

# DECATUR PUBLIC SCHOOL DISTRICT #61 BOARD OF EDUCATION AGENDA

Regular Meeting Keil Administration Building 101 W. Cerro Gordo Street Decatur, IL 62523 March 04, 2025 5:00 PM Open Session Closed Session Immediately Following 6:30 PM Open Session Reconvened

Legend: AI = Action Item DI = Discuss

DI = Discussion Item IO =

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 placement of individual students in special education programs and other matters relating to individual students, the purchase or lease of real property for use 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 MARCH 04, 2025

# IO 4.0 DISTRICT HIGHLIGHT

• Muffley Elementary School

# IO 5.0 PUBLIC PARTICIPATION

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

### DI 6.0 JUNIOR BOARD MEMBER'S REPORT

#### **BOARD DISCUSSION**

#### IO 7.0 REPORTS FROM ADMINISTRATION

A. Second Read: Decatur Public School District 61 Two (2) School Year Calendars

- 2025-2026 School Year
- 2026-2027 School Year

#### AI 8.0 CONSENT ITEMS

A. Freedom of Information Report

### AI 9.0 ROLL CALL ACTION ITEMS

- A. Personnel Action Items
- B. Intergovernmental Agreement between Decatur Public School District 61 Board of Education and the Decatur Park District regarding the Oak Grove Park Property
- C. Contract between the Decatur Public School District 61 and Straightup Solar for Solar for an On-Site Solar PV Power Agreement

#### **IO 10.0 ANNOUNCEMENTS**

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

Deloris Green-Johnson, who passed away Sunday, February 16, 2025. Mrs. Green was a retired Teacher at the former French Academy School from Decatur Public Schools.

#### **IO 11.0 IMPORTANT DATES**

March 12 District-wide Half Day of School for ALL Students

- Please call your home school for details, if needed
- 14 End of Quarter
- 21 Parent/Teacher Conferences

#### - NO SCHOOL FOR STUDENTS

- 24 27 Spring Break Week
  - NO SCHOOL and District Offices are OPEN
  - 28 Casimir Pulaski Holiday Observed
    - NO SCHOOL and District Offices are Closed

#### NEXT MEETING

The public portion of the next <u>regular</u> meeting of the Board of Education will be at 6:30 PM, Tuesday, March 18, 2025 at the Keil Administration Building.

### AI 12.0 ADJOURNMENT



<b>Date:</b> March 04, 2025	<b>Subject:</b> Freedom of Information Act (FOIA) Report
<b>Initiated By:</b> Melissa Bradford, Board Secretary and District's FOIA Officer	Attachments: FOIAs
<b>Reviewed By:</b> Dr. Larry Gray, Acting Superintendent	

# **BACKGROUND INFORMATION:**

Full access to the District's public records is available to any person as provided in the Illinois Freedom of Information Act (FOIA). The Superintendent or designee shall: (1) provide the Board with sufficient information and data to permit the Board to monitor the District's compliance with FOIA and this policy, and (2) report any FOIA requests during the Board's regular meetings along with the status of the District's response. The Board Secretary serves as the District's FOIA Officer and will inform the Board of Education of any FOIA Reports from the previous month every first Board meeting of the month.

# **CURRENT CONSIDERATIONS:**

Please see the below FOIA Report from the District's FOIA Officer for Decatur Public Schools:

Date	Due	Extension	Requestor/	Topic/	Date
Received	Date	Due Date	Company	Summary	Responded
02/12/25	03/14/25	None.	Sheri Reid,	Purchasing records from	02/13/25
			Smart Procure	11/15/24 - 02/12/25	
02/13/25	02/21/25	02/28/25	Molly Sweeney,	Records and documents	02/28/25
			WCIA	from the last two months	
				regarding the expulsions	
				of students 2425-0017,	
				2425-0018 and 2425-	
				0019, suspensions of two	
				custodians and a school	
				security officer and	
				terminations of a MPSED	
				Paraprofessional.	
02/20/25	02/27/25	None.	Susan Sidener	Current trash and recycling	02/26/25
			Account	contract with a private	
			Manager,	hauler. The current contract	
			GFL	with Waste Management is	
			Environmental	to expire 7.2025 and a bid	
				will be announced in mid-	
				April.	

# Freedom of Information Act Report

# **STAFF RECOMMENDATION:**

The Administration respectfully request that the Board of Education approve this FOIA Report as presented.

