

DECATUR PUBLIC SCHOOL DISTRICT #61  
BOARD OF EDUCATION  
AGENDA

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

March 07, 2023  
5:00 PM Open Session  
Closed Session Immediately Following  
6:30 PM Open Session Reconvened

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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.

**6:30 PM Notice of Public Hearing Commemorative Holidays – Decatur Public School District 61**

**Notice is hereby given by the Board of Education of Decatur Public School District 61, in the County of Macon, State of Illinois, that the School Board is notifying the public and the State Board of Education of its intent to Modify School Code “105 ILCS 5/24-2-3.25g Holidays” in that Casimir Pulaski, Indigenous Peoples (Columbus Day), and Veterans Day be granted Commemorative Holiday status in allowing student attendance on those dates for the 2023-2024 and 2024-2025 school years.**

**AI 1.0 CALL TO ORDER**

**CALL FOR EXECUTIVE SESSION**

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

Roll Call

**IO 2.0 PLEDGE OF ALLEGIANCE**

**AI 3.0 APPROVAL OF AGENDA MARCH 07, 2023**

**IO 4.0 DISTRICT HIGHLIGHTS**

- Principal for a Day
- Special Staff Recognition
- College and Career Week

**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 STUDENT AMBASSADORS' REPORT**

**BOARD DISCUSSION**

**IO 7.0 REPORTS FROM ADMINISTRATION**

- A. District 61 Explorer Post
- B. DPS Summer School Program(s)

**AI 8.0 CONSENT ITEMS**

- A. Minutes: Special Open/Closed Session Meetings February 22, 2023
- B. Freedom of Information Report
- C. Release of February Checks Early
- D. Job Descriptions:
  - a. Chief Communications Officer (update)
  - b. Coordinator of Health Services (update)
  - c. Director of Human Resources (update)
  - d. Executive Director of Innovative Programs and Strategic Planning (update)
  - e. P-12 Director of Teaching and Learning (update)
- E. Decatur Public School District 61 Calendars:
  - a. 2023-2024 Decatur Public Schools District 61 Calendar
  - b. 2024-2025 Decatur Public Schools District 61 Calendar

**AI 9.0 ROLL CALL ACTION ITEMS**

- A. Ratification of Suspension without Pay for MPSED Paraprofessional
- B. Ratification of Suspension without Pay for MPSED Paraprofessional
- C. Personnel Action Items
- D. Increase Teacher/Ready Participants from Ten (10) to Twenty-Five (25)
- E. Akitabox Quote for Facility Asset Inventory Services and Software License

**IO 10.0 IMPORTANT DATES**

- March** 10 Parent/Teacher Conferences **NO SCHOOL FOR STUDENTS**  
13 – 17 Spring Break Week  
– **NO School for Students and District Offices are Open**

- 22 District-wide Half Day of School for ALL Students
- **NO** Half Day Afternoon PreK Programs
  - **Please consult your home school for release times**

**NEXT MEETING**

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, March 28, 2023 at the Keil Administration Building.

**AI 11.0 ADJOURNMENT**

**Your Future Awaits**



**March 20**

**Rep Your Alumni Day**



**March 21**

**Dress For Your Dreams Day**



**March 22**

**Your Future Is In Your Hands Career Day**



**March 23**

**College Madness**



**March 24**

# COLLEGE & CAREER WEEK 2023

**Your Future Awaits** .....



**Decatur Public Schools**

*Educating for Success*

DISTRICT 61

# EXPLORER

A Safety & Security Youth Initiative



# DPS Strategic Plan

## GOAL #1:

# STUDENT EXPERIENCE

Ensure unique, innovative learning experiences for all students



### STRATEGY #1

Develop a sequential program that builds from PreK-12 to result in all students exploring learning pathways toward specific employable skills or education that supports their individual interests, passions and choice



### STRATEGY #2

Strengthen the advisory/counseling programs in the school system to support the development of students' focus areas as they progress from elementary to middle to high school specialization



### STRATEGY #3

Implement strategies that encourage a “whole-student” approach that engages students in their own learning and improves academic and social (mental and physical) outcomes in the learning environment

Exploring is the adult side of Boy Scouts of America, intended to provide young adults with an educational and practical orientation into Public Safety professions.





# PROPOSAL: DISTRICT 61 EXPLORER

The District 61 Explorer program would provide young adults who may be interested in a career in Public Safety with a comprehensive program of training, competition, service, and practical experiences.

This program also serves as a gateway to other vocations.





# PROPOSAL: DISTRICT 61 EXPLORER

Character development, physical fitness, good citizenship, and patriotism are integral components of our overall program.

The program would be open to young men and women, ages 14 through 20, who have completed 8<sup>th</sup> grade. Due to the sensitive nature of public safety operations, additional eligibility standards may be implemented.





DISTRICT 61  
— **EXPLORER** —

Through their involvement in our program, District 61 Explorers will develop an awareness of the purpose, mission, and objectives of Public Safety agencies.



# CALL TO ACTION: **VOLUNTEERS NEEDED**

Exploring depends on volunteer leadership. Professional Exploring/Learning for Life executives are available to provide assistance and support.



# PROCESS TO CHARTER A NEW EXPLORER POST



1

Find and register  
volunteers

2

Conduct a “First Nighter”  
youth registration and  
introduction activity

3

Provide training for  
volunteers

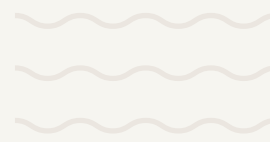
4

Activate Explorer Post 61  
(available through the BSA  
Council)

5

Start “Exploring” activities  
and super activities





## FUNDING OPPORTUNITIES



BSA offers a \$2,500 grant that we can apply for, which would cover application fees, provide 25 uniforms to start, and pay for 4 advisors; working in partnership with Ms. Shiowa Karsten, local District Executive for the Greater St. Louis Area Council (BSA)



Potential opportunities through private donors

District 61 Explorer also aligns with the work of the Dept. of Innovative Programs, which works to ensure all DPS students have access to unique, innovative learning experiences.

**innovative**  
PROGRAMS™  
POWERED BY DPS #61



BOY SCOUTS  
OF AMERICA

CERTIFICATE  
OF

COMPLETION

PRESENTED TO

**Valdimir Talley**

Youth Protection Training Certification

Member Id:



Report Generated: 02-22-23

Completed 02-22-23  
Expires 02-22-25



**Decatur Public Schools**

*Educating for Success*

— DISTRICT 61 EXPLORER —

**THANK YOU!**

A Safety & Security Youth Initiative

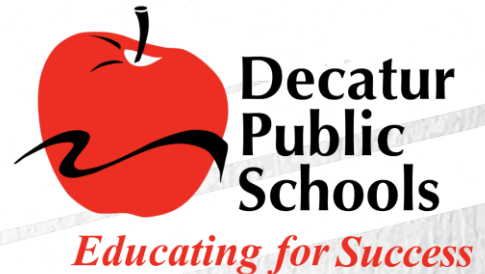


2023

SUMMER SCHOOL

UPDATE

Dr. Larry Gray  
P-12 Director of Teaching & Learning





# SUMMER PROGRAMMING

- All programs
  - June 5-29, 2023
  - Monday - Thursday each week
  - 8:00 a.m. - 12:00 p.m. each day

# SUMMER SCHOOL LOCATIONS



Decatur Public Schools  
*Educating for Success*

- PreK
  - Pershing
- K-8
  - Hope
    - Summer School
    - SMASH Camp
    - Macon-Piatt Special Education Program
- 9-12
  - Eisenhower
  - MacArthur
    - Macon- Piatt Special Education Program



# K-8 SUMMER SCHOOL ENROLLMENT

- Students are being invited to attend Summer School.
- Students are recommended based on FastBridge data.
- Students in most need overall (ELA and Math) are being invited to attend.
- Principals are contacting families to confirm Summer School attendance.



## 2-8 SMASH CAMP

- Students are being invited to attend.
- Students are recommended based on FastBridge data.
- Highest achieving students overall (ELA and Math) are being invited to attend.
- Principals are contacting families to confirm Summer School attendance.

# K-8 ENROLLMENT



Decatur Public Schools

*Educating for Success*

Kindergarten	80 Students
First Grade	80 Students
Second Grade	80 Students
Third Grade	80 Students
Fourth Grade	60 Students
Fifth Grade	60 Students
Sixth Grade	40 Students
Seventh Grade	40 Students
Eighth Grade	40 Students
K-5 English Learners (EL)	40 Students
2-8 SMASH	60 Students
<b>TOTAL</b>	<b>660 Students</b>



# K-8 INSTRUCTIONAL FOCUS

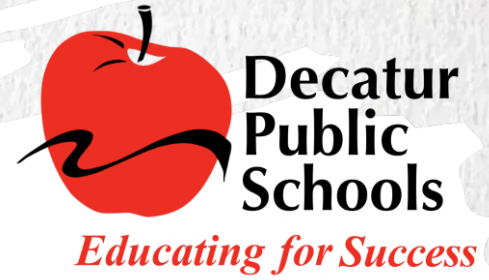
- K-8 Summer School
  - ELA
    - Foundational Reading
    - Comprehension
  - Math
    - Number Sense
- 2-8 SMASH Camp
  - Project Based Learning



# HIGH SCHOOL

- APEX and Live Instruction courses available
- Courses available for
  - credit recovery
  - dual enrollment





**QUESTIONS?**

**THANK YOU!**

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

DATE/TIME: February 22, 2023

4:00 PM

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

PRESENT: Andrew Taylor, President  
Alana Banks  
Kevin Collins-Brown  
Fred Spannaus

Jason Dion, Vice President  
Bill Clevenger  
Al Scheider

STAFF: Superintendent Dr. Rochelle Clark, Board Secretary Melissa Bradford, Attorney Brian Braun and others

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

TOPIC	DISCUSSION	ACTION
<b>Closed Executive Session</b>	<p>President Taylor called the meeting to order and moved into Closed Executive Session to conduct a student suspension review hearing, a student discipline hearing and an employee discipline hearing, and discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body, and discussion of collective negotiating matters between the Board and representatives of its employees, seconded by Vice President Dion.</p> <p>Hearing no questions, President Taylor called for a Roll Call Vote: Aye: Banks, Spannaus, Clevenger, Collins-Brown, Dion, Scheider, Taylor Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	Closed Executive Session at 4:00 PM.
<b>Return to Open Session</b>	<p>President Taylor moved to return into Open Session, seconded by Mr. Clevenger. All were in favor.</p>	Returned to Open Session at 6:37 PM.
<b>Open Session Continued</b>	<p>President Taylor noted that the Board of Education had been in Closed Executive Session to conduct a student suspension review hearing, a student discipline hearing and an employee discipline hearing, and discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body, and discussion of collective negotiating matters between the Board and representatives of its employees.</p> <p>No action was taken during Closed Executive Session.</p>	Information only.
<b>Pledge of Allegiance</b>	<p>President Taylor led the Pledge of Allegiance.</p>	
<b>Approval of Agenda, February 22, 2023</b>	<p>Superintendent Clark recommended the Board approve the February 22, 2023 Special Open Session Board Meeting Agenda as presented.</p>	Agenda was approved as presented.

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Mr. Spannaus moved to approve the recommendation, seconded by Vice President Dion. All were in favor.

**Vote on Student Suspension Review**

Superintendent Clark recommended the Board of Education support and authorize the issuance of a decision in the suspension review for Student A consistent with the findings from the Hearing Officer's Report, and that Student A's Suspension remain on record for the 2022-2023 school year as presented.

Motion carried. Student A Suspension will remain on record for the 2022-2023 school year as presented.

Mr. Spannaus moved to approve the recommendation, seconded by Vice President Dion. Hearing no questions, President Taylor called for a Roll Call Vote:  
Aye: Scheider, Dion, Taylor, Collins-Brown, Banks, Spannaus, Clevenger  
Nay: None  
Roll Call Vote: 7 Aye, 0 Nay, 0 Absent

**Vote on a Potential Student 2223-003 Expulsion**

Superintendent Clark recommended the Board of Education authorize the issuance of a decision in the expulsion case for Student #2223-0003 consistent with the findings from the Hearing Officer's Report, and that Student #2223-0003 be expelled from the Decatur Public School District, all events, property and activities of the District for the remainder of the 2022-2023 school year through first semester of the 2023-2024 school year.

Motion carried. Student #2223-0003 was expelled for the remainder of the 22-23 SY through 1<sup>st</sup> semester of the 23-24 SY was approved as presented.

Vice President Dion moved to approve the recommendation, seconded by Ms. Banks.

Mr. Scheider noted that he was going to vote "nay" because he preferred a longer expulsion period, with a referral to an out of District educational placement.

Vice President Dion noted that he wanted a longer expulsion period.

Dr. Collins-Brown noted that he was going to vote "nay" based on no option for a referral for alternative education. He also noted that the student should have read 003 instead of 0003.

Board Secretary asked Dr. Clark to re-read the recommendation with one less zero.

Superintendent Clark recommended the Board of Education authorize the issuance of a decision in the expulsion case for Student #2223-003 consistent with the findings from the Hearing Officer's Report, and that Student #2223-003 be expelled from the Decatur Public School District, all events, property and activities of the District for the remainder of the 2022-2023 school year through first semester of the 2023-2024 school year.

