



DECATUR PUBLIC SCHOOL DISTRICT #61
BOARD OF EDUCATION
AGENDA

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

June 25, 2024
5:00 PM Open Session
Closed Session Immediately Following
6:30 PM Open Session Reconvened

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

Strategic Plan Mission:

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

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

The Board of Education Parameters that Guide Our Work:

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

AI 1.0 CALL TO ORDER

CALL FOR EXECUTIVE SESSION

The Board of Education will meet in Closed Executive Session to 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.

Roll Call

IO 2.0 PLEDGE OF ALLEGIANCE

AI 3.0 APPROVAL OF AGENDA JUNE 25, 2024

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.

PLEASE SILENCE ALL ELECTRONIC DEVICES

Page 1

DI 5.0 BOARD COMMITTEE REPORTS

- Finance Committee Report

BOARD DISCUSSION

IO 6.0 REPORTS FROM ADMINISTRATION

- A. Cartwheel Mental Health Services
- B. First Read: Updates to Cell Phone Policy and Survey Results

AI 7.0 CONSENT ITEMS

- A. Minutes: Open/Closed Meetings June 11, 2024
- B. Release of June 2024 Checks Early
- C. Financial Conditions Report
- D. Treasurer's Report
- E. FY25 Ancillary Wages
- F. Annual Power School Agreement
- G. School Specialty Backpacks with Supplies and Hygiene Kits

AI 8.0 ROLL CALL ACTION ITEMS

- A. Personnel Action Items
- B. Superintendent of Schools Contract
- 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. Cartwheel Mental Health Services Three-Year Agreement
- F. K – 8 School Supply Boxes
- G. Navigate360 One-Time Risk Assessment

IO 9.0 ANNOUNCEMENTS

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

Jayden Ledon Meiring, who passed away Saturday, June 15, 2024. Jayden was a Macon-Piatt Special Education Student at Stephen Decatur Middle School.

Shannon Dawn Mittleman, who passed away Tuesday, June 18, 2024. Mrs. Mittleman was a former Science and Social Studies Curriculum Coordinator for Decatur Public Schools and the Director of the Decatur Teacher Education Pipeline through Illinois State University.

IO 10 IMPORTANT DATES

- July** 04 Independence Day Holiday
 - **District Offices are Closed**
- 09 Special OPEN Session Board of Education Meeting
 - 4:30 PM, 1st Floor Board Room

Additional Reminders & Upcoming Dates

Please see the attached Multicultural flyer with upcoming dates. If any questions regarding the information, please contact Jeff Dase, Assistant Superintendent of Diversity, Equity & Inclusion at jdase@dps61.org and/or 217 362-3013.

Please Note: The Keil Administration Building summer hours will be 8:00 AM to 4:30 PM Monday through Thursday, until Friday, August 02, 2024. **The Keil Building will be CLOSED to the public EVERY FRIDAY from now through August 02, 2024.** The Keil Building will re-open on Fridays to the public on Monday, August 05, 2024.

NEXT MEETING

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, July 16, 2024 at the Keil Administration Building.

AI 11.0 ADJOURNMENT



Decatur Public Schools
Educating for Success

**A Partnership for Mental Health Solutions
(for students and staff)**

**Board of Education Meeting
June 25, 2024**





What is Cartwheel?

Mission

Cartwheel is a trusted mental health partner to schools, students, and families.

Beliefs

Every student deserves mental health support

- No waitlists (24hr from initial referral to first conversation w/ family)
- Regardless of insurance
- At convenient time
- In their preferred language
- Using evidence-based practices

How Does Cartwheel Work?

Cartwheel CARE

Direct care with no waitlists

- 1-1 evidence-based theory
- Psychiatric evaluations
- Medication management
- Intensive Outpatient Program
- Family therapy
- 8a.m. - 8p.m. + weekends
- 10 languages

Cartwheel CONNECT

Wraparound support for families and school teams

- 1-1 Bilingual case manager for every family
- Consultation on student cases
- Advising for IEP meetings
- Parent & family webinars
- Clinical services for faculty and staff



Benefits for DPS 61:

Multi Tiered System of Supports (MTSS)- Each school has an MTSS team that reviews the academic, social, emotional and behavioral needs of each student and recommends specific/different levels of interventions for each student.

Cartwheel will be a great partner and an extra level of support for our district in the following areas:

- 1. Social, Emotional, Behavioral & Mental Health Needs (MTSS Process Referrals)
- 1. Chronic Truants/Absentee Students
- 1. Expulsions (With or Without Stay)
- 1. Staff Emotional/Mental Health Support (Direct clinical services for DPS faculty & staff)

***** Cartwheel is in network for 100% of insurance programs in Illinois including Blue Cross Blue Shield and Medicaid.**

Student Expulsion Support

- * **Cartwheel can offer a social/emotional/mental health assessment.**
- * **If the assessment determines a treatment plan is needed, as a district this would give us the ability to offer our possible expulsion candidates and/or expelled students treatment.**
- * **Students can complete these sessions at home or anywhere they're most comfortable since Cartwheel is a virtual platform.**
- * **If during treatment Cartwheel feels the need to involve the family they will (either for family therapy or just as a support for their student).**
- * **Cartwheel case manager will continue to communicate with the district and school team to provide identified supports to these students and families.**

Chronic Truant/Absent Student Support

- * **Cartwheel will do assessments on students identified as chronic truants from the district.**
- * **Identify underlying issues that prevent students from coming to school (anxiety, caring for siblings, social emotional needs, etc.).**
- * **Cartwheel will work with the student and family as needed to help them overcome any obstacles that are preventing them from regularly attending school.**
- * **Cartwheel case manager will continue to communicate with the district and school team to provide identified supports to these students and families.**

Social Emotional Behavioral Mental Support

- * **Students in crisis (Currently we use IRIS to make referrals to Heritage, Crossing, other organizations that are available).**
- * **Cartwheel can assess students in a timely manner if other agencies are overworked, understaffed, etc.**
- * **Cartwheel will put together treatment plans using their psychiatrists and licensed clinicians to get treatment for these students in a timely manner.**
- * **Cartwheel case manager will continue to communicate with the district and school team to provide identified supports to these students and families.**
- * **Cartwheel is another layer of support, in addition to our local partner organizations (Cartwheel does not “replace” current service partners).**

Cartwheel Partnerships



SIX states served by Cartwheel today.



100 school districts and charter school partners.



100% of district renew their Cartwheel contracts.

Illinois School Districts-Bloomington (District 87), Peoria (District 150), North Shore (District 112), Zion (District 6), Mascoutah (District 19), McLean County (District 5), Pleasant Valley (District 62)



DPS connected with Bloomington SD and they couldn't say enough good things about this partnership. In her time as the programs coordinator this was probably the best purchase they've made.

DPS Cartwheel Team



Juliana Chen, MD Child Psychiatrist

Child psychiatrist with 15 years experience working with students and families.



Licensed Therapists LCSW, LCPC, LPC, PsyD, PhD

Multilingual team of licensed clinicians with decades of experience serving students.



Briana Rocha PROFESSIONAL CASE MANAGER

Partner to families throughout care. Fluent in Spanish and Portuguese.



HB 4586 / DPS Compliance



Beginning with the 2025-2026 school year, each school district shall:

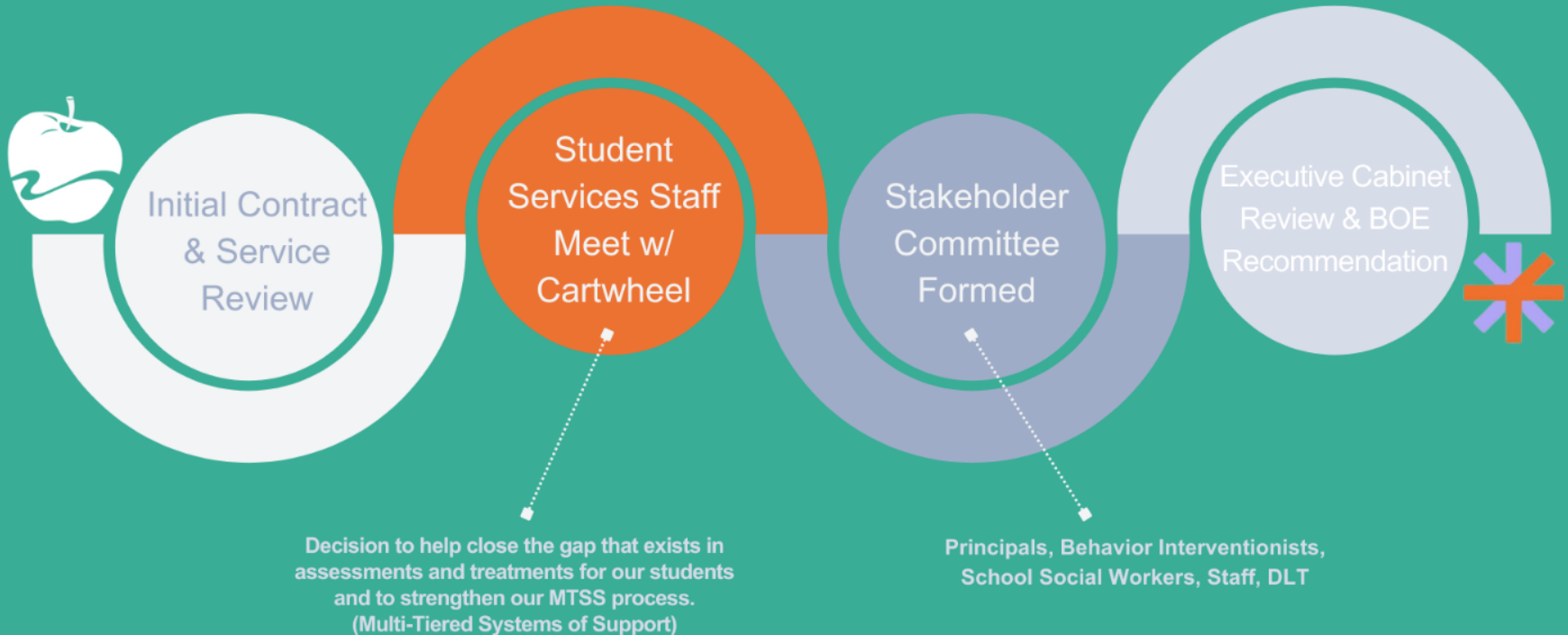
(1) notify the parents or guardians of each student enrolled in the school district about any mental health services available in the school in which the student is enrolled, in the school district, or in the community where the school is located; and

(2) notify each student enrolled in the school district who is 12 years of age or older of specified information in an age and developmentally appropriate manner.

A school district shall provide the notifications (a) at the time of enrollment for students enrolling in the school district for the first time, prior to November 1 of each school year, and after January 1 but prior to March 1 of each school year.



Investigation, Review, and Recommendation Process



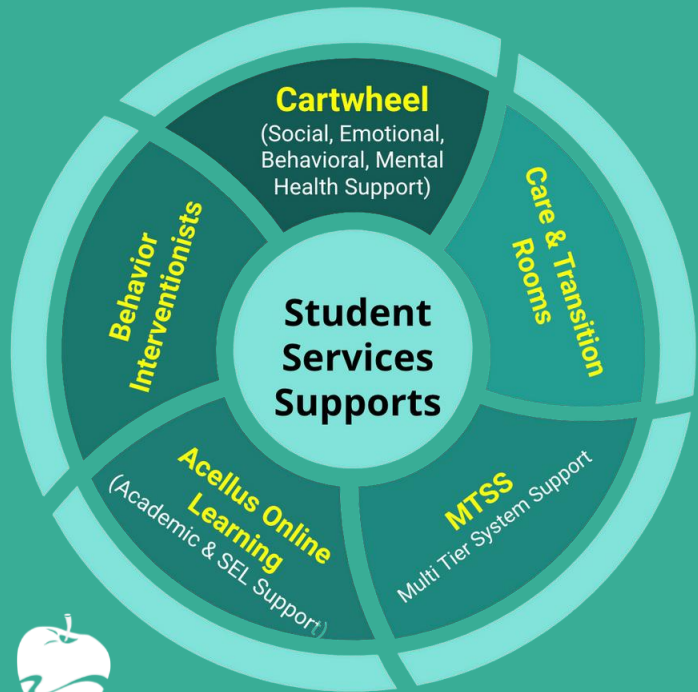


2024-25 Additional Student Services

Transition Rooms - Cartwheel Care



Comprehensive Student Services Delivery Model



Cartwheel fills a void in the student mental health solutions.

