibited while in school, on school property, on school buses or other school vehicles, at designated school bus stops waiting for the school bus, or at school-sponsored or school-sanctioned events or activities; or during any school-sponsored education program or activity; or through the transmission of information from a school computer, a school computer network, or other similar electronic school equipment, or through the transmission of information from a computer that is accessed at a non-school-related location, activity, function or program, or from the use of technology or an electronic device that is not owned, leased, or used by the school district or school, if the bullying causes a substantial disruption to the educational or orderly operation of the school.

### Definitions of Bullying

Bullying includes cyberbullying and means any severe or pervasive physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student or students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing the student in reasonable fear of harm to the student's person or property.
2. Causing a substantially detrimental effect on the student's physical or mental health.
3. Substantially interfering with the student's academic performance.
4. Substantially interfering with the student's ability to participate in or benefit from the services, activities, or privileges provided by a school.

## Types of Bullying

There are three types of bullying:

- Verbal bullying is saying or writing mean things. Verbal bullying includes:
  - Teasing
  - Name-calling
  - Inappropriate sexual comments
  - Taunting
  - Threatening to cause harm
- Social bullying, sometimes referred to as relational bullying, involves hurting someone's reputation or relationships. Social bullying includes:
  - Excluding/leaving out someone on purpose
  - Telling other children not to be friends with someone
  - Spreading rumors about someone
  - Embarrassing someone in public
- Physical bullying involves hurting a person's body or possessions. Physical bullying includes:
  - Hitting/kicking/pinching
  - Spitting
  - Tripping/pushing
  - Taking or breaking someone's things
  - Making mean or rude hand gestures

### **Harassment or Bullying Based on Disability**

Harassment based on disability occurs when a student(s) performs unwanted actions against another person or group based on their mental or physical disability, perceived mental or physical disability, or medical condition.

Examples include, but are not limited to, making threats and/or demands, name-calling, cruel comments, taunts, hand or body gestures, written documentation, harassment, intimidation, stalking, physical violence, destruction of property, retaliation for asserting or alleging an act of bullying, or attempting to make someone feel fearful in the educational environment.

### **Harassment or Bullying Based on Gender**

Harassment or bullying based on gender occurs when a student(s) commits an act of non-sexual intimidation or abusive behavior toward a person or group based on the person's actual or perceived sex, including harassment based on gender identity, gender expression, and non-conformity with gender stereotypes.

Examples: making threats and/or sex-based demands, cruel comments, taunts, hand or body gestures, public humiliation, communication, or attempting to make someone feel fearful in the educational environment.

### **Harassment or Bullying Based on Race, Color, or National Origin**

Harassment based on race, color, or national origin occurs when a student(s) performs an act of bullying or harassment (as defined above) against another person or group based on their race, color of their skin, facial features, texture of their hair, or national origin.

Examples: making threats and/or demands, racial or ethnic slurs, cruel comments based on race or ethnicity, taunts, hand or body gestures, written comments or communications, or attempting to make someone feel fearful in the educational environment.

### **Harassment or Bullying Based on Religion**

Harassment based on religion occurs when a student(s) performs an act of bullying or harassment (as defined above) against another person or group based on their religious beliefs or perceived religious beliefs.

Examples: making threats and/or demands, religious slurs, cruel comments, taunts, hand or body gestures, written communication, or attempting to make someone feel fearful in the educational environment.

### **Harassment or Bullying Based on Sexual Orientation**

Harassment based on sexual orientation LGBTQIA+ occurs when a student(s) performs an act of bullying or harassment (as defined above) against another person or group based on their sexual orientation, or perceived gender or sexual orientation, or for failing to conform to stereotypical notions of masculinity or femininity.

Examples: making threats and/or demands; cruel comments such as calling someone “fag,” “queer,” “homo,” or “dyke”; taunts; hand or body gestures; written documentation; or attempting to make someone feel fearful in the educational environment.

- There is a form available for parents to fill out if they feel their child is the victim of bullying. This form can be found on the DPS 61 website homepage. Click on Students and Families to find the link and print the form.

### **Technology/Network Violation**

Technology/Network Violation occurs when a student is involved with the district's computer system in a way that is prohibited as described in the Internet and Technology Use Policy.

Examples of this include, but are not limited to: inappropriate videos, all social media platforms (i.e. Facebook, Instagram, Snapchat, Tik Tok, etc.), email, music sites, pictures, smart watches when used inappropriately, etc. as outlined on pages 55-59. Some violations can be considered a major offense and may result in a suspension from school or greater.

### **Trespassing/Loitering**

Trespassing/Loitering occurs when a student is suspected of being on school property without authorization and refuses to show proper identification or leave when directed to do so by any staff member. Police or juvenile authorities may be contacted.

Examples: refusing to leave school property, refusing to show school or state ID.

### **\*Vandalism (Major)**

Vandalism occurs when a student is involved with destruction of, or causes damage to, public or private property. Restitution will be part of the discipline. The parents/guardians and students will be billed by the business office for the cost of damages. Students may also be required to perform work to repair damage caused to property or grounds. Police or juvenile authorities may be contacted.

Examples: spray painting lockers or graffiti on school property, breaking windows, breaking soap dispensers in the restroom.

### **Verbal Confrontation (No Physical Contact)**

Verbal Confrontation (No Physical Contact) occurs when a student uses violent or derogatory language towards any student or staff member. When a staff member identifies him/herself and tells the student to stop, the student shall do so immediately.

Examples: cursing out a staff member, making threats to a person without a weapon.

## LEVEL THREE CONSEQUENCES

ELEMENTARY	SECONDARY
First and Subsequent Offenses <ul style="list-style-type: none"><li>• Warning through a recommendation for up to 1 calendar year expulsion</li><li>• Restitution (if applicable)</li></ul>	First and Subsequent Offenses <ul style="list-style-type: none"><li>• Warning through a recommendation for up to 1 calendar year expulsion</li><li>• Restitution (if applicable)</li></ul>

## INFRACTIONS FOR LEVEL FOUR

### Acts Disrupting School

Students participating in an activity or act that results in a substantial disruption to the school environment or endangers the well-being of all students, staff, or school. Police or juvenile authorities may be contacted.

Example: Picketing, mob action or sit-ins.

### Alcohol Influence/Possession

Possession of alcoholic beverages or any substance containing alcohol is prohibited. A student who is on school property or at a school activity and is under the influence of alcohol will be treated as though he has alcohol in his possession. The term "possession" includes having control, custody, or care of an object or substance, regardless of whether or not the item is on the student's person, or contained in another item belonging to, or under the control of, the student, such as in the student's backpack, automobile, locker, desk, or other property. Students who are under the influence of any prohibited substance are not permitted to attend school or school functions or to be on school property, and will be treated as though they had the prohibited substance, as applicable, in their possession. Police or juvenile authorities may be contacted.

Examples: coming to school intoxicated, bringing alcohol to school, possessing alcohol in your bag, vehicle, locker, under the influence of a stimulant of any kind, etc.

### Arson

Arson occurs when a student participates or is involved in deliberately setting fire to property. Police or juvenile authorities may be contacted.

Examples: lighting a trash can on fire in the restroom, burning items in school.

### Bomb Threat

Bomb Threat occurs when a student is involved with making threats to blow up the school, or any portion of the school, or other district property whether it is intentional or a hoax. This may result in criminal penalties for any student who makes a bomb threat involving school or on school grounds. Police or juvenile authorities will be contacted.

Examples: calling in a bomb threat to the school, threatening any school activity (game, musical, etc) with a bomb.

### Extortion

The attempts to obtain the money or the possessions of another person by the use of threats or force. Police or juvenile authorities may be contacted.



Examples: blackmailing a student or staff with pictures or personal information, requesting money or items in exchange for any information.

### **False Alarms**

False Alarms violation occurs when a student is involved with, but is not limited to, intentionally pulling the fire alarm when there is no fire or threat of a fire, or making calls to 911 or police to report false information (hoax) that results in the disruption of school or school activities. This may result in criminal penalties for any student who makes a threat or false report involving school or on school grounds. Police or juvenile authorities may be contacted.

Examples: false reports of fire, calling 911, pulling a fire alarm, discharging a fire extinguisher.

### **Forced Sexual Misconduct (Criminal Sexual Assault)**

Forced Sexual Misconduct (Criminal Sexual Assault) includes an act of sexual penetration through the use of force or threat of force, or when the person commits the act knowing that the victim is unable to understand the nature of the act, or is unable to give knowing consent; or the perpetrator is 17 years of age or over and holds a position of trust, authority or supervision in relation to the victim. Police or juvenile authorities will be contacted.

Examples: statutory rape, forced or unwanted sexual acts, non-consensual sexual acts.

### **Gang-Like/Mob Activities**

Gang-Like Activities occur when any person(s) whose purpose includes the commission of any act that violates any school rule or violates any local, state or federal law, are on school grounds, on a school bus or at any school or school-related activity, and engage in any activity including, but not limited to, the following:

1. Wearing, using, possessing, drawing, distributing, displaying or selling any clothing, jewelry, emblem, badge, symbol, sign, or any other thing(s) that are evidence of membership or affiliation in any gang;
2. Committing any act or omission or using any speech, either verbal, non-verbal or symbolic (such as gestures or handshakes) showing membership or affiliation in a gang; and
3. Using any speech or committing any act in furtherance of the interests of any gang or gang activity, including but not limited to: (a) inciting violence or acting in a violent manner where students, faculty, staff or others are placed in danger or placed in a position where danger may be anticipated; (b) acting in a manner or causing others to act in a manner where property is or may be damaged or defaced; (c) intimidating a person to perform or omit to perform an act as defined by Section 12-6 of the Illinois Criminal Code; (d) soliciting others for membership in any gang; (e) requesting any person to pay protection money; (f) extorting money, gambling and/or engaging in prostitution; and (g) engaging in an act that violates any school policy or local, state or federal law. Police or juvenile authorities may be contacted.
4. Three (3) or more students fighting one or more students while in school or at a school related event.

### **Illegal Drugs/Controlled Substances (Under the Influence, Possession, Sale or Distribution)**

Illegal Drugs/Controlled Substances occurs when a student or students are involved in using, being under the influence, possessing, distributing, purchasing, or selling the following on school district property or at any school event or activity:

- a. Any illegal drug, controlled substance, or cannabis (including marijuana and hashish).
- b. Any substance that contains chemicals which produce effects similar to illegal substances, including, but not limited to, cathinones/bath salts, and synthetic cannabinoids/Spice and K2.
- c. Any anabolic steroid unless being administered in accordance with a physician's prescription.
- d. Any performance-enhancing substance on the Illinois High School Association's most current banned substance list, unless administered in accordance with a physician's prescription.