The motion and 2<sup>nd</sup> remained as follows:

Vice President Dion moved to approve the recommendation, seconded by Ms. Banks. Hearing no questions, President Taylor called for a Roll Call Vote:

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Aye: Clevenger, Banks, Spannaus, Taylor, Dion  
Nay: Scheider, Collins-Brown  
Roll Call Vote: 5 Aye, 2 Nay, 0 Absent

**Possible Discipline and/or Dismissal of a School Security Guard/Officer**

Superintendent Clark recommended the Board of Education approve the 10-day Suspension without Pay for School Security Guard/Officer James Dellert, effective February 23, 2023 through March 08, 2023 as presented.

Motion carried. James Dellert 10-day suspension without pay was approved as presented.

Ms. Banks moved to approve the recommendation, seconded by Mr. Spannaus.

Dr. Collins-Brown noted that he was going to abstain due to the history he had with the particular employee.

Attorney Braun noted that the Board of Education asked if they were considering the video evidence or discarding the video evidence. President Taylor noted that the Board of Education did not consider the video evidence. Mr. Spannaus noted that the video evidence did not influence the Board's decision.

The consensus from the Board of Education was that the video evidence did not influence their decision with this matter.

Hearing no questions, President Taylor called for a Roll Call Vote:

Aye: Spannaus, Taylor, Scheider, Banks, Clevenger, Dion

Nay: None

Abstain: Collins-Brown

Roll Call Vote: 6 Aye, 0 Nay, 1 Abstain

**Resolution: IGA between the City of Decatur & DPS 61 for High School Students Use and Transit Fares**

Superintendent Clark recommended the Board of Education adopt and approve the Resolution Authorizing an Intergovernmental Agreement between the City of Decatur and Decatur Public School District 61 regarding High School Students Use and Transit Fares as presented.

Motion carried. IGA between the City & DPS for HS Students Use and Transit Fares was approved as presented.

Vice President Dion moved to approve the recommendation, seconded by Mr. Scheider.

Dr. Clark noted that this allows for students to use the public transit even more (to and from work etc.) and if any issues arose, she asked the public transit to contact the District. Ms. Banks noted that if there were any safety concerns, they would be handled through Mr. Valdimir Talley, Safety and Security Administrator.

Hearing no questions, President Taylor called for a Roll Call Vote:

Aye: Dion, Clevenger, Banks, Collins-Brown, Taylor, Scheider, Spannaus

Nay: None

Roll Call Vote: 7 Aye, 0 Nay, 0 Absent

<b>Option for the City of Decatur to Purchase Garfield/Durfee School</b>	<p>Superintendent Clark recommended the Board of Education approve the Option for the City of Decatur to Purchase Garfield/Durfee School for Future Development as presented.</p> <p>Dr. Mike Curry, Chief Operational Officer, noted that this was a renewal of a previous contract. The City applied for the grant and was denied, which was not unexpected. The likelihood of a second-round approval was much greater. There was an interested developer and cost of the District was zero, however, we maintain the property until the sale. The option’s extension was for one more year. Mr. Spannaus asked Dr. Curry if he could get more information regarding where the city was with the project.</p> <p>Dr. Collins-Brown asked if the application was denied, would the District continue this process every year or pursue other options. Dr. Curry replied that would be the decision of the Board of Education. However, his suggestion would be to continue this process for a while and if no movement, follow the policy that was approved regarding vacant buildings.</p> <p>Ms. Banks moved to approve the recommendation, seconded by Vice President Dion. Hearing no questions, President Taylor called for a Roll Call Vote: Aye: Taylor, Collins-Brown, Banks, Scheider, Dion, Clevenger, Spannaus Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	<p>Motion carried.</p> <p>Option for the City to Purchase Garfield-Durfee was approved as presented.</p>
<b>Public Participation</b>	<p>President Taylor 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>Information only.</p>
<b>Board Discussion</b>	<p>There was no Board discussion.</p>	<p>Information only.</p>
<b>Announcements</b>	<p>The Board of Education and Administration sends condolences to the family of:</p> <p>Mary Louise Williamson, who passed away Tuesday, February 14, 2023. Mrs. Williamson was the mother of Sherri Perkins, Former Board of Education Member for Decatur Public Schools.</p>	<p>Information only.</p>
<b>Important Dates</b>	<p><b>IMPORTANT DATES</b></p> <p><b><u>March</u></b> 06 Casimir Pulaski Holiday – <b>SCHOOL IS IN SESSION</b></p> <p>10 Parent/Teacher Conferences</p>	

- **NO SCHOOL FOR STUDENTS**
- 13 – 17 Spring Break Week
- **NO School for Students and District Offices are Open**

**NEXT MEETING**

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, February 28, 2023 at the Keil Administration Building.

**Adjournment** President Taylor asked for a motion to adjourn. Mr. Scheider motioned, seconded by Board Vice President Dion. All were in favor. Board adjourned at 7:01 PM.

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Andrew Taylor, President

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Melissa Bradford, Board Secretary



## Board of Education Decatur Public School District #61

<b>Date:</b> March 07, 2023	<b>Subject:</b> Freedom of Information Act (FOIA) Report
<b>Initiated By:</b> Melissa Bradford, Board Secretary and District's FOIA Officer	<b>Attachment:</b> None
<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
02/15/23	02/23/23	None.	Reed Sutnam, Community Member	In a recent meeting, the superintendent said they received a very long email from one of the staff that was very concerning, then proceeded to talk about how the community needs to help with the school. I'd like a copy of the email that she was referencing, as well as any forwards & replies of said email.	02/22/23
02/23/23	03/24/23	None.	Sheri Reid, SmartProcure	Purchasing records from 12/05/22 – 02/23/23.	03/02/23
02/27/23	02/28/23	None.	Paul Phillips, Public Data Research	DPS 61 employees first and last names, email address, title/position, and primary department.	02/28/23
03/01/23	03/08/23	None.	Valerie Wells, H&R	Number of expulsions approved in each of the last five years: 2019, 2020, 2021, 2022 and so far this year up to today. Of those expulsions, how many were referred to alternative education.	None at this time.
03/03/23	03/10/23	None.	Records Management, Catalyst Financial Group, LLC	For all employees of Decatur Public School District, could you please provide me with the following information? Name, Position/Title, Years of Service in the District, Years of Service in the State,	None at this time.

				Building/Location, District Email Address, Personal Phone Number, Personal Email Address and Salary.	
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**STAFF RECOMMENDATION:**

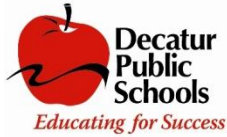
The Administration respectfully request that the Board of Education approve this FOIA Report as presented.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

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





## Board of Education Decatur Public School District #61

<b>Date:</b> March 07, 2023	<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 15<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 28<sup>th</sup> meeting, on the fourth Tuesday of the month.

**FINANCIAL CONSIDERATIONS:**

Checks would be released a week later than the first Board meeting; but, two weeks prior to the meeting in which the bills are approved.

**STAFF RECOMMENDATION:**

The Administration respectfully requests that the Board of Education authorize the Business Office to release February 28<sup>th</sup> checks on or before March 15<sup>th</sup> prior to Board retroactive approval on March 28<sup>th</sup>.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

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



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

<b>Date:</b> March 07, 2023	<b>Subject:</b> Job Descriptions
<b>Initiated By:</b> Dr. Rochelle Clark, Superintendent	<b>Attachments:</b> Job Descriptions for: Chief Communication Officer, Coordinator of Health Services, Director of Human Resources, Executive Director of Innovative Programs and Strategic Planning and P-12 Director of Teaching & Learning
<b>Reviewed By:</b> Jason Fox, Director of Human Resources and Deanne Hillman, Interim Director of Human Resources	

**BACKGROUND INFORMATION:**

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

**CURRENT CONSIDERATIONS:**

The below job descriptions were updated to align the responsibilities and duties with the expectations of the positions.

P-12 Director of Teaching and Learning, Director of Human Resources, Executive Director of Innovative Programs, and Strategic Planning, Coordinator of Health Services, and Chief Communications Officer.

**FINANCIAL CONSIDERATIONS:**

These positions are within current budget.

**STAFF RECOMMENDATION:**

The Administration respectfully requests that the Board of Education approve these job descriptions as presented.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

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

**TITLE:** Chief Communications Officer (CCO)

**PURPOSE:** Under the direction of the Superintendent or designee, the Chief Communications Officer (CCO) serves as principal advisor providing comprehensive and proactive communications, strategies and planning, media relations, and news analysis to the Superintendent, Board of Education and Leadership Team. The CCO manages DPS 61's brand and reputation through open, honest, and transparent communication at all levels. The COO supports the District's mission, vision, and values and serves as a central point of contact for media related questions and/or initiatives.

**QUALIFICATIONS:**

**Training, education, and experience**

- Bachelor's Degree in Communications, English, Public Relations, Journalism, Marketing or related field.
- Preference of a Master's degree or equivalent experience and professional development in Communications, Marketing, Public Policy Administration or related field.
- Five (5) years of accomplished strategic communications experience of increasing scope required, preferably with a school district or some experience at a public agency or with a large, complex organization.
- Proven experience as a leader in communicating with a diverse community.
- Experience working proactively with media, establishing influential productive working relationships.
- Experience functioning successfully as a communications strategist and spokesperson in a politically charged environment.
- Fiscal accountability and budget management experience.
- Multilingual preferred.
- Ability to present information accurately and without bias.
- Outstanding human relations, interpersonal, oral, and written communication skills.
- Experience in multi-level communications, crisis management, marketing, public relations, website design, internet use, and media relation activities, including print, newsletters, and social media required.
- Ability to work collaboratively and proactively with instructional leaders, and community members.
- Ability to work flexible hours including occasional evenings and weekends.

**IS A MEMBER OF:** District Leadership Team

**REPORTS TO:** Superintendent

**MAINTAINS LIAISON WITH:**

Board of Education  
Superintendent

Approved by BOE 8/20/19

**Updated Pending BOE Approval 3/7/2023**

District Leadership Team  
Building Administrators  
Business Partners  
Print and Electronic Media  
Decatur Public Schools Foundation  
Community and Civic Organizations  
Other Education Entities

## **EXPERIENCE:**

### **Knowledge of**

- Current public education trends, issues and research as it relates to communication.
- Federal, state and local regulatory requirements applicable to DPS 61 communications and community outreach programs.
- District functions, policies, rules, regulations, goals and objectives.
- Marketing and communications theory, principles, practices and strategies.
- Public institution administration and education administration strategies.
- Laws related to freedom of the press and free access to public information.
- Diversity, sensitivity, and competence with regard to issues of race, learning or other ability, ethnicity, culture, religion, gender, socio-economic group, sexuality or other orientations or cultural markers.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Computer software, hardware, and related technology.

### **Ability to**

- Keeps abreast of news locally that may impact DPS 61
- Develops and implements comprehensive public relations strategies and activities.
- Generates print and broadcast media coverage.
- Establishes strong partnerships across organizations and develops powerful messages for different constituencies including parent, staff and community members.
- Works with stakeholders including families, governmental agencies and business community.
- Becomes conversant quickly in DPS 61's work and to communicate with experts.
- Works on issue-based communications and/or policy advocacy through messaging, positioning, media and communications strategy, journalism, branding and constituent engagement.
- Manages and leads the Communications Department efficiently and effectively.
- Effectively plans, organizes, and implements a comprehensive internal and external communications program.
- Assesses, evaluates and enhances formal, informal, internal and external communications programs.
- Works as a member of a team.
- Maintains sensitive and confidential communications.
- Works independently in a variety of situations often requiring extensive contact with local public leaders, local media representatives, community members and special

Approved by BOE 8/20/19

**Updated Pending BOE Approval 3/7/2023**

interest groups.

- Establishes and maintains effective communications and working relationships with school officials, school administrators, teachers, support staff, students, parents, and the community.
- Demonstrates cultural competence and sensitivity with diverse groups across lines of race, ethnicity, religion, gender, socio-economic group, sexual orientation, and other identifiers.
- Operates personal computer, related software, and other office equipment.

## **ESSENTIAL FUNCTIONS:**

(The following are the essential fundamentals/functions to include but not limited to the following job duties.)

1. Serves as chief communication strategist on DPS 61 initiatives, goals and priorities with focus on forward- looking message and communications planning.
2. Communicates and represents the District's vision and perspective internally and to the general public/community, as designated by the Superintendent.
3. Builds and maintains public support for public education and the school system in collaboration with the Superintendent, Superintendent's Cabinet, Executive Staff, and DPS 61 administration.
4. Leads strong, vision-focused, service-oriented team of professionals across all aspects of media, internal and external communications, multi-cultural outreach, web design and communications and marketing.
5. Manages the Leadership Team's public communications and the District's brand through well-developed internal communications, public affairs, crisis communications and marketing plan.
6. Develops, directs, and evaluates the District's public relations, marketing, communications, and public affairs strategy; execute effective campaigns/programs on a local, state, and national basis, with major emphasis on employee communications and communications between the District and the community.
7. Serves as public relations counsel and advisor to the Superintendent, and serves on the Superintendent's Cabinet.
8. Provides professional public relations counsel and assistance to DPS 61 administration and the Board of Education pursuant to Board Policies and Administrative Procedures.
9. Identifies community issues and concerns, and develops strategies for dealing effectively and proactively with community issues and concerns; interacts with diverse stakeholder groups, and represents the Superintendent as needed.
10. Assists in problem solving between and among offices in issues involving the Superintendent's input, and represents the Superintendent on teams for large-scale projects and District-wide initiatives with major employee and community impacts.
11. Represents the Superintendent and DPS 61 administration at various community functions and on local, state, and national non-profit and professional boards.
12. Serves as the Superintendent's representative and liaisons to community leaders and groups.