Provides a trusted mental health partner.

Helps kids and families get back on their feet when they're struggling.

Help schools increase Multi-Tiered Systems of Support to catch more kids before they fall.

Provides a robust wrap-around service for struggling students.





Cartwheel



Decatur Public Schools
Educating for Success

Questions?



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 causes of a student's misbehavior and provide opportunities for all individuals involved in an incident to participate in its resolution; and (5) teach students positive behavioral skills to become independent, self-disciplined citizens in the school community and society.

When and Where Conduct Rules Apply

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

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

Prohibited Student Conduct

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

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

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

- 4. Using, possessing, controlling, or transferring a *weapon* as that term is defined in the **Weapons** section of this policy, or violating the **Weapons** section of this policy.
- 5. Using or possessing an electronic paging device. Using a cellular telephone, video recording device, personal digital assistant (PDA), or other electronic device in any manner that disrupts the educational environment or violates the rights of others, including using the device to take photographs in locker rooms or bathrooms, cheat, or otherwise violate student conduct rules. Prohibited conduct specifically includes, without limitation, creating, sending, sharing, viewing, receiving, or possessing an indecent visual depiction of oneself or another person through the use of a computer, electronic communication device, or cellular phone. Unless otherwise banned under this policy or by the Building Principal, all electronic devices must be kept powered-off or silenced and out-of-sight during the regular school day unless: (a) the supervising teacher grants permission; (b) use of the device is provided in a student's individualized education program (IEP); (c) it is used during the student's lunch period, or (d) it is needed in an emergency that threatens the safety of students, staff, or other individuals.
- 6. Using or possessing a laser pointer unless under a staff member's direct supervision and in the context of instruction.
- 7. Disobeying rules of student conduct or directives from staff members or school officials. Examples of disobeying staff directives include refusing a District staff member's request to stop, present school identification, or submit to a search.
- 8. Engaging in academic dishonesty, including cheating, intentionally plagiarizing, wrongfully giving or receiving help during an academic examination, altering report cards, and wrongfully obtaining test copies or scores.
- 9. Engaging in hazing or any kind of bullying or aggressive behavior that does physical or psychological harm to a staff person or another student, or urging other students to engage in such conduct. Prohibited conduct specifically includes, without limitation, any use of violence,

intimidation, force, noise, coercion, threats, stalking, harassment, sexual harassment, public humiliation, theft or destruction of property, retaliation, hazing, bullying, bullying using a school computer or a school computer network, or other comparable conduct.

10. Engaging in any sexual activity, including without limitation, offensive touching, sexual harassment, indecent exposure (including mooning), and sexual assault. This does not include the non-disruptive: (a) expression of gender or sexual orientation or preference, or (b) display of affection during non-instructional time.
11. Teen dating violence, as described in Board policy 7:185, *Teen Dating Violence Prohibited*.
12. Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person's personal property.
13. Entering school property or a school facility without proper authorization.
14. In the absence of a reasonable belief that an emergency exists, calling emergency responders (such as calling 911); signaling or setting off alarms or signals indicating the presence of an emergency; or indicating the presence of a bomb or explosive device on school grounds, school bus, or at any school activity.
15. Being absent without a recognized excuse; State law and Board of Education policy regarding truancy control will be used with chronic and habitual truants.
16. Being involved with any public school fraternity, sorority, or secret society, by: (a) being a member; (b) promising to join; (c) pledging to become a member; or (d) soliciting any other person to join, promise to join, or be pledged to become a member.
17. Being involved in gangs or gang-related activities, including displaying gang symbols or paraphernalia.
18. Violating any criminal law, including but not limited to, assault, battery, arson, theft, gambling, eavesdropping, vandalism, and hazing.
19. Making an explicit threat on an Internet website against a school employee, a student, or any school-related personnel if the Internet website through which the threat was made is a site that was accessible within the school at the time the threat was made or was available to third parties who worked or studied within the school grounds at the time the threat was made, and the threat could be reasonably interpreted as threatening to the safety and security of the threatened individual because of his or her duties or employment status or status as a student inside the school.
20. Operating an unmanned aircraft system (UAS) or drone for any purpose on school grounds or at any school event unless granted permission by the Superintendent or designee.
21. Engaging in any activity, on or off campus, that interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property.

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

Efforts, including the use of 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.

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

The above list of disciplinary measures is a range of options that will not always be applicable in every case. In some circumstances, it may not be possible to avoid suspending or expelling a student because behavioral interventions, other than a suspension and expulsion, will not be appropriate and

available, and the only reasonable and practical way to resolve the threat and/or address the disruption is a suspension or expulsion. 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 shall be expelled for a period of at least one calendar year but not more than 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.

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

Student Handbook

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

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

Incorporated

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

LEGAL REF.:

[20 U.S.C. §6081](#), Pro-Children Act of 1994.

[20 U.S.C. §7961](#) *et seq.*, Gun Free Schools Act.

[105 ILCS 5/2-3.71\(a\)\(7\)](#), [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.

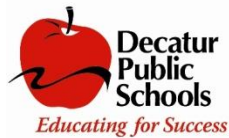
[430 ILCS 66/](#), Firearm Concealed Carry Act.

[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

Decatur Public School District 61



Board of Education Decatur Public School District #61

Date: June 25, 2024	Subject: Release June Checks Early
Initiated By: Dr. Mike Curry, Chief Operational Officer	Attachments: N/A
Reviewed By: Dr. Rochelle Clark, Superintendent	

BACKGROUND INFORMATION:

Each month, the Board approves the agenda of bills at the first meeting of the month, typically the second Tuesday of the month. The bills are for the previous month's invoices and have a printed check date of the last day of the month.

CURRENT CONSIDERATIONS:

The first board meeting in July is the third Tuesday of the month. Since vendors are accustomed to the Board meetings being held on the second Tuesday of the month, the Business Office is requesting the Board's authority to release checks on or before Wednesday, July 10th, the normal day the checks would have been released. The agenda of bills would be brought to the Board to approve retroactively at the July 16th meeting, on the third Tuesday of the month.

FINANCIAL CONSIDERATIONS:

N/A

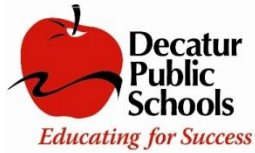
STAFF RECOMMENDATION:

The Administration respectfully requests that the Board authorize the Business Office to release June 2024 checks on or before July 10, 2024 prior to Board retroactive approval on July 16, 2024.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION:_____



Board of Education Decatur Public School District 61

Date: June 25, 2024	Subject: Monthly Financial Conditions Report
Initiated By: Dr. Mike Curry, Chief Operational Officer	Attachments: Financial Conditions Report
Reviewed By: 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 FY24, the Macon-Piatt Special Education District has expended 84.19% of its overall budget; Decatur 61 has expended 79.18% of its overall budget.

As of June 17, 2024, the State Comptroller is holding FY24 ISBE vouchers in the amount of \$3,382,825.73 of which \$2,731,843 is associated with Evidence-Based Funding.

FINANCIAL CONSIDERATIONS:

n/a

STAFF RECOMMENDATION:

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

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

**2023-2024 Decatur Public S.D. #61
Fund Balance Summary -May 31, 2024**

<u>Fund</u>	<u>Fund Balance 07/01/23</u>	<u>Revenues To Date</u>	<u>Expenditures To Date</u>	<u>Net Cash Flow</u>	<u>Change in Fund Balance</u>	<u>Balance 05/31/24</u>	<u>Tentative Balance 06/30/24</u>
DISTRICT # 61							
Education	\$32,361,590	\$116,148,870	\$118,082,553	(\$1,933,683)	\$0	<i>\$30,427,907</i>	\$ 31,755,748
Operation & Maintenance	\$2,003,708	\$7,843,480	\$7,202,649	\$640,830	\$0	<i>\$2,644,538</i>	\$ 1,421,517
Debt Service	\$8,362,339	\$9,069,490	\$7,148,603	\$1,920,887	\$0	<i>\$10,283,227</i>	\$ 10,102,526
Transportation	\$1,867,643	\$8,991,333	\$6,571,027	\$2,420,306	\$0	<i>\$4,287,949</i>	\$ 1,765,832
IMRF	\$427,852	\$4,687,745	\$1,718,570	\$2,969,176	\$0	<i>\$3,397,028</i>	\$ 2,466,441
Social Security/Medicare	\$340,475	\$2,586,694	\$2,074,316	\$512,378	\$0	<i>\$852,853</i>	\$ 244,278
Capital Projects Fund	\$9,140,838	\$2,692,963	\$5,713,436	(\$3,020,472)	\$0	<i>\$6,120,366</i>	\$ 4,295,739
Working Cash	\$6,661,177	\$613,157	\$1,925,000	(\$1,311,843)	\$0	<i>\$5,349,333</i>	\$ 5,391,957
Tort Immunity/Judgment	\$5,219,246	\$3,173,496	\$3,136,678	\$36,818	\$0	<i>\$5,256,065</i>	\$ 4,304,449
Fire Prevention/Safety	\$3,039,779	\$464,337	\$1,541,588	(\$1,077,252)	\$0	<i>\$1,962,528</i>	\$ 1,885,689
<i>Totals District 61</i>	<i>\$69,424,648</i>	<i>\$156,271,565</i>	<i>\$155,114,419</i>	<i>\$1,157,146</i>	<i>\$0</i>	<i>\$70,581,794</i>	<i>\$ 63,634,177</i>
Macon-Piatt Special Ed District	\$7,445,942	\$17,718,799	\$16,720,938	\$997,861	\$0	<i>\$8,443,802</i>	\$ 6,702,903

Macon-Piatt Special Education District
Report Date: May 2024
Financial Condition as of May 31, 2024

Percent of year passed: 92%

	Revenues	Adopted Budget	Pre Audit Y-T-D	Percent Received/Used
12	Education Operation &	19,118,498	17,718,799	92.68%
22	Maintenance	-		0.00%
42	Transportation	-		0.00%
52	IMRF	-		0.00%
		<hr/>		
	IMRF	19,118,498	17,718,799	92.68%
		<hr/> <hr/>		

Expenditures

12	Education Operation &	17,982,473	15,495,233	86.17%
22	Maintenance	384,820	327,809	85.19%
42	Transportation	21,750	9,174	42.18%
52	IMRF	1,472,494	888,722	60.35%
		<hr/>		
	Total Expenditures	19,861,537	16,720,938	84.19%
		<hr/> <hr/>		

Net Cash

Total Revenues	19,118,498	17,718,799	92.68%
Total Expenditures	19,861,537	16,720,938	84.19%
	<hr/>		
Net Cash	(743,039)	997,861	
	<hr/> <hr/>		

Fund Balances

Actual

12	Education	8,443,802
		<hr/> <hr/>

Decatur Public School District #61
Report Date: May 2024
Financial Condition as of May 31, 2024