- e. Any prescription drug when not prescribed for the student by a licensed physician or when used in a manner inconsistent with the prescription or prescribing physician's instructions. Students who are not authorized to have prescription medications at school under the District's Medication at School guidelines may not be in possession of prescription medication on school property.
- f. 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. This includes vapes of any kind and all forms of THC and TCD-A. The prohibition in this section does not apply to a student's use of asthma or other legally prescribed inhalant medications.
- g. "Look-alike" or counterfeit drugs, including a substance not containing an illegal drug or controlled substance, but one: (a) that a student believes to be, or represents to be, an illegal drug or controlled substance; 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.
- h. Drug paraphernalia, including all equipment, products and materials of any kind which are intended to be used unlawfully to: (a) ingest, inhale, inject, or otherwise introduce into the human body, cannabis, illegal drugs, controlled substances, synthetic cannabinoids, or look-alikes thereof, into the body; or (b) process, prepare, test, package, store, or conceal cannabis, illegal drugs, controlled substances, synthetic cannabinoids or look-alikes thereof.

The term "possession" includes having control, custody, or care of an object or substance, regardless of whether or not the item is on the student's person, or contained in another item belonging to, or under the control of, the student, such as in the student's backpack, automobile, locker, desk, or other property. Students who are under the influence of any prohibited substance are not permitted to attend school or school functions or to be on school property, and will be treated as though they had the prohibited substance, as applicable, in their possession. In cases involving marijuana, narcotic drugs or methamphetamines, police will be contacted. Police or juvenile authorities may be contacted.

#### **Physical Attack/Fight With a Firearm or Explosive Device Against Staff**

Physical Attack/Fight With a Firearm or Explosive Device Against Staff occurs when a student **intentionally or unintentionally** causes or attempts to make physical contact with any staff with or while in the possession of any firearm or explosive device. When a staff member identifies himself/herself and directs the student to stop, the student shall do so immediately. Students who instigate, record, or take pictures, will receive discipline not to exceed 3 days out-of-school suspension for disruptive behavior. A firearm or explosive device refers to any weapon that is designed to expel a projectile by the action of an explosive. This includes guns, bombs, grenades, rockets, pipe bombs or similar devices designed to explode and capable of causing bodily harm or property damage. Police or juvenile authorities will be contacted.

#### **Physical Attack/Fight With a Firearm or Explosive Device Against a Student**

Physical Attack/Fight With a Firearm or Explosive Device Against a Student occurs when a student intentionally causes or attempts to make physical contact with any student with or while in the possession of any firearm or explosive device. When a staff member identifies himself/herself and directs the student to stop, the student shall do so immediately. Students who instigate, record, or take pictures, will receive discipline not to exceed 3 days out-of-school suspension for disruptive behavior. A firearm or explosive device refers to any weapon that is designed to expel a projectile by the action of an explosive. This includes guns, bombs, grenades, rockets, pipe bombs or similar devices designed to explode and capable of causing bodily harm or property damage. Police or juvenile authorities will be contacted.

### **Physical Attack/Fight With a Weapon Against Staff**

Physical Attack/Fight With a Weapon Against Staff occurs when a student **intentionally or unintentionally** makes physical contact with staff with or while in the possession of **any object** that can be used as a weapon, not including a firearm or explosive device. When a staff member identifies himself/herself and directs the student to stop, the student shall do so immediately. Students who instigate, record, or take pictures, will receive discipline not to exceed 3 days out-of-school suspension for disruptive behavior. Weapons include but are not limited to: knives, tasers, BB guns, air soft pistols, paintball guns, brass knuckles, billy clubs, or any other object if used or attempted to be used in a menacing manner or to cause bodily harm, including look-alike weapons. Police or juvenile authorities will be contacted.

### **Physical Attack/Fight With a Weapon Against Students**

Physical Attack/Fight With a Weapon Against Students occurs when a student intentionally makes or attempts to make physical contact with any student with **any object** that can be used as a weapon, not including a firearm or explosive device. When a staff member identifies himself/herself and directs the student to stop, the student shall do so immediately. Students who instigate, record, or take pictures, will receive discipline not to exceed 3 days out-of-school suspension for disruptive behavior. Weapons include, but are not limited to: knives, tasers, BB guns, air soft pistols, paintball guns, brass knuckles, billy clubs, or any other object if used or attempted to be used in a menacing manner or to cause bodily harm, including look-alike weapons. Police or juvenile authorities will be contacted. Police or juvenile authorities may be contacted.

### **Physical Contact With Staff**

Physical Contact With Staff occurs when a student is involved with **intentionally or unintentionally** causing injury to a staff member. When a staff member identifies himself/herself and directs the student to stop fighting, the student shall do so immediately. Prohibited actions include (but are not limited to) the intentional or unintentional pushing or hitting of staff when staff is attempting to break up a confrontation between students. Police or juvenile authorities may be contacted.

### **Physical Confrontation With Students**

Physical Confrontation With Students occurs when a student intentionally causes or attempts to cause physical injury to any student. Three (3) or more students fighting 1 student is considered Gang-like activities/ Mob Action and will be dealt with accordingly. When a staff member identifies himself/herself and directs the student to stop, the student shall do so immediately. Police or juvenile authorities may be contacted.

### **Robbery**

Robbery occurs when a student or students knowingly take an item or items not belonging to them from a person by the use of physical force or by threatening the imminent use of force. Example: demanding an item with the threat of bodily injury. Police or juvenile authorities will be contacted.

### **Robbery With a Firearm**

Robbery With a Firearm occurs when a student or students knowingly take an item or items not belonging to them with the use of a firearm. Example: approaching someone with a firearm and demanding items. Police or juvenile authorities will be contacted.

### **Robbery With a Weapon**

Robbery With a Weapon occurs when a student or students knowingly take an item or items not belonging to them from a person with the use of a weapon. Example: approaching someone with a weapon that can cause injury when used and demanding items from the person. Police or juvenile authorities will be contacted.

**Sexual Battery**

Sexual Battery is any unwanted contact with an intimate part of a person's body, whether directly or through clothing. Police or juvenile authorities will be contacted.

**Sexual Misconduct**

Sexual Misconduct includes, but is not limited to, students engaging in sex, providing sexual favors and/or other acts of a sexual or arousing nature, exposing one's body parts, showing or distributing pornography, touching, sexting, and/or use of any social media in this context, and talk of a sexual nature while on any school property (including school bus), school functions, or school-related events. Police or juvenile authorities will be contacted.

**Theft (Over \$20)**

The taking or using of public or private property that does not belong to the perpetrator without permission or authorization is prohibited. Restitution will be a part of the punishment whenever possible. Student(s) involved in theft can be arrested based on the Illinois Criminal Code. Theft over \$20 occurs when a student is involved with the taking or using of public or private property of DPS, staff or students more than nominal value without permission or authorization. Police or juvenile authorities may be contacted.

**Threats to Staff With a Firearm**

Threats to Staff With a Firearm occurs when a person uses a firearm for the purpose of intimidating or causing the staff member to be in fear of physical injury to their person. Firearm includes any weapon that is designed to expel a projectile by the action of an explosive. This includes guns, bombs, grenades, rockets, pipe bombs or similar devices designed to explode and capable of causing bodily harm or property damage. Police or juvenile authorities will be contacted.

**Threats to Students With a Firearm**

Threats to Students With a Firearm occurs when a person uses a firearm for the purpose of intimidating or causing the student to be in fear of physical injury to their person. Firearm includes any weapon that is designed to expel a projectile by the action of an explosive. This includes guns, bombs, grenades, rockets, pipe bombs or similar devices designed to explode and capable of causing bodily harm or property damage. Police or juvenile authorities will be contacted.

**Threats to Staff With a Weapon**

Threats to Staff With a Weapon occurs when a student uses any item for the purpose of intimidating or causing a staff member to be in fear of physical injury to their person. Weapons include, but are not limited to, knives, baseball bats, medical paraphernalia, pipes, bottles, locks, scissors, pencils and pens (if used or attempted to be used in a menacing manner or to cause bodily harm). Police or juvenile authorities will be contacted.

**Threats to Students With a Weapon**

Threats to Students With a Weapon occurs when a student uses any item for the purpose of intimidating or causing a student to be in fear of physical injury to their person while in a school building, on school grounds, or any school-related activities. Weapons include, but are not limited to, medical paraphernalia, knives, baseball bats, pipes, bottles, locks, sticks, pencils and pens (if used or attempted to be used in a menacing manner or to cause bodily harm). Police or juvenile authorities may be contacted.

**Threats to Staff Without a Weapon**

Threats to Staff Without a Weapon occur when a student is involved with actions or conduct that causes or attempts to cause a staff member to be in fear of physical injury to their person or damage to their personal property. Police or juvenile authorities may be contacted.

### Threats to Students Without a Weapon

Threats to Students Without a Weapon occur when a student is involved with actions or conduct that causes or attempts to cause any student to be in fear of physical injury to their person or damage to their personal property. Police or juvenile authorities may be contacted.

### Weapon-Related

#### I. Weapon-Related: Possession (a)

Possession, use, control or transfer of guns, firearms, rifles, shotguns, knives (not including a knife that is prohibited by law), box cutters, or tasers or look-alikes is prohibited in school buildings, on campus (school grounds) or at a school activity. Look-alikes include, but are not limited to, BB guns, air-soft pistols, paintball guns, cigarette lighters and laser pointers shaped like a gun. Police or juvenile authorities may be contacted.

#### II. Weapon-Related: Possession (b)

Possession of explosives and all other weapons, including (but not limited to) weapons as defined by Section 24-1 of the Criminal Code (720 ILCS 5/24-1), including knives that are prohibited by law, brass knuckles, billy clubs, or look-alikes thereof, is prohibited in school buildings, on campus (school grounds) or at a school activity. Police or juvenile authorities may be contacted.

### LEVEL FOUR CONSEQUENCES

<b>ELEMENTARY</b>	<b>SECONDARY</b>
First and Subsequent Offenses <ul style="list-style-type: none"><li>• Parent/Guardian Contact through recommendation for up to 2 calendar years of expulsion</li></ul>	First and Subsequent Offenses <ul style="list-style-type: none"><li>• Parent/Guardian Contact through recommendation for up to 2 calendar years expulsion</li></ul>

## DECATUR PUBLIC SCHOOLS ADDRESSES AND TELEPHONE NUMBERS

Superintendent  
Decatur Public Schools  
101 W. Cerro Gordo  
Decatur, IL 62523  
217-362-3012

Assistant Superintendent of Support Services  
Technology, & Data Research  
Decatur Public Schools  
101 W. Cerro Gordo  
Decatur, IL 62523  
217-362-3016

Director of Student Services  
Decatur Public Schools  
335 E. Cerro Gordo St.  
Decatur, IL 62523  
217-362-3060

Director of Human Resources  
Decatur Public Schools  
101 W. Cerro Gordo St.  
Decatur, IL 62523  
217-362-3030

Assistant Superintendent of Teaching and  
Learning  
Decatur Public Schools  
101 W. Cerro Gordo  
Decatur, IL 62523  
217-362-3041

Macon-Piatt Special Education Director  
Decatur Public Schools  
620 E. Garfield Ave  
Decatur, IL 62526  
217-362-3055

Director of Communications and Public Relations  
Decatur Public Schools  
101 W. Cerro Gordo St.  
Decatur, IL 62523  
217-362-3018

Access District 61 information any time, day or  
night, by logging on to [www.dps61.org](http://www.dps61.org),  
or by tuning in to cable Channel 22.

