

DECATUR PUBLIC SCHOOL DISTRICT #61  
BOARD OF EDUCATION  
AGENDA

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

March 05, 2024  
4:00 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 conduct student discipline/expulsion hearings 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 05, 2024**

**IO 4.0 DISTRICT HIGHLIGHT**

- Recap of 7 Mindsets from a Student's View

**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 BOARD COMMITTEE REPORTS**

- Facilities Committee

## **JUNIOR BOARD MEMBER'S REPORT**

### **BOARD DISCUSSION**

- Professional Development
- Standardized Testing

## **IO 7.0 REPORTS FROM ADMINISTRATION**

- A. Master Facility Plan

## **AI 8.0 CONSENT ITEMS**

- A. Minutes: Special Open/Closed Meetings February 22, 2024
- B. Freedom of Information Report
- C. Release of February Checks Early

## **AI 9.0 ROLL CALL ACTION ITEMS**

- A. Ratification of a Macon-Piatt Special Education District (MPSED Assistant Director  
**Please note:** This item was approved by the Macon-Piatt Special Education District Executive Board on Thursday, February 15, 2024
- B. Vote on a Potential Student 2324-0032 Expulsion
- C. Vote on a Potential Student 2324-0033 Expulsion
- D. Vote on a Potential Student 2324-0034 Expulsion
- E. Vote on a Potential Student 2324-0035 Expulsion
- F. Vote on a Potential Student 2324-0036 Expulsion
- G. Community Summer Program Scholarship Agreement Update for 2024
- H. ClearGov Service Agreement
- I. Learning Success Kits
- J. Purchase of a Pre-Owned Tandem Dump Truck

**PLEASE NOTE: The below DPS Resolution is pertaining to the Reduction in Force regarding a Dismissal (performance)**

### **K. Decatur Public School (DPS) District 61 Resolution**

- 1. The dismissal of one (1) Professional Educator Licensed (PEL) Employee

## **IO 10.0 IMPORTANT DATES**

- March** 06 Decatur Public Schools Career Expo
  - 4:00 PM to 6:00 PM, MacArthur High School
- 13 District-wide Half Day of School for ALL Students
  - **Please call your home school for details, if needed**

- 22 Parent/Teacher Conferences
  - **NO SCHOOL FOR STUDENTS**
- 25 – 29 Spring Break Week
  - **NO SCHOOL and District Offices are OPEN**
- 29 Good Friday Holiday
  - **NO SCHOOL and District Offices are Closed**

**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](mailto:jdase@dps61.org) and/or 217 362-3013.**

**NEXT MEETING**

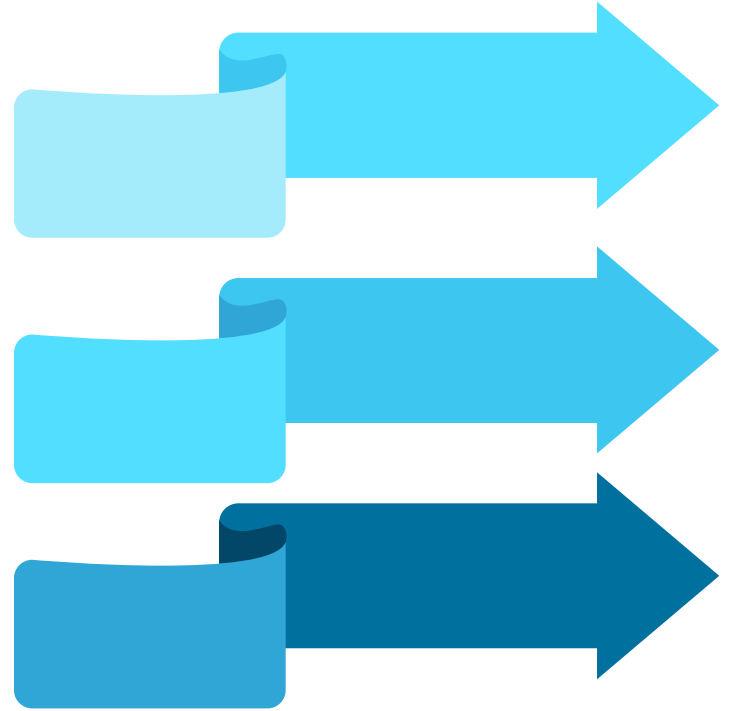
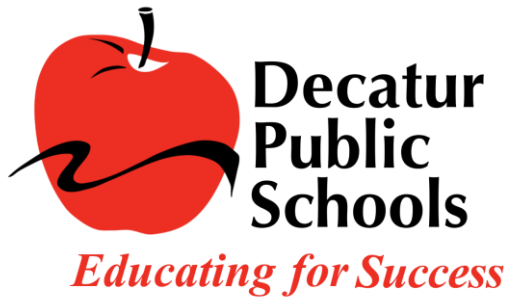
The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, March 19, 2024 in the 1<sup>st</sup> floor Board Room at the Keil Administration Building.

**Please note: Due to Spring Break Week, the March Board meetings are the first and the third Tuesdays.**

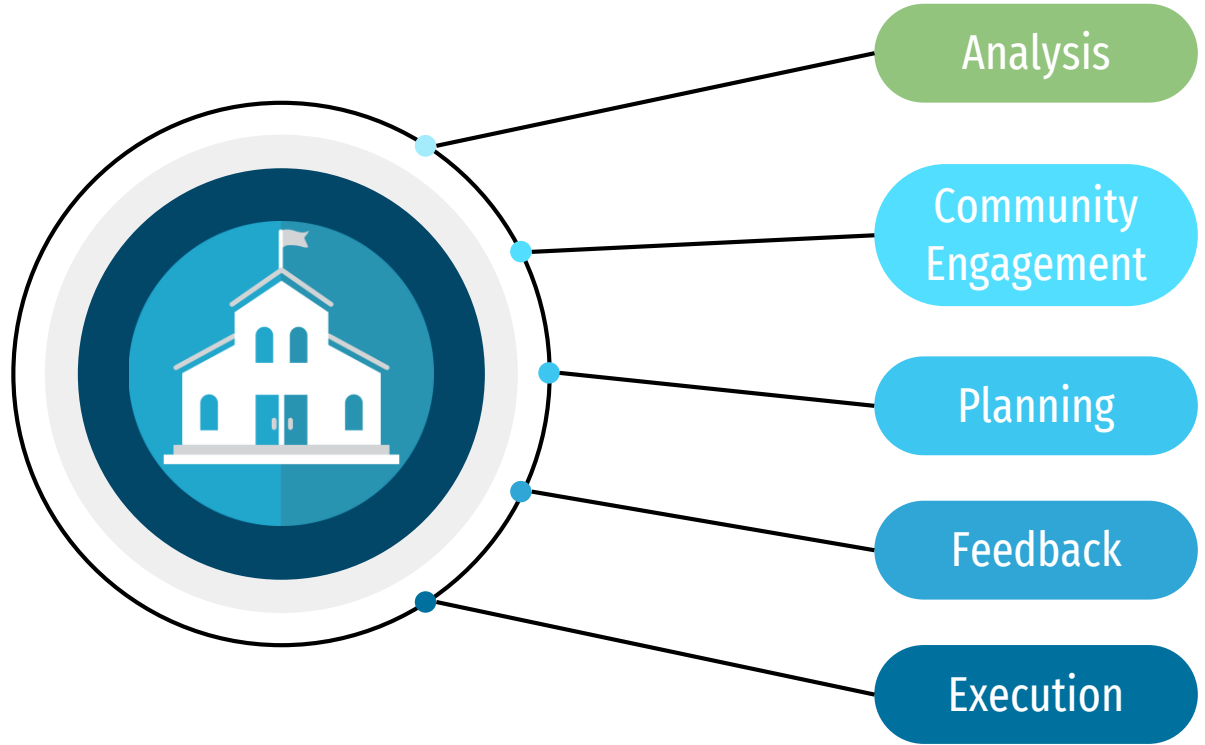
**AI 11.0 ADJOURNMENT**

# Master Facilities Planning Update

BOE Update · March 5, 2024



# Long-Term Master Plan for All District Facilities



**Decatur Public Schools**  
*Educating for Success*

# Planning Details: Analysis



## **October 2023**

- ✓ Selection of Structural Engineering Investigation Firm = Klingner & Assoc., selected by BOE October 10, 2023