Approved by BOE 8/20/19

**Updated Pending BOE Approval 3/7/2023**

### **Administration and Management**

1. Develops communication strategies, tactics, and action plans for all major DPS 61 initiatives, and serves as a public relations consultant to key District committees and task forces.
2. Manages the operations of the Communications Department, with direct responsibility for department personnel, budget, materials, and equipment.

### **Media Relations**

1. Leads the development and delivery of news to broadcast, print, and online media to create media coverage of the school District on a daily basis.
2. Serves as a liaison between the District and the media, and serves as the District's chief spokesperson, handling sensitive and controversial issues.
3. Develops, coordinates, and monitors the crisis communication plan and implementation.
4. Organizes press conferences and the release of information to the media and the public.
5. Develops and maintains working relationships with community leaders, organizations, and members of the media.

### **Public Engagement**

1. Represents DPS 61 at community, state, and national functions, as requested by the Superintendent.
2. Organizes and plans regular meetings of various DPS 61 advisory groups.
3. Makes the community aware of DPS 61 needs and goals; oversees fund development, corporate and philanthropic grants management, and in-kind donations.
4. Develops processes and systems for garnering public input and support on key initiatives and issues.
5. Communicates to the public the rationale for Superintendent and Board of Education decisions.

### **Marketing/Communications**

1. Creates and implements a marketing program that enhances DPS 61 image in the eye of the public and elected officials, as well as the corporate and grant community, with a recognizable "brand" reflective of a school district on an upward trajectory.
2. Develops and maintains brand image, positioning, and messaging for DPS 61; develops and maintains image and identity standards for DPS 61.
3. Secures the development of public opinion polls, and solicits feedback from DPS 61 community members through formal and informal means regarding District initiatives, programs, and decisions.
4. Provides analysis of results, and recommends public relations/marketing strategies and tactics.
5. Develops District-wide advertising and public relations campaigns and collateral materials to market DPS 61.
6. Manages the development and production of District marketing communications, including print and electronic publications, collateral materials, presentations, website content, social networking sites such as Twitter and Facebook, new media productions, advertising, media relations, and television broadcasts for staff and the community.

Approved by BOE 8/20/19

**Updated Pending BOE Approval 3/7/2023**

### **Employee Communications**

1. Develops overall strategy and plan for District-level employee communications.
2. Maintains open line of communication between the Superintendent and DPS 61 employees using a variety of tactics and techniques.
3. Communicates to staff the rationale for Superintendent and Board of Education decisions.

### **Decision Making**

1. Authority to set overall direction for public relations program, make final decisions, and take action regarding media relations, marketing and employee communications within policies and regulations set by the Board of Education and Superintendent.
2. Works collaboratively with and provides communication expertise to Superintendent's Cabinet and Executive Staff on a variety of DPS 61 projects and initiatives.
3. Decisions made have a direct impact on employee and public perception regarding DPS 61.

### **Internal and External Audience**

1. Communicates and collaborates with the Superintendent, Cabinet, Board of Education, other administrators, and District personnel to coordinate activities and programs, resolve issues and conflicts, and exchange information; model district standards of ethics and professionalism.
2. Communicates and collaborates with the media (local, state, and national), business leaders, DPS 61 donors and business partners, Chamber of Commerce, elected officials, government leaders, community/faith leaders, District Advisory Committee/Parent Teachers Association/parent leaders, parents, patrons/community members, and other education leaders to coordinate activities and programs, resolve issues and conflicts, and exchange information.
3. Performs related duties as assigned.

**GRADE LEVEL:** 19

### **TERMS OF EMPLOYMENT:**

Salary to be based upon salary schedule established by the Board, 260 days per year.

### **EVALUATION:**

Performance of this job will be evaluated in accordance with provisions of the Board's policy on Evaluation of Professional Personnel.

### **PHYSICAL DEMANDS**

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

Approved by BOE 8/20/19

**Updated Pending BOE Approval 3/7/2023**

## **MENTAL DEMANDS**

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

## **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The Administrator will be working in a busy and occasionally noisy environment. There may be a number of activities and situations happening at once, and the Administrator will have to supervise, or make sure students are supervised at all times.

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**TITLE:** Coordinator of Health Services

**PURPOSE:** To provide leadership in the offering of comprehensive school health services which enhance the educational process through the removal of health barriers to learning and by promotion of an optimal level of wellness and environment safety for students and employees. Provides guidance to help promote effective school health policies.

**QUALIFICATIONS:**

1. Registered professional nurse licensed to practice in the State of Illinois with a PEL-CSN (professional licensed educator-credentialed in school nursing).
2. Bachelor's Degree: Master's Degree preferred.
3. Three years of successful experience as a school nurse.
4. Skills, knowledge, and abilities
  - a. Ability to exert strong leadership in the field of school health services and inspire superior performance in members of her/his staff.
  - b. Knowledge of sound public health and school health program.
  - c. Ability to make firm decisions in her/his area of responsibility and delegate responsibility to members of her/his staff.
  - d. Ability to develop and implement short and long-range school health plans and programs.
  - e. Ability to function effectively as a member of the District Leadership Team.
  - f. Ability to communicate effectively in speech and writing.
  - g. Ability to utilize technologies related to Health Services.

**IS A MEMBER OF:** District Leadership Team

**REPORTS TO:** Director of Student Services

**SUPERVISES:**

Directs, and evaluates the work of:  
School nurses  
504 LPN Teaching Assistants  
Secretary to Coordinator of Health Services  
Vision and Hearing Technicians  
Various health related community committees, as required.

**MAINTAINS LIAISON WITH:**

Superintendent  
District Leadership Team  
Building administrators  
Community health care agencies and institutions  
Central Illinois medical and dental professionals  
Federal and State Agencies as needed

BOE APPROVAL 10/26/2021

**PENDING BOE APPROVAL 3/7/2023**

## ESSENTIAL FUNCTIONS:

(The following are the essential fundamentals to include but not limited to the following job duties.)

1. Administration of Board Policies, Administrative Regulations, and Board- Employee Agreements applicable to the area of school health services.
1. Preparation and administration of the School Health Services budget.
2. Collaborates with the Director of Student Services and Director of Human Resources to recruit and retain school health personnel.
3. Administration and coordination of a comprehensive school health program including:
  - a. Student physical and dental examinations in accordance with state law
  - b. Hearing and vision screening of pupils
  - c. Emergency care of student injury and sickness
  - d. Communicable disease control
  - e. First aid procedures
  - f. Immunization in accordance with state law
  - g. Referral of identified student health concerns
  - h. Health record-keeping in accordance with state law
  - i. Safe and healthful school environment
  - j. Health promotion and support to employees
  - k. Provides for the facilities, supplies, and equipment necessary to meet the daily health needs of students
4. Collects and analyzes health related data (immunization records, medical records, incidence of specific disease) and make recommendations to administration based upon data.
5. Interprets and assures compliance with all local, state, and federal school health laws, rules and regulations.
6. Submits student health reports and statistics as required to the Illinois State Board of Education, Illinois Department of Human Services, and Board of Education.
7. Serves as the Exposure Control Officer.
  - a. Responds when there is an exposure incident (refer for medical care for bite, needle stick, etc. and follow up).
  - b. Obtains consents for blood work from source of exposure.
  - c. Reviews and updates and disseminate the districts "Exposure Control Plan" yearly which is Department of Labor/OSHA mandate.
8. Conducts in-service training programs for school nurses and other employees.
9. Provides leadership in interpreting the health program, state law and local regulations regarding health to staff members, parents, and the community.
10. Monitors the maintenance of cumulative health records for all pupils in accordance with the Illinois School Records, the Illinois Administrative Code and the Family Educational Rights and Privacy Act.
11. Identifies health needs and/or concerns within the District.
12. Helps to facilitate access to health resources for schools through grant writing.
13. Uses existing resources effectively
14. Ensures necessary life-saving items are available District-wide.

15. Performs other job-related duties as assigned.

### **TERMS OF EMPLOYMENT:**

Salary is based upon administrative salary schedule established by the Board, 260 Days per year.

**GRADE LEVEL:** 16

### **EVALUATION:**

Performance of this job will be evaluated in accordance with provisions of the Board's policy on Evaluation of Professional Personnel.

### **PHYSICAL DEMANDS:**

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

### **MENTAL DEMANDS**

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

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The Administrator will be working in a busy and occasionally noisy environment. There may be a number of activities and situations happening at once, and the Administrator will have to supervise, or make sure students are supervised at all times.

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**PENDING BOE APPROVAL 3/7/2023**

**TITLE:** Director of Human Resources

**PURPOSE:** Plan, coordinate, and supervise the operation of the personnel services office in such a way as to enhance the morale of the school district personnel, promote the overall efficiency of the school system, and maximize the educational opportunities and benefits available to each individual child.

**QUALIFICATIONS:**

- Illinois Administrative Licensure or SPHR/PHR
- Master's Degree, plus graduate training in personnel management or school personnel administration, Labor Relations, Human Resources, or related field required;
- Background in labor relations related to the education sector or public sector at federal, state, and local levels.
- Understanding of Illinois School Codes and/or worked in the education field.
- Specific skills, such as negotiation, mediation, arbitration, and leadership.
- Excellent verbal and written communications and strong interpersonal communications.
- An understanding of specific labor relations needs and challenges related to the Districts' collective bargaining agreements.
- Strength in situation leadership, ethics, problem-solving, strategic thinking, and cultural competency.
- Ability to maintain good working relationships with employees, union leadership, and students.
- Ability to communicate to staff in an acceptable/courteous manner.
- General knowledge of the principles of supervision, organization and administration.
- Ability to maintain complete and accurate records and to develop meaningful reports from them.
- Ability to effectively express ideas orally and in writing.
- Knowledge of Microsoft Office programs including Word, Excel, Access, PowerPoint, etc.
- Affirm classifications and salaries to the Business Office
- Ability to develop and implement short and long range plans and progress.
- Three years of administrative experience, preferably in personnel management and/or education.
- Such alternatives to the above qualifications as the Board may find appropriate and acceptable

**IS A MEMBER OF:**

Executive Cabinet  
District Leadership Team

**REPORTS TO:** Superintendent or designee

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**Updated Pending BOE Approval 3.7.23**

## **MAINTAINS LIAISON WITH:**

All Administrators

All Staff

Colleges and Universities

Other employment agencies

## **ESSENTIAL FUNCTIONS:**

*(The following are the essential fundamentals to include but not limited to the following job duties.)*

1. Manages the day-to-day operations of the Human Resources Department.
2. Assists with developing and monitoring policies related to the Human Resources Department.
3. Represents District in contract negotiations, meetings, and negotiations with employee and labor organizations.
4. Collaborates with leadership on matters of policy and terms of memorandum of understanding before and throughout negotiation process.
5. Collaborates with legal counsel and departments in the preparation for and participation in negotiation with employee and labor groups.
6. Oversees and disputes resolutions involving employees, management, unions, government agencies, other firms, etc.
7. Advises management on issues regarding union-management relations, such as contract negotiations.
8. Advises the HR staff to ensure compliance with the union contract.
9. Meets with elected union officials.
10. Leads monthly labor management meetings.
11. Assists in analyzing information and data necessary to define and discern cost and policy implications of negotiations and disputes. This may include management and union proposals, pay scales and wages, benefits, working conditions, and other mitigating circumstances.
12. Researches and explains laws and legal affairs concerning employment to building administrators, managers, supervisors, and employees.
13. Advises and trains building administrators, managers and/or supervisors in best labor relations practices and strategies for managing supervisor problems and employee grievances. Develops further training as needed.
14. Works with necessary personnel to ensure various contract compliance.
15. Attends regular meetings with Central Administration.
16. Plans, develops, and revises personnel management policies in accordance with state litigations for submission to the Board of Education.
17. Monitors the provisions of various contracts and salary schedules for personnel.
18. Maintains communication with legal representation.
19. Reviews investigative documentation for potential discipline of District employees.
20. Maintains all personnel contracts of the District.
21. Develops and maintains a system of personnel records for all District employees.
22. Manages and monitors all grievance procedures filed within the District.