# **RECOMMENDED ACTION:**

- X Approval □ Information
- □ Discussion

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



Date: March 04, 2025	Subject: Personnel Action
<b>Initiated By:</b> Monica L Wilks, Director of Human Resources, and the Human Resources Department	Attachments: 3 Pages of Personnel Action
<b>Reviewed By:</b> Dr. Larry Gray, Acting Superintendent of Schools	

# **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:**

- X Approval
- □ Information
- **D**iscussion

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

# To: Board of Education

From: Monica L Wilks, Director of Human Resources

**Date: February 26, 2025** 

**Board Date: March 4, 2025** 

**Re:** Personnel Action

# **EMPLOYMENT RECOMMENDATIONS**

#### TEACHER:

Name	Position	Effective Date
Katlyn Kelly	Grade 4, Baum	February 24, 2025

#### TEACHING ASSISTANTS:

Name	Position	Effective Date
Allison Beckwith	Special Ed Assistant, Parsons, 6 hours per day	March 3, 2025
Reginald Dobbs	Special Ed Assistant, Hope Academy, 6 hours per day	March 10, 2025

#### OUTREACH PERSONNEL:

Name	Position	Effective Date
Sharon Warden	Family Liaison, Stephen Decatur	March 3, 2025

#### EXTENDED DAY:

Name	Position	Effective Date
Mindy Cornwell	Non Certified Staff, Parsons	February 25, 2025
Aimee Dugger	Non Certified Staff, Muffley	February 25, 2025

#### SCHEDULE B

Name	Position	Effective Date
Estelle Hampton Newman	Middle School Girls Track Coach, Dennis	March 3, 2025

# **TRANSFERS**

#### CUSTODIANS:

Name	Position	Effective Date
Mattie Leonard	From 2nd Shift Head Custodian, Johns Hill to 1st Shift Head Custodian, Ellsworth Dansbury	March 3, 2025
Selina Scott	From 1st Shift Custodian, Hope Academy to 2nd Shift Custodian, ROE Alternative Ed Program/Stevenson	March 3, 2025

# **RESIGNATIONS**

#### TEACHER:

Name	Position	Effective Date
Benjamin Von Behren	Life Skills, Hope Academy	End of the 2024-25 School Year

# ADMINISTRATIVE SUPPORT:

Name	Position	Effective Date
Sherry Johnson	Program Coordinator, Extended Day	June 30, 2025

#### TEACHING ASSISTANT:

Name	Position	Effective Date
Jennifer Iwanski	Special Ed/Early Childhood Assistant, Pershing	March 7, 2025

# EXTENDED DAY:

Name	Position	Effective Date
Kendra Davis	Site Coordinator, Various	February 14, 2025

#### SCHEDULE B:

Name	Position	Effective Date
Calvin Green	Middle School Grade 7 Boys Basketball Coach, Montessori Academy	February 20, 2025

Robert Sangster	Middle School Grade 8 Boys Basketball Coach, Montessori Academy	February 14, 2025
Matthew Tucker	Middle School Girls Track and Field Coach, Montessori Academy	February 17, 2025

# **RETIREMENT**

# CUSTODIAN:

Name	Position	Effective Date
Leonard Goforth	1st Shift Head Custodian, ROE Alternative Ed Program/Stevenson	May 5, 2025

# TEACHING ASSISTANT:

Name	Position	Effective Date
Corey Anderson	Special Ed Behavioral Assistant, Macon Piatt	End of the 2024-25 School Year

# **COMPENSATION RECOMMENDATIONS:**

• The following staff member should be compensated <u>\$4,000.00</u> for the X-Step for his years of service to Decatur Public Schools: Leonard Goforth



<b>Date:</b> March 04, 2025	Subject: Purchase of Oak Grove Park
<b>Initiated By:</b> Dr. Mike Curry, Chief Operations Officer and District Legal Counsel	Attachments: Intergovernmental Agreement (IGA) and Exhhibit A: GIS Map
<b>Reviewed By:</b> Dr. Larry Gray, Acting Superintendent and Dr. Mike Curry, Chief Operations Officer	

# **BACKGROUND INFORMATION:**

As part of the final completion of the new Ellsworth Dansby Jr. Magnet School, the District wishes to increase greenspace for student use and potential solar array installation. Increasing managed greenspace involves purchasing Oak Gove Park, located approximately at <u>2275 West</u> <u>Center Street – Decatur, IL 62521 Macon County Parcel ID 04-12-08-277-014</u> from the Decatur Park District.