## **November/December 2023**

- ✓ RFQ — Facilities Master Plan Facilitator(s), released week of November 1, 2023
- ✓ Select 6-8 individuals to form a sub-committee of the Facilities Committee to interview RFQ respondents
- ✓ Sub-committee meets to determine selection criteria prior to interviewing individuals/companies responding to the RFQ
- ✓ Firms/individuals interested in responding to RFQ submit documentation to the sub-committee for consideration
- ✓ Sub-committee reviews submittals and creates short-list of firms to be interviewed

## **January/February/March 2024**

- ✓ Sub-committee interviews short-listed firms
  - Master Plan Facilitator(s) recommendation made to the BOE
  - Master Plan Facilitator(s) begins work of gathering information and working through master planning process



# Goal of Facilitation Process

**Make data-driven decisions that support the future of the District and our students as a whole**



Master Facilities Planning Process will provide a GLOBAL look at the entire District, taking into account:

- Current and future demographics of the City and District enrollment
- Current and future staffing needs
- Efficient use of facilities
- Academic achievement data – how do we think outside the box with our facilities to move our student achievement forward?
- Fiscal responsibility



# Update on Structural Engineering Reports

## **Klingner & Associates = Conducting structural evaluations of all 25 buildings/locations within DPS**

- Completed site visits for visual structural evaluation of all 25 buildings/locations
- Notified DPS Maintenance about immediate concerns to be fixed, which have been corrected
- Klingner will present updates on 4-5 buildings at upcoming Board meetings, and will continue to give subsequent updates



## **BLDD is completing all Health/Life Safety reports**



# Master Planning Facilitator

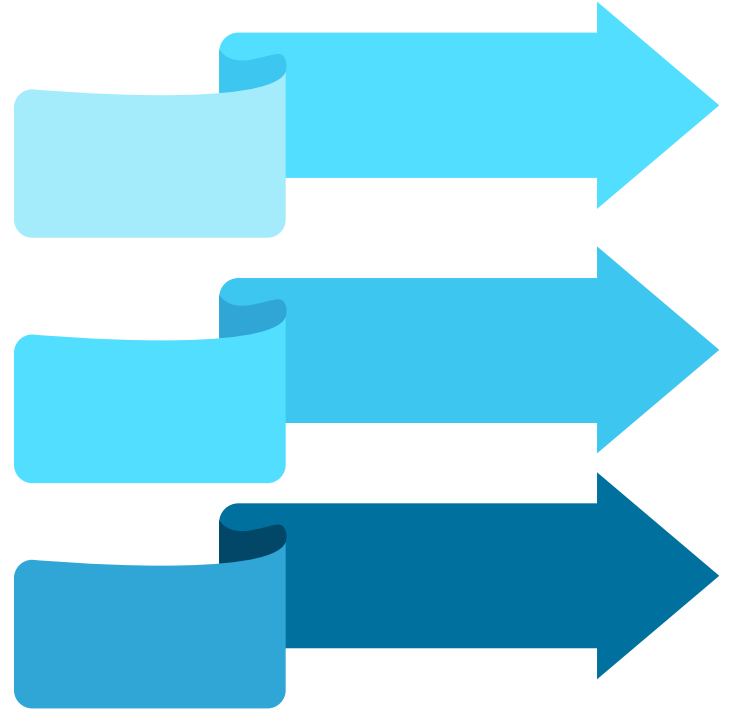
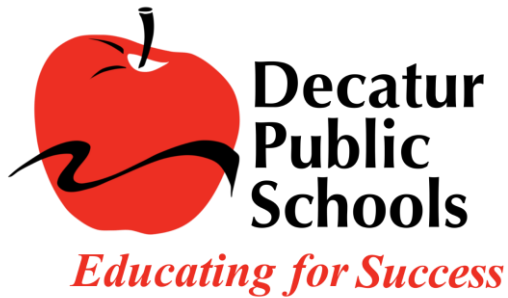
## Next Steps

- **February:** Select Master Plan Facilitator(s)
- **March:** Deep data dive + begin engaging stakeholders
- **April-May:** Continue work with stakeholder groups to develop Facilities Master Plan
- **June:** Facilities Master Plan recommendations will be made to the BOE



# Questions?

BOE Update · March 5, 2024



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

DATE/TIME: February 22, 2024

4:00 PM

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

PRESENT: Bill Clevenger, President  
Alana Banks  
Al Scheider

Jason Dion, Vice President  
Mark Reynolds  
Will Wetzel

ABSENT: Kevin Collins-Brown

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

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

TOPIC	DISCUSSION	ACTION
<b>Closed Executive Session</b>	President Clevenger called the meeting to order and moved into Closed Executive Session to conduct student discipline/expulsions hearings and discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body, seconded by Vice President Dion.  President Clevenger called for a Roll Call Vote: Aye: Reynolds, Wetzel, Scheider, Banks, Clevenger, Dion Nay: None Absent: Kevin Collins-Brown Roll Call Vote: 6 Aye, 0 Nay, 1 Absent	Closed Executive Session at 4:00 PM.
<b>Return to Open Session</b>	President Clevenger moved to return to Open Session, seconded by Mr. Scheider. All were in favor.	Returned to Open Session at 5:13 PM.
<b>Open Session Continued</b>	President Clevenger noted that the Board of Education had been in Closed Executive Session to conduct student discipline/expulsion hearings and discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body. <u>No action was taken during Closed Executive Session.</u>	Information only.
<b>Pledge of Allegiance</b>	President Clevenger led the Pledge of Allegiance.	
<b>Approval of Agenda, February 22, 2024</b>	Superintendent Clark recommended the Board approve the February 22, 2024 Special Open Session Board Meeting Agenda as presented.  Mr. Wetzel moved to approve the recommendation, seconded by Vice President Dion. All were in favor.	Agenda was approved as presented.

<b>Public Participation</b>	<p>President Clevenger noted that during Public Participation, the Board of Education asked for the following:</p> <ul style="list-style-type: none"><li>• Identify oneself and be brief.</li><li>• Comments should be limited to 3 minutes.</li><li>• Any public comments submitted to the Board Secretary will be included in the record.</li></ul> <p>No one signed up and/or requested to speak.</p> <p>For the listening audience, we are going to move Board Discussion after the Roll Call Action Items.</p>	<p>Information only.</p>
<b>Potential Student 2324-0028 Expulsion</b>	<p>Superintendent Clark recommended the Board of Education “authorize the issuance of a decision in the expulsion case for Student #2324-0028 consistent with the findings from the Hearing Officer’s Report, and that Student #2324-0028 be expelled from the Decatur Public School District, all events, property and activities of the District for the REMAINDER of the 2023-2024 school year and ALL of the 2024-2025 school year, with NO stay for alternative education. <b>Please note:</b> Student #2324-0028 can return to the home school on the first day of school of the 2025-2026 school year. Parents will be notified of the date for the first day of school once the calendar for the 2025-2026 school year is approved. Parents will also be notified of other educational options available for Student #2324-0028 during the expulsion period.</p> <p>Ms. Banks moved to approve the recommendation, seconded by Vice President Dion. Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Dion, Scheider, Banks, Reynolds, Wetzels, Clevenger Nay: None Absent: Collins-Brown Roll Call Vote: 6 Aye, 0 Nay, 1 Absent</p>	<p>Motion carried. Student 2324-0028 was approved to be expelled for the remainder of the 23-24 SY and all of the 24-25 SY as presented.</p>
<b>Potential Student 2324-0029 Expulsion</b>	<p>Superintendent Clark recommended the Board of Education “authorize the issuance of a decision in the expulsion case for Student #2324-0029 consistent with the findings from the Hearing Officer’s Report, and that Student #2324-0029 be expelled from the Decatur Public School District, all events, property and activities of the District for the REMAINDER of the 2023-2024 school year and ALL of the 2024-2025 school year, with NO stay for alternative education. <b>Please note:</b> Student #2324-0029 can return to the home school on the first day of school of the 2025-2026 school year. Parents will be notified of the date for the first day of school once the calendar for the 2025-2026 school year is approved. Parents will also be notified of other educational options available for Student #2324-0029 during the expulsion period.</p> <p>Ms. Banks moved to approve the recommendation, seconded by Mr. Reynolds. Hearing no questions, President Clevenger called for a Roll Call Vote:</p>	<p>Motion carried. Student 2324-0029 was approved to be expelled for the remainder of the 23-24 SY and all of the 24-25 SY as presented.</p>