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**Updated Pending BOE Approval 3.7.23**

23. Serves as the District's Affirmative Action Equal Opportunity Employment Officer.
24. Recommends/presents all personnel assignments, transfers, dismissals, and promotions to the Superintendent or designee.
25. Supports the Superintendent in overall administrative efforts.
26. Affirms classifications and salaries to the Business Office.
27. Reviews and maintains department budget data.
28. Maintains records of personnel.
29. Administers provisions of the School Code as they apply to all personnel actions.
30. Supervises and evaluates staff within the Human Resources Department.
31. Monitors selection plan for the best qualified teachers and personnel.
32. Maintains communication with District administration regarding all deadlines relating to the Human Resources Department.
33. Prepares recruitment and retention reports for BOE.
34. Maintains communication with area colleges and universities regarding District recruitment needs.
35. Maintains documentation for Leave of Absence/FMLA and ADA and distributes to other departments as required.
36. Collects and maintains confidential documentation related to District litigation.
37. Serves as the District's EEOC Compliance Officer.
38. Oversees the residency, background checks, and reference portion of the application process.
39. Oversees and forwards all mandated trainings to DPS 61 staff.
40. Other duties as assigned.

**GRADE LEVEL:** 19

**TERMS OF EMPLOYMENT:**

Salary to be based upon salary schedule established by the Board, 260 days per year.

**PHYSICAL DEMANDS**

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

**MENTAL DEMANDS**

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

## **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The Administrator will be working in a busy and occasionally noisy environment. There may be a number of activities and situations happening at once, and the Administrator will have to supervise, or make sure students are supervised at all times.

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**TITLE:** Executive Director of Innovative Programs and Strategic Planning

**PURPOSE:** Develop and oversee career readiness for both college and career paths. This Director will be a liaison between the school district and the community at large to ensure that the extended learning opportunities offered prepare students for all of life beyond school. The position is responsible for evaluating innovative strategies and solutions that help drive continuous improvement across the school division based on identified and projected needs. The position is also responsible for providing leadership and support to the design, implementation and overall coordination of all aspects of the District's Strategic Plan.

**QUALIFICATIONS:**

- Bachelor's Degree in Education, Business, Marketing or related field. Master's Degree preferred
- Ability to work with diverse populations, community agencies, families and students
- Ability to organize time, space, materials, and groups
- Possess excellent communication and interpersonal skills
- Function as a team member
- Ability to develop and implement high quality programming as it relates to innovative programs
- Sound understanding of Decatur Public Schools curriculum and local and state graduation requirements
- Ability to recognize and provide staff development in best practices as it relates to innovative programs
- Ability to oversee and monitor awarded grant and food programs associated with innovative programs
- Prior work with parent support groups and community agencies

**IS A MEMBER OF:**

District Leadership Team

**REPORTS TO:** Superintendent

**MAINTAINS LIAISON WITH:**

Building Administrators  
District Leadership Team and Department Members  
Illinois State Board of Education  
Community Agencies and Members  
Local Colleges and Universities

**EXPERIENCE:** Leadership in Program development and Strategic Planning

**ESSENTIAL FUNCTIONS:**

(The following are the essential fundamentals to include but not limited to the following job duties.)

**PENDING BOE APPROVAL 3/7/2023**



1. Identifies and develops innovative strategies and solutions, new programs and practices to help drive continuous improvement across the school district as it relates to post graduation and innovative programs.
2. Collaborates with the District's leadership team to foster a District-wide culture that supports Strategic Plan outcomes; strategies and initiatives designed to positively impact transformational change.
3. Keeps up to date with developments in Innovative Programs and Strategic Planning by attending seminars/conferences and attending courses as needed.
4. Creates and sustains a network of local and national partnerships that contribute ideas and energy to the District's continuous improvement in Innovative Programs and Strategic Planning.

### **Strategic Planning**

1. Facilitates ongoing conversations related to Strategic Planning, new development, mid-course correction and continued evolution of Strategic Plan.
  2. Identifies opportunities for key partners to engage in key initiatives in the Strategic Plan.
  3. Facilitates development of updated or new Strategic Plan as needed.
  4. Facilitates the development of plans so that the vision, mission, and values of the District are known and are materialized.
  5. Works with Superintendent and DLT to develop short and long-term initiatives/goals related to the Strategic Plan.
  6. Provides quarterly updates on the progress of the initiatives outlined in the Strategic Plan.
  7. Demonstrates strategic thinking, problem-solving skills, and organizational skills.
- 

### **Organizational Leadership:**

1. Works with principals and other administrators to develop and launch new innovative programs that could lead to pathways for students post high school graduation.
2. Serves as liaison between District operations and innovative partnerships within community.
3. Coordinates District funding requests with the Foundation and Donors as needed.
4. Seeks grant opportunities or private funding to support initiatives within Innovative Programs.
5. Work with other departments within the District Leadership Team to develop innovative programs for DPS staff. (i.e. Teacher Ready)

### **Communication and Community Relations**

1. Demonstrates awareness of District and community needs and initiate activities to meet those needs.
2. Serves as a collaboration and communications liaison, internally between DPS61 departments and externally with stakeholders and community members, related to District priorities, school performance and student achievement.

### **Guided College and Career Pathways:**

1. Develops a comprehensive careers program which incorporates experiential learning opportunities for college, trade, and students entering the workforce.
2. Oversees career partnership programs.
3. Expand career exploration opportunities starting at the 6<sup>th</sup> grade.

**PENDING BOE APPROVAL 3/7/2023**

### **Student Success**

1. Oversees the Extended Day Program and staff associated to ensure program functions as it was designed.
2. Develops programs that prepare students for 21<sup>st</sup> century jobs.
3. Provides support and be liaison between building level innovation programs and collaborations with local business partners.
4. Work with the department of T & L for academic support resources for Extended Day students.

### **TERMS OF EMPLOYMENT:**

Salary to be based upon salary schedule established by the Board, 260 days per year.

**GRADE LEVEL:** 19

### **EVALUATION:**

Performance of this job will be evaluated in accordance with provisions of the Board's policy on Evaluation of Professional Personnel.

### **PHYSICAL DEMANDS**

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

### **MENTAL DEMANDS**

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

### **WORK ENVIRONMENT**

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**PENDING BOE APPROVAL 3/7/2023**

**TITLE:** P-12 Director of Teaching & Learning

**PURPOSE:** To provide leadership and coordination to ensure the aligned implementation of a PreK-12 Curriculum & Instruction System, on-going guidance to support an effective school improvement plan, guide core content departments, and the coaching and development for school leaders which includes managing district's teaching and learning resources and district accountability systems.

**QUALIFICATIONS:**

- Master's degree in related field required.
- Administrative license required.
- State of Illinois PERA certification preferred (required within 1 year of hiring)
- Minimum of 5 years of leadership experience within an educational organization or school setting is required.
- Minimum of 3 years' experience as a building principal preferred.
- Experience in elementary and secondary leadership is preferred.
- Demonstrated experience in teaching; designing and building curriculum; developing assessments and analyzing student performance data.
- Experience developing differentiated instructional strategies that address achievement gaps and creating, organizing, and leading professional learning experiences for teachers and leaders.
- Experience in professional project and change management is preferred.
- Ability to articulate a vision, set high standards, and effectively guide schools and principals in the realization of expectations set.
- Expertise in leadership development and instructional leadership. Ability to coach others toward excellence, build capacity of content area teams and develop meaningful and high impact professional communities for teachers and school leaders.
- Strong communication skills (speaking - including presentations - listening, and writing).
- Demonstrate high levels of instructional expertise, integrity, honesty, credibility, and the courage to make difficult yet necessary decisions.
- Effective strategic planning capabilities, including the ability to establish long-term vision and goals, and align/manage activities toward goal attainment.
- Strong leadership and team building skills, e.g. ability to develop high performing teams united around a clear vision for serving schools and achieving student success.
- Knowledge of operations, budget/finance, management and organizational development.
- Ability to build collaborative relationships with a variety of stakeholder groups, including external partners, to ensure the entire system operates in the most effective manner possible to support schools and principals.
- Ability to define problems, analyze data, and outline valid conclusions and action steps.
- Successful experience in data analysis and statistics, research design and program evaluation with emphasis in coordination of projects and implementation of assessments.

Approved by BOE 2/25/20

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- Demonstrated experience in training adults in the areas of accountability, curriculum, instruction, English Learner programs/support, and supplemental and intervention programs.
- Demonstrated skills in problem solving, ability to exercise good judgment, discretion, maintains confidentiality, and work with independence, initiative and professionalism.
- An understanding of relevant legislation, policies and procedures especially as they pertain to Title I, ESSA, and student assessment systems.
- Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

### **IS A MEMBER OF:**

District Leadership Team

### **REPORTS TO:**

Assistant Superintendent of Teaching and Learning

### **SUPERVISES:**

Department of Teaching and Learning  
Building Principals  
Professional Development Institute Personnel

### **MAINTAINS LIAISON WITH:**

Central Administration  
Building Administrators  
School Staff

### **ESSENTIAL FUNCTIONS:**

(The following are the essential fundamentals to include but not limited to the following job duties.)

#### **Instructional and Program Management:**

1. Leads the design, delivery, and facilitation of teacher and principal professional development and professional learning communities.
2. Provides the strategic vision for the Department of Teaching & Learning in alignment with the vision and mission of the District.
3. Leads the design and implementation of a PreK-12 curriculum system district wide.
4. Implements the continuous improvement to affect significant, trackable improvement in teacher performance and student achievement.
5. Partners with the Assistant Superintendent of Teaching and Learning to identify and coordinate deployment of differentiated academic supports based on essential data and best practices, including formal/informal needs assessments.
6. Leads support staff, directors and other staff in planning for large-scale, district-wide events, and professional development (e.g. Annual District Wide Teachers Conference).

Approved by BOE 2/25/20

**PENDING BOE APPROVAL 3/7/2023**

7. Identifies resources and partnerships that will accelerate students meeting benchmarks in local, state, or national assessments.
8. Supervises and evaluates staff, by modeling growth mindset, providing regular feedback on their individual, team and departmental progress, effective collaboration, data utilization, and problem solving.
9. Provides guidance to departments on increasing student access to AP Programs, foreign language, dual credit, etc., particularly for underserved students.
10. Clearly communicates the Department of Teaching and Learning priorities to District staff and principals and actively engage in dialogue with varying stakeholders to inform the effectiveness of the work of the Department of Teaching and Learning.
11. Directs and oversees the implementation of curriculum, daily instruction, and engagement of all aged students in DPS 61 in order to service and meet students' needs.
12. Plans, implements, and evaluates instructional programs with teachers and principals, including learning objectives, instructional strategies, and assessment techniques.
13. Applies research and data to improve the content, sequence, and outcomes of the teaching-learning process.
14. Works with appropriate staff to develop, maintain, and revise curriculum documents based on systematic review, state changes, and analysis.
15. Involves instructional staff in evaluating and selecting instructional materials to meet student learning needs.
16. Ensures the use of technology in the teaching-learning process.
17. Plans the necessary time, resources, and materials to support accomplishment of education goals.
18. Ensures that district goals and objectives are developed using collaborative processes and problem-solving techniques when appropriate.
19. Participates in the District-level decision-making process to establish and review the District's goals and objectives and major classroom instructional programs of the district.
20. Actively supports the efforts of others to achieve District goals and objectives and campus performance objectives (academic excellence indicators).
21. Obtains and uses evaluative findings (including student achievement data) to examine curriculum and instruction program effectiveness.
22. Secures consultants, specialists, and other community resources to assist principals and instructional staff in attaining objectives.
23. Provides effective staff development activities that incorporate the mission of the District, program evaluation outcomes, and input from teachers and others.
24. Responsible for textbook adoptions, orders and selection processes.
25. Oversees the curriculum for GT and ESL instruction.
26. Oversees the curriculum for library services and work collaboratively with campus librarians.
27. Oversees the delivery of instruction related to dyslexia services.
28. Coordinates career and technology programs with the federal program's director.
29. Provides academic assistance to those involved with innovative programs and/or pathways to college and the workforce.

Approved by BOE 2/25/20

**PENDING BOE APPROVAL 3/7/2023**

### **Policy, Reports, and Law:**

1. Implements the policies established by federal and state law, State Board of Education rule, and local board policy in curriculum and instruction area.
2. Compiles, maintains, submits and/or presents all physical and computerized reports, records, and other documents required locally, by the Board of Education, or State levels.

### **Budget:**

1. Administers the curriculum and instruction budget and ensure that programs are cost effective managed prudently.
2. Compiles budgets and cost estimates based on documented program needs.
3. Assists with recruitment, selection, and training of personnel in the department of T & L and make sound recommendations relative to personnel placement, assignment, retention, discipline, and dismissal.
4. Assists with designated teacher appraisal system.

### **Communication:**

1. Provides for two-way communication with principals, teachers, staff, parents, and community.
2. Demonstrates skill in conflict resolution with administrators, parents, teachers, staff, and community.
3. Monitors professional research and disseminate ideas and information to other professionals.

### **Community Relations:**

1. Articulates the District's mission, instructional philosophy, and curriculum implementation strategies to the community and solicit its support in realizing district's mission.
2. Demonstrates awareness of District-community needs and initiate activities to meet those needs.
3. Demonstrates use of appropriate and effective techniques to encourage community and parent involvement.

### **TERMS OF EMPLOYMENT:**

Salary to be based upon salary schedule established by the Board, 260 days per year.

**GRADE LEVEL:** 18

### **EVALUATION:**

Performance of this job will be evaluated in accordance with provisions of the Board's policy on Evaluation of Professional Personnel.