Percent of year passed: 92%

	Revenues	Budget	Pre Audit Y-T-D	Percent Received/Used	FY 23 Percent Received/Used As Of 6/30/23
10	Education	153,155,690	116,148,870	75.84%	79.78%
20	Operation & Maintenance	7,358,000	7,843,480	106.60%	99.65%
30	Debt Service	9,014,140	9,069,490	100.61%	121.13%
40	Transportation	6,620,891	8,991,333	135.80%	128.68%
50	IMRF	4,556,000	4,687,745	102.89%	137.51%
51	Social Security	2,506,200	2,586,694	103.21%	99.05%
60	Capital Projects	3,130,000	2,692,963	86.04%	74.58%
70	Working Cash	480,780	613,157	127.53%	136.28%
80	Tort Immunity/Judgment	2,909,000	3,173,496	109.09%	101.51%
90	Fire Prevention/Safety	390,581	464,337	118.88%	121.67%
	Total Revenues	190,121,282	156,271,565	82.20%	84.72%

Expenditures

10	Education	153,761,532	118,082,553	76.80%	74.09%
20	Operation & Maintenance	7,940,191	7,202,649	90.71%	97.87%
30	Debt Service	7,273,953	7,148,603	98.28%	101.13%
40	Transportation	6,722,702	6,571,027	97.74%	109.20%
50	IMRF	2,517,411	1,718,570	68.27%	112.52%
51	Social Security	2,602,397	2,074,316	79.71%	109.16%
60	Capital Projects	7,975,099	5,713,436	71.64%	68.61%
70	Working Cash	1,750,000	1,925,000	110.00%	0.00%

80	Tort Immunity/Judgment	3,823,797	3,136,678	82.03%	107.83%
90	Fire Prevention/Safety	<u>1,544,671</u>	<u>1,541,588</u>	99.80%	55.86%
	Total Expenditures	<u>195,911,753</u>	<u>155,114,419</u>	79.18%	78.22%

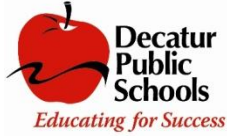
Net Cash

Total Revenues	190,121,282	156,271,565	82.20%
Total Expenditures	<u>195,911,753</u>	<u>155,114,419</u>	79.18%
Net Cash	<u>(5,790,471)</u>	<u>1,157,146</u>	

Fund Balances

Actual

10	Education	30,427,907
20	Operation & Maintenance	2,644,538
30	Debt Service	10,283,227
40	Transportation	4,287,949
50	IMRF	3,397,028
51	Social Security	852,854
60	Capital Projects	6,120,366
70	Working Cash	5,349,333
80	Tort Immunity/Judgment	5,256,065
90	Fire Prevention/Safety	<u>1,962,528</u>
	Total Funds	<u>70,581,794</u>



Board of Education Decatur Public School District #61

Date: June 25, 2024	Subject: Treasurer's Report
Initiated By: Dr. Mike Curry, Chief Operational Officer	Attachments: Treasurer's Report – May 2024
Reviewed By: 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, 2024.

CURRENT CONSIDERATIONS:

N/A

FINANCIAL CONSIDERATIONS:

N/A

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Treasurer's Report for May 2024 as presented.

RECOMMENDED ACTION:

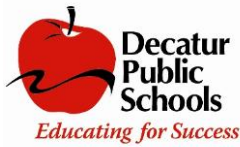
- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION:_____

DECATUR PUBLIC SCHOOL DISTRICT #61
UNAUDITED TREASURER'S REPORT
MAY 2024

	Cash/Investments as of 04/30/24	Receipts	Disbursements	Change/Interest	Cash/Investments as of 05/31/24
Education	47,579,254.38	11,608,963.42	21,142,672.97	359.50	38,045,904.33
Operations & Maintenance	2,149,286.15	1,402,059.30	901,041.13		2,650,304.32
Debt Service	11,590,894.73	80,607.31	1,326,543.75		10,344,958.29
Transportation	3,257,382.53	1,685,961.62	921,977.52		4,021,366.63
IMRF	3,574,543.57	23,635.51	192,763.56		3,405,415.52
Social Security	1,141,757.68	8,111.51	290,160.55		859,708.64
Capital Projects	5,274,220.60	1,029,344.81	152,870.21		6,150,695.20
Working Cash	5,342,268.76	39,357.94	0.00		5,381,626.70
Tort/Judgment Immunity	5,235,982.50	38,878.25	284,934.97		4,989,925.78
Fire Prevention & Safety	1,958,664.07	13,993.34	260.42		1,972,396.99
Macon-Piatt Special Education	8,714,826.88	2,119,567.78	2,359,354.16		8,475,040.50
Activities	580,136.99	38,249.06	28,615.10		589,770.95
	96,399,218.84	18,088,729.85	27,601,194.34	359.50	86,887,113.85

Dr. Mike Curry 06/14/24



Board of Education Decatur Public School District #61

Date: June 25, 2024	Subject: Ancillary Wages 2024 - 2025
Initiated By: Monica Wilks, Director of Human Resources and Deanne Hillman, Interim Director of Human Resources	Attachments: Ancillary Wages 2024 - 2025
Reviewed By: Dr. Rochelle Clark, Superintendent	

BACKGROUND INFORMATION:

Ancillary wages are updated periodically as changes are needed.

CURRENT CONSIDERATIONS:

Proposed changes to Ancillary Wages for 2024-2025 are being recommended by administration to remain competitive, as minimum wage increase yearly, and to increase hiring for hard to fill areas.

Ancillary Wages will go into effect on July 1, 2024.

FINANCIAL CONSIDERATIONS:

The respective increased costs will be paid from the position's appropriate fund.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Amended Ancillary Wages for 2024-2025 School Year as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

FY 2024-25 Rate of Pay: Flat Rate Short-term Ancillary Employees

Category	Daily/Hourly	Rate 2024-2025
Substitute Assistant	H	\$18.00 \$15.00
Substitute Clerical	H	\$18.00 \$15.00
Substitute Security	H	\$18.00 \$15.00
Substitute Liaison	H	\$18.00 \$15.00
Substitute Crossing Guard	H	\$18.00 \$15.00
Substitute Teacher Daily	D	\$150.00
Substitute Teacher – Long term in single position*	D	\$185.00
Non-Degree Short-Term Substitute (may not exceed 5 consecutive days in a single position)	D	\$105.00
Vacant Teaching Position – Long term in single position	D	\$255.00
Substitute School Nurse	D	\$140.00
Substitute ISBE Certified Nurse	D	\$150.00
Substitute Assistant Principal	D	\$275.00 \$225.00
Substitute Principal	D	\$400.00
Interim District Leadership Team	D	\$500.00
Substitute Custodian	H	\$18.00 \$15.00
Substitute Custodian-Retired	H	Step 1 of custodian wage schedule
Substitute Teamster	H	\$18.00 \$15.00
Special Education (MPSED)		
Vacant Position: Licensed Social Worker, Speech, Psychologist	D	\$325.00 \$300.00
Substitute Special Education Administrator	D	\$325.00 \$300.00
After Hour Athletic Events		
Game Day Personnel – Operations	H	\$20.00 \$15.00
Game Day Personnel - Score Board Operator / Score Keeper	H	\$20.00 \$15.00
Game Day Personnel - Gym Manager	H	\$20.00 \$15.00
Track Timer (Trained)	D	\$225.00 \$150.00
Cross Country Timer (Trained)	D	\$225.00 \$150.00
Miscellaneous		
Hearing Officer	D	\$250.00
Intern	H	\$18.00 \$15.00
Bus Supervisor	H	\$18.00 \$15.00
Home Study	H	\$33.00
Crossing Guards	H	\$18.00 \$15.00
Police Liaison Officer	H	\$50.00
Hourly Certified Substitute	H	\$33.00
Hourly Non-Certified Summer School Substitute	H	\$30.00

*Long term and extended are defined as 30 days.



Board of Education Decatur Public School District #61

Date: June 25, 2024	Subject: Annual Power School (Talent Ed Perform, Records and Sync – Formerly People Admin) Agreement
Initiated By: Monica L Wilks, Director of Human Resources	Attachments: Annual Quote from Power School for Talent Ed Perform, Records and Sync
Reviewed By: Dr. Rochelle Clark, Superintendent	

BACKGROUND INFORMATION:

Purchases over \$25,000 require board approval. The Power School annual agreement exceeds this limit.

CURRENT CONSIDERATIONS:

Power School (formerly People Admin) provides the Evaluation and Personnel Management (electronic personnel records) for the district. These programs allow our evaluations and employee records to be maintained online. The district has used Talent Ed Perform for staff evaluations since 2015; Talent Ed Records has been used for new employee records management since 2017.

FINANCIAL CONSIDERATIONS:

The balance due is \$43,234.23. This balance will be paid from the HR Budget, as Title funding can no longer pay for any of the costs associated with this service.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve this annual agreement with Power School in the amount of \$43,234.23 as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____



Invoice

Date 05/28/2024
Invoice# INV399516
Due Date 07/01/2024
Customer ID 10009294

Bill To

Deanne Hillman
Decatur School District 61 - IL
101 W CERRO GORDO ST
DECATUR IL 625231001
United States

Ship To

Deanne Hillman
Decatur School District 61 - IL
101 W CERRO GORDO ST
DECATUR IL 625231001
United States

VAT: E99948222

PO#	Quote#	Customer Success Manager			
	Q-868229	Syed Raza			
Product Description	Qty	Unit	Tax	Unit Price	Extended Price
SW-TE-S-TE1020: Perform District Invoice Period: 07/01/2024 - 06/30/2025	1	Each	\$0.00	28718.59	\$28,718.59
SW-TE-S-TE1920: Perform Sync District Invoice Period: 07/01/2024 - 06/30/2025	1	Each	\$0.00	2373.11	\$2,373.11
SW-TE-S-TE1140a: Records Invoice Period: 07/01/2024 - 06/30/2025	1	Each	\$0.00	12142.53	\$12,142.53

Subtotal	Tax Total	Total (USD)
\$43,234.23	\$0.00	\$43,234.23
		Amt. Due (USD)
		\$43,234.23

Pay Now

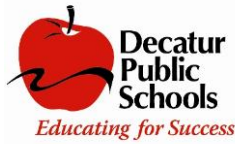
By paying this invoice or continuing to access the services, you agree to renew the services on the same terms and conditions (plus any then-current annual uplift) that govern your access to the services during the immediately preceding subscription period.

ACCOUNTS
MAY 29 2024
PAYABLE

Thank you for your business

Remit by Check (US Mail Only): POWERSCHOOL GROUP LLC PO BOX 888408 LOS ANGELES, CA 90088-8408	Remit by Check (Courier): LOCKBOX SERVICES POWERSCHOOL GROUP LLC - Box 888408 3440 FLAIR DRIVE, 4th FLOOR EL MONTE, CA 91731	Remit by Wire or ACH: Wells Fargo Bank, NA Account Name: PowerSchool Group LLC ABA Routing No: 121000248 Account No: 4633847017 SWIFT: WFBUS6S (Include invoice number in transmission)	Customer Service: ar@powerschool.com 888-265-7641 (Toll-Free) 916-357-9934 (Fax)
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This is your annual support/subscription/hosting renewal. To avoid cancellation of your phone support, product updates or hosted products, please work with your Director of Technology or appropriate business person to approve a purchase order and payment for this annual recurring invoice.



Board of Education Decatur Public School District #61

Date: June 25, 2024	Subject: School Specialty Backpacks with supplies and Hygiene Kits
Initiated By: Eldon Conn, Director of Student Services	Attachments: School Specialty Quote
Reviewed By: Dr. Jay Marino, Assistant Superintendent of Support Services Dr. Rochelle Clark, Superintendent	

BACKGROUND INFORMATION:

Student Services was issued a grant to assist homeless families in the DPS district. We purchased backpacks with school supplies and hygiene kits in the 22-23 school year. With a portion of the remaining grant funds, we would like to replenish the supplies to assist our homeless families.