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Aye: Wetzel, Reynolds, Clevenger, Dion, Scheider, Banks  
Nay: None  
Absent: Collins-Brown  
Roll Call Vote: 6 Aye, 0 Nay, 1 Absent

**Potential  
Student 2324-  
0030 Expulsion**

Superintendent Clark recommended the Board of Education “authorize the issuance of a decision in the expulsion case for Student #2324-0030 consistent with the findings from the Hearing Officer’s Report, and that Student #2324-0030 be expelled from the Decatur Public School District, all events, property and activities of the District for the REMAINDER of the 2023-2024 school year and ALL of the 2024-2025 school year, with NO stay for alternative education. **Please note:** Student #2324-0030 can return to the home school on the first day of school of the 2025-2026 school year. Parents will be notified of the date for the first day of school once the calendar for the 2025-2026 school year is approved. Parents will also be notified of other educational options available for Student #2324-0030 during the expulsion period.

Motion carried.  
Student 2324-0030 was approved to be expelled for the remainder of the 23-24 SY and all of the 24-25 SY as presented.

Ms. Banks moved to approve the recommendation, seconded by Mr. Reynolds.  
Hearing no questions, President Clevenger called for a Roll Call Vote:  
Aye: Banks, Scheider, Wetzel, Reynolds, Dion, Clevenger  
Nay: None  
Absent: Collins-Brown  
Roll Call Vote: 6 Aye, 0 Nay, 1 Absent

**Potential  
Student 2324-  
0031 Expulsion**

Superintendent Clark recommended the Board of Education “authorize the issuance of a decision in the expulsion case for Student #2324-0031 consistent with the findings from the Hearing Officer’s Report, and that Student #2324-0031 be expelled from the Decatur Public School District, all events, property and activities of the District for the REMAINDER of the 2023-2024 school year and ALL of the 2024-2025 school year, with NO stay for alternative education. **Please note:** Student #2324-0031 can return to the home school on the first day of school of the 2025-2026 school year. Parents will be notified of the date for the first day of school once the calendar for the 2025-2026 school year is approved. Parents will also be notified of other educational options available for Student #2324-0031 during the expulsion period.

Motion carried.  
Student 2324-0031 was approved to be expelled for the remainder of the 23-24 SY and all of the 24-25 SY as presented.

Ms. Banks moved to approve the recommendation, seconded by Vice President Dion. Hearing no questions, President Clevenger called for a Roll Call Vote:  
Aye: Scheider, Banks, Clevenger, Wetzel, Dion, Reynolds  
Nay: None  
Absent: Collins-Brown  
Roll Call Vote: 6 Aye, 0 Nay, 1 Absent

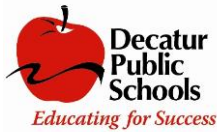
<b>Board Discussion</b>	<p>President Clevenger asked Attorney Luke Freeney to present information on proposed TIFs (Tax Increment Financing) from the city of Decatur and its possible impacts towards the school district.</p> <p>The equalized assessed value (EAV) property within the TIF would be frozen. The duration of a TIF could be 23 years. The school district would get the same revenue off of a particular property for the duration of the TIF. Any increase in EAV during the TIF or the increment gain, is segregated and those funds would go to the city of Decatur to pay for development projects within the TIF; development could be a number of things. At the end of the TIF, the EAV should be much higher. School districts were frustrated with TIF because of the 23 years of frozen revenue within the TIF.</p> <p>The city of Decatur has to post a notice if they move forward with a TIF or TIFs.</p> <p>The Board of Education discussed their views on a possible TIF or TIFs from the city of Decatur with Attorney Freeney and the impact it could cause on the school district. They were not sure of the city of Decatur's purpose of a TIF or TIFs.</p> <p>The Board of Education would like for Superintendent Clark to continue conversations with the city of Decatur regarding their purpose and to keep them informed of their next steps. Hopefully, an agreement would be proposed that would benefit both as it related to fairness and equity.</p>	Information only.
<b>Important Dates</b>	<p><b>IMPORTANT DATES</b></p> <p><b><u>February</u></b> 29 Principal for a Day</p> <p><b><u>March</u></b> 04 Casimir Pulaski Holiday – <b>SCHOOL IS IN SESSION</b> 06 Decatur Public Schools Career Expo – 4:00 PM to 6:00 PM at MacArthur High School</p> <p><b>NEXT MEETING</b></p> <p>The public portion of the next <u>regular</u> meeting of the Board of Education will be at 6:30 PM, Tuesday, February 27, 2024 at the Keil Administration Building.</p> <p><b>Please note: Due to Spring Break Week, the March Board meetings are the first (5<sup>th</sup>) and the third (19<sup>th</sup>) Tuesdays.</b></p>	Information only.
<b>Adjournment</b>	<p>President Clevenger asked for a motion to adjourn. Mr. Reynolds motioned, seconded by Ms. Banks. All were in favor.</p>	Board adjourned at 5:53 PM.

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Bill Clevenger, President

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Melissa Bradford, Board Secretary



## Board of Education Decatur Public School District #61

<b>Date:</b> March 05, 2024	<b>Subject:</b> Freedom of Information Act (FOIA) Report
<b>Initiated By:</b> Melissa Bradford, Board Secretary and District's FOIA Officer	<b>Attachments:</b> FOIAs
<b>Reviewed By:</b> Dr. Rochelle Clark, 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:

#### Freedom of Information Act Report

Date Received	Due Date	Extension Due Date	Requestor/ Company	Topic/ Summary	Date Responded
02/09/24	02/20/24	02/27/24	Alyssa Patrick, WAND	Emails to & from Jared Lamb, Rochelle Clark, Jeff Dase & Denise Swarthout: 01/25/24-01/26/24 words Stephen Decatur Middle School, fight, parents, physical altercation, incident, tip, plan for fight, parents coming to school or dismissal.	02/22/24
02/12/24	02/20/24	None.	Megan Shannon, Fegan Scott LLC	Communications to/from Raptor T. regarding data breach or leak which left sensitive school records and personal information of students, parents, and school staff unprotected.	02/20/24

02/20/24	03/21/24	None.	Sheri Reid, Smart Procure	Purchasing records from 11/20/23 – 02/20/24.	02/20/24
02/22/24	02/29/24	None.	Bret Arnoldussen, School Specialty	Bid tabulations for the for 111-1824 General Supplies.	02/22/24
02/26/24	03/04/24	None.	Leara Evans, Retired Employee	See attached.	None at this time.
02/27/24	03/05/24	None.	Leara Evans, Retired Employee	See attached.	None at this time.
02/27/24	03/05/24	None.	Leara Evans, Retired Employee	See attached.	None at this time.
02/29/24	03/07/24	None.	Alyssa Patrick, WAND	Employee file of Nathan Gipson, except for records exempt by Section 7, disciplinary records from 08/2023 – 02/2024, emails or texts regarding his discipline and complaints filed against Mr. Gipson by staff, students and parents.	None at this time.