### **PHYSICAL DEMANDS**

Handle work which deals mostly with people, objects, equipment in a general setting; depth perception and field of vision are important. Employee regularly is required to bend, stoop, twist, turn, reach, lift (up to 50 pounds), carry, pull, push, climb, and kneel; walking and standing approximately 50-75% of each shift.

Approved by BOE 2/25/20

**PENDING BOE APPROVAL 3/7/2023**

Employee must recognize differences in sound, such as voices/noises that are loud and playful instead of angry and combative; ability to differentiate tones and volumes in conversation.

## **MENTAL DEMANDS**

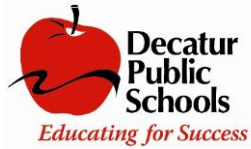
Administrator must ensure that children are supervised at all times, and that children are involved in safe and appropriate activities. There may be a number of situations happening at once, and the Administrator must be prepared to handle accidents and emergencies at any time.

## **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The Administrator will be working in a busy and occasionally noisy environment. There may be a number of activities and situations happening at once, and the Administrator will have to supervise, or make sure students are supervised at all times.

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



## Board of Education Decatur Public School District #61

<b>Date:</b> March 07, 2023	<b>Subject:</b> 2023-2024 and the 2024-2025 <b>FINAL</b> Decatur School District Calendars
<b>Initiated By:</b> Jason Fox, Director of Human Resources and Deanne Hillman, Interim Director of Human Resources	<b>Attachments:</b> 2023-2024 and the 2024-2025 <b>FINAL</b> Decatur School District Calendars
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent; Executive Cabinet; and Union Representatives	

### **BACKGROUND INFORMATION:**

Historically, the school calendar is created with input from union leadership and the Executive Cabinet. The 2023-2024 and the 2024-2025 calendars have been developed in the same manner.

### **CURRENT CONSIDERATIONS:**

The 2023-2024 and the 2024-2025 academic calendars consist of 180 days. The calendars include one mid-year optional Teacher Workday and two parent-teacher conference days, one each semester. Veterans Day will be observed November 22, 2023, and November 27, 2024; all schools will participate in Veterans Day activities on November 10, 2023, and November 8, 2024. Casimir Pulaski Day will be observed on April 19, 2024, and March 28, 2025. Indigenous People’s Day will be observed on October 23, 2023, and October 21, 2024.

### **2023-2024 Dates of interest include:**

August 10	Teacher Workday
August 11	Speaker AM, Building Meetings PM
August 14	First day of Student Attendance
September 4	No School: Labor Day Holiday
September 13	District Wide Half-Day #1
October 9	<b>Indigenous People’s Day: Students in Attendance</b>
October 11	District Wide Half-Day #2
October 20	No School: Parent/Teacher Conference Day
October 23	No School: Indigenous People’s Day Holiday
November 10	<b>Veterans Day: Students in Attendance</b>
November 15	District Wide Half-Day #3
November 20-24	No School: Thanksgiving Break
November 22	No School: Veterans Day Observed
December 13	District Wide Half-Day #4
December 22-January 4	No School: Winter Break
January 5	No School: Optional Teacher Work Day



January 15	No School: MLK Holiday
January 24	District Wide Half-Day #5
February 14	District Wide Half-Day #6
February 19	No School: President's Day Holiday
March 4	<b>Casimir Pulaski Day: Students in Attendance</b>
March 13	District Wide Half-Day #7
March 22	No School: Parent/Teacher Conference Day
March 25-28	No School: Spring Break
March 29	No School: Good Friday Holiday
April 19	No School: Casimir Pulaski Day Observed
April 24	District Wide Half-Day #8
May 18	High School Graduation (TENTATIVE)
May 23	Last Student Attendance Day

**2024-2025 Dates of interest include:**

August 8	Teacher Workday
August 9	Building Meetings
August 12	First day of Student Attendance
September 2	No School: Labor Day Holiday
September 11	District Wide Half-Day #1
October 9	District Wide Half-Day #2
October 14	<b>Indigenous People's Day: Students in Attendance</b>
October 18	No School: Parent/Teacher Conference Day
October 21	No School: Indigenous Peoples Day Holiday
November 5	No School: Election Day Holiday
November 8	<b>Veterans Day: Students in Attendance</b>
November 13	District Wide Half-Day #3
November 25-29	No School: Thanksgiving Break
November 27	No School: Veterans Day Observed
December 11	District Wide Half-Day #4
December 23-January 2	No School: Winter Break
January 3	No School: Optional Teacher Work Day
January 15	District Wide Half-Day #5
January 20	No School: MLK Holiday
February 12	District Wide Half-Day #6
February 17	No School: President's Day Holiday
March 3	<b>Casimir Pulaski Day: Students in Attendance</b>
March 12	District Wide Half-Day #7
March 21	No School: Parent/Teacher Conference Day
March 24-27	No School: Spring Break
March 28	No School: Casimir Pulaski Day Observed
April 18	No School: Good Friday Holiday
April 23	District Wide Half-Day #8
May 17	High School Graduation (TENTATIVE)
May 22	Last Student Attendance Day

**FINANCIAL CONSIDERATIONS:**

n/a

**STAFF RECOMMENDATION:**

The Administration respectfully requests the Board of Education approve the **FINAL** Decatur Public School District #61 2023-2024 and 2024-2025 School Calendars as presented.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

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



## Board of Education Decatur Public School District #61

<b>Date:</b> March 07, 2023	<b>Subject:</b> Personnel Action
<b>Initiated By:</b> Jason E. Fox, Director of Human Resources, and the Human Resources Department	<b>Attachments:</b> 3 Pages of Personnel Action
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

**BACKGROUND INFORMATION:**

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

**CURRENT CONSIDERATIONS:**

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

**FINANCIAL CONSIDERATIONS:**

These positions are in the budget.

**STAFF RECOMMENDATION:**

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

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

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

**To: Board of Education**  
**From: Jason E. Fox, Director of Human Resources**  
**Date: March 2, 2023**  
**Board Date: March 7, 2023**  
**Re: Personnel Action**

**EMPLOYMENT RECOMMENDATIONS**

**TEACHER:**

Name	Position	Effective Date
Kei'von Evans	Physical Education, American Dreamer	February 20, 2023

**OFFICE PERSONNEL:**

Name	Position	Effective Date
Trisha Thomas	Secretary to the Principal, Dennis Mosaic	February 28, 2023

**SECURITY PERSONNEL:**

Name	Position	Effective Date
Jessica Moss	School Security Officer, American Dreamer	March 6, 2023

**TRANSFERS**

**OUTREACH PERSONNEL:**

Name	Position	Effective Date
Caytlyn Stoneburner	Hourly School Nurse, SELA to Hourly School Nurse, SELA/Hope Academy/Eisenhower/MacArthur	February 24, 2023

**RESIGNATIONS**

**ADMINISTRATOR:**

Name	Position	Effective Date
Lori McCoy	Special Ed Administrator, Macon Piatt	July 24, 2023

**TEACHER:**

Name	Position	Effective Date
Rosemary Dickson	Grade 4, Franklin Grove	End of the 2022-2023 School Year

**TEACHING ASSISTANTS:**

Name	Position	Effective Date
Gloria Goodman	504 One on One Assistant, American Dreamer	February 27, 2023
Jamie Hauersperger	Special Ed Assistant, SELA	March 9, 2023

**ADMINISTRATIVE SUPPORT:**

Name	Position	Effective Date
Carla Oller	Recruitment and Retention Specialist, Human Resources	February 28, 2023

**RETIREMENTS**

**ADMINISTRATIVE SUPPORT:**

Name	Position	Effective Date
Vickie Vieth	Taxes Coordinator (Medicaid), Macon Piatt	June 30, 2023

**MAINTENANCE:**

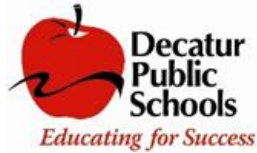
Name	Position	Effective Date
Dwight Peck	Maintenance Worker, Buildings & Grounds	June 23, 2023

**COMPENSATION RECOMMENDATIONS:**

- The following staff members should be compensated for participating in Founder's Day Event on February 16, 2023 at Parsons:

Julie Mower	\$50.01	Stacey Wilson	\$50.01
Elizabeth Karakachos	\$50.01	Jaime Goodman	\$50.01
Elizabeth Turner	\$50.01	Ashley Ignatowski	\$50.01
Heather Groves	\$50.01	Alicia Rosier	\$50.01
Theresa Tozer	\$50.01	Mary Watts	\$50.01
Carrie Sager	\$50.01	April Flint	\$50.01
Jaci Cecil	\$45.00	Grace Oxley	\$50.01
Sheree Park	\$50.01	C Roxann Kennedy	\$50.01
Hannah Bird	\$50.01	Melissa Goede	\$50.01
Christina Woo	\$50.01	Andrea Wakeland	\$50.01
Peter Brown	\$50.01	Tara Lueras	\$50.01
Stacy Benda	\$50.01	Zachary McReynolds	\$45.00
Caitlin Brock	\$50.01	Candice Michener	\$50.01

- The following staff member should be compensated **\$2,000.00** monthly for Assistant Superintendent additional duties effective March 6, 2023:  
Jeff Dase
- The following staff member should be compensated **\$4,000.00** for the X-Step for his years of service to Decatur Public Schools:  
Dwight Peck



## Board of Education Decatur Public School District #61

<b>Date:</b> March 07, 2023	<b>Subject:</b> Teacher Ready Participant Increase
<b>Initiated By:</b> Jason Fox, Director of Human Resources	<b>Attachments:</b> N/A
<b>Reviewed By:</b> Ashley Grayned, Executive Director of Innovative Programs, and Dr. Rochelle Clark, Superintendent	

**BACKGROUND INFORMATION:**

Previously, the Board approved piloting the Teacher Ready program through Huron University with five long term substitutes as a way of increasing our teaching candidate pool and staff. During the application process for pilot candidates, the District received ten applications from long term substitutes. The district is asking for permission to increase the pilot from five slots to ten in order to capture all of the quality applicants that have applied thus far.

**CURRENT CONSIDERATIONS:**

We are currently up to 18 applicants for the Teacher Ready program being offered by DPS. There are currently 52 open teaching positions within the District and these applicants are serving as teachers in 18 of those positions. By hiring these 18 individuals, the District will be reducing the open positions by 33%. If we are able to fill all 25 positions requested, the open positions would be reduced by 48%.

**FINANCIAL CONSIDERATIONS:**

This will increase the pilot cost from approximately 60,000 to approximately \$90,000.

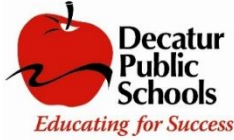
**STAFF RECOMMENDATION:**

The Administration respectfully requests that the Board of Education approve this increase in Teacher Ready pilot slots (from 10 slots to 25 slots) as presented.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

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



## Board of Education Decatur Public School District #61

<b>Date:</b> March 07, 2023	<b>Subject:</b> Akitabox Quote for Facility Asset Inventory Services and Software License
<b>Initiated By:</b> Kent Metzger, Director of Buildings and Grounds	<b>Attachments:</b> Master Software and Services Agreement
<b>Reviewed By:</b> Dr. Michael Curry, Chief Operational Officer, and Dr. Rochelle Clark, Superintendent	

**BACKGROUND INFORMATION:**

Decatur Public Schools has made, and will continue to make, significant investments in the buildings and grounds that support the educational process. Buildings and Grounds have been given the responsibility of maintaining and improving the assets included within the DPS facilities. A comprehensive system of asset management is needed to make maintaining and improving the assets more effective and efficient.

**CURRENT CONSIDERATIONS:**

Decatur Public Schools has sought out a reputable and proven vendor to provide technology software and support services to develop a comprehensive system of asset management. DPS seeks to contract with AkitaBox, Inc. to provide the needed services. AkitaBox has quoted a subscription to the AkitaBox Platform for the recurring fee of \$32,102.32 (1,605,116 sf @ \$0.02/sf). AkitaBox has quoted a non-recurring (one time) fee of \$24,076.74 (1,605,116 sf @ \$0.015/sf) to physically walk the DPS facilities to inventory and catalog building assets to be entered into the AkitaBox software for management of those assets.

**FINANCIAL CONSIDERATIONS:**

Funding will be provided under Fund 60 and shall be budgeted under the FY23/24 and future budgets.

**STAFF RECOMMENDATION:**

The Administration respectfully requests the Board of Education approve and accept the quote from AkitaBox, Inc. for the recurring fee of \$32,102.32, and the non-recurring fee of \$24,076.74 resulting in a total quoted sum of \$56,179.06.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

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



## Master Software and Services Agreement

This Master Software and Services Agreement ("Agreement") is made effective as of June 1, 2023 (Effective Date), by and between AkitaBox Inc. a Wisconsin corporation ("AkitaBox") and Decatur Public Schools ("Customer"). AkitaBox and Customer are sometimes referred to as a "Party" or collectively as the "Parties".

WHEREAS, Customer wishes to have AkitaBox provide Services (as defined below) utilizing AkitaBox's Software, in accordance with the terms and conditions of this Agreement.