CURRENT CONSIDERATIONS:

We have a quote from School Specialty. School Specialty part of the purchasing cooperative OMNIA, of which DPS is a member.

FINANCIAL CONSIDERATIONS:

The cost of School Specialty Backpacks and Hygiene Kits is \$31,000.02 and will come from the ARP Homeless Grant.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the quote from School Specialty for the purchase of the items listed on the quote, in the amount of \$31,000.02 as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

QUOTE

SSL Quote Number: Q-471263

Status: Approved

Quote Name:

Currency: USD

Created Date: 05-29-2024

Expiration Date: 07-22-2024

Customer Number: 248909

Requestor Name: Jodi Hess

jtull@dps61.org

2173623060

Lift Gate Truck Required: ☐

Inside Delivery: ☐

Customer Program: OMNIA - FREE FREIGHT ALL

To place an order using this quote,
contact:

Phone 888-388-3224

Email orders@schoolspecialty.com



Sales Rep Name: Brandi Blocker

Sales Rep Email: brandi.blocker@schoolspecialty.com

Sales Rep Phone:

Bill To: DECATUR SCHOOL DISTRICT 61

101 W CERRO GORDO ST

DECATUR, IL 62523-1001

Ship To: DECATUR SCHOOL DISTRICT 61

101 W CERRO GORDO ST

DECATUR, IL 62523-1001

Notes: R230305

Quantity	SSL Item	Customer Item #	Pack Size	Image	Item Description	List Price	Your Price	Extended Price
900	2117428		Each		BACKPACK SUPPLY KIT - JUNIOR HIGH - BURGUNDY-GRAY-LIGHT BLUE-ORANGE-RED-SEA FOAM	\$23.85	\$12.76	\$11,484.00
894	2117993		Each		HYGIENE KIT - ADULT - 37100	\$13.85	\$8.19	\$7,321.86
894	2117995		Each		HYGIENE KIT - FEMININE - STANDARD - 32500	\$21.54	\$13.64	\$12,194.16

Subtotal \$31,000.02

Estimated Taxes \$0.00

Shipping & Handling \$0.00

Total \$31,000.02

Accept this quote by sending back your purchase order number or signing it electronically. For orders over \$15,000.00, please submit a hard copy of your Purchase Order.

Prices subject to change until all finish selections have been completed. Order will not be placed until all finish options are selected.

Signature: _____

Name: _____

Date: _____

Purchase Order Number: _____

Shipping Instructions:

Pack Slip Notes:



Board of Education Decatur Public School District #61

Date: June 25, 2024	Subject: Personnel Action
Initiated By: Monica L Wilks, Director of Human Resources, and the Human Resources Department	Attachments: 7 Pages of Personnel Action
Reviewed By: 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, 2024
Board Date: June 25, 2024
Re: Personnel Action

EMPLOYMENT RECOMMENDATIONS

TEACHERS:

Name	Position	Effective Date
Madeline Borchers	Deaf and Hard of Hearing, Macon Piatt	August 8, 2024
Mary Castro	Elementary 1, Montessori Academy	August 8, 2024
Kathryn Cole	Agriculture, Eisenhower (<i>Pending Licensure</i>)	August 8, 2024
Sydney Janvrin	Grade 3, Franklin Grove	August 8, 2024
Isabel Kinkaïd	Grade 5, South Shores	August 8, 2024
Marissa King	Cross Categorical, Dennis	August 8, 2024
Amber Rezinias	Grade 2, Hope Academy	August 8, 2024

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

TEACHING ASSISTANT:

Name	Position	Effective Date
Gloria Goodman	Special Ed Assistant, Dennis, 6 hours per day	August 7, 2024

ADMINISTRATIVE SUPPORT:

Name	Position	Effective Date
Brittany Bergmann	Teaching and Learning Strategist, PDI	July 8, 2024

OUTREACH PERSONNEL:

Name	Position	Effective Date
Samantha Smith	Hourly School Nurse, Parsons	August 6, 2024

EXTENDED DAY PERSONNEL:

Name	Position	Effective Date
Jackie Tucker	Extended Day Security Officer, Hope Academy	August 12, 2024

TRANSFERS**TEACHERS:**

Name	Position	Effective Date
Christiana Crutchfield	From Certified School Nurse, Muffley to Certified School Nurse, SELA/Hope Academy	August 2, 2024
Ty Douglass	From Social Worker, Eisenhower to Social Worker, SELA	August 8, 2024

TEACHING ASSISTANT:

Name	Position	Effective Date
Chelle Gooden	From Care Room Assistant, Franklin Grove, 6.5 hours per day to Transition Room Assistant, South Shores, 6.5 hours per day	August 7, 2024

CUSTODIANS:

Name	Position	Effective Date
Candice Ard	From 2nd Shift Custodian, Stephen Decatur to 1st Shift Custodian, Johns Hill	June 17, 2024
Karen Damron	From 1st Shift Custodian, Dennis to 1st Shift Custodian, Stephen Decatur	June 17, 2024

SECURITY PERSONNEL:

Name	Position	Effective Date
Randall Hood	From Security Officer, Eisenhower to Security Officer, MacArthur	August 5, 2024
Tony Knotts	From Security Officer, Stephen Decatur to Security Officer, Decatur Alternative Ed	August 5, 2024
Tyraneious Thomas	From Security Officer, Decatur Alternative Ed to Security Officer, MacArthur	August 5, 2024

Stephanie Vail	From Security Officer, Hope Academy to Security Officer, Stephen Decatur	August 5, 2024
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EXTENDED DAY PERSONNEL:

Name	Position	Effective Date
Stephanie Vail	From Extended Day Security Officer, Hope Academy to Extended Day Security Officer, SELA	August 12, 2024

CATEGORY CHANGES

Name	Position	Effective Date
Erika Hawkins	From Site Coordinator, American Dreamer to Montessori Teaching Assistant, Montessori Academy, 6 hours per day	August 7, 2024
Abby Minick	From Student Behavior Interventionist, Student Services to Social Worker, Stephen Decatur (<i>Pending Licensure</i>)	August 8, 2024

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

RESIGNATIONS

TEACHERS:

Name	Position	Effective Date
Lindsey Howell	Certified School Nurse, Pershing	June 7, 2024

OFFICE PERSONNEL:

Name	Position	Effective Date
Ciera Robbins	Secretary to the P12 Director of Teaching & Learning, PDI	June 11, 2024

SCHEDULE B:

Name	Position	Effective Date
Ferlaxnes Carson	MS Track and Field, American Dreamer	June 6, 2024
Kei'von Evans	Elementary Track and Field, American Dreamer	June 11, 2024

Blair Paulson	.5 FTE Student Council, Franklin Grove	June 5, 2024
Madison Stark	.5 FTE Student Council, Franklin Grove	June 5, 2024

EXTENDED DAY PERSONNEL:

Name	Position	Effective Date
Andrew Case	Non Certified Staff, Parsons	May 23, 2024
Melissa Malone	Site Coordinator (Floater), Extended Day	June 20, 2024
Haydyn Watson	Non Certified Staff, Dennis	June 7, 2024

LEAVE OF ABSENCE

TEACHING ASSISTANT:

Name	Leave	Effective Date
Mara Johannes	Medical Leave	For the 2024-2025 School Year

COMPENSATION RECOMMENDATIONS:

- The following staff members should be compensated **\$33.00** for participating in Summer Pre Planning on May 15, 2024 at Macon Piatt:

Kate McCray	Sara DeVore
Jennifer Bramel	Hannah Freese
Amanda Wrigley	Becca Massey
Sheryl Austin	Stephanie Bowman
Jessica Manuel	Erica Woods
- The following staff members should be compensated **\$66.00** for participating in Decatur Self Assessment Team Meeting on May 30, 2024 at Macon Piatt:

Stacy Benda	Lori Griffy
Lori Kruse	Michelle Cline
Jessica Manuel	
- The following staff member should be compensated **\$33.00** for participating in AIR Needs Assessment on February 20, 2024 at Franklin Grove:

Carl Williams
- The following staff members should be compensated **\$49.50** for participating in Instructional Leadership Team on May 20, 2024 at Hope Academy:

Terri Ellis	Alicia Alves
Michelle Holsapple	Tonyan Young

Bailey Salyards
Susan Snyder
Alexandria Pomorin

Marcy Braden
Elizabeth Allison

- The following staff members should be compensated for participating in Social Studies Curriculum Planning on April 24, May 2, 9 & 16, 2024 at PDI:

Kristi Adams	\$297.00	Kaylee Sangster	\$396.00
Autumn Kirby	\$396.00	Jackalyn Creason	\$66.00
Deborah Sonder	\$99.00	Ashley Robinson	\$66.00
- The following staff members should be compensated for participating in Encore Curriculum Updates on June 3 & 4, 2024 at PDI:

Ferlaxnes Carson	\$396.00	Rhonda Thomas-Cox	\$396.00
Cristy Patrick	\$396.00	Brandon Viken	\$396.00
Derek Spates	\$396.00	Tonyan Young	\$198.00
- The following staff members should be compensated **\$396.00** for participating in Music Curriculum Updates and Assessments on May 30 & 31, 2024 at PDI:

Angel Allen	Jennifer Morrow
Julie Andrews	Rhonda Thomas-Cox
Garold Fowler	Brittany Williams
Joseph Krouse	Myoung Ah You
Jennifer Meyer	
- The following staff members should be compensated **\$132.00** for participating in Standards Based Grading Review from April 8-May 8, 2024 at PDI:

Theresa Tozer	Stacey Wilson
Hannah Bird	Joanie Grubbs
Julie Mower	Katie Hill
Sara Daykin	Jobeth Sweeney
Emily Kelley	Libby Kirkland
Cassandra Mann	Christine Cullison
Emma Raleigh	Kelly Thomas-Millburg
Sheree Park	
- The following staff members should be compensated for participating in Encore Curriculum Updates Spanish on June 3 & 5, 2024 at PDI:

Katie Busch	\$396.00	Robyn Payne	\$396.00
Rebecca Harman	\$198.00		
- The following staff member should be compensated **\$165.00** for participating in After School Tutoring during February, March and April 2024 at Eisenhower:

Ann Zuehlke-Denoyer

- The following staff members should be compensated for participating in Instructional Leadership Team on May 30, 2024 at Muffley:

Kelly Bailey	\$66.00	Carla Giberson	\$33.00
Megan Noel	\$33.00	Dianne Orr	\$66.00
Susan Barnes	\$66.00	Libby Kirkland	\$33.00
Jamie Reed	\$66.00		

- The following staff members should be compensated for participating in BIST Vision Team Training on June 6, 2024 at Johns Hill:

Jennifer Abell	\$198.00	David Martin	\$198.00
Stephani Bellinger	\$198.00	Tessa Meinders	\$198.00
Kristine Boomer	\$82.50	Kimberly Miller	\$181.50
Angela Bryles	\$198.00	Brandy Vanderberg	\$198.00
Taryn Diaz	\$198.00	Leslie Woolsey	\$66.00
Leslie Johnson	\$198.00		

- The following staff members should be compensated for participating in 3rd Quarter Meeting on April 30 & May 1, 2024 at Dennis:

Emma Morrison	\$264.00	Cassandra Mann	\$330.00
Deborah Sonder	\$198.00	Phil Winecke	\$132.00
Rachel Dick	\$165.00	Ashley Tyler	\$132.00
Colleen Veitengruber	\$132.00	Allison Brinkoetter	\$132.00

- The following staff members should be compensated for participating in MTSS Prep/Plan Work Sessions on May 6, 8, 9, 2024 at Parsons:

Ashley Guntle	\$132.00	Grace Oxley	\$66.00
Andrea Wakeland	\$198.00	Heather Groves	\$66.00
Colleen Johnson	\$198.00	Olivia Mannlein	\$198.00
Julie Mower	\$132.00	Elizabeth Case	\$198.00
Yocelyng Stark	\$66.00	Sheree Park	\$132.00
Theressa Tozer	\$132.00	Hannah Bird	\$66.00
Carrie Sager	\$165.00	C Roxann Kennedy	\$66.00

- The following staff members should be compensated for participating in MTSS Prep/Plan Work Sessions on May 20, 22, 23, 2024 at Parsons:

C Roxann Kennedy	\$132.00	Grace Oxley	\$132.00
Colleen Johnson	\$198.00	Lyndsay Lemanczyk	\$66.00
Olivia Mannlein	\$198.00	Elizabeth Case	\$198.00
Julie Mower	\$66.00	Andrea Wakeland	\$132.00
Sheree Park	\$198.00	Kandice Michener	\$66.00
Theressa Tozer	\$198.00	Ashley Guntle	\$66.00

- The following staff member should be compensated **\$333.40** for participating in 95 Rap Professional Learning on May 5 & 19, 2024 at Parsons:
Colleen Johnson
- The following staff members should be compensated for participating in MTSS Prep/Plan Work Sessions on May 13, 15, 16, 2024 at Parsons:

Julie Mower	\$132.00	Kandice Michener	\$198.00
Theresa Tozer	\$198.00	Lyndsay Lemanczyk	\$132.00
Grace Oxley	\$132.00	Andrea Wakeland	\$198.00
Ashley Guntle	\$66.00	Olivia Mannlein	\$198.00
Carrie Sager	\$66.00	Sheree Park	\$198.00
C Roxann Kennedy	\$66.00	Kathryn Rodgers	\$66.00



Board of Education Decatur Public School District #61

Date: June 25, 2024	Subject: Decatur Public Schools Foundation Dawson Civic Leadership Institute (DCLI) Coordinator's Contract
Initiated By: Decatur Public Schools Foundation Trustee Executive Board	Attachments: DPS Foundation Dawson Civic Leadership Institute Coordinator's Contract
Reviewed By: Monica Wilks, Director of Human Resources, Deanne Hillman, Interim Director of Human Resources and Dr. Rochelle Clark, Superintendent	

BACKGROUND INFORMATION:

The Decatur Public Schools Foundation provides the Decatur Public School District with grants, donations, and scholarships. The Foundation Dawson Institute Coordinator is employed by Decatur School District based upon the relationship between the Decatur Public Schools Foundation Board and the Decatur Public School District Board of Education.

CURRENT CONSIDERATIONS:

The contract provides an understanding of wages and benefits afforded by the Decatur School District to the Foundation Dawson Civic Leadership Institute (DCLI) Coordinator for FY25.

The FY25 scheduled salary increase for Dr. Juanita Morris, DCLI Coordinator, to be set at the present 3% annual rate designated in the grant, \$101,296.

The contract reflects a year end date of June 30, 2025.

FINANCIAL CONSIDERATIONS:

The Decatur Public Schools Foundation will reimburse the District for the cost of the employee wages and benefits. There is no direct cost to District 61.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Decatur Public Schools Foundation Dawson Civic Leadership Institute Coordinator's FY25 Contract for Dr. Juanita Morris as presented. **Please note:** This item was previously approved by the Decatur Public Schools Foundation Trustee Executive Board.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

DAWSON INSTITUTE COORDINATOR'S CONTRACT
Fiscal Year 2024-2025

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 25, 2024, as found in the minutes of that meeting.

IT IS AGREED:

1. Employment. The Coordinator is hereby hired and retained from July 1, 2024 to June 30, 2025, 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 (June 13, 2023). 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 2024-2025 fiscal year the amount of the Coordinator's salary shall be not less than **One Hundred One Thousand Two Hundred Ninety-Six Dollars (\$101,296.00)**. 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 (June 13, 2023).

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 (June 13, 2023).

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 (June 13, 2023).

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 (June 13, 2023).

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



Board of Education Decatur Public School District #61

Date: June 25, 2024	Subject: Decatur Public Schools Foundation Executive Director's Contract
Initiated By: Decatur Public Schools Foundation Trustee Executive Board	Attachments: DPS Foundation Executive Director's Contract
Reviewed By: Monica Wilks, Director of Human Resources, Deanne Hillman, Interim Director of Human Resources and Dr Rochelle Clark, Superintendent	

BACKGROUND INFORMATION:

The Decatur Public Schools Foundation provides the Decatur Public School District with grants, donations, and scholarships. The Foundation Director is employed by Decatur School District based upon the relationship between the Decatur Public Schools Foundation Board and the Decatur Public School District Board of Education.

CURRENT CONSIDERATIONS:

The contract provides an understanding of wages and benefits afforded by the Decatur School District to the Foundation Director for FY25.

The FY25 Contract renewal includes a wage increase of 3% for Zach Shields at \$91,627. In addition, the contract provides a performance bonus for FY24 in the amount of \$10,000.

The contract reflects a year end date of June 30, 2025.

FINANCIAL CONSIDERATIONS:

The Decatur Public Schools Foundation will reimburse the District for the cost of the employee wages and benefits. There is no direct cost to District 61.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Decatur Public Schools Foundation Executive Director's FY25 Contract with a FY24 bonus for Zach Shields as presented. **Please note:** This item was previously approved by the Decatur Public Schools Foundation Trustee Executive Board.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

EXECUTIVE DIRECTOR CONTRACT

Fiscal Year 2024-2025

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 **Zach Shields**, (hereinafter “the Executive Director”), ratified at the meeting of the Board held on June 25, 2024, as found in the minutes of that meeting.

IT IS AGREED:

1. Employment. The Executive Director is hereby hired and retained from July 1, 2024 to June 30, 2025, as Executive Director.

2. Duties. The duties and responsibilities of the Director shall be all those duties incident to the office of the Director as set forth in the job description, a copy of which 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 Director by the Decatur Public Schools Foundation Board of Trustees (hereinafter “the Trustees”). The 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 Director shall submit recommendations, as requested by the Trustees, concerning the operation of the Foundation, its fundraising activities and its distribution of grants. The 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 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 Director shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023). 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 Director’s salary. For the 2024-2025 fiscal year the amount of the Director’s salary shall be set by the Trustees but shall not less than **Ninety-One Thousand Six Hundred Twenty-Seven Dollars and 00/100 (\$91,627.00)** 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 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 Director shall be paid a performance bonus for FY 25 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 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 Director's continued employment and annual salary for the next subsequent year (if any). A summary of the evaluation will be provided to the Director in writing within 30 days following the evaluation pursuant to the 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 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 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 Director's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).

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 (June 13, 2023).

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 (June 13, 2023).

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 (June 13, 2023).

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 (June 13, 2023).

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 Director's control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for sixty (60) days after the exhaustion of accumulated leave days (including FMLA) and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Director's

duties impossible, the 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 Director:
Zach 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 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.

Director

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

By: _____
Chair

ATTEST:

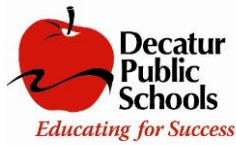
Secretary

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

By: _____
President

ATTEST:

Secretary



Board of Education Decatur Public School District #61

Date: June 25, 2024	Subject: Cartwheel Health Services Agreement
Initiated By: Eldon Conn, Director of Student Services	Attachments: <ul style="list-style-type: none">• Cartwheel Health Services 3-Year Quote• Cartwheel Service Agreement
Reviewed By: Dr. Jay Marino, Assistant Superintendent of Support Services, and Dr. Rochelle Clark, Superintendent	

BACKGROUND INFORMATION:

Student Services is constantly seeking ways to improve our services and support for the social, emotional, behavioral and mental health needs of not only our students but our staff. We have been investigating potential services and solutions that can assist DPS61 which led to multiple meetings with Cartwheel to investigate their range of services in schools. Cartwheel is a company that provides assessments and therapy with licensed psychiatrists and clinicians in a virtual environment. Cartwheel has a no wait policy and guarantees they contact any student or staff referred within 24 hours. Services are provided in their preferred language and uses evidence-based practices.

CURRENT CONSIDERATIONS:

This three-year (July 01, 2024 – June 30, 2027) agreement with Cartwheel Health Services directly serves students and staff and provides wrap around family services.

FINANCIAL CONSIDERATIONS:

The cost of the Cartwheel Health Services three-year agreement is \$243,000 and will come from the ESSER III grant funds.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the three-year agreement (July 01, 2024 – June 30, 2027) between Decatur Public Schools and Cartwheel Health Services in the amount of \$243,000 as presented.

RECOMMENDED ACTION:

- ☒ Approval
☐ Information
☐ Discussion

BOARD ACTION:_____



To: Dr. Jay Marino, Assistant Superintendent for Student Services, JJMarino@dps61.org

CC: Eldon Conn, Director of Student Services, EConn@dps61.org

From: Joe English, CEO at Cartwheel Care, joe@cartwheelcare.org

Date: June 7, 2024

NOTE: Contracts must be completed by June 28 to stay on track for back-to-school launch of services.

School District	Decatur Public Schools District #61
Dates of Requested Service	July 1, 2024 - June 30, 2027
Topic	Services to help address students' mental health needs
Description of Services	<ul style="list-style-type: none">• Direct clinical services for up to 50 students referred to Cartwheel. Includes a full course of care from PA-licensed therapists and child psychiatrists (e.g., 1-1 and group therapy, psychiatric evaluations, ongoing medication management, family therapy, intensive outpatient program, and/or parent guidance depending on the student's needs)• Case management for families to help them navigate care• Software platform to assist school-based staff in referring students to care, tracking their progress, and collaborating with clinicians• Support for school-based staff in meeting student mental health needs and coordinating with families• Live educational and skill-building programming for families• District and school-level data reporting and regular partnership check-ins with Cartwheel team• Direct clinical services for Decatur faculty & staff. Staff can refer themselves for 1-1 evidence-based therapy from an IL-licensed therapist. Services are covered via insurance and delivered in addition to any EAP benefits offered through the district. Cartwheel doesn't share personally identifying information with the District.
Cost to the district before multi-year discount	\$261,000
Multi-year discount	- \$18,000 (7%)
Final cost to the district	= \$243,000

Services Agreement

This Services Agreement (this “**Agreement**”) is made and entered into effective as of the date that it has been signed by all parties (the “**Effective Date**”) by and between Cartwheel Health Services P.C. (“**Cartwheel**” or “**we**”) and Decatur School District 61 located at 101 W Cerro Gordo St, Decatur, IL 62523 (the “**Local Educational Agency**” or the “**LEA**”, and collectively with Cartwheel, the “**Parties**”).

WHEREAS, Cartwheel has the capability and capacity to provide certain mental health care services; and

WHEREAS, the LEA desires to retain Cartwheel to provide students, faculty and staff of the LEA (“**Recipients**”) with certain mental health care services under the terms and conditions hereinafter set forth, and Cartwheel is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cartwheel and the LEA agree as follows:

1. Services. Cartwheel shall provide to the Recipients the services (the “**Services**”) set out in one or more statements of work to be issued by the LEA and accepted by Cartwheel (each, a “**Statement of Work**”). The initial accepted Statement of Work is attached hereto as Exhibit A. Additional Statements of Work shall be deemed issued and accepted only if signed by both Parties.

2. Cartwheel Obligations.

2.1 Cartwheel shall designate employees or contractors that it determines, in its sole discretion, to be capable of filling the employees or contractors that it deems sufficient to perform the Services set out in each Statement of Work.