## Community Resource Guide

Note: This community resource handbook is not meant to be an inclusive listing of all of the possible services for the topic areas listed. Rather, it is hoped that the staff, parents and students of the district can use this handbook as a starting point in their search for community-based services. Names, addresses and phone numbers may change without notice; but it is our intent to provide you with the most updated information.

### AREA POLICE AND FIRE DEPARTMENT NUMBERS

#### EMERGENCY

City 911

#### NON EMERGENCY

Police (217) 424-2711  
Fire (217) 429-5201  
IL State Police (217) 265-0050

### STATE OF ILLINOIS TOLL-FREE NUMBERS

<b>Adoption Information</b>	<a href="http://www.dcf.illinois.gov">www.dcf.illinois.gov</a>	800-572-2390
<b>AIDS Hotline</b>	<a href="http://www.ryanwhite.hrsa.gov/hiv-care/hotlines">www.ryanwhite.hrsa.gov/hiv-care/hotlines</a>	800-243-2437
<b>Aging, Senior Assistance</b>	<a href="http://www.ilaging.illinois.gov">www.ilaging.illinois.gov</a>	800-252-8966
<b>Aging-Elder Abuse</b>	<a href="http://www.ilaging.illinois.gov">www.ilaging.illinois.gov</a>	866-800-1409
<b>Advocacy Office for Children and Families</b>	<a href="http://www.dcf.illinois.gov/contact-us/get-help.html">www.dcf.illinois.gov/contact-us/get-help.html</a>	800-232-3798
<b>Amtrak</b>	<a href="http://www.amtrak.com/home">www.amtrak.com/home</a>	800-872-7245
<b>Arson Hotline</b>	<a href="http://www.sfm.illinois.gov">www.sfm.illinois.gov</a>	800-252-2947
<b>Arts Council, Illinois</b>	<a href="http://www.arts.illinois.gov">www.arts.illinois.gov</a>	800-237-6994
<b>Attorney General's Office/ Consumer Protection</b>	<a href="http://www.illinoisattorneygeneral.gov/consumer-protection/">www.illinoisattorneygeneral.gov/consumer-protection/</a>	800-243-0618
<b>Cancer Information Service</b>	<a href="http://www.cancer.gov/global/contact">www.cancer.gov/global/contact</a>	800-422-6237
<b>Child Abuse Hotline (Report Suspected Abuse)</b>	<a href="http://www.dcf.illinois.gov/safe-kids/reporting.html">www.dcf.illinois.gov/safe-kids/reporting.html</a>	800-252-2873
<b>Child Welfare Information Gateway</b>	<a href="http://www.childwelfare.gov">www.childwelfare.gov</a>	800-394-3366
<b>Circuit Breaker Assistance</b>	<a href="http://www.state.il.us/aging">www.state.il.us/aging</a>	800-624-2459

<b>Citizens Utility Board (CUB)</b>	<a href="https://www.citizensutilityboard.org/">https://www.citizensutilityboard.org/</a>	800-669-5556
<b>Client Assistance Program (Disability Rights)</b>	<a href="https://www.dhs.state.il.us/page.aspx?item=37637">https://www.dhs.state.il.us/page.aspx?item=37637</a>	800-843-6154
<b>Crime Victim Compensation, Attorney General</b>	<a href="http://www.illinoisattorneygeneral.gov/safer-communities/supporting-victims-of-crime/crime-victim-compensation/">www.illinoisattorneygeneral.gov/safer-communities/supporting-victims-of-crime/crime-victim-compensation/</a>	800-228-3368
<b>Dental Referral Services</b>	<a href="http://www.isds.org/">http://www.isds.org/</a>	800-252-2930
<b>Disability Determination Services</b>	<a href="http://www.dhs.state.il.us/page.aspx?item=29979">http://www.dhs.state.il.us/page.aspx?item=29979</a>	800-843-6154
<b>Disabled Individual Assistance Program and Unemployment</b>	<a href="https://ides.illinois.gov/resources/non-ui-assistance.html">https://ides.illinois.gov/resources/non-ui-assistance.html</a>	
<b>Drug and Alcohol Abuse</b>	<a href="http://www.samhsa.gov/treatment/">http://www.samhsa.gov/treatment/</a>	800-662-4357
<b>Energy Assistance and Weatherization</b>	<a href="https://dceo.illinois.gov/communityservices/homeweath-erization.html">https://dceo.illinois.gov/communityservices/homeweath-erization.html</a>	833-711-0374
<b>Emergency Services &amp; Disaster Agency</b>	<a href="https://www.illinois.gov/agencies/agency.iemaohs.html">https://www.illinois.gov/agencies/agency.iemaohs.html</a>	800-782-7860
<b>Foster Parenting Hotline</b>	<a href="https://dcfs.illinois.gov/loving-homes/fostercare/resources-for-current-foster-parents.html">https://dcfs.illinois.gov/loving-homes/fostercare/resources-for-current-foster-parents.html</a>	800-232-3798
<b>Hearing Impaired Phone Access</b>	<a href="https://www.itactty.org/illinois-relay">https://www.itactty.org/illinois-relay</a>	TTY users 800-526-0844 Voice users 800-526-0857 TTY Spanish 800-501-0864 VCO 877-826-1130
<b>Illinois Housing Development Authority</b>	<a href="https://www.ihda.org/">https://www.ihda.org/</a>	312-836-5200
<b>Illinois Dept. of Human Services Medical Assistance</b>	<a href="https://www.dhs.state.il.us/page.aspx?item=30359">https://www.dhs.state.il.us/page.aspx?item=30359</a>	800-843-6154
<b>IDHS Mental Health</b>	<a href="https://www.dhs.state.il.us/page.aspx?item=29735">https://www.dhs.state.il.us/page.aspx?item=29735</a>	800-843-6154
<b>IDHS – WIC</b>	<a href="https://www.dhs.state.il.us/page.aspx?item=30513">https://www.dhs.state.il.us/page.aspx?item=30513</a>	800-843-6154
<b>Illinois State Board of Education</b>	<a href="http://www.isbe.net/">http://www.isbe.net/</a>	866-262-6663
<b>HIV &amp; STD Hotline</b>	<a href="https://ryanwhite.hrsa.gov/hiv-care/hotlines">https://ryanwhite.hrsa.gov/hiv-care/hotlines</a>	800-243-2437
<b>Literacy Hotline</b>	<a href="https://www.ilsos.gov/departments/library/literacy/olttfaq.html">https://www.ilsos.gov/departments/library/literacy/olttfaq.html</a>	800-321-9511
<b>Medicare &amp; Medicaid/Fraud or Abuse</b>	<a href="http://www.cms.gov/medicaid-coordination/center-program-integrity/reporting-fraud">www.cms.gov/medicaid-coordination/center-program-integrity/reporting-fraud</a>	800-447-8477



<b>Missing Children – “I-Search” (Illinois)</b>	<a href="http://www.dcf.illinois.gov/safe-kids/missing.html">www.dcf.illinois.gov/safe-kids/missing.html</a>	800-843-5678
<b>Nursing Home Information and Abuse</b>	<a href="http://www.dph.illinois.gov/topics-services/health-care-regulation/nursing-homes.html">www.dph.illinois.gov/topics-services/health-care-regulation/nursing-homes.html</a>	800-252-8966
<b>Organ/Tissue Donor Information</b>	<a href="https://apps.ilsos.gov/organdonorregister/">https://apps.ilsos.gov/organdonorregister/</a>	800-210-2106
<b>Poison Control (Statewide)</b>	<a href="http://www.illinoispoisoncenter.org/">www.illinoispoisoncenter.org/</a>	800-222-1222
<b>Public Aid/Medicaid Food Stamps &amp; Other Information</b>	<a href="http://www.dhs.state.il.us/page.aspx?item=33698">http://www.dhs.state.il.us/page.aspx?item=33698</a>	800-843-6154
<b>Medicare &amp; Medicaid, to Report Fraud or Abuse</b>	<a href="https://www.medicare.gov/basics/reporting-medicare-fraud-and-abuse">https://www.medicare.gov/basics/reporting-medicare-fraud-and-abuse</a>	800-633-4227
<b>Public Health Family Hotline (Parents Too Soon, Prenatal and Newborn Care, and Supplemental Food/WIC)</b>	<a href="http://www.dhs.state.il.us/page.aspx?item=30513">http://www.dhs.state.il.us/page.aspx?item=30513</a>	217-782-2166
<b>School Violence Tip Line</b>	<a href="http://www.safe2helpil.com">www.safe2helpil.com</a>	800-477-0024
<b>Secretary of State’s Office</b>	<a href="https://www.ilsos.gov/">https://www.ilsos.gov/</a>	800-252-8980
<b>Seniors and Persons with Disabilities Hotline</b>	<a href="http://www.ilaging.illinois.gov">www.ilaging.illinois.gov</a>	800-252-8966
<b>Veterans Affairs</b>	<a href="https://www.va.gov/">https://www.va.gov/</a>	800-698-2411

A list of local agencies for Decatur, IL is listed on the following pages. If you have an emergency and need immediate assistance with things such as housing or other agencies, please call **211**.

### **Suicide Prevention**

The District believes in educating and supporting the whole child. The District encourages parents who are concerned about their children to access the following resources for support. School social workers are also available if you believe your child may need additional help.

### **DHS SASS**

SASS provides intensive mental health services for youth experiencing a mental health crisis. SASS services are available by calling the Crisis and Referral Entry Services (CARES) line.

(800) 345-9049

(773) 523-4504 (TTY)

### **National Suicide Prevention Lifeline - <https://988lifeline.org>**

The 988 Lifeline is a national network of local crisis centers that provides free and confidential emotional support to people in suicidal crisis or emotional distress 24 hours a day, 7 days a week in the United States. We're committed to improving crisis services and advancing suicide prevention by empowering individuals, advancing professional best practices, and building awareness.

Three Digit Dialing Code: 988

### **The Crisis Text Line- [crisistextline.org](https://crisistextline.org)**

Text HOME to 741741 to reach a volunteer Crisis Counselor any time. A live, trained Crisis Counselor receives the text and responds from a secure online platform.

Volunteer Crisis Counselors are available to message on WhatsApp (Crisis Text Line)

### **Safe2Help Illinois helpline-<https://www.safe2helpil.com>**

Safe2Help Illinois offers students a safe, confidential way in which to share information that might help prevent suicides, bullying, school violence, or other threats to school safety.

Call 844-472-3345 - available 24/7

Text SAFE2 to 72332 to reach a trained staff member

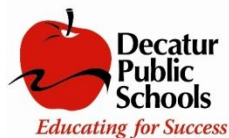
Email: [HELP@Safe2HelpIL.com](mailto:HELP@Safe2HelpIL.com)

### **The Trevor Project-<https://www.thetrevorproject.org>**

A support site for Lesbian, Gay, Bisexual, Transgender, or Queer youth who are experiencing depression or suicidal thoughts.