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

### 1. Definitions.

"Affiliates" means any entity controlling, controlled by, or under common control of the entity where "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

"Authorized User(s)" shall mean Customer's employees, agents, or designated users who Customer has specifically authorized to have access to the AkitaBox Software in accordance with this Agreement. Customer shall be responsible for Authorized User's compliance with this Agreement.

"AkitaBox Software" is any software, software application, or applications and any third party or other software, that AkitaBox provides access to and use of by Customer as part of the Services, including without limitation such software identified in a Statement of Work.

"Input Data" means information, data, and other content, in any form or medium that is collected, downloaded, or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services.

"Output Data" means information, data, and other content that is produced or derived by or through the Services from processing Input Data.

"Personal Information" means information that relates to an individual person and identifies or can be used to identify the individual alone or when combined with other personal information.

"Services" shall be those services provided by AkitaBox as set forth in each Statement of Work, including any identified

AkitaBox Software provided as a service in the Statement of Work.

"Statement of Work" shall have the meaning as set forth in Section 2.

### 2. Services and Statements of Work.

2.1 Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, during the Term (as defined in Section 3.1), AkitaBox shall provide to Customer the Services specifically described in each executed statement of work between the Parties, which is hereby incorporated and made a part hereof ("Statement of Work").

2.2 Statements of Work shall not be effective until mutually agreed upon and executed by both Parties.

2.3 To the extent of any conflict or inconsistency between the terms and conditions of a Statement of Work and the terms and conditions of this Agreement, the terms and conditions of the Statement of Work will control.

2.4 Each Statement of Work shall be in writing, signed by both Parties, and refer specifically to this Agreement. The initial Statement of Work between the Parties is listed on Schedule A.

2.5 Both Parties recognize that any amendments made to Statements of Work must be made in writing and signed by both Parties.

2.6 AkitaBox may suspend Customer's, any Authorized User's or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if (but only to the extent, in both duration and scope, necessary): (i) AkitaBox receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly requires or makes it commercially or legally reasonable for AkitaBox to do so; or (ii) AkitaBox believes, in its good faith discretion, that: (a) Customer or any Authorized User has failed to comply with, any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (b) Customer or any Authorized User is, or has been, involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (c) this Agreement expires or is terminated. In such an event, AkitaBox shall notify Customer of its intention to do so, and AkitaBox shall promptly restore Services upon the cause for the Suspension being removed or mitigated. This

Section 2.6 does not limit any of AkitaBox's other rights or remedies, whether at law, in equity, or under this Agreement.

2.7 Each Authorized User is subject to the end-user terms of use applicable to the AkitaBox Software. Customer shall be liable for any non-compliance with the applicable end-user terms of use by Authorized User. Customer shall provide the necessary hardware for each Authorized User to access the AkitaBox Software.

2.8 AkitaBox is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

### 3. **Term of Master Software and Services Agreement.**

3.1 This Agreement will begin on the Effective Date and continue until all Statements of Work are expired or terminated, or unless terminated earlier pursuant to Section 4 below (the "Term").

3.2 The term of the Statement of Work and the Services provided thereunder, will be set forth in the Statement of Work.

### 4. **Termination.**

4.1 In addition to any other express termination right set forth elsewhere in this Agreement:

(a) AkitaBox may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than fifteen (15) days after AkitaBox's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 6.1.

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; and

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to

take charge of or sell any material portion of its property or business.

4.2 Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all Statements of Work, rights, licenses, consents, and authorizations granted by either Party to the other hereunder will immediately terminate;

(b) Customer shall immediately cease all use of any Services;

(c) AkitaBox shall immediately cease all use of any Input Data that identifies Customer or Customer's Confidential Information and deliver to Customer all Input Data if requested to do so by Customer;

(d) notwithstanding the foregoing, the Receiving Party may retain the Disclosing Party's Confidential Information in its then current state and solely to the extent and for so long as required by applicable law. AkitaBox may also retain Input Data that identifies Customer in its backups, archives, and disaster recovery systems until such data is deleted within 90 days. AkitaBox may continue to use Input Data, Output Data, and De-identified Data in accordance with Section 6.3;

(e) AkitaBox may disable all Customer and Authorized User access to the AkitaBox Software;

(f) if Customer terminates this Agreement pursuant to Section 4.1(b), Customer will be relieved of any obligation to pay any fees attributable to the period after the effective date of such termination and AkitaBox will refund to Customer fees paid in advance for Services that AkitaBox has not performed as of the effective date of termination;

(g) if AkitaBox terminates this Agreement pursuant to Section 4.1(a) or 4.1(b), all fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable, and Customer shall pay such fees, together with all previously-accrued but not yet paid fees, on receipt of AkitaBox's invoice therefor.

5. **Non-Disclosure.** The following provisions apply to Confidential Information (as defined below) which one Party ("Discloser") discloses to the other Party ("Recipient") or its Affiliates, or to any of such Recipient's or its Affiliates' employees, officers, directors, partners, shareholders, agents, attorneys, accountants or advisors (collectively, "Representatives"), pursuant to this Agreement or Statements of Work. With respect to Customer, Authorized Users shall be included in the definition of Representatives.

5.1 "Confidential Information" means: (i) non-public information of the Discloser; (ii) Personal Information disclosed on the AkitaBox Software, and customers, and (iii) this Agreement and all Statements of Work. However, Confidential Information does not include information that:

- (a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Agreement by the Recipient or any of its Representatives;
- (b) at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Recipient by a legal, fiduciary or contractual obligation to the Discloser;
- (c) was known by or in the possession of the Recipient or its Representatives, as established by documentary evidence, prior to being disclosed by or on behalf of the Discloser pursuant to this Agreement; or
- (d) was or is independently developed by the Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Discloser's Confidential Information.

5.2 The Recipient shall:

- (a) protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
- (b) not use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than the purpose of the Agreement or any Statement of Work, or otherwise in any manner to the Discloser's detriment, including without limitation, to reverse engineer, disassemble, decompile or design around the Discloser's proprietary services, products and/or confidential intellectual property;

(c) not disclose any such Confidential Information to any person or entity, except to the Recipient's Representatives who:

- (i) need to know the Confidential Information to assist the Recipient, or act on its behalf, in relation to the purpose or to exercise its rights under the Agreement or Statement of Work;
  - (ii) are informed by the Recipient of the confidential nature of the Confidential Information; and
  - (iii) are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Agreement or applicable Statement of Work; and
- (d) be responsible for any breach of this Agreement caused by any of its Representatives.

5.3 Any Disclosure by the Recipient or its Representatives of any of the Discloser's Confidential Information pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction (a "Legal Order") shall be subject to the terms of this Section. Prior to making any such disclosure, the Recipient shall provide the Discloser with:

- (a) prompt written notice of such requirement so that the Discloser may seek, at its sole cost and expense, a protective order or other remedy; and
- (b) reasonable assistance, at the Discloser's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Recipient remains subject to a Legal Order to disclose any Confidential Information, the Recipient (or its Representatives or other persons to whom such Legal Order is directed) shall disclose no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, such Legal Order specifically requires the Recipient to disclose.

## 6. **Intellectual Property Ownership and Licensing.**

6.1 AkitaBox Software.

- (a) AkitaBox hereby grants to Customer and its Authorized Users a limited, non-exclusive, non-transferable license to use the AkitaBox Software solely for purposes described in the Statement of Work during the term of the applicable Statement of Work. All other rights in and to the AkitaBox Software are expressly reserved by AkitaBox and the respective third party licensors.

(b) Customer shall not, and shall not permit any person other than an Authorized User to, access or use the AkitaBox Software or Services. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits: (i) copy, modify or create derivative works or improvements of the AkitaBox Software; (ii) rent, lease, lend, sell, resell, sublicense, assign, distribute, publish, transfer or otherwise make available the AkitaBox Software or any Services to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the AkitaBox Software, in whole or in part; (iv) bypass or breach any security device or protection used by the AkitaBox Software; (v) intentionally input, upload, transmit or otherwise provide to or through the Services or AkitaBox Systems, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code; (vi) intentionally damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the AkitaBox Software or AkitaBox's provision of services to any third party, in whole or in part; (vii) remove, delete, alter or obscure any trademarks, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any AkitaBox Software, including any copy thereof; (viii) access or use the AkitaBox Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable law; or (ix) access or use the AkitaBox Software for purposes of competitive analysis of the AkitaBox Software, the development, provision or use of a competing software service or product or any other purpose that is to the AkitaBox's detriment or commercial disadvantage.

(c) The license granted pursuant to this Section 6.1 will expire immediately upon termination or expiration of this Agreement.

(d) Except those specific pieces of Personal Information expressly requested by AkitaBox, (i) Customer shall not upload Personal Information to the AkitaBox Software, and (ii) AkitaBox shall not be responsible for any Personal Information included as Input Data.

## 6.2 Customer Hardware and Software.

(a) Customer will provide AkitaBox with reasonable access to any hardware and software owned or licensed by Customer, solely to the extent necessary in order for AkitaBox to provide the Services during the Term of this Agreement.

## 6.3 Data.

(a) Customer owns all Input Data, and/or Customer has the right to use and license or sub-license the Input Data in accordance with this Agreement.

(b) AkitaBox owns all Output Data.

(c) AkitaBox hereby grants to Customer a limited, non-exclusive, royalty-free license to use the Output Data for its own internal business purposes. Customer may not rent, lease, lend, sell, resell, sublicense, assign, distribute, publish, or transfer the Output Data.

(d) Customer hereby grants to AkitaBox a limited, non-exclusive, royalty-free license to use the Input Data (i) to the extent necessary to provide the Services to Customer during the Term of this Agreement and any applicable Statement of Work, (ii) for internal business purposes, and (iii) to the extent necessary to provide any of AkitaBox's services to any third party owner of a facility to which the Input Data pertains, if different from Customer.

(e) Any Input Data that has been stripped of (i) Customer's name and addresses and (ii) Authorized Users' names and email addresses shall no longer be considered or deemed Input Data and shall thereafter be "De-identified Data." AkitaBox shall own all De-identified Data and may process and use it in any manner in accordance with applicable law.

(f) Customer grants to AkitaBox a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Authorized Users relating to the operation of AkitaBox's Services.

## 6.4 Additional IP Terms.

(a) Each Party shall maintain ownership of its respective intellectual property.

(b) Neither Party shall use the name, logo, likeness, or trademarks of the other for any advertising, marketing or endorsement purposes without the prior written consent of that Party.

## 7. Fees.

7.1 The fees for the Services shall be set forth in the applicable Statement of Work.

7.2 All fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental

or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on AkitaBox's income.

7.3 Customer shall reimburse AkitaBox for all reasonable costs incurred by AkitaBox in collecting any late payments or interest. If Customer's failure to pay continues for thirty (30) days following written notice thereof, AkitaBox may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other person by reason of such suspension.

#### 8. **AkitaBox Personnel.**

8.1 It is expressly understood that personnel provided by AkitaBox for the purpose of performing Services under this Agreement are the employees or subcontractors of AkitaBox, and under no circumstances will be considered employees of Customer. AkitaBox will be responsible for any and all applicable payroll and employment taxes and employee benefits and insurance, and Customer will have no liability therefore.

8.2 During the Term and for one (1) year after, Customer shall not, and shall not assist any other person to, directly or indirectly, recruit or solicit for employment or engagement as an independent contractor any person then or within the prior twelve (12) months employed or engaged by AkitaBox. In the event of a violation of this Section, AkitaBox will be entitled to liquidated damages equal to the compensation paid by AkitaBox to the applicable employee or contractor during the prior twelve (12) months.

#### 9. **Warranty and Limitation of Warranty.**

9.1 AkitaBox represents and warrants that the AkitaBox software will perform substantially as described by AkitaBox in its user manual provided by AkitaBox to Customer, and that to AkitaBox's knowledge, the software does not infringe or misappropriate the intellectual property rights of any third party. If Customer feels that the AkitaBox Software does not comply with the proceeding warranty, Customer shall provide AkitaBox with written notice to this effect. AkitaBox will be responsible only for those defects or other non-conformities then under warranty and which have been reported in a timely written manner. AkitaBox's liability under warranty is limited to bringing the AkitaBox Software into compliance by repairing the defect or replacing the AkitaBox Software with conforming software without additional cost or charge to Customer. For any AkitaBox Software that AkitaBox sources or licenses from third parties, AkitaBox shall warrant and pass through to Customer all of the warranties AkitaBox receives from the licensors, sub-licensors, resellers, suppliers, owners and/or manufacturers, designers ("Suppliers") of such

software. AkitaBox's obligations do not apply to the extent of Customer's use of the AkitaBox Software in a manner, or with materials from third parties, that do not conform to specifications provided by AkitaBox.