2.2 Cartwheel shall designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Cartwheel Contract Manager**”), with such designation to remain in force unless and until a successor to the Cartwheel Contract Manager is appointed.

3. LEA Obligations.

3.1 The LEA shall designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**School Contract Manager**”), with such designation to remain in force unless and until a successor to the School Contract Manager is appointed.

3.2 The School Contract Manager shall make best efforts to respond promptly to any reasonable requests from Cartwheel for instructions, information, or approvals required by Cartwheel to provide the Services.

3.3 The LEA shall cooperate with Cartwheel in its performance of the Services set out in each Statement of Work, and make best efforts to provide Cartwheel with reasonable access to the LEA’s premises, employees, contractors, and equipment to enable Cartwheel to provide the Services, including but not limited to the following:

(a) Ensuring compliance with applicable student and family consent requirements, including responsibility for making sure all appropriate consents are in place prior to referring any student to Cartwheel for services;

(b) Coordinating meetings for school staff to get to know Cartwheel's team and learn how to use Cartwheel's services (e.g., referral system, telehealth platform, staff consultations);

(c) Meeting with Cartwheel's team during the school year to discuss progress and provide feedback;

(d) Ensuring that school staff and parents/legal guardians are aware of Cartwheel's services;

(e) Facilitating introductions with families of consenting, referred students, as appropriate; and

(f) If health care services are to be delivered via telehealth while a student is located at the school site: providing students with a safe, secure, and private setting to receive care and ensuring that students are able to access Cartwheel's secure telehealth software; and ensuring appropriate protocols are in place in case of a clinical emergency (including but not limited to designating an individual available onsite to communicate with Cartwheel's health care providers while services are being provided).

4. Fees and Expenses.

4.1 In consideration of the provision of the Services by Cartwheel and the rights granted to the LEA under this Agreement, the LEA shall pay the fees set out in the applicable Statement of Work. Payment to Cartwheel of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services.

4.2 In addition to all other remedies available under this Agreement or at law (which Cartwheel does not waive by the exercise of any rights hereunder), Cartwheel shall be entitled to suspend the provision of any Services if the LEA fails to pay any undisputed amounts when due hereunder and such failure continues for 60 days following written notice thereof.

5. Limited Warranty and Limitation of Liability.

5.1 Cartwheel warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement;

(b) Using personnel of industry standard skill, experience, and qualifications, and it represents and warrants that it will comply with federal, state, and local public health guidance in the conduct of the work supported by this Agreement. Cartwheel shall indemnify, hold harmless, and defend the LEA from any liability arising out of or relating to Cartwheel's material failure to follow such guidance in the conduct of the work supported by this Agreement, provided that the failure causes damages, harm, or injury and provided that Cartwheel is the sole cause of the liability;

(c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(d) Cartwheel shall use reasonable commercial efforts to promptly cure any material breach of this warranty; provided, that if Cartwheel cannot cure such breach within a reasonable time (but no more than 30 days) after the LEA's written notice of such breach, the LEA may, at its option, terminate the Agreement by serving written notice of termination in accordance with 11.2.

(e) In the event the Agreement is terminated pursuant to 5.1(d) above, Cartwheel shall within 30 days after the effective date of termination, refund to the LEA any fees paid by the LEA as of the date of termination for the Service or Deliverables (as defined in 6 below), less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

(f) The foregoing remedy shall not be available unless the LEA provides written notice of such breach within 30 days after delivery of such Service or Deliverable to the applicable Recipient.

5.2 CARTWHEEL MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN 5.1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to the LEA or any Recipient under this Agreement or prepared by or on behalf of Cartwheel in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "**Deliverables**") except for any Confidential Information of the LEA or the LEA materials shall be owned by Cartwheel.

7. Confidential Information.

7.1 This Agreement, any and all pricing contained herein or in any Statement of Work, any related proposals or correspondence between the Parties, and any materials, reports, information, data, etc. given to or prepared or assembled by Cartwheel under this Agreement (collectively, "**Confidential Information**") are to be kept confidential and shall not be used by the LEA, other than in connection with the services provided by Cartwheel, or disclosed to or made available to any individual or organization by the LEA (except agents, servants, or employees of such party with a need to know such information) without the prior written approval of Cartwheel and shall be kept confidential by the LEA to the same degree it maintains the confidentiality of its own information. Notwithstanding the foregoing, Confidential Information shall not include any information that the LEA can document (i) is or becomes (through no improper action or inaction by the LEA or any affiliate, agent, consultant or employee of the LEA) generally available to the public, (ii) was in its possession or known by it without restriction prior to receipt from Cartwheel, (iii) was rightfully disclosed to it by a third party without restriction, or (iv) was independently developed without use of any Confidential Information of Cartwheel by employees of the LEA who have had no access to any such Confidential Information. The LEA may make disclosures required by any applicable state public records laws or pursuant to

any other applicable law or court order. However, in the event that LEA receives a public records request from a third party, LEA shall notify Cartwheel within 5 business days of such request and provide Cartwheel with the opportunity to make an objection to such disclosure on the basis of one or more exemptions under applicable public records laws.

7.2 Notwithstanding anything herein, the LEA agrees that subject to data privacy laws and/or requirements including, without limitation, the Student Online Personal Information Protection Act, the Children's Online Privacy Protection Act, The Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (hereinafter, "FERPA"), and state laws and regulations concerning Student Records, Cartwheel has the right to aggregate, collect and analyze information relating to the performance of its services and shall be free (during and after the term hereof) to (i) use such data and other information to improve Cartwheel's services, and (ii) disclose such information solely in an aggregated and anonymized format that does not identify LEA or any individual.

8. Representations and Warranties.

8.1 Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing and in good standing as a corporation, Regional School District, governmental body or other entity as represented herein under the laws, ordinances, resolutions, rules, and regulations of its jurisdiction of legislation, ordinance, resolution, incorporation, organization, or chartering;

(b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;

(c) the execution of this Agreement by its official or representative whose signature is set forth at the end hereof has been duly authorized and approved by all necessary legislative, corporate action of the party; and

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

8.2 The LEA certifies, represents and warrants that it has approved and appropriated in its budget the amount of funds specified in the Agreement, including in the Statement of Work incorporated in the Agreement, for the fiscal year and term of this Agreement.

9. Confidentiality and Privacy. The Parties agree to comply with all obligations under any applicable information privacy laws, which may include HIPAA, FERPA, COPPA, as well as other federal, state, and local laws. For the avoidance of doubt, the Parties agree and acknowledge that Cartwheel is not a school official pursuant to 34 C.F.R. § 99.31(a)(1)(i)(B). Prior to receiving any Services, each Recipient must complete Cartwheel's standard health consent forms. LEA shall be solely responsible for obtaining any consent or authorization necessary for LEA to disclose Personal Data concerning a student to Cartwheel. Cartwheel shall be solely responsible for obtaining any authorization necessary for Cartwheel to disclose Protected Health Information ("PHI") to LEA. "Personal Data" means any information in any medium concerning an individual, which because of name, identifying number, mark or description can be associated with a particular individual, provided that the information is not contained in a public record and shall not include intelligence information, evaluative information, or criminal offender record information. PHI means information in any form or medium that relates to the past, present or future, physical or mental

condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe can be used to identify the individual that the Provider receives, creates or uses under the Agreement. The term PHI applies to the original data and to any data derived or extracted from the original data. PHI constitutes a subset of Personal Data.

10. Term, Termination, and Survival.

10.1 This Agreement shall commence and continue as provided in Exhibit A.

10.2 Either Party may terminate this Agreement for cause, effective upon written notice to the other Party (the “**Defaulting Party**”) if the Defaulting Party:

(a) Materially breaches this Agreement, and the Defaulting Party does not cure such breach to the satisfaction of the other Party within 30 days after receipt of written notice of such breach, or such material breach is incapable of cure. Such satisfaction shall not be unreasonably withheld.

(b) Becomes insolvent or admits its inability to pay its debts generally as they become due.

(c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 7 business days or is not dismissed or vacated within 45 business days after filing.

(d) Is dissolved or liquidated or takes any corporate action for such purpose.

(e) Makes a general assignment for the benefit of creditors.

(f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

10.3 Either Party can terminate this Agreement for any reason, without cause, at anytime, with sixty (60) days written notice. If LEA terminates the Agreement without cause, the LEA will not be responsible for any installment payments or any other payments under the Agreement upon expiration of the sixty (60) day period, other than payments for services provided prior to the expiration of the sixty (60) day period (on a pro-rated basis).

10.4 Notwithstanding anything to the contrary in 10.2(a), Cartwheel may terminate this Agreement before the expiration date of the Term on written notice if the LEA fails to pay any amount when due hereunder and such failure continues for 30 days after the LEA’s receipt of written notice of nonpayment.

10.5 The rights and obligations of the Parties set forth in this Section 10.5 and in Sections 5.2, 6, 9, 11, 13, 21, 22, and 23, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

11. Limitation of Liability.

11.1 IN NO EVENT SHALL CARTWHEEL OR THE LEA BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY OR THIRD-PARTY BENEFICIARY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY, WHETHER ARISING OUT OF BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE), EVEN IF THE PARTY ALLEGEDLY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES WAIVE ANY RIGHT TO RECOVER SUCH DAMAGES.

11.2 Cartwheel or its insurer shall indemnify the LEA and its officers, agents, employees and volunteers (collectively "LEA Parties") against claims, demands, liability, judgments, awards, losses, damages, expenses or costs (hereinafter collectively referred to as "Claims"), to the extent caused by any negligent act or willful misconduct of Cartwheel or its officers, employees, agents, contractors, licensees, or servants connected to the Services covered by this Agreement. Cartwheel or its insurer shall have no obligation, however, to defend or indemnify LEA Parties from a Claim if it is determined that such Claim was caused in whole or in part by the negligence, contributory or comparative negligence, or willful misconduct of the LEA.

11.3 The LEA or its insurer shall indemnify Cartwheel and its officers, agents, employees and volunteers (collectively "Cartwheel Parties") against claims, demands, liability, judgments, awards, losses, damages, expenses or costs (hereinafter collectively referred to as "Claims"), to the extent caused by any negligent act or willful misconduct of the LEA or its officers, employees, agents, contractors, licensees, or servants connected to the Services covered by this Agreement. The LEA or its insurer shall have no obligation, however, to defend or indemnify Cartwheel Parties from a Claim if it is determined that such Claim was caused in whole or in part by the negligence, contributory or comparative negligence, or willful misconduct of Cartwheel.

11.4 IN NO EVENT SHALL CARTWHEEL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CARTWHEEL PURSUANT TO THIS AGREEMENT.

11.5 THE AMOUNT OF CARTWHEEL'S AGGREGATE LIABILITY SHALL BE LIMITED TO THE NET OF ANY AMOUNTS ACTUALLY RECOVERED BY THE LEA UNDER ANY INSURANCE POLICY MAINTAINED BY CARTWHEEL OR BY OR ON BEHALF OF THE LEA OR ANY OTHER CONTRACTUAL OBLIGATION BENEFITTING THE LEA THAT DIRECTLY RELATES TO THE LIABILITY. THE LEA SHALL USE COMMERCIALY REASONABLE EFFORTS TO PURSUE ANY CLAIMS FOR INSURANCE, SET-OFF OR INDEMNIFICATION TO THE EXTENT APPLICABLE IN CONNECTION WITH ANY CLAIM.

12. Entire Agreement. The following documents forming the Contract, are incorporated by reference herein, and are referred to as the "Contract Documents": This Agreement, any and all Exhibits including Statements of Work, schedules, attachments and appendices. The Contract Documents constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.

13.Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a “**Notice**”, and with the correlative meaning “**Notify**”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this section.