**STAFF RECOMMENDATION:**

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

**RECOMMENDED ACTION:**

- ☒ Approval  
☐ Information  
☐ Discussion

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

Leara Evans  
649 Arthur Court  
Decatur, Illinois 62526  
learaevans@yahoo.com  
217-877-6106

2/26/2024

Melissa Bradford  
FOIA Officer for DPS 61  
[Decatur Public Schools (DPS) or relevant educational authority]  
101 Cerro Gordo Drive  
Decatur, Illinois 62521

Dear DPS 61 School Board

Under the Freedom of Information Act (FOIA) (5 ILCS 140/3) and applicable state laws, I am writing to request the following information from Decatur Public Schools 61 (DPS 61) or relevant educational authority:

1. The number of students expelled from Decatur Public Schools (DPS 61) from August 2022 to the present date (or the most recent available data). In the following format:

School Year	Number of Students Expelled
2022-2023	# of Students Expelled
2023-2024	# of Students Expelled

2. The race of each student expelled from August 2022 to the present date (or the most recent available data).

3. The gender of each student expelled from August 2022 to the present date (or the most recent available data). In the following format:

Gender	Number of Student Expelled
Male	# of Students Expelled
Female	# of Students Expelled

4. The length of expulsion for each student expelled from August 2022 to the present date (or the most recent available data). Please list in order of students availability to return date.

5. The number of expelled students who are currently enrolled in the Decatur Public Schools Alternative Education Program from August 2022 to the present date (or the most recent available data).

School Year	Number of Students Expelled Enrolled
2022-2023	# of Students
2023-2024	# of Students

All requests are processed as received. Pursuant to the Freedom of Information Act (5 ILCS 140/3) the district will respond within 5 working days of receipt of request as defined by the FOIA. I would prefer to receive the requested information electronically, via email at **learaevans@yahoo.com**.

If you require any further clarification or information to process this request, please do not hesitate to contact me.

Thank you for your attention to this matter. I look forward to your prompt response.

Sincerely,

*Leara Evans*

Leara Evans

Leara Evans  
649 Arthur Court  
Decatur, Illinois 62526  
learaevans@yahoo.com  
217-877-6106

2/27/2024

Melissa Bradford  
FOIA Officer for DPS 61  
[Decatur Public Schools (DPS) or relevant educational authority]  
101 Cerro Gordo Drive  
Decatur, Illinois 62521

Dear DPS 61 School Board

Under the Freedom of Information Act (FOIA) (5 ILCS 140/3) and applicable state laws, I am writing to request the following information from Decatur Public Schools 61 (DPS 61) or relevant educational authority:

1. The number of students with Individualized Education Plans (IEP) suspended from Decatur Public Schools (DPS 61) from August 2022 to the present date (or the most recent available data). In the following format:

School Year	Number of Students w/IEPs Suspended
2022-2023	# of Students Suspended
2023-2024	# of Students Suspended

2. The race of each student suspended from August 2022 to the present date (or the most recent available data).

School Year	Number of Students Suspended
2022-2023	# of Students Suspended
2023-2024	# of Students Suspended

3. The number of vacant teacher positions from August 2021 to the present date (or the most recent available data). In the following format:

School Year	Vacant Teacher Positions
2021-2022	

2022-2023	
2023-2024	

3. The number of teacher resignations from August 2021 to the present date (or the most recent available data).In the following format:

School Year	Teacher Resignations
2021-2022	
2022-2023	
2023-2024	

4. The number of lawsuits involving the Decatur Public Schools from August 2021 to the present date (or the most recent available data).

School Year	Lawsuits
2021-2022	
2022-2023	
2023-2024	

All requests are processed as received. Pursuant to the Freedom of Information Act (5 ILCS 140/3) the district will respond within 5 working days of receipt of request as defined by the FOIA. I would prefer to receive the requested information electronically, via email at **learaevans@yahoo.com**.

If you require any further clarification or information to process this request, please do not hesitate to contact me.

Thank you for your attention to this matter. I look forward to your prompt response.

Sincerely,

*Leara Evans*

Leara Evans

Leara Evans  
649 Arthur Court  
Decatur, Illinois 62526  
learaevans@yahoo.com  
217-877-6106

2/27/2024

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FOIA Officer for DPS 61  
[Decatur Public Schools (DPS) or relevant educational authority]  
101 Cerro Gordo Drive  
Decatur, Illinois 62521

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1. The number of students with Individualized Education Plans (IEP) expelled from Decatur Public Schools (DPS 61) from August 2022 to the present date (or the most recent available data). In the following format:

School Year	Number of Students w/IEPs Expelled
2022-2023	# of Students Expelled
2023-2024	# of Students Expelled

2. The number of Black students with IEPs expelled from August 2022 to the present date (or the most recent available data).

School Year	Number of Students Suspended
2022-2023	# of Students Suspended
2023-2024	# of Students Suspended

3. The number of Black teachers from August 2021 to the present date (or the most recent available data). In the following format:

School Year	Number of Black Teachers
2021-2022	

2022-2023	
2023-2024	

4. The demographics of students who are currently enrolled in the Decatur Public Schools Special Education Program from August 2021 to the present date (or the most recent available data).

School Year	Black	White	Hispanic	Multirace
2021-2022				
2022-2023				
2023-2024				

All requests are processed as received. Pursuant to the Freedom of Information Act (5 ILCS 140/3) the district will respond within 5 working days of receipt of request as defined by the FOIA. I would prefer to receive the requested information electronically, via email at **learaevans@yahoo.com**.

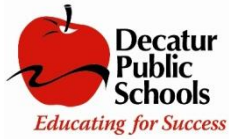
If you require any further clarification or information to process this request, please do not hesitate to contact me.

Thank you for your attention to this matter. I look forward to your prompt response.

Sincerely,

*Leara Evans*

Leara Evans



## Board of Education Decatur Public School District #61

<b>Date:</b> March 05, 2024	<b>Subject:</b> Release February Checks Early
<b>Initiated By:</b> Dr. Mike Curry, Chief Operational Officer	<b>Attachments:</b> N/A
<b>Reviewed By:</b> 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 March is the first 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, March 13<sup>th</sup>, the normal day the checks would have been released. The agenda of bills would be brought to the Board to approve retroactively at the March 19<sup>th</sup> meeting, on the third Tuesday of the month.

### **FINANCIAL CONSIDERATIONS:**

Checks would be released a week later than the first Board meeting; and one week prior to the meeting in which the bills are approved.

### **STAFF RECOMMENDATION:**

The Administration respectfully requests the Board of Education authorize the Business Office to release February checks on or before March 13<sup>th</sup> prior to Board retroactive approval on March 19<sup>th</sup> as presented.

### **RECOMMENDED ACTION:**

☒ Approval  
☐ Information  
☐ Discussion

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

To: Dr Rochelle Clark, Superintendent  
From: Deanne Hillman, Interim Director of Human Resources  
Date: March 5, 2024  
Re: Administrative Recommendation

The following person is recommended for the position of Assistant Director at Macon Piatt.

Elizabeth Lang

Education:

2005	MA	Special Education, University of Illinois, Champaign, IL
1996	BA	Special Education, Illinois State University, Bloomington, IL

Experience:

2023 – present	Special Ed Administrator, Macon Piatt Special Ed, Decatur, IL
2011 – 2023	Assistant Director of Special Ed, Champaign Unit 4 Schools, Champaign, IL
1996 – 2011	Special Education Teacher, Champaign Unit 4 Schools, Champaign, IL

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For payroll purposes only

Effective: July 1, 2024

Pro-rated: Yes No X Step: 21

Base: \$121,655.00

TRS: as allowable

Number of full contract days: 260

Prorated: \$

TRS: as allowable

Licensure Number: 383163

Account Number: 12.00.2331.0810.0.110

Salary approved \_\_\_\_\_

Date \_\_\_\_\_

## **ASSISTANT DIRECTOR CONTRACT**

### **Fiscal Year 2024-2025**

This Contract between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter “the Board” or “the District”) and **Elizabeth Lang** (hereinafter “the Assistant Director”), and ratified at the meeting of the Board held on February 27, 2024, as found in the minutes of that meeting.