Connect to a crisis counselor 24/7, 365 days a year by:

- Texting START to 678-678
- Calling 1-866-488-7386
- Starting a Chat on the Trevor Project website ([thetrevorproject.org/get-help/](https://thetrevorproject.org/get-help/)).



## Board of Education Decatur Public School District #61

<b>Date:</b> June 24, 2025	<b>Subject:</b> KEV Group SchoolCash Software Three-Year (3) Agreement
<b>Initiated By:</b> Dr. Mike Curry, Chief Operations Officer, Cheyanne Patterson, Accounting and Auditing Administrator	<b>Attachments:</b> SchoolCash Statement of Work
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

### BACKGROUND INFORMATION:

SchoolCash is a cloud-based software platform designed specifically for K-12 school districts to manage school-level accounting, fee collection, and online payment processing. It will provide the District with a secure, integrated solution to collect field trip fees, instructional payments, and event ticketing from parents, while reducing the need for cash handling at school sites.

### CURRENT CONSIDERATIONS:

SchoolCash provides a streamlined, intuitive interface that will save staff time, improve transaction transparency, and offer real-time financial reporting. Modules include SchoolCash Online, SchoolCash Register, POS capabilities, and integration with both the District's ERP and SIS systems. The platform enhances audit readiness and operational control while improving the experience for families by enabling secure, accessible digital payment options.

### FINANCIAL CONSIDERATIONS:

A small processing fee will be included in the price of each item and passed on to the end user, ensuring no additional cost burden to the District. SchoolCash is anticipated to increase efficiency, enhance financial security, simplify reconciliation processes across schools, and better serve community expectations for digital payments.

The total cost for Year 1 is \$31,866.50, which includes a 30% discount and covers all software licenses, implementation, training, and eleven POS devices. Year 2 will cost \$31,693.75, which includes a 15% discount, and Year 3 will cost \$36,520 at full price. This will be paid from Fund 10.

### STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve this multi-year (3) Agreement with KEV Group for implementation of SchoolCash as presented.

### RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

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

## **STATEMENT OF WORK**

This STATEMENT OF WORK (the “**Statement of Work**”), dated June 1, 2025, is entered into by and between **KEV Group Inc.**, a Delaware corporation with its principal place of business at 3000 S. Hulen Street Suite 124-562, Fort Worth, TX, 76109, USA (“**KEV**”) and **Decatur Public Schools** having its principal place of business at 101 West Cerro Gordo Street, Decatur, IL, 62523, USA (the “**Client**”) and together with KEV collectively, the “**Parties**” (the respective address of KEV and the Client being referred to as the “**Legal Address**” of each).

**WHEREAS** KEV has developed several software and web-based solutions for school level accounting, online payment processing, and tracking of student obligations and other related services;

**AND WHEREAS** the Client desires to license such software and web-based solutions from KEV pursuant to this Statement of Work;

**AND WHEREAS** the Parties agree that this Statement of Work and the Products and Services to be provided hereunder (collectively, the “**Service Offering**”) are subject to the terms and conditions of the Service Level Agreement (the “**Agreement**”), a copy of which is available on [kevgroup.com/sla](http://kevgroup.com/sla) (the “**Website**”), and is expressly incorporated herein by reference.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### **ARTICLE 1.**

#### **ASSOCIATED CONTRACT DOCUMENTS.**

**1.1.** This Statement of Work, the Schedules attached hereto and the documents referred to herein, including the Agreement, represent the entire and integrated agreement of the Parties all of which together shall be considered one and the same agreement.

### **ARTICLE 2.**

#### **DEFINITIONS.**

**2.1. Defined Terms.** Capitalized terms used, but not defined, herein have the respective meanings ascribed to them in the Agreement.

### **ARTICLE 3.**

#### **TERM**

**3.1 Statement of Work Term.** The Statement of Work shall be in effect for three (3) years (the “**Term**”) and shall automatically renew on June 1, 2028, unless either Party provides the other Party with written notice of non-renewal at least sixty (60) days prior to the expiration of the Term.

### **ARTICLE 4.**

#### **FEES & TIMING**

**4.1 Fees.** Other than as set forth in the Agreement, the fees for the Service Offering are set forth in **Schedule “A”** hereto. Fees related to training and implementation must be paid in full prior to implementation commencing.

**4.2 Timing.** The Parties commit to implement the Products according to the agreed-upon Implementation Timeframe, the details of which are attached hereto as **Schedule “B”**. The Client agrees that it shall pay all fees specified in **Schedule “A”** prior to the start of implementation. Any changes to the dates as noted in Schedule B will require mutual written agreement between KEV and Client.

**IN WITNESS WHEREOF**, the Parties have executed this Statement of Work as of the date first above set forth.

**KEV Group Inc.**

By:

\_\_\_\_\_  
Name: Joshua Shuval  
Title: Director of Operations and Risk  
Management

**Decatur Public Schools**

By:

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

## SCHEDULE A

### Fees

Annual Recurring Software Cost					
Quantity	Item	Description	Unit Price	Net Price	Total
15	SCM-SCO	SchoolCash Management Solution - Plus	\$2,145.00	\$1,501.50	\$22,522.50
	SCI	SchoolCash Integration with District SIS			Included
	SCO	SchoolCash Online			Included
	SCC	SchoolCash Catalog			Included
	SCR	SchoolCash Register			Included
	SCD	SchoolCash Donations			Included
	SCS	SchoolCash Success Package-Ongoing training and support			Included
	STR	SchoolCash Teacher Reporting			Included
	SCA	SchoolCash Access			Included
	SCF	SchoolCash Forms+			Included
	SSO	Single Sign-On			Included
	SMI	Meal Plan Integration			Included
	KEVU	KEV University			Included
11	POS	POS Credit Card Device with Software – annual charge and includes repair/replace insurance	\$395.00	\$395.00	\$4,345.00
<b>Total Recurring Cost</b>					<b>\$26,867.50*</b>

\*30% discount only valid for Year 1

One-Time Training and Implementation Cost					
Quantity	Item	Description	Unit Price	Net Price	Total
15	IMP	Implementation & Training: Need Analysis, Database Configuration, Staff Training and Chart of Account Configuration	\$295.00	\$206.50	\$3,097.50
1	FRMS-IMP	Implementation & Training for Forms+	\$695.00	\$486.50	\$486.50
1	TRN-POS	Training & Implementation – POS Devices – District Fees	\$450.00	\$315.00	\$315.00
11	POS	POS Device Set Up, Testing and Shipping	\$100.00	\$100.00	\$1,100.00
<b>One Time Costs</b>					<b>\$4,999.00</b>
<b>TOTAL Year1</b>					<b>\$31,866.50</b>
<b>Year2**</b>					<b>\$31,693.75</b>
<b>Year3</b>					<b>\$36,520.00</b>

\*\*15% discount only valid for Year 2

### **\*Transaction and Other Online Payment Fees and Functionality**

KEV will add a fee of 4% + \$0.10 per item to all items created in SchoolCash Catalog for sale via SchoolCash Online (SCO) and SchoolCash Register (the 'Transaction Fee'). The item price visible to parents/guardians will be inclusive of this fee. The Transaction Fee is discounted from 4.5% plus 10 cents per item.

For items paid via SCO and Point of Sale (POS) the Transaction Fee includes any applicable merchant processing fees. The Transaction Fee will be automatically sent to KEV and will not be visible in SchoolCash Accounting.

For items paid via cash or check (specifically, not SchoolCash Online or POS) in SchoolCash Register the Transaction Fee will be deposited by the school to their bank account and will be accounted for in a pre-configured SchoolCash Management Account. For further clarity, the Transaction Fee for SchoolCash Register payments does not belong to KEV.

KEV has the right to change the Transaction Fee with 90 days' notice given to the Client.

### **\*\*Payment Terms**

The One-Time Training and Implementation fee of \$4,999.00 and the annual recurring software fee of \$26,867.50 will be payable upon signing this Statement of Work. Year 2 shall carry 15% discount, and price would be as per the table above. Year 3 would carry no discount, and price shall be as per the table above. After the third year of this Statement of Work, the annual recurring software fee will be subject to standard price increases that will reflect the Consumer Price Index (CPI) + 2%. Should the Client cancel the contract prior to the initial term stated in Article 3.1 then the annual recurring software amount for the full term outlined in Schedule A Fees are immediately due.

In order to facilitate credit/debit card payment processing, Client is responsible for completing a merchant application with KEV's then-current preferred payment provider. KEV reserves the right to change or add to its list of preferred payment providers at its sole discretion and will communicate such changes or amendments to Client as soon as possible. Client will have 90 days from date of communication to sign a new merchant services agreement with the new preferred provider, otherwise a 30 cent per-transaction fee will apply to each transaction processed on SchoolCash Online, payable by the Client.