Notice to LEA:

Decatur School District 61
101 W Cerro Gordo St
Decatur, IL 62523
Attn: Jay Marino, Assistant Superintendent of Support Services
Email: JJMarino@dps61.org

Notice to Cartwheel:

Cartwheel Health Services P.C.
700 Massachusetts Avenue, 3rd Floor
Cambridge, MA 02139
Attention: Juliana Chen, President
Email: juliana@cartwheelcare.org

With a Copy to:

Cartwheel Care Inc.
700 Massachusetts Avenue, 3rd Floor
Cambridge, MA 02139
Attention: Joseph English, CEO
Daniel Tartakovsky, COO
Emails: joe@cartwheelcare.org
daniel@cartwheelcare.org

With a Copy to:

Keith Wiener, Esq.
Holland & Knight LLP
1180 West Peachtree Street, NW, Suite 1800
Atlanta, GA 30309
Email: keith.wiener@hklaw.com

14.Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.Amendments. No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of this Agreement and signed by an authorized representative of each Party.

16. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. Assignment. Neither Party shall assign or subcontract any interest, rights or obligations in this agreement without prior written consent of the other party.

18. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The Parties agree that Cartwheel and any assignee, as well as any individual working for both is an independent contractor and is not an employee of the LEA for any purpose. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the LEA and Cartwheel and any assignee, or any individual working for Cartwheel or any assignee.

The details of the method and manner for performance of the Services by Cartwheel and any assignee shall be under its own control, the LEA being interested only in the results thereof. Cartwheel and any assignee shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the LEA the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

Neither Cartwheel, nor anyone performing services on Cartwheel's behalf, either as an agent or subcontractor, or any assignee shall be eligible to participate in any benefit program provided by the LEA for its employees.

Cartwheel and any assignee shall be solely responsible for, and shall pay, any and all taxes and withholding that may be assessed as a result of the work performed by Cartwheel and/or any assignee under this Agreement including, without limitation, federal and state income taxes, workers' compensation insurance, disability insurance, unemployment insurance, etc. Cartwheel and any assignee are also solely responsible for the creation and maintenance of appropriate legal entities necessary to operate independently.

Cartwheel and any assignee does not have, nor shall Cartwheel hold itself out as having, any right, power, or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon the LEA, or to pledge the LEA credit, or to extend credit in the LEA's name, unless the LEA shall consent to the obligation in advance.

20. Insurance. During the term of this Agreement, Cartwheel and any assignee or contractor, shall obtain and maintain liability insurance with policy limits having minimum coverage of \$1,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance reflecting the minimum coverage limits.

21. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

22. Choice of Law. The Contract shall be governed by the laws of the State of Illinois. The Contract documents are intended to comply with all applicable provisions of Illinois General Laws and, to the extent that any conflict with the requirements of said chapter arises, the statutory requirements will govern.

23. Dispute Resolution. Each Party agrees to submit all material disputes arising under this Agreement to non-binding Mediation. The Parties shall agree to the mediator.

24. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 13, a signed copy of this Agreement delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

25. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the LEA to make payments to Cartwheel hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages; and (i) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within 5 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following written notice given by it under this Section 25, the other Party may thereafter terminate this Agreement upon 60 days' written notice.

26. Agreement for Logo Use. To support the partnership and promote utilization of mental health services in support of improving student mental health, LEA grants Cartwheel a nonexclusive right to display LEA's logo and name on Cartwheel's website and in advertising materials (for example, fliers distributed to school staff or to families to support utilization of specific services). Cartwheel agrees not to use LEA's logo or name in any way to indicate that it has any ownership or control of LEA or in any way that would harm LEA's reputation. LEA may require Cartwheel to remove any and all references to its logo or name at any time by sending a Notice under this Services Agreement, by submitting a written request on Cartwheel's website, or by contacting Cartwheel's office by email. In such an event, Cartwheel shall remove all such references no later than 30 days from the request date.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers, and expressly state that the undersigned have the full power and authority and approvals to execute the Agreement and that the Agreement is valid and binding.

LEA

By: _____
Name:
Title:
Date:

Cartwheel

By: _____
Name:
Title:
Date

EXHIBIT A

INITIAL STATEMENT OF WORK JULY 1, 2024 TO JUNE 30, 2027

This Statement of Work contains confidential information that are trade secrets and proprietary to Cartwheel and is provided upon a promise of confidentiality.

A. Cartwheel Services for LEA

Cartwheel agrees to provide LEA with the mental health services described below. These services shall commence on **July 1, 2024** and shall continue through **June 30, 2027**. Services shall be subject to renewal based on the parties' mutual agreement. Under this Statement of Work, Cartwheel will accept new referrals at any time between the two dates listed in the previous sentence for students to receive services from Cartwheel.

1. Direct care for students and families delivered by Cartwheel's licensed Care Team

Timely referrals for mental health services: Cartwheel will accept referrals for up to **450 LEA students enrolled in grades K-12 during the full three year term of this Initial Statement of Work** for mental health services provided by licensed clinicians on Cartwheel's team via telehealth. Cartwheel will accept referrals for up to **150 LEA students enrolled in grades K-12 during each fiscal year of this Initial Statement of Work**, where Fiscal Year is defined as July 1st through June 30th of the following year.

- Students referred to Cartwheel will be eligible for a mental health assessment, typically lasting 1 hour. Referrals must be made by appropriate school staff such as a school counselor. After each referral is submitted, Cartwheel will contact the referred student's parent/legal guardian to offer the assessment, which will be conducted via telehealth by a therapist qualified to provide services in the student's state of residence.
- Cartwheel will provide access to assessments in a timely manner and without putting students on a waitlist, provided that the volume of referrals is distributed consistently throughout the coverage period. If the volume of referrals is higher than expected during some months, Cartwheel will make reasonable efforts to avoid waitlists for care.
- A referral from LEA to Cartwheel will count toward the maximum referral number listed above once the referred student (and/or parent/guardian, if applicable) is scheduled for their first intake appointment. Please note: With prior notice, Cartwheel allows students and parents/guardians to reschedule intakes with prior notice but may discharge students who miss/no-show 2 consecutive scheduled intakes.
- After the initial assessment, Cartwheel will work with the student and family to develop a care plan that meets their needs and preferences. As appropriate, Cartwheel will provide weekly evidence-based therapy (typically lasting 2 to 4 months) via telehealth. Each student's plan will be informed by the Cartwheel care team's expert clinical judgment as well as family and student preferences.
- Where clinically appropriate, referrals may be made for services for parents/guardians across all grades listed above. **Individual virtual therapy is typically not clinically indicated for young students or in other situations in which a student is unable or not interested in engaging in virtual therapy. In these situations, Cartwheel reserves the right to offer parent guidance sessions instead of individual therapy sessions.**
- As clinically appropriate and subject to Cartwheel obtaining necessary authorization to disclose PHI to LEA as required by applicable law, Cartwheel will collaborate with LEA staff throughout care.

- Cartwheel will handle referral logistics, including maintaining a website and school referral form, communicating with families, scheduling consultations, delivering clinical services, handling payment, billing insurance, and coordinating with external providers.
- Students and families will access Cartwheel's services via a secure telehealth platform and be able to securely message Cartwheel's care team between visits.

Highly qualified team: For provision of these services, Cartwheel will make available an interdisciplinary care team consisting of multiple Mental Health Therapists, a Psychiatrist/Psychiatric Nurse Practitioner, and a Program Manager. Cartwheel agrees to only engage highly trained mental health professionals who hold all necessary state licenses to provide mental health services.

Medication evaluation: In some situations, appropriate medication can help address mental health symptoms and can be used in conjunction with therapy. Based on their independent clinical judgment, Cartwheel's care team may offer families a consultation regarding medications for a range of mental health conditions. If clinically appropriate and subject to appropriate consents from the student and parent/guardian, Cartwheel's licensed providers may prescribe certain medications in their independent judgment. However, Cartwheel shall not manage any pharmacy benefits or submit claims for prescriptions on behalf of patients.

Family involvement: In addition to obtaining all necessary consents from family/caregivers, Cartwheel shall engage with and support families throughout the care process. For example, we involve parents/guardians in the evaluation, initiation of treatment, and medication prescription for minor students.

Flexible location and timing: Upon request by LEA, Cartwheel shall provide referred students virtual care at school (e.g., via a computer in a school counselor's office), at home, or both. Cartwheel agrees to work with LEA to determine the right location and timing for services.

Transition to ongoing care: For students who require longer-term or more specialized care than Cartwheel can provide directly, Cartwheel shall assign a trained Care Manager to work with students and families of LEA to find ongoing care outside of Cartwheel. For example, the Care Manager may help connect families to a primary care provider or a mental health specialist for follow-up care. As appropriate, Cartwheel may contact health care providers on the student's behalf. Cartwheel is not able to guarantee the availability of appointments with other health care providers.

Scope of services: Cartwheel can help with a wide range of needs, such as: Anxiety, stress, depression, grief, low self-esteem, self-harm, anger, bullying, concentration, motivation, family, relationships, trauma, sleep issues, and more. Cartwheel will not be responsible for:

- Emergency services (e.g., mobile crisis intervention); Cartwheel's services will not interrupt active crisis evaluations and cannot serve as substitute discharge dispositions in the setting of a crisis and/or mobile crisis evaluation and/or emergency room evaluation
- Provision of ongoing care for the student beyond services described above (e.g., intensive outpatient programs, partial programs)
- Decisions regarding school accommodations, special education and/or related services, and/or educational placements
- Treatment for severe intellectual or developmental disabilities, primary eating disorders, active psychosis or mania, or primary substance use disorders (if a student has co-occurring conditions, where clinically appropriate Cartwheel will treat the condition(s) within scope)
- Speech / occupational therapy, psychoeducational assessments, or IEP case management

2. Ongoing collaboration to strengthen Tier III and Tier II services

Cartwheel will make its Program Manager and/or other members of the Care Team available as needed to consult and collaborate with LEA mental health leadership and school staff to strengthen Tier III and Tier II services. Upon the reasonable request of LEA, Cartwheel's team shall join regular (e.g., monthly) meetings to ensure open communication and partnership. These meetings can be used to discuss student cases (with guardian consent), think through broader school mental health strategies (e.g., school climate surveys), provide professional development for school or clinical staff, or other topics the school team would find helpful. During these meetings, our team can also share de-identified data on the utilization and impact of Cartwheel's services.

3. Staff

support

services:

- **Timely referrals for staff to receive mental health support**
 - Staff will be able to request a mental health assessment from Cartwheel via an online referral. Where clinically appropriate, staff will be eligible for a mental health assessment and up to 6 months of weekly therapy sessions provided by a licensed therapist on Cartwheel's team.
 - Cartwheel will accept referrals to support up to **20** LEA staff (e.g., teachers, librarians, school counselors, social workers, administrators, support staff) for mental health services provided by licensed clinicians on Cartwheel's team via telehealth each fiscal year of the Initial Statement of Work.
 - Based on Cartwheel's experience, the above number of referrals should fully meet the needs of LEA staff. **If referral volume is higher than anticipated, Cartwheel will continue to accept referrals above the number listed in the previous bullet and make reasonable efforts to avoid waitlists.**
- **Confidentiality**
 - LEA staff will be able to request services confidentially from Cartwheel, meaning Cartwheel will not provide LEA with names or other identifying information of LEA staff receiving services unless sharing such information is required by applicable law or authorized by LEA staff.
 - Subject to applicable laws, Cartwheel will share information with LEA about the total number of LEA staff who have requested and received Cartwheel services.
- **Limitations**
 - Services will not include care navigation (for example, to connect staff members to longer-term or more specialized care)
 - Services will not extend to the dependents of LEA staff (e.g., spouses, children)
 - LEA staff must use their health insurance plan to receive services and will be responsible for any applicable deductible, copayment, or coinsurance based on the terms of their plan. Cartwheel will, upon request, provide a cost estimate prior to the first session.