#### **IT IS AGREED:**

**1. Employment.** The Assistant Director is hereby hired and retained from June 1, 2024 to June 30, 2025, as Assistant Director-Macon Piatt.

**2. Duties.** The duties and responsibilities of the Assistant Director shall be all those duties incident to the office of the Assistant Director 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 an Assistant Director ; and to perform such other duties normally performed by an Assistant Director as from time to time may be assigned to the Assistant Director by the Superintendent of Schools or the Board. The work day, work year, contract year and holidays and holiday pay for the Assistant Director shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).

**3. Salary.** The Board shall set the salary for the Assistant Director. For the 2024-2025 year the amount of the Assistant Director ’s salary shall be set by the Board but shall not be less than **One Hundred Twenty-Nine Thousand One Hundred Forty-Nine and 00/100 (\$129,149.00)** per annum. For each subsequent year of the Contract, the Board shall pay 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 paid during the previous Contract year. The Assistant 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 Assistant Director for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of an approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Assistant Director, nor that the termination date of this Contract has been in any way extended, unless so stated in the Board motion.

**4. Pension.** In addition to the salary of the Assistant Director as set forth hereinabove in paragraph 3, the Board shall pay 9.8901% of the salary set forth in paragraph 3 (or 9% deducted from the resulting gross. The resulting gross shall be computed by adding the salary in paragraph 3 to 9.8901% of the salary paragraph 3) as an employer paid pension contribution consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36. Such payments shall be consideration for this Contract, shall be creditable earnings for purposes of Teacher Retirement System pension calculations and the Assistant Superintendent did not have

the option of choosing to receive such amount directly instead of having such contribution paid by the employer to the Teacher Retirement System of the State of Illinois.

**5. T.H.I.S.** From and out of the salary and pension payments of the Assistant Director, as set forth hereinabove in paragraphs 3 and 4, the Board shall withhold any such amount as may be required by law, on behalf of the Assistant Director to the Teacher Health Insurance Security Fund.

**6. Evaluation.** Annually, but no later than March 1<sup>st</sup> of each year, the Superintendent or designee shall review with the Assistant Director progress toward established goals and working relationships among the Superintendent, the District leadership team, principals, the faculty, the staff and the community, and shall consider the Assistant Director's annual salary for the next subsequent year (if any). A summary of the evaluation will be provided to the Assistant Director in writing within 30 days following the evaluation, pursuant to the district's evaluation plan for administrators.

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

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

**9. Discharge for Good Cause.** Throughout the term of this Contract, the Assistant Director shall be subject to discharge for good cause provided, however, that the Board shall not arbitrarily or capriciously call for dismissal and that the Assistant Director shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Assistant Director chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by the Assistant 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 Board and Assistant Director may mutually agree, in writing, to terminate this Contract.

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

**12. Professional Activities.** The Assistant 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 Board upon receipt of a full, itemized account of such costs.

**13. Reimbursement for Use of Personal Car.** The Board shall pay the Internal Revenue Service rate to the Assistant Director for vouchered reimbursable mileage expenses incurred by the Assistant Director while using the Assistant 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 Board shall pay the cost of Assistant 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.** Assistant 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.** Assistant 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.** Assistant 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.** Assistant 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 Assistant Director be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Assistant 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 Assistant Director 's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. The Assistant Director shall provide medical evidence of his ability to perform the essential functions of his job to the Board President 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 Assistant 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 Assistant 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:  
President, Board of Education  
Decatur School District No. 61  
Keil Administrative Center  
101 W. Cerro Gordo Street  
Decatur, Illinois 62523

To the Assistant Director:  
Elizabeth Lang  
(address on file)

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

**24. Contract Extension.** At the end of any year of this Contract, the Board and Assistant Director may mutually agree to extend the employment of the Assistant Director for a multi-year period of up to five (5) years. In such event, the Board shall take specific action to discontinue this Contract and enter into a multi-year Contract of Employment as allowed by law. Notwithstanding the foregoing, prior to April 1 of the year in which this Contract expires, the Board shall take action to extend or not to extend the terms of this Contract for one additional year, and shall notify the Assistant Director in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year.

**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.

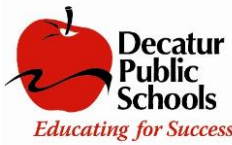
\_\_\_\_\_  
**Assistant Director**

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

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

**ATTEST:**

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



## Board of Education Decatur Public School District #61

<b>Date:</b> March 05, 2024	<b>Subject: UPDATED:</b> Community Summer Enrichment Program Scholarship Agreement
<b>Initiated By:</b> Maria Robertson, Director of Community Engagement	<b>Attachments: UPDATED:</b> Summer Program Scholarship Agreement 2024
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

### BACKGROUND INFORMATION:

During the 2022 and 2023 summer, active DPS students were provided academic, social, and personal enrichment activities during the summer months with a partnership with Decatur community organizations. The district provided scholarships to assist with the financial burden our families face to allow students access to these summer enrichment opportunities.

### CURRENT CONSIDERATIONS:

In collaboration with Decatur's community partners, the district is offering for the third year, an event for families to learn more about and register for community-based summer enrichment programs at MacArthur High School. Last year's event was a success and approximately 260+ families attended. This year's Community Summer Sign Up & Family Resource Event will take place on Thursday, April 11 at MacArthur High School from 4:30 p.m. – 6:30 p.m.

### FINANCIAL CONSIDERATIONS:

District Administration recognizes the need to work with community partners to offset any financial hardship for DPS families seeking summer activities and will use federal funds (grant) and/or the Community Engagement budget to provide scholarships for active DPS students to participate in community enrichment programs for the summer of 2024. Due to the growth in number of students served in years 2022 & 2023, the district's intent is to provide equitable scholarships for all students.

### STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the **UPDATED** Summer Program Scholarship Agreement for the 2024 summer suggesting a **one-time scholarship cap of \$350 per active DPS 61 student**, as presented. **Please note: Any and all students must have been enrolled in a DPS 61 school from August 2023 – May 2024.**

### RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

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

## SUMMER PROGRAM SCHOLARSHIP AGREEMENT

**THIS AGREEMENT** entered into this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2024 by and between \_\_\_\_\_ (hereinafter "Community Organization" or "Organization") and DECATUR PUBLIC SCHOOL DISTRICT NO. 61 (hereinafter "School District" or District"), and collectively known as "Parties":

### **WITNESSETH:**

**WHEREAS**, the District is an education institution desiring to ensure its students are able to participate in summer programs;

**WHEREAS**, the Community Organization maintains and operates a summer program, between June 3, 2024 and August 2, 2024, in which District students may enroll;

**WHEREAS**, both Parties desire to ensure equitable access for District students to Summer Programming provided by Community Organization.

**NOW, THEREFORE**, in consideration of the mutual terms, covenants and conditions contained herein, it is agreed by and between the parties as follows:

1. **Incorporation of Preambles.** The parties find that all the preambles contained herein are full, true and correct and do incorporate them into this Agreement by reference.
2. **Services to be performed by Community Organization.** The Community Organization shall, during the period of this Agreement, provide enrollment in the Community Organization's summer program for District students. The Community Organization in addition, agrees to the following provisions:
  - a. The Community Organization shall provide all necessary equipment and supplies for the summer program. The District shall not be responsible for any equipment or supplies.