## SCHEDULE B

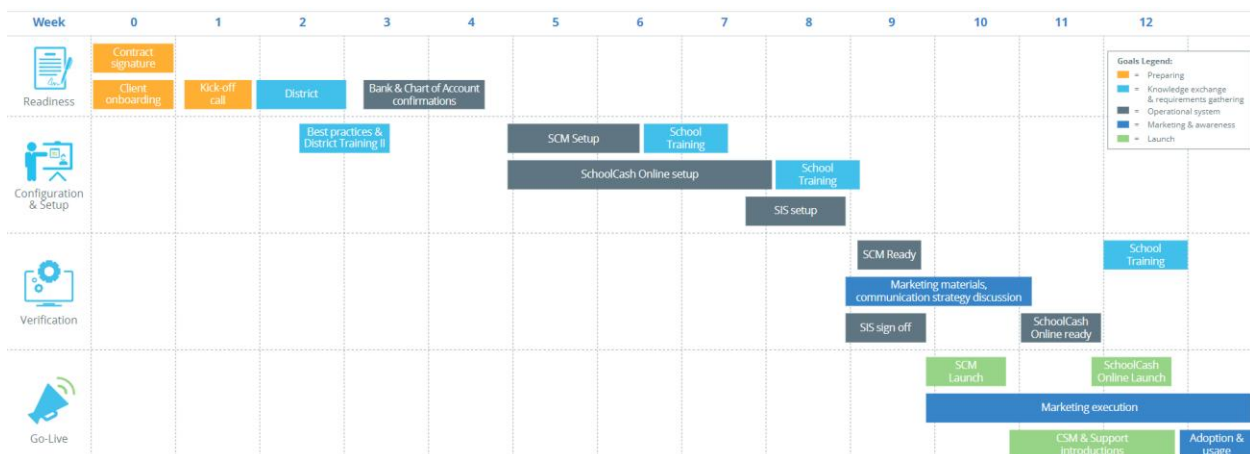
### Timeline

STANDARD IMPLEMENTATION		
PHASE	SchoolCash Management (SCM)	SchoolCash Online (SCO)
<b>PHASE 0 – Readiness</b> (Week 1 to 4)	<ul style="list-style-type: none"> <li>Kick-off meeting – introduction to Project team</li> <li>Up to four 90-minute Best Practice trainings delivered by <b>KEV</b> to review the setup for (SCM &amp; SCO). Includes <b>District</b> training and decision making</li> <li><b>District</b> to confirm the exact <i>cut-off date</i> of the existing accounting system</li> <li><b>District</b> to submit the Chart of Accounts (CoA) for all schools</li> </ul>	<ul style="list-style-type: none"> <li>Kick-off meeting – introduction to Project team</li> <li><b>District</b> to open one separate in-and-out bank account (chequing account). Credit card payments will be credited to this account and <b>KEV</b> will debit funds from this account and credit them to individual school bank accounts</li> <li>Introduction to ERP extracts, if applicable, timeline dependant on discovery</li> </ul>
<b>PHASE 1 – Configuration &amp; Set-up</b> (Weeks 5-8)	<ul style="list-style-type: none"> <li>Set up and review of SCM by <b>KEV</b>. Process requires up to 7 business days to complete. Training cannot start until the setup is complete</li> <li>SCM training delivered by <b>KEV</b> for <b>School's</b> bookkeepers - mix of group webinars and smaller sessions covering: Deposits, Cashbox/NSF/Transfers if applicable (plus Cheques, Monthly Bank Reconciliation, Ledger/Reports for non-centralized districts)</li> </ul>	<ul style="list-style-type: none"> <li><b>District</b> to submit bank account info for all schools</li> <li><b>District</b> to submit key info and documents for the merchant processing application &amp; agreement</li> <li>“Penny testing” of school bank accounts by <b>KEV</b> begins. <b>District/Schools</b> to verify the exact amounts received</li> <li>Set up and review of SCO by <b>KEV</b></li> <li>SCO training for <b>School's</b> bookkeepers - mix of group webinars and smaller sessions covering: SchoolCash Catalogue, Item/Fee Creation</li> <li>Webinar by <b>KEV</b> with <b>School's</b> Principals.</li> <li>Credit card payment test by <b>KEV</b> to test the complete flow of funds from parent purchase through to the school bank account</li> <li><b>District</b> to ensure all student data is correct and uploaded to the <b>KEV</b> database as required and described and supported by <b>KEV's</b> Implementation Department, in a secure manner and in accordance with the <b>District's</b> internal privacy policies and procedures.</li> </ul>
<b>PHASE 2 – Verification</b> (Weeks 9-11)	<ul style="list-style-type: none"> <li>SCM setup and training complete</li> <li><b>SYSTEM READY FOR USE</b></li> <li>Transition from Project to Support – introduction to Customer Success &amp; Support teams</li> </ul>	<ul style="list-style-type: none"> <li><b>District</b> to set up the SIS export. <b>KEV</b> to provide instructions with specific requirements</li> <li><b>Schools/District</b> to review marketing and communications materials provided by <b>KEV</b> for driving parent awareness of SCO</li> <li>Target SCO launch date to parents determined by <b>KEV &amp; District</b></li> <li>Validation of SCO by <b>KEV</b>, including creation of back-end accounts for each Primary Guardian email addresses of each student identified in the SIS export</li> </ul>



		<ul style="list-style-type: none"> <li>• <b>SYSTEM READY FOR USE</b></li> <li>• Transition from Project to Support – introduction to Customer Success &amp; Support team</li> </ul>
<b>PHASE 3 – Go-Live</b> (Week 12)		<ul style="list-style-type: none"> <li>• SCO training delivered by <b>KEV</b> for <b>School's</b> bookkeepers - mix of group webinars and smaller sessions covering: SchoolCash Register &amp; Group Collections/Reports</li> </ul>
<b>SCO Launch Date</b>	<ul style="list-style-type: none"> <li>• On behalf of Client, KEV automatically sends Invitation Emails to all Primary Guardian email addresses provided by Client. Each Invitation Email contains a unique hyperlink to enable to Primary Guardian to create or log-in to their SchoolCashOnline account and be provided with instant access to see, add, and remove the students that have been associated with their email address by the Client without the need for the Primary Guardian to first enter the student's ID number or other personal information; view their pending fees and transaction history; make payments; add or remove additional Guardians for their students; and update KEV's record of the email addresses of themselves and co-Guardians.</li> </ul>	
<b>SCO Adoption and Usage</b>	<ul style="list-style-type: none"> <li>• On behalf of Client, KEV automatically sends Invitation Emails to new Primary Guardians identified by Client, as well as to previous recipients who have not responded.</li> </ul>	

Any delays by the Client may result in a delayed launch of *SchoolCash Accounting* and/or *SchoolCash Online*. Kick-off call will occur as soon as possible post contract signature, dependant on KEV resource availability.





## Board of Education Decatur Public School District #61

<b>Date:</b> June 24, 2025	<b>Subject:</b> One-Year (1) Contract of Unleaded Fuel
<b>Initiated By:</b> Joanie Watson, Coordinator of Purchasing	<b>Attachments:</b> Bid Documents
<b>Reviewed By:</b> Dr. Michael Curry, Chief Operations Officer and Dr. Rochelle Clark, Superintendent	

### **BACKGROUND INFORMATION:**

The District consumes approximately 30,000 gallons of 10% Ethanol Unleaded fuel throughout the year for a large fleet of vehicles and equipment. In the past, the Purchasing department would get quotes from local fuel suppliers each time the tanks need replenished.

### **CURRENT CONSIDERATIONS:**

Bids were sent to Evergreen FS, Morgan Distributing, and Big B Agro for the purchase of fuel July 1, 2025 – June 30, 2026. Evergreen FS responded with a locked-in price of \$2.96 per gallon. Morgan Distributing and Big B Agro did not respond.

### **FINANCIAL CONSIDERATIONS:**

The purchase of fuel will be paid using Fund 20.

### **STAFF RECOMMENDATION:**

The Administration respectfully requests the Board of Education approve the purchase of Unleaded Fuel at approximately \$88,000 in FY26 (one-year) as presented.

### **RECOMMENDED ACTION:**

- ☒ Approval
- ☐ Information
- ☐ Discussion

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

# REQUEST FOR BID

(THIS IS NOT AN ORDER)

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

Bid Number: 2025-9  
Bid Title: Unleaded Fuel Purchase  
Date: 5/28/2025

**SUBMISSION OF PROPOSALS AND CLOSING DATES:** Sealed bids will be received by the Purchasing Department , 101 W Cerro Gordo, Decatur, Illinois, up to 10:00 a.m. on Tuesday, June 10, 2025, and will be publicly opened at the stated time.

Bids must be received in a sealed envelope marked with the name of the vendor and bid title or plainly marked "Bid for..." on the outside face. **All bids must be signed. Any unsigned bid will not be accepted. Note: Emailed bids will not be considered.**

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

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

See attached: Unleaded Fuel Purchase Specifications (2 pgs.)

Total Price Per Gallon:

**\$2.96**

2.465 base

**Bid Price Includes \$.483 state mft, \$.001 Fed Lust, \$.003 State UST, \$.008 Env Impact**

**Please note:** The attached bid specifications require line item pricing, the District requests all information and pricing be provided.

**Federal Employment Identifications No. 37-6003703**

**PROPOSAL:** If this bid is accepted within 45 days from the date of the opening, the undersigned offers and agrees to furnish any or all of the articles or services upon which prices are quoted, at the price and the delivery time stated, and subject to all of the conditions recorded on the attached terms and conditions sheet.

Firm Name: Evergreen FS INC

Approx. Delivery Date: 365 days/ 1 year

Address: 389 E School Rd

By: 

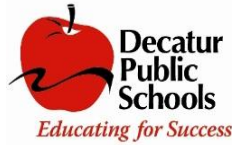
Zip Code: 61756

City: Maroa State: IL

Office Ph. 877-963-2392

Cell Ph. 309-445-5760

Email: [arippy@evergreen-fs.com](mailto:arippy@evergreen-fs.com)



## Board of Education Decatur Public School District #61

<b>Date:</b> June 24, 2025	<b>Subject:</b> 2025-2028 Student Pictures – 3 Year Award
<b>Initiated By:</b> Dr. Mike Curry, Chief Operations Officer	<b>Attachments:</b> RFP Summary (1 page)
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

**BACKGROUND INFORMATION:**

The District has been in an agreement with Lifetouch School Portraits since the 2023 school year for Student Pictures. The current contract expires June 30, 2025.

**CURRENT CONSIDERATIONS:**

RFP responses were received from the following vendors:

- 1) Lifetouch School Portraits
- 2) Wagner
- 3) Inter-State Studios
- 4) Gaines Photography

Prices are base cost only. Each school will determine the price of each package.

**FINANCIAL CONSIDERATIONS:**

No District expense as the students pay for picture packages.

**STAFF RECOMMENDATION:**

The Administration respectfully requests the Board of Education award the Student Picture three-year (2025-2028) Contract to Wagner Photography as presented.