9.2 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 9.1, THE SERVICES AND AKITABOX SOFTWARE ARE PROVIDED "AS IS" AND AKITABOX HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR AKITABOX SOFTWARE, OR ANY RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

9.3 TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, EACH PARTY DISCLAIMS LIABILITY FOR AND IN NO EVENT WILL EITHER PARTY BE LIABLE FOR, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.4 EXCEPT FOR INDEMNIFICATION OBLIGATIONS REQUIRED UNDER THIS AGREEMENT, EITHER PARTY'S CUMULATIVE LIABILITY FOR ANY AND ALL DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OF THE SERVICES PERFORMED UNDER THIS AGREEMENT WILL NOT EXCEED THE LESSER OF: (I) AS APPLICABLE, CUSTOMER'S OR AKITABOX'S ACTUAL PROVEN DIRECT DAMAGES FOR THE EVENT(S) GIVING RISE TO THE CAUSE(S) OF ACTION OR (II) THE TOTAL CHARGES (FEES AND EXPENSES) PAYABLE TO AKITABOX FOR THE RECURRING SOFTWARE

PROVIDED UNDER THIS AGREEMENT FOR THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE EVENT GIVING RISE TO THE LIABILITY OCCURRED (OR IF THE EVENT GIVING RISE TO THE LIABILITY OCCURS DURING THE FIRST TWELVE (12) MONTHS AFTER THE EFFECTIVE DATE, THE TOTAL CHARGES RELATING TO RECURRING SOFTWARE PAYABLE TO AKITABOX PURSUANT TO THE APPLICABLE STATEMENT OF WORK UNDER THIS AGREEMENT FOR SUCH TWELVE (12) MONTHS. "RECURRING SOFTWARE" SHALL MEAN THE AKITABOX SOFTWARE SUBSCRIBED TO BY CUSTOMER CONTAINED IN ACTIVE STATEMENTS OF WORK.

9.5 IN NO EVENT WILL AKITABOX BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR, AND CUSTOMER AGREES TO HOLD AKITABOX HARMLESS FROM, (I) ANY DAMAGES THAT RESULT FROM CUSTOMER'S USE OF THE SERVICES AND (II) ANY DATA ENTERED INTO THE AKITABOX SOFTWARE, EXCEPT FOR DATA ENTERED BY AKITABOX'S EMPLOYEES OR AUTHORIZED REPRESENTATIVES.

**10. Indemnification; Third-Party Claims Procedures.**

10.1 AkitaBox will indemnify, defend, and hold harmless Customer, and its officers, directors, employees, agents, successors and assigns ("Customer Indemnitees"), from any and all any fines, penalties, costs, losses, damages, injuries, obligations, demands, assessments, claims, expenses or liability, including attorney's fees and expenses (individually and collectively "Losses") and threatened Losses, arising directly from the claim of a third party with no relation to any Party hereto arising solely from the gross negligence or willful misconduct of AkitaBox.

10.2 Customer will indemnify, defend, and hold harmless AkitaBox, and its officers, directors, employees, agents, successors and assigns ("AkitaBox Indemnitees"), from any and all any fines, penalties, costs, losses, damages, injuries, obligations, demands, assessments, claims, expenses or liability, including attorney's fees and expenses (individually and collectively "Losses") and threatened Losses, arising directly from the claim of a third party with no relation to any Party hereto arising solely from any of the following: (i) death or bodily injury, damage, loss or destruction of any real or tangible personal property caused by the negligent or willful acts or omissions of Customer or its officers, directors, agents or employees; (ii) any claims or lawsuits arising from Customer's allege breach of this Agreement; (iii) gross negligence or willful misconduct of Customer or Customer's affiliates; (iv) Personal Information included as Input Data, (v) unintentional damage of Customer's or third party's property

or facilities by AkitaBox's employees or independent contractors while AkitaBox is performing the Services for Customer, or (vi) injuries sustained by AkitaBox's employees or independent contractors on Customer's or a third party's premises while AkitaBox is performing the Services for Customer, except for injuries caused by the negligence of AkitaBox's employees or independent contractors.

10.3 AkitaBox shall indemnify Customer Indemnitees from and against all any and all any fines, penalties, costs, losses, damages, injuries, obligations, demands, assessments, claims, expenses or liability, including attorney's fees and expenses (individually and collectively "Losses"), arising out of or resulting from any claim by a third party to the extent that such Losses result from a claim that any of the Services, or Customer's or any authorized user's use thereof, infringe, misappropriate or otherwise violate any intellectual property right of a third party, provided however, that AkitaBox shall have no liability or obligation for any claim or Losses to the extent that such claim or Losses arise out of or results from any: (i) use of the Services by Customer or an Authorized User pursuant to this Agreement in combination with any software or hardware not provided, authorized or approved by or on behalf of AkitaBox; (ii) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of AkitaBox; or (iii) access to or use of the Services that is prohibited by this Agreement or otherwise outside the scope of access or manner or purpose of use described or contemplated anywhere in this Agreement. If any of the Services or are, or in AkitaBox's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party intellectual property right, or if Customer's or any authorized user's use of the Services is enjoined or threatened to be enjoined, AkitaBox may, at its option and sole cost and expense: obtain the right for Customer to continue to use the Services as contemplated by this Agreement; modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing equivalent features and functionality; or by written notice to Customer, terminate this Agreement and require Customer to immediately cease any use of the Services and AkitaBox will refund to Customer, on a pro rata basis, the share of any fees prepaid by Customer for the remaining Term of this Agreement following the date of such termination. THIS SECTION 10.3 SETS FORTH CUSTOMER'S SOLE REMEDIES AND AKITABOX'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT

10.4 Each Party shall promptly notify the other Party in writing of any action for which such Party believes it is entitled to be indemnified pursuant to Section 10 of this Agreement. The Party seeking indemnification (the "Indemnitee") shall cooperate with the other Party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section will not relieve the Indemnitor of its obligations under this Section 10 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

11. **Compliance with Law.** Each Party will comply, and will cause each of its employees, agents, Authorized Users, and subcontractors to comply with all applicable laws and regulations relating: (i) in the case of AkitaBox, to AkitaBox's provision of the Services, and (ii) in the case of Customer, Customer's receipt and use of the Services.

12. **Records Retention.** Records Retention. AkitaBox shall maintain complete and accurate accounting and other records and documentation (i) as required to comply with all applicable laws and authorizations, and (ii) to support and document all amounts billed to and payable by Customer under this Agreement. Such records shall be retained for a period of at least four (4) years or such longer period as may be required by law.

13. **No Partnership.** The Parties do not intend this Agreement to create a partnership, joint venture or fiduciary relationship or any other business combination. The Parties shall act in all matters pertaining to this Agreement as independent contractors. The Agreement is being entered into on a principal-to-principal basis and shall not be deemed to make either Party an agent, partner or representative of the other Party.

14. **Notices.** Any notices under this Agreement shall be given in writing to the mailing or email address indicated on the signature page to this Agreement. Notice shall be transmitted by personal delivery, by overnight delivery service (e.g., Federal Express), or via email. Notice shall be deemed given upon receipt (in the event of personal delivery) and within one (1) business day (in the event of overnight delivery service or email). Notice by either Party of a change in its address for purposes of this section shall be in writing.

15. **Additional Terms.**

15.1 This Agreement, including its attachments, sets forth the full and complete agreement of the Parties, and both Parties warrant that there have been no other promises, obligations, or undertakings, oral or written. This Agreement can be modified only by a written document signed by both Parties. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving.

15.2 This Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

15.3 The captions and headings throughout this Agreement are for convenience and reference only, and do not affect the meaning or intent of this Agreement.

15.4 If any section or clause contained in this Agreement is found to be invalid by a court of competent jurisdiction, the remaining sections and clauses shall remain in full force and effect.

15.5 Neither Party shall be responsible for any delay or failure in performance, at any time during the term of this Agreement, caused by flood, riot, insurrection, fire, earthquake, strike, explosion, war, act of God, or any other force or cause beyond the control of the Party claiming the protection of this section.

15.6 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. Any legal suit, action or proceeding arising out of this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal or state courts located in Madison, Wisconsin, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue

or *forum non conveniens*. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

15.7 Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 5 (Non-Disclosure) or Section 6 (Intellectual Property Ownership and Licensing) would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

15.8 If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

15.9 The following provisions of this Agreement shall survive its termination: (i) Section 5 (Non-Disclosure), (ii) Section 6 (Intellectual Property Ownership and Licensing), (iii) Section 8.2 (AkitaBox Personnel), (iv) Sections 9.2, 9.3, 9.4, 9.5, 9.6 and 9.7 (Limitation of Warranty and Liability), (v) Section 10 (Indemnification), Section 11 (Assignment), and (vii) Section 16 (Additional Terms).

15.10 This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docuSign.com](http://www.docuSign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.



IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

**AkitaBox, Inc.**

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

Name: Patrick Farley

Title: Chief Operating Officer

Email: pfarley@akitabox.com

Date:

**Decatur Public Schools**

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

Name:

Title:

Email:

Date:

## Statement of Work

All terms and conditions of the Agreement located here shall apply to this Statement of Work. This Statement of Work for Software and/or Services is being entered into pursuant to the terms and conditions of the Master Software and Services Agreement by and between AkitaBox Inc. (“AkitaBox”) and Decatur Public Schools (“Customer”) effective as of June 1, 2023 (Effective Date). All terms and conditions of the Agreement shall apply to this Statement of Work. In the event of a conflict between the terms of this Statement of Work and the Agreement, the terms of the Statement of Work shall govern. Unless otherwise defined herein, capitalized terms shall be given the same meaning as stated in the Agreement.

1. AkitaBox agrees to be bound to the fees quoted in this Statement of Work until midnight in Customer’s time zone (based on Customer’s address set forth below) on the date indicated below (or if no date is indicated, then for a period of thirty (30) days after issuance of this document to Customer) (“Offer Expiration Date”). If AkitaBox has received this Statement of Work duly signed by Customer on or prior to the Offer Expiration Date, the fees below will be valid for the duration of the Initial Term and any applicable Renewal Term defined below in Section 3.

2. Customer hereby orders the Services, and additional fee based support offerings, if any, set forth in Section 3 and Section 4 and/or applicable supplemental Services below, if any, for Customer.

3. **Statement of Work Term and Renewal:** This Statement of Work shall be effective as of the last date set forth under the signatures of the Parties below (“Effective Date”) and continue for a period of one (1) year ending on the effective date (“Initial Term”). This Statement of Work shall be automatically renewed for successive periods of twelve (12) months duration on Renewal Date of each applicable renewal year (each a “Renewal Term”); unless (i) either Party notifies the other in writing, on or before sixty (60) days prior to the end of the existing Initial Term or any Renewal Term, of its intention not to renew this Statement of Work, or (ii) a new statement of work is entered into between the parties that specifically supersedes this Statement of Work. The terms and conditions of this Statement of Work apply to each Renewal Term and shall be the same as the terms and conditions in effect immediately prior to such renewal; provided, however, that any and all fees and Unit Prices set forth in Section 4 of this Statement of Work shall be subject to an annual increase. AkitaBox acknowledges and agrees that each such increase at the end of the Initial Term or any Renewal Term shall not exceed five percent (5%) of the fees and Unit Prices in effect immediately prior to such renewal.

4. **Fees and Description of Customer Services.**

RECURRING SUBSCRIPTIONS				
ITEM	DESCRIPTION	UNIT PRICE	QTY.	PRICE
Platform	The AkitaBox Platform provides access to the AkitaBox Software.  Key features of the AkitaBox software are: (i) Cloud-based SaaS (software as a service); (ii) Desktop, laptop, tablet, and mobile phone interfaces; (iii) Customizable space and asset management; (iv) Customizable room and asset data fields (v) QR Coding for asset and space tracking; (vi) Customizable user permissions; (vii) Unlimited users; (viii) Web SSO (Single Sign On) for customers with AkitaBox-supported identity providers meeting SAML 2.0 standards; (ix) Spreadsheet exporting of data for analysis; (x) Access data across multiple buildings; (xi) Photo and file tracking.	\$0.02 / square foot	1,605,116 square feet	\$32,102.32
Room and Asset Mapping Software	AkitaBox Room and Asset Mapping Software allows Customer to use floor plans to locationally track, visualize, filter, and access data and photos for rooms and assets. Features of the Room and Asset Mapping Software include: (i) Customizable icons and colors to indicate the location of rooms	Included in Platform		

	or assets; (ii) Robust filtering to locate and visualize desired rooms and assets; (iii) Access to customizable data fields and photos stored in each room or asset.	
Work Order Management, Preventative Maintenance, and Occupant Request Software	AkitaBox Work Order Management software streamlines facility operations with reactive and preventive work orders, preventive maintenance scheduling, and a service request portal. Features of the Work Order Management, Preventative Maintenance, and Occupant Request Software include: (i) View work order history for each room and asset; (ii) Schedule and prioritize upcoming reactive and preventive maintenance; (iii) Robust reporting to understand trends in team performance and maintenance activity; (iv) Customizable preventive maintenance scheduling; (v) Service Request Portal for building occupants to report issues or submit requests for work; (vi) Categorize and track work orders with customizable trades, types of issues being fixed, and types of maintenance being performed; (vii) Work order file and photo attachments; (viii) Multiple assignees for each work order.	Included in Platform
Initial, One-time Preventative Maintenance Setup	If Customer has existing preventative maintenance routines, details of those routines are provided to AkitaBox by the Customer in a format approved by AkitaBox. Alternatively, AkitaBox will provide a list of industry standard preventative maintenance routines for the AkitaBox standard assets collected in AkitaBox. Once the schedules are mutually approved between the Parties, AkitaBox will complete the initial, one-time setup of preventative maintenance in the AkitaBox software.	Included in Platform
Standard Software Education	AkitaBox provides up to three (3) hours of virtual conference room Train-the-Trainer style education for a single group.	Included in Platform
Customer Support	AkitaBox provides ongoing support via telephone, email, online ticketing system, and online Learning Center.	Included in Platform
<b>Recurring Subscription Subtotal</b>		<b>\$32,102.32</b>