- b. The Community Organization agrees to communicate directly with the District when a District student enrolls in the Community Organization's summer program. The Community Organization shall maintain and communicate a list to the District of all District students enrolled in the Community Organization's summer program. The Community Organization further agrees to monitor attendance and report that information to the District.
- 3. **Scholarship information.** The Parties agree that a scholarship shall be paid to the Community Organization for the enrollment and attendance of each active District student in a summer program between June 3, 2024 and August 2, 2024. The District agrees to pay the advertised one-time cost, up to \$350 per student, for each active student (enrolled in a DPS #61 school from August 2023 – May 2024), who enrolls and attends Community Organization's summer program as a scholarship for the District student. The Parties agree and understand no scholarship shall be designated unless the enrolled student attends the summer program at the Community Organization. The District shall pay the agreed-upon scholarship, for any participating District student, within thirty (30) calendar days of the completion of the summer program. Only students who enroll and attend a summer program that begins on or after June 3, 2024 and ends prior to or on August 2, 2024 are eligible for this scholarship.
  - a. **Community Organization scholarships.** The Parties understand and agree that the District student may receive additional scholarships funded through Community Organization. The District agrees to pay the Community Organization for any portion of the program's advertised cost not covered by Community Organization's own scholarship funds. The Community Organization is solely responsible for ensuring the proper allocation of scholarship funds, both from the District and the Community Organization's own scholarship funds. The Community Organization further agrees to

provide an invoice to the District containing District student enrollment and attendance data. This invoice shall be sent to the District no later than fourteen (14) calendar days after completion of the summer program.

- b. **Cap on District participants.** The Parties agree and acknowledge the District may cap funds at five-hundred (500) total students enrolled in summer programs. The District, however, reserves the right to increase this number should interest in summer programs exceed the District's current expectations. It shall, therefore, be the sole responsibility of the District to ensure a proper accounting of District students enrolled in Community Organization summer programs. It shall further be the sole responsibility of the District to inform the Community Organization when or if the total number of students exceeds the five-hundred (500) total District students enrolled in summer programs.

4. **Term and Termination.**

- a. This Agreement shall be for a period of one-hundred (100) calendar days, commencing on June 3, 2024 and terminating on September 11, 2024.
- b. This Agreement may be renewed upon agreement of the Parties.
- c. Either Party may terminate this Agreement with or without cause or penalty by delivering written notice of termination to the other Party at least seven (7) calendar days prior to such termination.
- d. This Agreement may be terminated by mutual, written agreement of the Parties.

5. **Relationship of Parties.** The Community Organization enters into this Agreement and will remain throughout the term of this Agreement, an independent contractor. The Community Organization agrees that it and its employees and agents are not and will not become employees, partners, agents, or principals of District while this Agreement is in effect.

The Community Organization and its employees are not entitled to the rights and benefits

afforded to District employees, including disability or unemployment insurance, worker's compensation, medical insurance, sick leave, or any other benefit. The Community Organization is responsible for providing at its sole expense, disability, unemployment, worker's compensation, and other insurance, and license for the Community Organization and for its employees and agents, as required by law. The Community Organization is responsible for paying, when due, all taxes, included estimated taxes and sales taxes, incurred as a result of the compensation paid to the Community Organization for services performed under this Agreement.

The Community Organization agrees to comply with all federal, state, and municipal laws, rules, regulations, and District policies and regulations that are now or may in the future become applicable to its business, equipment, and personnel engaged in an operation covered by this Agreement or accruing out of the performance of such operations. Specifically, the Community Organization is hereby provided the following information regarding District policies and regulations relating to confidentiality and reports of child abuse. Public schools are governed by State and federal laws. When independent contractors work with District students, they must abide by these directives:

- a. **Confidentiality.** During the Community Organization's association with District, it may have access to confidential and sensitive information regarding specific students. Student information in schools is governed by the Family Educational Rights and Privacy Act (FERPA) and the Illinois School Student Records Act (ISSRA). These federal and state laws prohibit the Community Organization and its employees and agents from disclosing to the public information that may individually identify any student or information from a student's educational record without the prior written

permission of the student's parents.

- b. **Child Abuse:** If a student shares information that may indicate that the student is abused or in danger, the Community Organization must report it immediately to the Illinois Department of Children and Family Services.
  - c. **Sexual Harassment:** No student shall be subjected to inappropriate, unwelcome sexual overtures that interfere with the individual's education. Examples of prohibited conduct include unwarranted name calling, comments, touching, jokes, and compliments of a sexual nature.
6. **Insurance.** The Parties, at their sole cost and expense, shall maintain policies of general and professional liability insurance, or self-insurance, in amounts of at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate to insure against claims which may arise out of the performance of the Services of this Agreement. Upon request, a Party shall furnish to the other Party such certificate(s) of insurance. Each Party shall provide a thirty (30) calendar days prior written notice to the other Party of any cancellation, nonrenewal, or of any material change in the provisions of its policies. The Community Organization, at its sole expense, shall further maintain excess coverage in the amount of One Million Dollars (\$1,000,000). The Community Organization shall add District as an additional insured on a primary and noncontributory basis connected with the activities contemplated herein.
7. **Indemnification.** The Community Organization agrees to protect, defend, indemnify, and to hold harmless the District, its officers, agents, and employees, from any and all claims and losses resulting from the performance of the Agreement and from any and all claims and losses resulting to any person who may be injured by the Community Organization in the performance

of this Agreement. This Section shall survive the expiration or earlier termination of this Agreement.

8. **Background Check Required.** Prior to the provision of any services under this Agreement, the Community Organization shall verify any and all employees and agents of the Community Organization who will have contact with the District's school children pursuant to this Agreement have completed a criminal background check indicating that the individual may have contact with school children. 105 ILCS 5/10-21.9(£). The Community Organization shall provide their Illinois criminal history background checks prior to the provision of any services. Failure of the Community Organization to comply with this section shall be grounds for the District to immediately terminate this Agreement.
9. **Transportation.** The District shall not be held responsible for any transportation requirements. The District shall not be required to engage in, or arrange for, the transportation of any Students to the Community Organization.
10. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. Unless otherwise required by law, the Parties shall submit to the jurisdiction of the courts within Macon County, Illinois.
11. **Entire Agreement, Amendments, Severability.** This Agreement and its attachments contain all of the covenants, agreements, terms, provisions and conditions relating to the rights and obligations of Hospital and District with respect to the subject matter of this Agreement. This Agreement constitutes the entire understanding among the Parties hereto and supersedes any prior agreements, written or oral, with respect thereto. This Agreement may only be amended by an instrument in writing signed by the Parties hereto. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent

jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

12. **Assignment.** Neither Party may assign this Agreement or the rights or obligations hereunder without the specific written consent of the other Party.
13. **Non-discrimination.** The Parties hereto shall abide by the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as may be amended from time to time, as well as any and all applicable rules and regulations of the State of Illinois. There shall be no unlawful discrimination, harassment, or treatment of any individual because of race, color, religion, sex, national origin, ancestry, military status, sexual orientation religion, pregnancy, order of protection, gender identity and expression, age, marital status, genetic information, unfavorable military discharge, or handicap.
14. **Notices.** Any notice required under this Agreement 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 District:**  
**NAME** Decatur Public Schools #61  
**ADDRESS** 101 W Cerro Gordo 62526

**To the Community Organization:**  
**NAME**  
**ADDRESS**

15. **Counterparts; Facsimile and PDF Signatures.** The Parties agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (PDF) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.

**IN WITNESS WHEREOF**, a duly authorized representative of the Parties has executed this Agreement as of the day and year written below.

Decatur Public Schools

Community Organization

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

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

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

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

- -



## Board of Education Decatur Public School District #61

<b>Date:</b> March 05, 2024	<b>Subject:</b> Intuitive Budgeting Software - ClearGov
<b>Initiated By:</b> Dr. Mike Curry, Chief Operational Officer	<b>Attachments:</b> ClearGov Service Agreement
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

### **BACKGROUND INFORMATION:**

ClearGov is a cloud based budgeting platform that would enhance the District's limited budgeting capabilities. The initial focus would be on the final close out of ESSER III funds.