# **CURRENT CONSIDERATIONS:**

Purchasing the Park will give the District full control on rennovations and use. The current park configuration will add a second playground, basketball courts, tennis courts, pavilion with restrooms, ball diamond, and space for potential solar array and other outdoor learning opportunities.

# FINANCIAL CONSIDERATIONS:

The total purchase price is Eighty Thousand and 00/100 Dollars (\$80,000.00) plus closing costs. This purchase will be a Capital Projects expense.

# **STAFF RECOMMENDATION:**

The Administration respectfully requests the Board of Education agree to the purchase of Oak Grove Park property as presented, pending the Decatur Park Board's approval that would take place on March 05, 2025.

# **RECOMMENDED ACTION:**

- **X** Approval
- □ Information
- □ Discussion

BOARD ACTION:

#### **INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2025 by and between the Decatur Public School District #61 ("School", "District" or "Buyer") and the Decatur Park District ("Park" or "Seller"), wherein the parties stipulate as follows:

WHEREAS, Park is the owner of real estate generally described as Oak Gove Park, located approximately at <u>2275 West Center Street – Decatur, IL 62521 Macon County Parcel ID</u> <u>04-12-08-277-014</u>. Said property being more particularly described on the GIS Map attached hereto collectively as Exhibit A, which is attached hereto and incorporated herein (hereinafter "said real estate"); and

WHEREAS, the School desires to acquire Park's real estate, and has adopted a Resolution declaring that it is necessary or convenient for it to use, occupy or improve Park's real estate for school purposes; and

**WHEREAS,** the Board of Commissioners of Park has determined that Park's real estate, legally described in Exhibit A, is underutilized for use as a Park;

WHEREAS, the Board of Commissioners of Park has approved the sale described in this Agreement by at least a four-fifths vote;

**WHEREAS,** the Decatur Park District is situated wholly within the corporate limits of the Decatur Public School District #61; and

WHEREAS, it is in the public interest to maximize the efficient use of School and Park properties; and

WHEREAS, School and Park have the authority to enter this Agreement in the manner set forth herein pursuant to Section IO of Article VII of the Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 *ILCS 220/1 et. Seq.)*, the Illinois Local Government Property Transfer Act (50 *ILCS 605/1 et. Seq.*), and the Illinois Park District Code (70 *ILSC 1205/10-7*).

**NOW THEREFORE,** in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. **Incorporation of Recitals.** The parties hereby find that all of the recitals contained in the preambles to this Agreement are full, true and correct and do incorporate them into this Agreement by this reference.

2. **Purchase Price.** Buyer agrees to pay to Seller for said real estate the total purchase price of Eighty Thousand and 00/100 Dollars (\$80,000.00) ("the Purchase Price"). The Purchase Price shall be paid by Buyer to Seller in full at closing, less credits allowed Buyers by this Contract, via Cashier's Check, wire transfer or other form of payment acceptable to Seller.

3. <u>Condition of Premises.</u> Buyer warrants that they have inspected said real estate, and are acquainted with the condition thereof, and Buyer accepts the same in its present, "As Is" condition. Buyer acknowledges that no representations, warranties or guarantees with respect to the condition of the Premises have been made by Seller or Seller's agent. SELLER DISCLAIMS ALL WARRANTIES AS TO CONDITION, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF HABITABILITY AND FITNESS, AND SELL SAID REAL ESTATE IN "AS IS" CONDITION.

4. **Deed of Conveyance.** Seller shall execute and deliver to Buyer at closing a Warranty Deed to said real estate, conveying title to said real estate to Buyer, in fee simple, subject only to permissible exceptions to title set forth in paragraph 5. below.

5. **Evidence of Title.** (a) Within a reasonable time prior to closing, Seller shall provide to Buyer as evidence of title a Commitment For Title Insurance issued by a Title Insurance Company regularly doing business in the County within which said real estate is located, committing the Company to issue a Policy Of Title Insurance in the usual form, insuring title to said real estate in Buyer, subject only to the permissible exceptions to title set forth below, in the amount of the Purchase Price.