**RECOMMENDED ACTION:**

- ☒ Approval
- ☐ Information
- ☐ Discussion

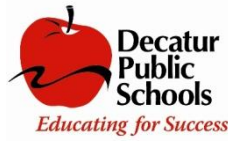
**BOARD ACTION:** \_\_\_\_\_

**STUDENT PICTURES RESULTS FOR QUOTE REQUEST# 87-1558**

<b><u>Vendor</u></b>		<b><u>Gaines Legends</u></b>		<b><u>Wagner Portrait</u></b>		<b><u>Lifetouch Studio</u></b>	<b><u>Inter-State</u></b>
		<b><u>Photo</u></b>		<b><u>Group</u></b>			<b><u>Studios</u></b>
<b><u>Elementary Pictures</u></b>							
Package "A" price:		<u>\$28.00</u>		<u>\$18.00</u>		<u>\$17.00</u>	<u>\$38.00</u>
Package "B" price:		<u>\$24.00</u>		<u>\$15.00</u>		<u>\$13.00</u>	<u>\$32.00</u>
Package "C" price:		<u>\$20.00</u>		<u>\$8.00</u>		<u>\$9.00</u>	<u>\$28.00</u>
Package "D" price:		<u>\$8.00</u>		<u>\$8.00</u>		<u>\$7.00</u>	<u>\$12.00</u>
<b><u>Average Price per Package:</u></b>		<b><u>\$20.00</u></b>		<b><u>\$12.25</u></b>		<b><u>\$11.50</u></b>	<b><u>\$27.50</u></b>
I.D. card price:		<u>No Charge</u>		<u>No Charge</u>		<u>No Charge</u>	<u>No Charge</u>
<b><u>Can you produce a yearbook?</u></b>		<b><u>Yes</u></b>		<b><u>Yes</u></b>		<b><u>Yes</u></b>	<b><u>Yes</u></b>
20 page yearbook cost:		<u>\$8.00</u>		<u>\$8.00</u>		<u>\$10.00</u>	<u>\$11.50</u>
24 page yearbook cost:		<u>\$8.00</u>		<u>\$9.25</u>		<u>\$11.50</u>	<u>\$12.25</u>
28 page yearbook cost:		<u>\$10.00</u>		<u>\$10.00</u>		<u>\$12.25</u>	<u>\$13.25</u>
<b><u>Average Price per Yearbook:</u></b>		<b><u>\$8.67</u></b>		<b><u>\$9.09</u></b>		<b><u>\$11.25</u></b>	<b><u>\$12.34</u></b>
<b><u>Middle School Pictures</u></b>							
Package "A" price:		<u>\$24.00</u>		<u>\$18.00</u>		<u>\$17.00</u>	<u>\$34.00</u>
Package "B" price:		<u>\$20.00</u>		<u>\$15.00</u>		<u>\$13.00</u>	<u>\$30.00</u>
Package "C" price:		<u>\$18.00</u>		<u>\$10.00</u>		<u>\$9.00</u>	<u>\$23.00</u>
<b><u>Average Price per Package:</u></b>		<b><u>\$20.67</u></b>		<b><u>\$14.34</u></b>		<b><u>\$13.00</u></b>	<b><u>\$29.00</u></b>
<b><u>Can you produce a yearbook?</u></b>		<b><u>Yes</u></b>		<b><u>Yes</u></b>		<b><u>Yes</u></b>	<b><u>Yes</u></b>
20 page yearbook cost:		<u>\$8.00</u>		<u>\$8.00</u>		<u>\$10.00</u>	<u>\$11.50</u>
24 page yearbook cost:		<u>\$8.00</u>		<u>\$9.25</u>		<u>\$11.50</u>	<u>\$12.25</u>
28 page yearbook cost:		<u>\$10.00</u>		<u>\$10.00</u>		<u>\$12.25</u>	<u>\$13.25</u>
<b><u>Average Price per Yearbook:</u></b>		<b><u>\$8.67</u></b>		<b><u>\$9.09</u></b>		<b><u>\$11.25</u></b>	<b><u>\$12.34</u></b>
<b><u>Does your company photograph</u></b>		<b><u>Yes</u></b>		<b><u>Yes</u></b>		<b><u>Yes</u></b>	<b><u>Yes</u></b>
<b><u>Sports Teams and Individuals?</u></b>							
<b><u>Middle School Sports Photographs</u></b>							
Package "A" price:		<u>not provided</u>		<u>\$14.00</u>		<u>not provided</u>	<u>see price sheet</u>
Package "B" price:		<u>not provided</u>		<u>\$19.00</u>		<u>not provided</u>	<u>see price sheet</u>
Package "C" price:		<u>not provided</u>		<u>\$20.00</u>		<u>not provided</u>	<u>see price sheet</u>
Package "D" price:		<u>not provided</u>		<u>\$24.00</u>		<u>not provided</u>	<u>see price sheet</u>
<b><u>Average Price per Package:</u></b>		<u>not provided</u>		<b><u>\$19.25</u></b>		<u>not provided</u>	<u>see price sheet</u>
<b><u>High Schools Pictures</u></b>							
Package "A" price:		<u>\$24.00</u>		<u>\$18.00</u>		<u>\$17.00</u>	<u>\$34.00</u>
Package "B" price:		<u>\$18.00</u>		<u>\$15.00</u>		<u>\$13.00</u>	<u>\$30.00</u>
Package "C" price:		<u>\$16.00</u>		<u>\$10.00</u>		<u>\$9.00</u>	<u>\$23.00</u>
<b><u>Average Price per Package:</u></b>		<b><u>\$19.34</u></b>		<b><u>\$14.34</u></b>		<b><u>\$13.00</u></b>	<b><u>\$29.00</u></b>
<b><u>Does your company photograph</u></b>		<b><u>Yes</u></b>		<b><u>Yes</u></b>		<b><u>Yes</u></b>	<b><u>Yes</u></b>
<b><u>Sports Teams and Individuals?</u></b>							
Package "A" price:		<u>not provided</u>		<u>\$14.00</u>		<u>not provided</u>	<u>see price sheet</u>
Package "B" price:		<u>not provided</u>		<u>\$19.00</u>		<u>not provided</u>	<u>see price sheet</u>
Package "C" price:		<u>not provided</u>		<u>\$20.00</u>		<u>not provided</u>	<u>see price sheet</u>
Package "D" price:		<u>not provided</u>		<u>\$24.00</u>		<u>not provided</u>	<u>see price sheet</u>
<b><u>Average Price per Package:</u></b>		<u>not provided</u>		<b><u>\$19.25</u></b>		<u>not provided</u>	<u>see price sheet</u>

**STUDENT PICTURES RESULTS FOR QUOTE REQUEST# 87-1558**

	<b><u>Vendors who did not respond:</u></b>	<u>Jostens PIX</u>						
		<u>H R Imaging</u>						



## Board of Education Decatur Public School District #61

<b>Date:</b> June 24, 2025	<b>Subject:</b> Eisenhower High School Fluid Cooler
<b>Initiated By:</b> Aaron Peters, HVAC Supervisor	<b>Attachments:</b> BLDD Bid Documents
<b>Reviewed By:</b> Dr. Michael Curry, Chief Operations Officer and Dr. Rochelle Clark, Superintendent	

### **BACKGROUND INFORMATION:**

During the extensive renovation and additions to Eisenhower High School in 2012/2013, the project included replacement of the existing heating, ventilating and air conditioning (HVAC) system with a geothermal system. During the heating season, warmth is taken from the earth and transferred into the HVAC equipment that heats the building, and in the cooling season, the HVAC equipment transfers warmth from the building into the earth surrounding the wells. Over at least the past 4-5 years, the geothermal loop temperatures have been increasing without significant periodic declines during the heating season resulting in a persistent upward trajectory of the loop temperatures. These increasing temperatures, appear to be the result of a number of factors incrementally working together to produce problematic conditions. These factors include potential miscalculation of cooling and heating loads during design, improper installation of the geothermal system, improper sizing of the well field, improper operating parameters, improper operation of controls, worse than expected heat transfer to/from the earth, and warmer than expected weather conditions. If loop temperatures continue to increase, DPS will likely be unable to cool the building during the hottest days.

### **CURRENT CONSIDERATIONS:**

DPS HVAC staff have made numerous operational and maintenance attempts over the past 3 years to impact the upward trajectory of the geothermal loop temperatures but with little long-term success. Throughout this period, B&G has sought outside input from multiple contractors, engineers and geothermal experts. In 2024, Lemark Services was contracted to assess the situation and design a fix for the overheating GEO Loop problem. The long-term solution recommended and being implemented by Lemark and DPS Maintenance staff is to install a Fluid cooler to more adequately maintain lower temperatures in the geothermal loop and the earth surrounding the well field.

### **FINANCIAL CONSIDERATIONS:**

The attached Bid provided by United Mechanical Group, Inc. covers the Installation of the Fluid cooler, piping, and perimeter fencing. DPS Maintenance staff will be completing the on-site concrete work and the electrical install.

Installation will be a concerted effort between DPS staff and an outside contractor.

**STAFF RECOMMENDATION:**

The Administration respectfully requests the Board of Education accept the Scope of Work from United Mechanical Group, Inc. for the sum of \$440,600 as presented.

**RECOMMENDED ACTION:**

- ☒ Approval
- ☐ Information
- ☐ Discussion

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





June 19, 2025

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

Re: **Eisenhower High School Fluid Cooler**  
Decatur Public School District #61  
BLDD Project # 256EX37.400  
**BID TABULATION**

Enclosed is a Bid Tabulation Form showing the results of the bids opened on 6/19/2025 for the above-referenced project. We have reviewed the bid of United Mechanical Group, Inc. and it appears to be in order.

Please advise if the Owner intends to accept the Base Bid as submitted by United Mechanical Group, Inc. in the amount of Four Hundred Forty Thousand Six Hundred Dollars (\$440,600).

We also recommend maintaining a construction contingency of approximately 5% of the bid amount to cover unforeseen conditions that may occur during construction.

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

Sincerely,

BLDD Architects, Inc.

A handwritten signature in black ink, appearing to read "Mark Ritz", with a stylized flourish at the end.

Mark Ritz, AIA, LEED AP®  
Principal | Architect

enclosure

cc: file

H:\C\256EX37.400 DPS EHS Fluid Cooler\Information\Bidding\256EX37.400-Bid Tab Ltr.docx

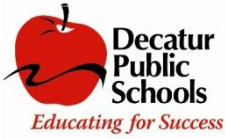


Bid Tabulation Form

DATE: 6/19/2025  
TIME: 10:00 a.m.

PROJECT NAME: Eisenhower High School Fluid Cooler  
CLIENT: Decatur Public School District #61  
LOCATION: Decatur, IL  
BLDD PROJECT: 256EX37.400

Contractor	Bid Bond	Addendum 001 Received		Base Bid	Notes
EL Pruitt Company	5%	Yes		\$468,380.00	
United Mechanical Group	5%	Yes		\$440,600.00	



## Board of Education Decatur Public School District #61

<b>Date:</b> June 24, 2025	<b>Subject:</b> Workers' Compensation Excess Insurance Renewal
<b>Initiated By:</b> Mike Curry, Chief Operations Officer	<b>Attachments:</b> Renewal Quote
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

### **BACKGROUND INFORMATION:**

The District is self-insured for workers' compensation. The District obtains stop loss (excess) insurance to cover sizeable claims. In fiscal year 2024 and 2025, the Self-Insured Retention (SIR) was \$500,000; aggregate limit was \$2,000,000. These amounts remain the same for the proposed renewal.

### **CURRENT CONSIDERATIONS:**

The District's broker, Dansig, sought a renewal quote from Midwest Employers.

The expiring premium from Midwest Employers for a two-year term is \$211,868. The renewal quote from Midwest Employers is \$221,168 for a two-year term (\$110,584 per year; increase of \$4,650 per year over the last two-year term).

### **FINANCIAL CONSIDERATIONS:**

The excess insurance would be paid out of fund 80.

### **STAFF RECOMMENDATION:**

The Administration respectfully requests the Board of Education approve the Workers' Compensation Excess Insurance Renewal from Midwest Employers in the amount of \$221,168 for a two-year term at \$110,584 per year as presented.