B. Cost of Services

Cost to LEA:

- As consideration for the Services, LEA shall pay Cartwheel **\$243,000** (the “Fee”) in up to two (2) installments. The first installment shall be paid no later than 30 days after the effective date, and, if LEA chooses to pay in two installments, the second shall be paid no later than 90 days after the effective date.
- **In support of equitable access to care for students and families Cartwheel shall cover the cost of services for up to 24 uninsured students at no additional charge to LEA.** For additional uninsured students referred above this number, LEA shall pay Cartwheel \$1,000 per referral. As with all referrals from LEA to Cartwheel, a referral will count as having been utilized once the referred student (and/or parent/guardian, if applicable) is scheduled for their first intake appointment. Cartwheel shall submit monthly invoices for additional referrals of uninsured students, and LEA shall remit payment within 30 days of invoice submission.

Cost to Families:

- Families who do not have health insurance: No out-of-pocket costs.
- Families with Medicaid or commercial insurance where Cartwheel is in network: Standard copayment, coinsurance, and/or deductible for eligible services delivered by a Cartwheel provider.
- Families with commercial insurance that does not cover Cartwheel's services: Services will be subject to Cartwheel's standard rates and financial assistance policy, which may be updated from time to time and made available via Cartwheel's website. Prior to starting care, Cartwheel shall provide the family with a cost estimate and any applicable rates and financial assistance policies so that they can make an informed decision regarding services
- Note: Any medication prescriptions shall be sent to the student/family's preferred pharmacy and may require a copayment or coinsurance from the family. Cartwheel is not responsible for dispensing or covering the cost of medication. Cartwheel does not submit claims or bills for students/family in connection with any medicines prescribed.

Cost to LEA Staff for Clinical Services for Staff: Same costs as listed in “Cost to Families” section.

POLICIES REGARDING NO-SHOWS/CANCELLATIONS:

- We work hard to offer appointments without a waitlist and expect students and their family members to consistently attend sessions. Missed or canceled sessions can delay a student's progress, prevent other families from accessing care, and be disruptive for therapists and school counselors. At the same time, we also recognize that serious illnesses, family emergencies, and other extenuating circumstances come up from time to time. Cartwheel shall collaborate with students and families with these exceptions in mind to support consistent attendance.
- Cartwheel shall not charge no-show/cancellation fees when prohibited by law. However, we reserve the right to maintain a no-show/cancellation policy that may include no-show/cancellation fees (where allowed by law) and to update this policy from time to time. We will share our up-to-date no-show/cancellation policy with those receiving services prior to their first appointment.
- If students and/or family members repeatedly miss or cancel appointments, Cartwheel reserves the right to pause or stop providing services. Prior to pausing or stopping services, and when allowed by applicable law, Cartwheel shall notify referring LEA staff or other designated LEA personnel and attempt to engage the student and/or family to evaluate continued interest in receiving services.



Board of Education Decatur Public School District #61

Date: June 25, 2024	Subject: School K-8 Supply Boxes
Initiated By: Mary Brady, P-12 Director of Teaching & Learning and Dr. Mary Ann Schloz, Assistant Director of Finance, Grants, and Special Programs	Attachments: <ul style="list-style-type: none">• Quote #D399• Sole Source Vendor Letter
Reviewed By: Dr. Larry Gray, Assistant Superintendent of Teaching & Learning and Dr. Rochelle Clark, Superintendent	

BACKGROUND INFORMATION:

In January 2024, Decatur Public Schools received a significant amount of Title I Roll-Over funds. These funds need to be spent prior to September 1, 2024 or they will be forfeited by the district. Title I funds provide supplemental funding to state and Local Education Agencies (LEAs). The funding provides resources to LEAs and schools with high percentages of children from low-income families. Title I resources improve education quality and help ensure that all children meet challenging state academic standards. Title I services focus on children who are failing or who are most at risk of failing to meet state academic standards.

CURRENT CONSIDERATIONS:

School supply boxes will be purchased for each student in grades Kindergarten through Eighth grade. Each student will be provided with a 45-piece (K-5) and 41-piece (6-8) school supply box. The school supply boxes include Crayola brand crayons, marker, and colored pencils; Elmer glue/glue sticks; and Dixon #2 pencils. School Supply Boxes are the sole provider of these kits. A 15% overage on the student counts will assist with students needing additional supplies throughout the year to have access to supplies.

FINANCIAL CONSIDERATIONS:

Each kit is \$31.99 inclusive of a 20% supplier discount. The total cost is \$185,457.62 and will be covered by Title I funds.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the School K-8 Supply Boxes purchase as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____



Quote



Quote Issue Date
#D399 May 24, 2024

Supplier

School Supply Boxes
2866 West Pike Road
Indiana, Pennsylvania
United States - 15701
✉ Contact@schoolsupplyboxes.com
☎ 8142446101

Item	Unit Price	Qty.	Net Price	Disc.	Total
 Essential Secondary School Supply Kit Bundle - 41 Pieces SKU: NB6	USD 39.99 USD 31.99	1526	USD 31.99	20%	USD 48,819.79
 Essential Elementary School Supply Kit Bundle - 45 Pieces SKU: NB7	USD 39.99 USD 31.99	4271	USD 31.99	20%	USD 136,637.83
DISCOUNTS				(-) USD 46,364.41	
SUBTOTAL					USD 185,457.62
SHIPPING					USD 0.00
TAX					USD 0.00
TOTAL					USD 185,457.62

Total Paid	USD 0.00	Amount Due	USD 185,457.62
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Thank you for shopping with us! We are working round-the-clock to ensure your order reaches you in time.

Follow us on



[Created with Invoice Falcon](#)

School Supply Boxes

2866 W Pike Rd
Indiana, PA 15701
(724)-801-5413
schoolsupplyboxes.com
contact@schoolsupplyboxes.com
RE: Sole Source Vendor



To whom it may concern:

This letter is to confirm that School Supply Boxes is a sole source product, manufactured, sold, and distributed exclusively by The Wright Sales, Inc. No division of The Wright Sales, Inc. nor any other company, makes a similar or competing product. This product must be purchased directly by organizations from The Wright Sales, Inc. at the address listed above. There are no agents or dealers authorized to represent this product.

The following are the sole source reason(s): (all that apply are marked)

- ☒ The vendor is a manufacturer of the product and has no distributors. (Manufacturer's letter as documentation is attached)
- ☐ The vendor is the only reseller of the manufacturer's product in this geographic region. (Manufacturer's letter as documentation is attached)
- ☐ Item to be purchased is a supply for equipment that is under warranty, and use of any product other than specified will void the warranty. (A copy of warranty with such requirement highlighted is attached)
- ☐ The product is patented. (Provide patent number and patent documentation.) Item is proprietary and is an additional product or software that must work with an existing system. (Provide a letter of documentation from the system manufacturer.)
- ☐ Other (Provide a statement on a separate page with detailed documentation.)

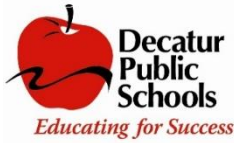
There is no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above-named item(s) or product(s) because of exclusive distribution or marketing rights.

If you desire additional information, please do not hesitate to contact me at (724)-403-3946 at any time, or visit our website at schoolsupplyboxes.com. Thank you for your interest in our products.

Sincerely,

Ronald Kelley,
Secretary

A handwritten signature in cursive script that reads "Ronald P. Kelley".



Board of Education Decatur Public School District #61

Date: June 25, 2024	Subject: Navigate360
Initiated By: Valdimir Talley, Safety and Security Administrator	Attachments: Quotation Q-71300
Reviewed By: Dr. Rochelle Clark, Superintendent, and Dr. Michael Curry, Chief Operational Officer, and Dr. Mary Ann Schloz, Assistant Director of Finance, Grants and Special Projects	

BACKGROUND INFORMATION:

The District's Safety and Security efforts with established security personnel is sixteen years old and only one (1) year in service as a District level department. No records exist that a third-party risk assessment was conducted. This type of assessment is important to identify any potential gaps in security features the District would like resolved.

CURRENT CONSIDERATIONS:

Third-party risk assessments would validate implemented District security programs and would identify areas where best practices may improve security services to protect students, staff, and visitors. By investing in a third-party assessment, the District demonstrates its intent to maintain safe learning environments.

FINANCIAL CONSIDERATIONS:

This program will be funded in its entirety through ESSER III for \$65,560.00

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the one-time Risk Assessment with Navigate360 in the amount of \$65,560.00 as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____



NAVIGATE360 - ORDER FORM

Customer: Decatur School District 61
101 W Cerro Gordo St
Decatur, IL 62523
Val Talley
vtalley@dps61.org

Proposal No: Q-71300
Proposal By: Steve Augustine
Email: saugustine@navigate360.com
Opp Number: 177566
Proposal Expires: 7/31/2024

Initial Investment: \$66,560.00 - Net 60

Notes: The onsite portion of the risk assessment is projected for completion August 14th through the 30th reliant on a signed contract by no later than July 12th. As long as the onsite is completed prior to August 30th we can guarantee the report will be completed by no later than September 30th

ONE-TIME SERVICES AND FEES

Product	Description	Quantity	Price
Risk Assessment	Onsite Risk Assessment	22 QTY	\$54,560.00
Travel and Lodging Expenses	Travel and Lodging Expenses	3 Resource(s)	\$12,000.00

Subscription Amount: \$0.00*

One-Time Services & Fees Total: \$66,560.00

Initial Investment Total: \$66,560.00

Proposal No: Q-71300

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.



Terms and Conditions

Please see the Master Services Agreement and Addenda thereto for the terms and conditions that govern this Order Form. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features of the Services nor dependent on any oral or written public comments made by Company regarding future functionality or features.

☒ By signing below, Customer agrees to the Master Service Agreement Terms and following addenda:

Master Service Agreement: Decatur School District 61 MSA

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

NAVIGATE360 SIGNATORY

Name: _____

Date: _____

Signature: _____

CUSTOMER BILLING INFORMATION

A/P Contact Name: _____

A/P Phone: _____

A/P Email: _____

A/P Address: _____

City: _____

State (2 Letter
Abbreviation): _____

Zip Code: _____

Federal Tax ID: _____

Purchase Order

☐ Attached PO #: _____

☐ PO in process to be sent separately:

Sales Tax Exempt No. _____

CUSTOMER SIGNATORY

Name: _____

Title: _____

Date: _____

Signature: _____

Sales Tax Exemption Certificate must be attached.

Upload Document:

Proposal No: **Q-71300**

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.



Diversity & Inclusion

Important Dates



June 2024

June is: Men's Health Awareness, African American Music, Caribbean American Heritage, Pride Month, Alzheimer's & Brain Awareness, National Migraine & Headache Awareness, National PTSD Awareness, Professional Wellness Month



Sunday the 2nd

Indian Citizenship Act of 1924

Sunday the 2nd

National Cancer Survivors Day

Thursday the 6th

D-Day (80th Anniversary)

Friday the 7th

World Caring Day

Sunday the 9th

Race Unity Day

Wednesday the 12th

Loving Day

Friday the 14th

National Flag Day (USA)

Friday the 14th

World Blood Donor Day

Saturday the 15th

World Elder Abuse Awareness Day

Sunday the 16th

Father's Day

Sunday the 18th
Speech

International Day of Countering Hate





Decatur Public Schools
Educating for Success



Diversity & Inclusion

Important Dates

July 2024

July is: French-American Heritage Month, Disability Pride Month, National Minority Mental Health Awareness, Sarcoma Awareness Month, National Picnic Month, Good Care Month, Plastic Free Month, Independent Retailer Month
July 1-7 is Clean Beaches Week, July 1-7 is Creative Week