### **CURRENT CONSIDERATIONS:**

ClearGov is an intuitive interface that would save time, streamline the budget process, and would allow for improved collaboration between departments and the Business Office. It includes Operational & Personnel Budgeting, a Digital Budget Book, and a Transparency Tool. ClearGov's innovative tools for Operational and Personnel Budgeting include the ability to provide a flexible, rules based approach between finance and departmental leads, seamless forecasting, and instant calculation of costs. The Digital Budget Book presents the budget in an interactive annual report accessible to the public. The Transparency tool auto-generates infographics, charts, and graphs, based on the District's data and other public sources.

### **FINANCIAL CONSIDERATIONS:**

The contract with ClearGov includes Operational & Personnel Budgeting, a Digital Budget Book, and a Transparency Tool. The total cost of the ClearGov contract is \$46,020.00; which consists of a subscription service fee of \$36,660.00, and a one-time setup fee of \$9,360.00. This will be paid with ESSER III Funds.

### **STAFF RECOMMENDATION:**

The Administration respectfully requests the Board of Education approve this Annual Agreement with ClearGov as presented.

### **RECOMMENDED ACTION:**

- ☒ Approval
- ☐ Information
- ☐ Discussion

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



2 Mill & Main; Suite 630; Maynard, MA 01754

# Service Order

<b>Created by</b>	Michael Power
<b>Contact Phone</b>	774-278-1211
<b>Contact Email</b>	mpower@cleargov.com

<b>Order Date</b>	Feb 20, 2024
<b>Order valid if signed by</b>	<b>Mar 29, 2024</b>

Customer Information					
<b>Customer</b>	Decatur Public Schools	<b>Contact</b>	Dr. Mike Curry	<b>Billing Contact</b>	Cheyenne Patterson
<b>Address</b>	101 West Cerro Gordo Street	<b>Title</b>	Chief Operating Officer	<b>Title</b>	Coordinator of Budgets and Account
<b>City, St, Zip</b>	Decatur, IL 62523	<b>Email</b>	mcurry@dps61.org	<b>Email</b>	cpatterson@dps61.org
<b>Phone</b>	217.362.3000			<b>PO # (If any)</b>	

The Services you will receive and the Fees for those Services are...		
Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 3	\$ 14,400.00
ClearGov Setup: BCM Bundle Discount - Discount for bundled BCM solutions	Tier 3	\$ (5,040.00)
<b>Total ClearGov Setup Service Fee - Billed ONE-TIME</b>		<b>\$ 9,360.00</b>
Subscription Services	Tier	Service Fees
ClearGov BCM Operational Budgeting - School Edition	Tier 3	\$ 18,500.00
ClearGov BCM Personnel Budgeting - School Edition	Tier 3	\$ 16,800.00
ClearGov BCM Digital Budget Book - School Edition	Tier 3	\$ 11,000.00
ClearGov BCM Transparency - School Edition	Tier 3	\$ 10,100.00
ClearGov BCM Bundle Discount: Discount for bundled BCM solutions	Tier 3	\$ (19,740.00)
<b>Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE</b>		<b>\$ 36,660.00</b>

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
<b>Setup</b>	Jul 1, 2024	Jul 1, 2024	ClearGov Setup Services
<b>Initial</b>	Jul 1, 2024	Jun 30, 2027	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Jul 1, 2024	\$9,360.00	One Time Setup Fee
Jul 1, 2024	\$36,660.00	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.		
Billing Terms and Conditions		
<b>Valid Until</b>	<b>Mar 29, 2024</b>	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
<b>Payment</b>	<b>Net 30</b>	All invoices are due Net 30 days from the date of invoice.
<b>Initial Period Rate Increase</b>	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
<b>Rate Increase</b>	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

## General Terms & Conditions

<b>Customer Satisfaction Guarantee</b>	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
<b>Statement of Work</b>	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
<b>Taxes</b>	The Service Fees and Billing amounts set forth above in this ClearGov Service Order <b>DO NOT</b> include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
<b>Term &amp; Termination</b>	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
<b>Auto-Renewal</b>	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an <b>"Annual Term"</b> ), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
<b>Agreement</b>	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: <a href="http://www.ClearGov.com/terms-and-conditions">http://www.ClearGov.com/terms-and-conditions</a> . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer	
<b>Signature</b>	
<b>Name</b>	Dr. Mike Curry
<b>Title</b>	Chief Operating Officer

ClearGov, Inc.	
<b>Signature</b>	
<b>Name</b>	Bryan A. Burdick
<b>Title</b>	President

**Please e-mail signed Service Order to [Orders@ClearGov.com](mailto:Orders@ClearGov.com) or Fax to (774) 759-3045**

Customer Upgrades (ClearGov internal use only)			
<b>This Service Order is a Customer Upgrade</b>	No	<b>If Yes: Original Service Order Date</b>	

# Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

## ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
  - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
  - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
  - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
  - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

## Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
  - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
  - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.



## Board of Education Decatur Public School District #61

<b>Date:</b> March 05, 2024	<b>Subject:</b> Learning Success Kits
<b>Initiated By:</b> Mary Brady, P-12 Director of Teaching & Learning	<b>Attachments:</b> Really Good Stuff – Quote #8119363
<b>Reviewed By:</b> Dr. Larry Gray, Assistant Superintendent of Teaching & Learning and Dr. Rochelle Clark, Superintendent	

### BACKGROUND INFORMATION:

Research has shown that at-home family involvement in the learning process makes a positive impact on student achievement and development. Learning Success Kits are carefully written and created by teachers to help students practice and build on important skills. The kits are full of support tools for hands-on repeated practice, as well as some items that are designed for single use, but can become reference material after initial usage. Included are items such as journals, task cards, manipulatives, dry erase mats, and more. Materials contained in the kits are all grade-level appropriate, it may take some students more practice to master the materials. On the other hand, some students might find some of the materials easier to get through.

### CURRENT CONSIDERATIONS:

Learning Success Kits will be sent home during the last week of the school year for all students in grades Kindergarten through Eighth Grade. Learning Success Kits will be a way for students to continue and work on grade level skills throughout the summer months.

### FINANCIAL CONSIDERATIONS:

The total cost of the Learning Success Kits is \$177,302.96 and will be paid with Title I funds.

### STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the Learning Success Kits from Really Good Stuff, LLC as presented.

### RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

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

**QUOTE**

Send POs to: Really Good Stuff LLC

P.O. Box 1111, Shelton, CT 06484-1110

Tel: 203-261-1920 Fax: 203-268-1796

e-mail: reallygoodstuffsales@reallygoodstuff.com

web: www.reallygoodstuff.com

**QUOTE NUMBER**

8119363

**ACCOUNT NUMBER**

0011064

BILL TO: DECATUR PUBLIC SCHOOL DIST 61

ACCOUNTS PAYABLE  
101 W CERRO GORDO ST  
DECATUR, IL, 62523-1001  
United States of America

SHIP TO: MULTIPLE SCHOOL SITES

DECATUR, IL, 62523  
United States of America

QUOTE DATE	SHIP VIA	ACCOUNT MANAGER
02/23/2024	Ground & Residential	Avan Sheridan

QTY ORDERED	ITEM NO.	DESCRIPTION	UNIT PRICE	EXT. PRICE
674	168470	Learning Success Kit- GR K	29.99	20,213.26
706	168476	Learning Success Kit - GR-1	29.99	21,172.94
660	168482	Learning Success Kit- GR 2	29.99	19,793.40
654	168485	Learning Success Kit - GR 3	29.99	19,613.46
661	168489	Learning Success Kit - GR 4	29.99	19,823.39
635	168511	Learning Success Kit- GR 5	29.99	19,043.65
1754	168662	Learning Success Kit - Upper	35.99	63,126.46

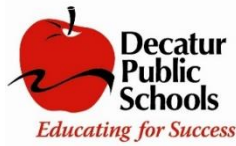
<b>MERCHANDISE TOTAL</b>	182,786.56
<b>SHIPPING &amp; PROCESSING</b>	26,595.44
<b>TAX</b>	0.00
<b>Promotion Disc:CTMA3</b>	-5,483.60
<b>Promotion Disc:RGSFS</b>	-26,595.44
<b>TOTAL</b>	177,302.96

OMNIA #11-77

*Thank you for being a Really Good Stuff Customer!***Pricing is valid for 90 days.**  
Please submit a copy of this quote with the purchase order.