### **RECOMMENDED ACTION:**

- ☒ Approval
- ☐ Information
- ☐ Discussion

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

# Excess Workers Compensation Proposal

Midwest Employers Casualty

Policy # EWC010153

2 Year Renewal Term: 7/1/25 – 7/1/27

Premium: \$221,168 (2 Year Premium)

**Excess Workers Compensation  
Quotation Sheet**

Insurer: Midwest Employers Casualty Company

Policy Effective Date: 07/01/2025

Insured: Decatur School District No 61 Board of Education  
Policy #: EWC010153

Quote Date: 06/11/2025  
Quote Expiration Date: 60 Days

POLICY TERMS		QUOTE OPTIONS				
Named States	IL	IL				
<b><u>SPECIFIC:</u></b>						
Specific Limit	STATUTORY	STATUTORY				
Specific Retention	\$500,000	\$500,000				
<b><u>EMPLOYERS LIABILITY:</u></b>						
Employers Liability Limit	\$1,000,000	\$1,000,000				
Employers Liability Retention	See Specific	See Specific				
<b><u>AGGREGATE:</u></b>						
Aggregate Limit	\$2,000,000	\$2,000,000				
Rate as a % of Normal Premium	532.49%	479.24%				
Estimated Aggregate Retention	\$1,873,550	\$3,372,383				
Minimum Aggregate Retention	\$1,836,079	\$3,304,935				
Aggregate Loss Limitation	\$500,000	\$500,000				
<b><u>RATING BASE:</u></b>						
Est. Annual Payroll	\$70,078,737	\$70,078,737				
Est. Annual Manual Premium	\$351,847	\$351,847				
Length of Policy (Years)	1.000000	2.000000				
Est. Policy Normal Premium	\$351,847	\$703,694				
Rate per \$100 of Payroll	0.1578	0.1578				
<b><u>PREMIUM:</u></b>						
Total Est Policy Prd Premium (including Flat Charges)	\$110,584	\$221,168				
Policy Minimum Premium	\$99,526	\$199,052				
Deposit Premium	\$110,584	\$110,584				
Deposit Flat Charge(s)	NA	NA				
<b>Total Deposit Due</b>	\$110,584	\$110,584				
<b>Terrorism Risk Ins Act of 2002 (incl in Total Deposit Due above)</b>	\$3,318	\$3,318				

**CONDITIONS / COMMENTS:**

\* MECC must be notified of any aircraft changes occurring during the policy period.  
Binding will be subject to employee confirmation, account holder name and TPA address.



## Board of Education Decatur Public School District #61

<b>Date:</b> June 24, 2025	<b>Subject:</b> School Improvement Plans
<b>Initiated By:</b> Mary Brady & Dr. Edwin Robinson, P-12 Directors of Teaching & Learning	<b>Attachments:</b> School Improvement Plans for the following schools: Baum, Dansby, Dennis Lab, Franklin Grove, Hope Academy, Johns Hill, MAP, Muffley, Parsons, South Shores, SDMS, Eisenhower, and MacArthur
<b>Reviewed By:</b> Dr. Larry Gray, Assistant Superintendent of Teaching & Learning and Dr. Rochelle Clark, Superintendent	

### BACKGROUND INFORMATION:

The Illinois State Board of Education expects all schools to implement and sustain an improvement process designed to ensure equitable outcomes for all students. All school districts receiving Title I federal funding must have an approved Title I District Plan (Local Educational Plan) on file at the Interactive Illinois Report Card (IIRC) prior to receiving Title I funds. A step in this compliance effort is also making the Board of Education aware of each school required to provide a plan and approving the submission of the plan to the State. Assistance with Developing and/or implementing a school improvement plan has been provided by DPS Department of Teaching and Learning along with the Finance Department, specifically Grants Management. Each school's plan provides data and next steps needed to support academic achievement. Unless stated otherwise, plans approved by ISBE will be considered acceptable but fluid documents.

### CURRENT CONSIDERATIONS:

The School Improvement Plans serve as a narrative that identifies the processes, programs, and policies that outline how the school will utilize the cycle of continuous improvement based on their ESSA summative designation from the 2022-2023 school year Commendable (1) schools, Targeted (2) schools, Comprehensive (4) schools and Intensive (5) schools. Johns Hill Magnet began their continuous improvement cycle after being identified as Targeted in the 2023-2024 school year. These plans guide the professional development, instructional delivery, and interventions for each school and as such are documents that do not remain static but are updated, reviewed, and revised as needed. The cycle of continuous school improvement is 4 years. Each school is required to have an academic goal centered on Reading (English Language Arts) and one on improving Mathematics. As a note, the academic goals, action steps and budget are for the 2025-2026 school year only.

### FINANCIAL CONSIDERATIONS:

The School Improvement budgets will support the costs outlined in the School Improvement Plans.

### STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the District 61 School Improvement Plans as presented.

### RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

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



## MISSION

The mission of Decatur Public Schools is to unlock students' unique and limitless potential to achieve their personal aspirations as fully prepared, contributing citizens in a global society.

## VISION

DPS will ensure educational 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



2022-2025

# STRATEGIC PLAN

### GOAL #1 STUDENT EXPERIENCE

*Ensure unique, innovative learning experiences for all students*

### GOAL #2 STUDENT ENVIRONMENTS

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

### GOAL #3 WHOLE STUDENT

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

### GOAL #4 STAFF

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

### GOAL #5 COMMUNITY

*Create and foster mutually beneficial relationships throughout the community*

## 2025-2026 SMART GOALS

## BAUM ELEMENTARY

## SMART GOALS

### Goal #1

By May 2026 (Spring - Spring), students will demonstrate 5% growth at or above the Low-Risk Benchmark (~ 40%tile) as indicated by Fastbridge eReading/aReading assessments. (44.3% to 49.3%).

### Goal #2

By May 2026 (Spring - Spring), students will demonstrate 5% growth at or above the Low-Risk Benchmark (~ 40%tile) as indicated by Fastbridge eReading/aReading assessments. (44.3% to 49.3%).





## MISSION

The mission of Decatur Public Schools is to unlock students' unique and limitless potential to achieve their personal aspirations as fully prepared, contributing citizens in a global society.

## VISION

DPS will ensure educational 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



2022-2025

# STRATEGIC PLAN

### GOAL #1 STUDENT EXPERIENCE

*Ensure unique, innovative learning experiences for all students*

### GOAL #2 STUDENT ENVIRONMENTS

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

### GOAL #3 WHOLE STUDENT

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

### GOAL #4 STAFF

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

### GOAL #5 COMMUNITY

*Create and foster mutually beneficial relationships throughout the community*

## 2025-2026 SMART GOALS

## FRANKLIN GROVE ELEMENTARY SCHOOL

## SMART GOALS

### Goal #1

By Spring 2026 Franklin Grove will increase ELA achievement by 5% as measured by Fastbridge (K-5) and STAR (6). Fastbridge will be measured at the Low Risk Benchmark (40th percentile) and STAR at the Low Risk Benchmark (40th percentile). Spring 2025 data for Fastbridge indicated 17.5% of students were at the Low Risk Benchmark (~40%tile).

### Goal #2

By Spring 2026 Franklin Grove will increase Math achievement by 5% as measured by Fastbridge (K-5) and STAR (6). Fastbridge will be measured at the Low Risk Benchmark (40th percentile) and STAR at the Low Risk Benchmark (40th percentile). Spring 2025 data for Fastbridge indicated 20.2% of students were at the Low Risk Benchmark (~40%tile).

### Goal #3

By Spring 2026 decrease office referrals by 5% as indicated in Skyward from 2024-2025 SY-545 referrals.





## MISSION

The mission of Decatur Public Schools is to unlock students' unique and limitless potential to achieve their personal aspirations as fully prepared, contributing citizens in a global society.

## VISION

DPS will ensure educational 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

2022-2025

# STRATEGIC PLAN

### GOAL #1 STUDENT EXPERIENCE

*Ensure unique, innovative learning experiences for all students*

### GOAL #2 STUDENT ENVIRONMENTS

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

### GOAL #3 WHOLE STUDENT

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

### GOAL #4 STAFF

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

### GOAL #5 COMMUNITY

*Create and foster mutually beneficial relationships throughout the community*



## 2025-2026 SMART GOALS

## MUFFLEY ELEMENTARY

## SMART GOALS

### Goal #1

By Spring 2026, Muffley Elementary School students at the low-risk benchmark will increase reading performance by 5% (Spring 2025 35.4% to Spring 2026 40.4%) as measured by FastBridge Reading Assessments, and STAR assessment (6th).

### Goal #2

By Spring 2026, Muffley Elementary School students at the low-risk benchmark will increase math performance by 5% (Spring 2025 42.5% to Spring 2026 47.5%) as measured by FastBridge math assessments and STAR assessment (6th).

### Goal #3

By Spring 2026, Muffley Elementary School students grades 2-6 will increase the average number of correct writing sequences from 15 to 19 according to the District Writing Assessment- Correct Writing Sequence measure.



## MISSION

The mission of Decatur Public Schools is to unlock students' unique and limitless potential to achieve their personal aspirations as fully prepared, contributing citizens in a global society.

## VISION

DPS will ensure educational 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



2022-2025

# STRATEGIC PLAN

### GOAL #1 STUDENT EXPERIENCE

*Ensure unique, innovative learning experiences for all students*

### GOAL #2 STUDENT ENVIRONMENTS

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

### GOAL #3 WHOLE STUDENT

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

### GOAL #4 STAFF

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

### GOAL #5 COMMUNITY

*Create and foster mutually beneficial relationships throughout the community*

## 2025-2026 SMART GOALS

## PARSONS ELEMENTARY

## SMART GOALS

### Goal #1

Parsons Elementary will increase the FastBridge aReading and Early Reading from 29% above the lowest risk benchmark to 34% above the lowest risk benchmark, which results in at least a 5% increase from Spring 2025 to Spring 2026.

### Goal #2

Parsons Elementary will increase the FastBridge aMath and Early Math from 33% above the lowest risk benchmark to 38% above the lowest risk benchmark, which results in at least a 5% increase from Spring 2024 to Spring 2025.

### Goal #3

Parsons Elementary School will decrease office referrals by 10% from 681 office referrals to 612 or less referrals.



## MISSION

The mission of Decatur Public Schools is to unlock students' unique and limitless potential to achieve their personal aspirations as fully prepared, contributing citizens in a global society.

## VISION

DPS will ensure educational 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

2022-2025

# STRATEGIC PLAN

### GOAL #1 STUDENT EXPERIENCE

*Ensure unique, innovative learning experiences for all students*

### GOAL #2 STUDENT ENVIRONMENTS

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

### GOAL #3 WHOLE STUDENT

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

### GOAL #4 STAFF

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

### GOAL #5 COMMUNITY

*Create and foster mutually beneficial relationships throughout the community*



## 2025-2026 SMART GOALS

## SOUTH SHORES ELEMENTARY

## SMART GOALS

### Goal #1

South Shores Elementary School will increase ELA achievement in grades K-6 by 5% in the Spring 2026 benchmark as measured on Fastbridge earlyReading (K-1), aReading (2-5), and STAR (6) assessments. (27.6% to 32.6%)

### Goal #2

South Shores Elementary School will increase Math achievement in grades K-6 by the Spring 2026 benchmark as measured on Fastbridge (K-5) aMath, (2-6) assessment, STAR (6) (27.5% to 32.5%)



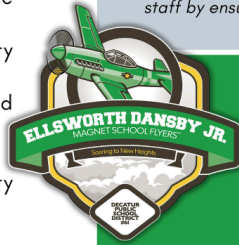
## MISSION

The mission of Decatur Public Schools is to unlock students' unique and limitless potential to achieve their personal aspirations as fully prepared, contributing citizens in a global society.

## VISION

DPS will ensure educational 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



2022-2025

# STRATEGIC PLAN

### GOAL #1 STUDENT EXPERIENCE

*Ensure unique, innovative learning experiences for all students*

### GOAL #2 STUDENT ENVIRONMENTS

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

### GOAL #3 WHOLE STUDENT

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

### GOAL #4 STAFF

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

### GOAL #5 COMMUNITY

*Create and foster mutually beneficial relationships throughout the community*

## 2025-2026 SMART GOALS

# ELLSWORTH DANSBY JR. MAGNET SCHOOL

## SMART GOALS

### Goal #1

By May of 2026, all K-8 students at Ellsworth Dansby Jr Magnet School will increase Reading performance at the Lowest Risk Benchmark/At-Above Benchmark by 5%, from 34.8% to 39.8% as measured by Fastbridge Early Reading (K-1), Fastbridge aReading (2-5) and STAR (6-8) benchmark assessments.