(b) Permissible exceptions to title shall include only the lien of current general taxes; zoning laws and building ordinances; easements of record, which do not underlie or restrict the improvements intended by Buyer or unreasonably interfere with the quiet enjoyment of said real estate; covenants and restrictions of record, which will not be violated by Buyer's intended use of said real estate for school facilities; rights of the public, the State of Illinois, the County the Township and the City in and to any part of the premises taken, used or dedicated for roads, streets or highways; rights of any drainage district of which the property is a part to assess the property from time to time; existing mortgages, if any, which shall be removed at or prior to closing; and any other standard exceptions customarily included in Title Insurance Policies issued in the County within which said real estate is located.

(c) Within a reasonable time after receipt of the evidence of title, Buyer shall point out in writing to Seller any unpermitted exceptions to title which appears therein, and unless so pointed out, the evidence of title shall be conclusively presumed to be accepted by Buyer. Seller shall have a reasonable time to cure any unpermitted exception of which Buyer gives notice. Seller shall have the right to cure any such exception which may be removed by the payment of money by deducting the amount of such payment from the Purchase Price at the time of closing. If Seller is unable to cure any such exceptions and is unable to procure a Title Policy insuring over such exceptions, then Buyer shall have the option of terminating this Contract, or of accepting title subject to such exceptions and proceeding to close without any reduction in the Purchase Price, in which case such exceptions shall be deemed permissible exceptions to title.

(d) The evidence of title, including the cost of an Owner's Policy Of Title Insurance in the full amount of the Purchase Price, issued by the Company making the Title Insurance Commitment, shall be at the sole expense of Buyer. Buyer shall also pay the cost of any Mortgage Policy Of Title Insurance and endorsements required by Buyer's lender, if any.

6. **Possession and Closing.** Seller shall deliver possession of said real estate to Buyer concurrently with the closing of this transaction, which shall be held on or before

<u>April 11<sup>th</sup></u>,202<u>5</u>, at the offices the title insurer, and the Buyer shall pay the closing fee charged for same.

7. **Taxes and Assessments.** Seller represents and warrants that the real estate is currently exempt from real estate tax. Therefore, the parties acknowledge and agree that there shall be no credit issued to Buyer for accrued and unpaid real estate taxes at closing.

8. <u>Underground Storage Tanks.</u> Seller warrants that to the best of its knowledge, information and belief, there are no underground storage tanks of any kind located upon said real estate.

# 9. Fixtures and Personal Property.

(a) The following fixtures and/or property located upon the Park real estate are NOT included in the transfer of the Park's property to the District and may be removed by the Park prior to the closing of this transaction, to-wit: **NONE.** 

(b) The following items of personal property are included in the Park's transfer to the District and shall remain upon said real estate in their "As Is" condition, to-wit: **NONE.** 

10. <u>**Time of the Essence.**</u> Time for the performance of the obligations of the parties is of the essence of this Agreement.

11. **<u>RESPA/TRA.</u>** The parties agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Real Estate Settlement Procedures Act of 1974, as amended, if applicable, and the Tax Reform Act of 1986, if applicable.

12. **Breach/Attorney's Fees.** Breach by either party shall entitle the other party to all remedies available in law or equity, including specific performance. Breach by either party shall entitle the nonbreaching party to claim and recover as damages all reasonable costs, attorneys' fees and expenses incurred in connection with the enforcement of this Agreement.

13. <u>Notices.</u> All communications and notices required by this agreement to be served upon either party shall be made in writing and shall be delivered or sent by United States Mail, certified postage prepaid, to the administrative office of each party.

14. **Brokerage Disclosure.** The parties warrant to each other that no real estate agent, agency, firm or person is involved in this transaction to which any commission or finder's fee could be owed from them.

15. <u>Assignments/Succession of Obligations.</u> All terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns. All warranties and agreements contained herein shall survive closing.

16. **Execution.** This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto shall have signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the agreement as fully as if all of the parties shall have signed a single document. The parties agree that facsimile copies of signatures on this Agreement and on closing documents (other than the deed of conveyance and real estate transfer declaration) shall have the same effect as original signatures.

17. <u>Governing Law and Choice of Venue</u>. It is the intention of the parties that the laws of the State of Illinois shall govern the validity of this Agreement, the constructions of its terms, and the interpretation of the rights and duties of the parties hereunder. Any suit involving any dispute or matter arising under this Agreement may only be brought in the Circuit Court of Macon County, Illinois.