PAGE: 1 of 1

Tel: 203-261-1920  
Fax: 203-268-1796



## Board of Education Decatur Public School District #61

<b>Date:</b> March 05, 2024	<b>Subject:</b> Purchase of a Pre-Owned 1998 International 4900 Tandem Dump Truck
<b>Initiated By:</b> Kent Metzger, Director of Buildings and Grounds	<b>Attachments:</b> February 22, 2024 Email Quote from Higgs Welding, LLC
<b>Reviewed By:</b> Dr. Michael Curry, Chief Financial Officer	

### BACKGROUND INFORMATION:

The Buildings and Grounds Department seeks to replace a vehicle to safely transport maintenance staff and/or custodial staff managers and their equipment and supplies to support and maintain Decatur Public Schools' buildings and grounds. Purchase of this vehicle will allow us to upgrade the fleet to maintain safe and reliable vehicles for staff to support the educational mission of the Decatur Public Schools.

### CURRENT CONSIDERATIONS:

During the winter of 2023, a DPS Maintenance F350 dump truck was totaled due to an accident when someone pulled into the path of the truck. DPS received a settlement check in May 2023 for \$62,914.00. B&G wishes to replace the damaged truck with a larger tandem axle truck to allow for more efficient performance of tasks. For the frequency of use of this vehicle, purchase of a similar new truck is cost prohibitive. Illinois statute (105 ILCS 5/10-20.21), Section 10-20.21 Contracts., (a), allows for exception to the bidding process as detailed as follows: "(x) purchases of equipment previously owned by some entity other than the district itself." The Decatur Public Schools have received a quote for the following:

Vendor	Proposed Equipment	Price
Higgs Welding, LLC Dieterich, IL	1998 International 4900 Tandem Dump Truck with Snow Plow and Rear Hitch added	\$59,600.00

### FINANCIAL CONSIDERATIONS:

Funding for this purchase will be paid for from the insurance settlement.

### STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the purchase of a pre-owned 1998 International 4900 Tandem Dump Truck with snow plow and rear hitch added from Higgs Welding, LLC of Dieterich, IL as presented.

### RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

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

## Kent Metzger

---

**From:** Caleb Allen  
**Sent:** Thursday, February 22, 2024 4:36 PM  
**To:** Kent Metzger; Aaron Peters  
**Subject:** Fwd: Truck and plow set up

Here's quote form Higgs

Get [Outlook for iOS](#)

---

**From:** Higgs Welding Truck & Trailer Sales <sales.higgswelding@gmail.com>  
**Sent:** Thursday, February 22, 2024 4:33:34 PM  
**To:** Caleb Allen <callen1@dps61.org>  
**Subject:** Truck and plow set up

Caleb,  
International 4900- \$44,500.00

- 1998 International 4900 Tandem Dump Truck
- DT 466 Engine
- Allison Automatic
- 120,452 Miles
- #16,000 Front Axle
- 315 Steer Tires
- Twin Screw
- Hendrickson Suspension
- Double Framed
- Like New 15' Dump Body
- Insulated
- Strobe Lights
- Chip Pan
- Air Tailgate

Plow and Spreader- \$13,000.00

- \* 10'-11' Snow Plow
- \* Plow Hitch
- \* Plow Lights
- \* 6 Strobes oval
- \* 2 Rear Post
- \* 2 Headache Forward
- \* 2 Headache Rear

Central Hydraulic installed in place of existing in cab controls. Dual spinner control, Stainless Steel Spreader w/ spinner

\$2,100- 30 Ton Pintle Hitch  
-Electric Plug

\$44,500.00  
\$13,000.00  
+ \$2,100.00  

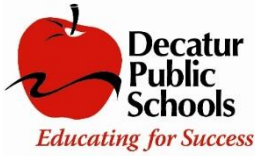
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\$59,600.00

- Air Brakes to Rear

\*\*\*Just a reminder our lead time on this work is about 7-8 weeks on being able to start this job. Please let me know if you have any questions or concerns. The shop isn't on the same schedule as the Sales Dept, so there is a little backup in the shop.

---  
Brittney Stoneburner  
Truck & Trailer Sales  
Higgs Welding LLC  
101 Zumbahlen Ave.  
Dieterich, IL 62424  
P: (217) 925-5999 x 72  
F: (217) 925-5997



## Board of Education Decatur Public School District #61

<b>Date:</b> March 05, 2024	<b>Subject:</b> Resolution Authorizing Dismissal of Decatur Public School District 61 Employee
<b>Initiated By:</b> Deanne Hillman, Interim Director of Human Resources	<b>Attachments:</b> Resolution
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

### BACKGROUND INFORMATION:

Annually, the District makes a recommendation to the Board of Education requesting the release of a specific employee.

### CURRENT CONSIDERATIONS:

The District proposes:

- The dismissal of one (1) Professional Educator Licensed (PEL) Employee.

### FINANCIAL CONSIDERATIONS:

N/A

### STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education adopt this Resolution as presented.

### RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

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

**RESOLUTION REFERENCE THE DISMISSAL  
OF  
A PROFESSIONAL EDUCATOR LICENSED (“PEL”) EMPLOYEE**

**WHEREAS**, the Board of Education of Decatur Public School District No. 61, upon request, has received reports and recommendations from members of the District’s administrative staff regarding the teaching performance and effectiveness of NATHAN GIPSON in his capacity as a professional educator licensed (“PEL”) employee of the District; and

**WHEREAS**, the reports and recommendations so received have been considered, studied and accepted by the Board of Education; and

**WHEREAS**, the Board of Education finds and determines that it is in the best interest of Decatur Public School District No. 61 that the employment of NATHAN GIPSON as a PEL employee in and for said District not be renewed for the 2024-2025 school year, including any overload and/or extra-duty assignments and corresponding stipends, pursuant to Section 24-11 of *The Illinois School Code*;

**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED** by the Board of Education of Decatur Public School District No. 61 as follows:

**Section 1.** The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

**Section 2.** The employment of NATHAN GIPSON as a PEL employee in and for Decatur Public School District No. 61 shall not be renewed for the 2024-2025 school year, and NATHAN GIPSON is hereby dismissed as a PEL employee in and for the District as of his last scheduled work day for the 2023-2024 school year.

**Section 3.** Any overload and/or extra-duty assignments and corresponding stipends of NATHAN GIPSON are hereby terminated effective as of the last scheduled work day for said position for the 2023-2024 school year.

**Section 4.** The Superintendent is hereby directed and authorized to prepare a written notice of dismissal for signature by the President and Secretary of the Board of Education; that following the signing of said written notice, the Superintendent is hereby directed and authorized to personally serve said notice on NATHAN GIPSON, and directed to send to NATHAN GIPSON a copy of said written notice by certified mail, return receipt requested, so that the said NATHAN GIPSON receives said notice no later than April 15, 2024.

**Section 5.** This Resolution shall be in full force and effect forthwith upon its adoption.

**ADOPTED** this 5th day of March, 2024, by the following roll-call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Secretary, Board of Education

## CERTIFICATION

I, \_\_\_\_\_, Secretary of the Board of Education of Decatur Public School District No. 61, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Board of Education on March 5, 2024, by the following roll-call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

and that the motion was duly declared carried by the President of the Board.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Secretary, Board of Education