### Goal #2

By May of 2026, all K-8 students at Ellsworth Dansby Jr. Magnet School will increase Math performance at the Lowest Risk Benchmark/At-Above Benchmark by 5%, from 30% to 35% as measured by Fastbridge Early Math (K-1), Fastbridge aMath (2-5) and STAR (6-8) benchmark assessments.



## MISSION

The mission of Decatur Public Schools is to unlock students' unique and limitless potential to achieve their personal aspirations as fully prepared, contributing citizens in a global society.

## VISION

DPS will ensure educational 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



2022-2025

# STRATEGIC PLAN

### GOAL #1 STUDENT EXPERIENCE

*Ensure unique, innovative learning experiences for all students*

### GOAL #2 STUDENT ENVIRONMENTS

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

### GOAL #3 WHOLE STUDENT

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

### GOAL #4 STAFF

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

### GOAL #5 COMMUNITY

*Create and foster mutually beneficial relationships throughout the community*

## 2025-2026 SMART GOALS

## DENNIS LAB SCHOOL

## SMART GOALS

### Goal #1

**By May 2026, students will demonstrate 5% growth at or above the Low-Risk Benchmark (~ 40%tile) as indicated by Fastbridge eReading/aReading and STAR assessments. (34.8% to 39.8%).**

### Goal #2

**By May 2026 (Spring - Spring), students will demonstrate 5% growth at or above the Low-Risk Benchmark (~ 40%tile) as indicated by Fastbridge eReading/aReading and STAR assessments (35.7% to 40.7%)**

### Goal #3

**By the end of the academic year, 90% of students will demonstrate improved emotional regulation skills by accurately identifying their emotions and employing at least three healthy coping strategies, as measured by self-report surveys and teacher observations**



## MISSION

The mission of Decatur Public Schools is to unlock students' unique and limitless potential to achieve their personal aspirations as fully prepared, contributing citizens in a global society.

## VISION

DPS will ensure educational 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

2022-2025

# STRATEGIC PLAN

### GOAL #1 STUDENT EXPERIENCE

*Ensure unique, innovative learning experiences for all students*

### GOAL #2 STUDENT ENVIRONMENTS

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

### GOAL #3 WHOLE STUDENT

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

### GOAL #4 STAFF

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

### GOAL #5 COMMUNITY

*Create and foster mutually beneficial relationships throughout the community*



## 2025-2026 SMART GOALS

# HOPE ACADEMY

## SMART GOALS

### Goal #1

**By May 2026, there will be an increase in math scores of 5% of students at the 30th percentile as measured by Fastbridge and STAR. (18.2% to 23.2%)**

### Goal #2

**By May 2025, there will be an increase of Reading scores of 5% of students at the 30th percentile as measured by Fastbridge and STAR. (16.1% to 21.1%)**





## MISSION

The mission of Decatur Public Schools is to unlock students' unique and limitless potential to achieve their personal aspirations as fully prepared, contributing citizens in a global society.

## VISION

DPS will ensure educational 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

2022-2025

# STRATEGIC PLAN

### GOAL #1 STUDENT EXPERIENCE

*Ensure unique, innovative learning experiences for all students*

### GOAL #2 STUDENT ENVIRONMENTS

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

### GOAL #3 WHOLE STUDENT

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

### GOAL #4 STAFF

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

### GOAL #5 COMMUNITY

*Create and foster mutually beneficial relationships throughout the community*



## 2025-2026 SMART GOALS

## JOHNS HILL MAGNET SCHOOL

## SMART GOALS

### Goal #1

By Spring 2025 Johns Hill Magnet School will increase reading performance by 5% as measured by Fastbridge (K-5) and STAR (6-8). Fastbridge will be measured at the Low Risk Benchmark (~40%tile) and STAR at the benchmark (40%tile). Spring data for Fastbridge indicated 35.2% of students were at the Low Risk Benchmark (~40%tile).. (35.2% Spring 2025 to 40.2% Spring 2026)

### Goal #2

By Spring 2025 Johns Hill Magnet School will increase math performance by 5% as measured by Fastbridge (K-5) and STAR (6-8). Fastbridge will be measured at the Low Risk Benchmark (~40%tile) and STAR at the benchmark (40%tile). Spring data for Fastbridge indicated 37.3% of students were at the Low Risk Benchmark (~40%tile).. (37.3% Spring 2025 to 42.3% Spring 2026)



## MISSION

The mission of Decatur Public Schools is to unlock students' unique and limitless potential to achieve their personal aspirations as fully prepared, contributing citizens in a global society.

## VISION

DPS will ensure educational 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

2022-2025

# STRATEGIC PLAN

### GOAL #1 STUDENT EXPERIENCE

*Ensure unique, innovative learning experiences for all students*

### GOAL #2 STUDENT ENVIRONMENTS

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

### GOAL #3 WHOLE STUDENT

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

### GOAL #4 STAFF

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

### GOAL #5 COMMUNITY

*Create and foster mutually beneficial relationships throughout the community*



## 2025-2026 SMART GOALS

## MONTESSORI ACADEMY FOR PEACE

## SMART GOALS

### Goal #1

**Montessori Academy for Peace will increase ELA achievement in Grades K-8 by the Spring 2025 benchmark as measured on Fastbridge Reading Assessment to 58.4% of students at the low risk benchmark. (53.4% to 58.4%)**

### Goal #2

**Montessori Academy for Peace will increase Math achievement in grades K-8 by the Spring of 2025 benchmark as measured on Fastbridge Math Assessment to 53% of students at the low risk benchmark. (48% to 53%)**





## MISSION

The mission of Decatur Public Schools is to unlock students' unique and limitless potential to achieve their personal aspirations as fully prepared, contributing citizens in a global society.

## VISION

DPS will ensure educational 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



2022-2025

# STRATEGIC PLAN

### GOAL #1 STUDENT EXPERIENCE

*Ensure unique, innovative learning experiences for all students*

### GOAL #2 STUDENT ENVIRONMENTS

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

### GOAL #3 WHOLE STUDENT

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

### GOAL #4 STAFF

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

### GOAL #5 COMMUNITY

*Create and foster mutually beneficial relationships throughout the community*

## 2025-2026 SMART GOALS

## STEPHEN DECATUR MIDDLE SCHOOL

## SMART GOALS

### Goal #1

**By May 2026 Increase reading performance at the lowest risk benchmark by 5% (23.3 to 28.3%) as measured by STAR assessment.**

### Goal #2

**By May 2026 Increase math performance for low risk benchmark testing by 5%(17.4 to 22.4%) as measured by STAR assessment.**



## MISSION

The mission of Decatur Public Schools is to unlock students' unique and limitless potential to achieve their personal aspirations as fully prepared, contributing citizens in a global society.

## VISION

DPS will ensure educational 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

2022-2025

# STRATEGIC PLAN

### GOAL #1 STUDENT EXPERIENCE

*Ensure unique, innovative learning experiences for all students*

### GOAL #2 STUDENT ENVIRONMENTS

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

### GOAL #3 WHOLE STUDENT

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

### GOAL #4 STAFF

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

### GOAL #5 COMMUNITY

*Create and foster mutually beneficial relationships throughout the community*



## 2025-2026 SMART GOALS

## EISENHOWER HIGH SCHOOL

## SMART GOALS

### Goal #1

**By the end of the 25-26 academic year, we aim to increase the percentage of students reaching the 40th percentile in English and Math proficiency on the STAR assessment to 42% in English and 34% in Math.**

### Goal #2

**By May 2026, the 24-25 EHS Freshman Cohort will end the school year with 73% of student on track for graduation compared to 63% in the previous year.**

### Goal #3

**At the conclusion of the 2025-2026 school year, Eisenhower will increase the 4 year graduation rate from 68% to 72%.**



## MISSION

The mission of Decatur Public Schools is to unlock students' unique and limitless potential to achieve their personal aspirations as fully prepared, contributing citizens in a global society.

## VISION

DPS will ensure educational 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

2022-2025

# STRATEGIC PLAN

### GOAL #1 STUDENT EXPERIENCE

*Ensure unique, innovative learning experiences for all students*

### GOAL #2 STUDENT ENVIRONMENTS

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

### GOAL #3 WHOLE STUDENT

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

### GOAL #4 STAFF

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

### GOAL #5 COMMUNITY

*Create and foster mutually beneficial relationships throughout the community*



## 2025-2026 SMART GOALS

## MACARTHUR HIGH SCHOOL

## SMART GOALS

### Goal #1

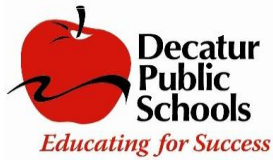
**MacArthur High School will increase the number of students above the low risk benchmark by 5% from Fall to Spring using STAR Reading assessment. (53.7% to 58.7%)**

### Goal #2

**MacArthur High School will increase students above the low risk benchmark by 5% using STAR Math assessment. (46.6% to 51.6%)**

### Goal #3

**MacArthur High School will improve its attendance rate by 4% (88% to 92%)**



## Board of Education Decatur Public School District #61

<b>Date:</b> June 24, 2025	<b>Subject:</b> DecisionEd Group Inc
<b>Initiated By:</b> Eldon Conn, Director of Student Services	<b>Attachments:</b> DecisionEd Group, Inc Invoice
<b>Reviewed By:</b> Dr. Jay Marino, Assistant Superintendent of Support Services, and Dr. Rochelle Clark, Superintendent	

### **CURRENT CONSIDERATIONS:**

This is the annual license fee for our comprehensive data warehouse software. Our data warehouse integrates data from a variety of other data systems (Skyward, PSAT, IAR, AP, etc.) into a single space for streamlined, single sign-on access to data dashboards, customized reporting and predictive analytics.

### **FINANCIAL CONSIDERATIONS:**

The total of this quote is 27,745.00. the funding for this will come from pre-allocated funds from the 2025-2026 FY Budget.

### **STAFF RECOMMENDATION:**

The Administration respectfully requests the Board of Education approve the DecisionEd Group Inc. Renewal in the amount of \$27,745.00 for 2025-2026 School Year as presented.

### **RECOMMENDED ACTION:**

- ☒ Approval
- ☐ Information
- ☐ Discussion

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

DecisionEd Group, Inc

9901 Valley Ranch Pway East  
Suite 1060  
Irving, TX 75063

Invoice

Date	Invoice #
5/29/2025	3792

Bill To
Decatur Public Schools 300 East El Dorado Street Decatur, IL 62523

P.O. No.	Support Period
	8/2025-7/2026

Quantity	Description	Rate	Amount
1	Annual support DecisionEd XJ1 performance management	27,745.00	27,745.00
		Total	\$27,745.00