18. **Entire Agreement**. This Agreement contains the entire agreement between the parties. This Agreement can be modified, changed or discharged only by a written instrument executed by the parties; provided, however, that the parties to this Agreement will enter into such other and further agreements as may be necessary to carry out the purpose of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

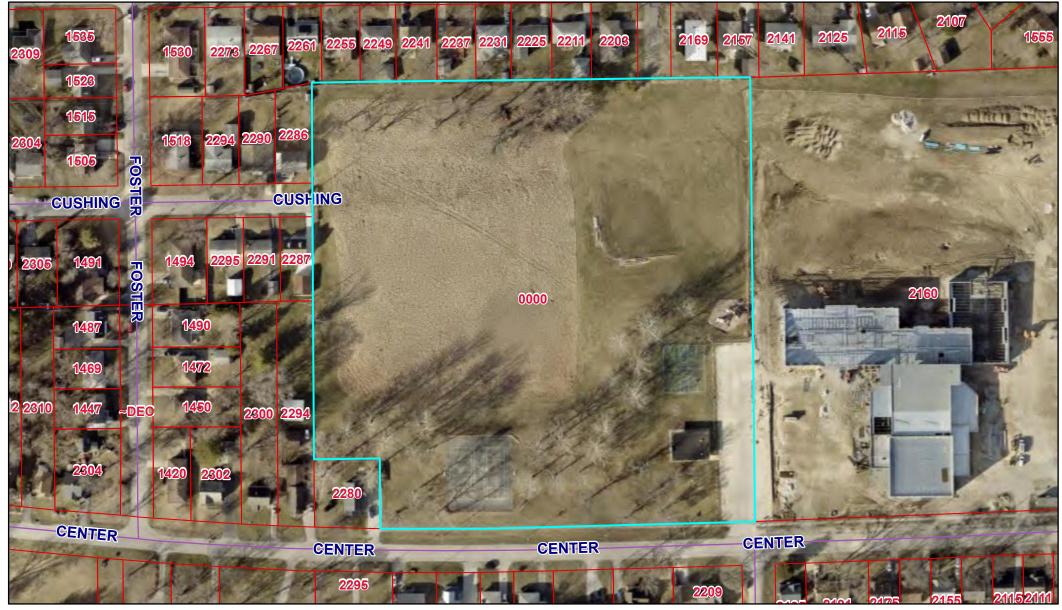
**Board of Education**, **Decatur Public School District #61** 

By: \_\_\_\_\_ Attest: \_\_\_\_\_ Secretary

**Board of Commissioners, Decatur Park District** 

By: \_\_\_\_\_ Attest: \_\_\_\_\_ Attest: \_\_\_\_\_

# Exhibit A - Oak Grove Park



2/26/2025, 11:29:16 AM

Parcels

Streets



<b>Date:</b> March 04, 2025	Subject: Solar Power Purchase Agreement
<b>Initiated By:</b> Dr. Mike Curry, Chief Operations Officer,	Attachments: Agreement will be provided at the March 04, 2025 Board of Education Meeting
<b>Reviewed By:</b> Dr. Larry Gray, Acting Superintendent, Dr. Mike Curry, Chief Operations Officer, District Legal Counsel	

# **BACKGROUND INFORMATION:**

At the direction of the Board of Education, the Operations Department has spent the past two years investigating the potential positives of solar power agreements on the district's finances and properties. After numerous interactions, presentations, vendor meetings and projections, the Board of Education entered into a third-party agreement with Nania Energy Advisors to serve in the role of professional advisors in a bidding project for solar providers interested in collobrating on a Power Purchase Agreement with Decatur Public School District #61.

# **CURRENT CONSIDERATIONS:**

After Nania's initial bid package, the vetting of the top three vendors, and presentations by each vendor, the Operations Department is recommending that the District engage in a Power Purchase Agreement with Straight-up Solar.

# FINANCIAL CONSIDERATIONS:

There is no financial cost to the district. The district would be entering into a twenty (20) year agreement to have solar arrays installed at five (5) or six (6) district locations, including Stephen Decatur Middle School, Hope Academy, Franklin Gove Elementary, Muffley Elementary, Eisenhower High School, and Ellsworth Dansby Jr. Magnet School.

# **STAFF RECOMMENDATION:**

The Administration respectfully requests the Board of Education approve the contract for a Power Purchase Agreement with Straight-up Solar as presented; pending the agreement that will be provided at the March 04, 2025 Board of Education meeting.

# **RECOMMENDED ACTION:**

- **X** Approval
- □ Information
- □ Discussion

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