NON-RECURRING (ONE TIME) FEES				
ITEM	DESCRIPTION	UNIT PRICE	QTY.	PRICE
One-time Onsite Data Collection and Mapping	AkitaBox will physically walk the facilities to (i) capture space data and create up-to-date basic architectural floor plans to implement in the AkitaBox software and (ii) collect data on maintainable facility assets. Rooms and major mechanical, electrical, plumbing, standard fire safety, and life safety assets will be locationally tracked in the AkitaBox Software. The list of collected assets, data fields, and standard naming conventions are found in Attachment 1 to this	\$0.015 / square foot	Up to 1,605,116 square feet	\$24,076.74

	Statement of Work. AkitaBox will collect the assets listed under Standard Collectable Assets on the Asset List. See Appendix A for Scope of Work.			
<b>One Time Payment</b>				<b>\$24,076.74</b>

<b>SUMMARY OF FEES</b>	
<b>Initial Term - Due upon signature</b>	\$32,102.32 + One Time Implementation <u>\$24,076.74</u> <b>\$56,179.06</b>
<b>Renewal Term - Due at the start of each Renewal Term</b>	<b>\$32,102.32</b>

5. Expenses. Except as otherwise agreed to herein, each Party will be responsible for any other expenses that it incurs related to the Agreement. Customer shall reimburse AkitaBox for all expenses incurred by AkitaBox in connection with this Statement of Work, such expenses will be limited to all reasonable travel expenses (boarding, lodging, air tickets, rental car, local transportation, parking, tolls, meals, and other reasonable travel expenses). Any such expenses must be documented and invoiced to Customer before being reimbursed. Customer will pay all undisputed expense amounts properly invoiced within thirty (30) days after the Customer receives the invoice from AkitaBox.

6. Invoicing and Payment Schedule. Upon execution of this Statement of Work by the Parties, Customer shall pay the total recurring software fees due to AkitaBox during the upcoming twelve (12) months period as calculated in accordance with the terms of this Statement of Work and the total Recurring Subscription Price as set forth above. AkitaBox shall invoice Customer for the recurring subscription fees prior to the start of each Renewal Term, which shall be payable by Customer within thirty (30) days of receipt of such invoice. Any amounts unpaid by Customer after thirty (30) days will be charged a late charge equal to two percent (2%) per month or the maximum rate allowed by law, whichever is lower. Use of software and services (e.g. Customer requested additional asset or space data collection, building renovations, remodeling, document scanning or construction activities, et al) that exceeds gross square feet or services as quoted in this proposal is subject to additional compensation to AkitaBox and will be invoiced at the agreed upon unit pricing. Use of software and services for implemented square footage that exceeds contracted square footage will be reconciled by AkitaBox and will be invoiced at the agreed upon unit pricing.

7. Scope of Work.

(a) Overview. The Parties agree that AkitaBox will provide the Services, and Customer will receive, utilize and provide Customer feedback to AkitaBox regarding the Services, in accordance with the terms of the Agreement.

(b) Data Input and/or Collection.

(i) Customer shall pay for all data input and/or collection performed by AkitaBox in accordance with Section 6 of this Statement of Work. Any additional data input and/or collection services requested by Customer shall be performed for additional fees as negotiated by the Parties.

(ii) See appendix referenced in Section 4 above for details regarding the data input and/or collection scope.

(c) Onboarding and Training.

(i) Training sessions are limited to Customer's Authorized Users. Any additional services requested by Customer are subject to additional fees.

(ii) AkitaBox Responsibilities.

1. AkitaBox will lead a virtual conference room user and workflow discovery session with the Customer to determine initial system setup requirements. One-time administrative user setup will be

completed by AkitaBox.

2. AkitaBox shall provide training services as outlined in Section 4 of this Statement of Work.
3. AkitaBox shall provide access to Customer's Authorized Users to the AkitaBox Learning Center.

(iii) Customer Responsibilities.

1. Customer shall make relevant personnel reasonably available for training sessions by AkitaBox.
2. Customer shall provide the necessary hardware for their Authorized Users to access the AkitaBox Software.
3. Customer will be responsible for completing ongoing user and permissions setup, as required by its Authorized Users.
4. Customer will be responsible for providing ongoing training for Customer's Authorized Users.

(d) Customer Support. AkitaBox provides customer support via phone, email, and online ticketing system. Support is available from 9am to 5pm CST Monday through Friday, excluding holidays. Holidays observed by AkitaBox can be found on the AkitaBox Learning Center.

(e) Customer Reference.

(i) To the extent Customer provides AkitaBox with success stories, written/audio/video testimonials, and case studies based on their experiences with the AkitaBox Software, AkitaBox may use those for marketing purposes, subject to Customer's reasonable objection.

(ii) With reasonable advance notice, Customer agrees to serve as a reference for prospects considering purchasing the AkitaBox Software for their facilities.

(iii) With reasonable advance notice, Customer agrees to appear at industry events and conferences to present on customer's experience with the AkitaBox Software.

IN WITNESS WHEREOF, each Party hereto has caused this Statement of Work to be executed and delivered by its duly authorized representative, effective as of the latest date set forth below.

**AkitaBox, Inc.**

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

Name: Patrick Farley

Title: Chief Operating Officer

Email: pfarley@akitabox.com

Date:

**Decatur Public Schools**

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

Name:

Title:

Email:

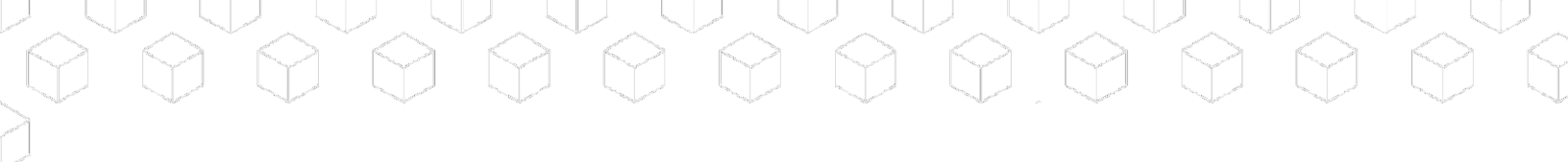
Date:

## **Appendix A**

### **Platform Onsite Data Collection & Mapping**

#### Scope of Work

1. Customer and AkitaBox shall mutually agree on a timeline for completion of onsite data collection.
2. AkitaBox Responsibilities.
  - (a) AkitaBox will walk the facilities to validate existing Customer floor plans for accuracy and capture the following data points based on current onsite conditions at the time of onsite data collection: (i) room configuration; (ii) room names and/or numbers; (iii) gross square footage; and (iv) primary flooring type by space. AkitaBox will use the as-seen conditions at the time of onsite data collection to input data into the AkitaBox Software for purposes of this Statement of Work.
  - (b) AkitaBox will create basic architectural floor plans in an Autodesk Revit (BIM) format as a basic space model with generic elements representing walls, columns, elevations and doors. This basic architectural floor plan will be imported into the AkitaBox Software as a digital plan with icons representing rooms. These room icons can be clicked to access data or add additional information. Data represented in the AkitaBox Software will include square footage and room names and/or numbers based on the architectural plans provided by the Customer and the AkitaBox onsite validation.
  - (c) AkitaBox will capture the following details of assets when it is accessible and legible if deemed in-scope based on Attachment 1: (i) Specific location on a basic space model; (ii) Asset name/naming convention; (iii) Category; (iv) Type; (v) Make/Model/Serial Number; and (vi) Photos. Category and Type determine the organizational structure within the AkitaBox software, which controls search/filter functionality and the pin icon that visually represents the asset.
  - (d) AkitaBox will print and place scannable AkitaBox QR Code stickers on assets defined in Attachment 1 so long as the asset is reasonably accessible by AkitaBox personnel without assistance.
  - (e) AkitaBox will only collect data for the facilities outlined in Attachment 2.
  - (f) AkitaBox will complete the onsite data collection within one hundred twenty (120) days of the execution of this Statement of Work by the Parties, unless otherwise mutually agreed upon.
  - (g) AkitaBox will complete data input into the AkitaBox Software within ninety (90) days of the completion of the final onsite data collection.
3. Customer Responsibilities.
  - (a) Customer will provide timely and accurate information, as requested by AkitaBox, in order to maintain timelines set forth in this Statement of Work.
  - (b) Customer will provide existing as-built architectural plans to AkitaBox in PDF, CAD or Revit format at least two (2) weeks prior to the first day of the AkitaBox onsite data collection. Accuracy of AkitaBox-provided basic space model(s) cannot be guaranteed if Customer-provided plans are not at-scale.
  - (c) Customer will obtain the necessary approvals to provide access to the facilities in Attachment 2 to allow AkitaBox to successfully complete the onsite data collection.
  - (d) Customer will secure all rights, permissions and consents for AkitaBox to use the plans, drawings, and/or other information Customer provides AkitaBox in accordance with the Agreement and to enter and perform the Services at the facilities in Attachment 2.
4. AkitaBox will only collect facility asset data on areas of the facilities AkitaBox has been granted access by Customer. AkitaBox will not collect assets in the ceiling or above ceiling tiles. AkitaBox will not collect data on assets in areas that are unsafe (e.g., without electricity/lighting, abandoned, infested, etc.), under construction or require hard hats, or have inclement weather conditions. AkitaBox will not be responsible for any loss or damages due to the actions of Customer.
5. Asset Category, Type, and Naming Convention are defined in Attachment 1. Any modifications to these definitions after execution of this Statement of Work fall outside of scope and will be subject to additional costs or modified timelines.



6. Customer shall notify AkitaBox within thirty (30) days of completion of the Data Collection and Mapping of any nonconformities to the scope defined above. AkitaBox shall use reasonable efforts to remediate any such nonconformities and redeliver such deliverables to Customer. Customer shall have another thirty (30) days to notify AkitaBox of any nonconformities. Client shall be deemed to have accepted deliverables with respect to Data Collection and Mapping if Customer has not notified AkitaBox of any nonconformities within a thirty (30) day time period after delivery or redelivery of that deliverable.



## Attachment 1

### Standard Platform Asset List

The table below outlines all assets that are collected and input in a standard AkitaBox implementation of the Platform solution. The category, type and naming convention represents exactly how that asset will be entered into the system. Requests for modifications of these categories, types or naming conventions may result in timeline extensions and/or additional costs.

<b>AkitaBox Category</b>	<b>AkitaBox Type</b>	<b>Asset Name</b>	<b>Naming Convention</b>	<b>QR Code Placed**</b>
Electrical	Automatic Transfer Switch	Automatic Transfer Switch	ATS-#	Yes
Electrical	Breaker Panel	Breaker Panel	BP-#, or Named Panel	Yes
Electrical	Generator	Generator	GEN-#	Yes
Electrical	Switchboard Panel	Main Switchboard Panel	MSP-#	Yes
Electrical	Motor Control Center	Motor Control Center	MCC-#	Yes
Electrical	Switchboard Panel	Switchboard Panel	SBP-#	Yes
Electrical	Switchgear	Switchgear	SWG-#	Yes
Electrical	Transformer	Transformer	TR-#	Yes
Electrical	Variable Frequency Drive	Variable Frequency Drive	VFD-#	Yes
Plumbing	Backflow Preventer	Backflow Preventer	BFP-#	Yes
Plumbing	Pump	Booster Pump	BOOP-#	Yes
Plumbing	Pump	Circulating Pump	CP-#	Yes
Plumbing	Pump	Domestic Water Pump	DWP-#	Yes
Plumbing	Drinking Fountain	Drinking Fountain	DF-#	Yes
Plumbing	Pump	Hot Water Pump	HWP-#	Yes
Plumbing	Pump	Sump Pump	SUMP-#	Yes
Plumbing	Water Filter	Water Filters	WF-#	Yes
Plumbing	Water Heater	Water Heater	WH-#	Yes
Plumbing	Water Softener	Water Softener	WS-#	Yes
Mechanical / HVAC	Air Compressor	Air Compressor***	ACP-#	Yes
Mechanical / HVAC	Air Conditioner	Air Conditioner/Single Package***	AC-#/DX-#	Yes
Mechanical / HVAC	Air Curtain	Air Curtain	ACUR-#	Yes
Mechanical / HVAC	Air Dryer	Air Dryer	AD-#	Yes
Mechanical / HVAC	Air Handling	Air Handling Unit	AHU-#	Yes
Mechanical / HVAC	Boiler	Boiler	B-#	Yes
Mechanical / HVAC	Pump	Boiler Feed Pump	FWP-#	Yes
Mechanical / HVAC	Terminal Unit	Cabinet Unit Heater	CUH-#	Yes
Mechanical / HVAC	Pump	Chemical Feed Pump	CFP-#	Yes
Mechanical / HVAC	Pump	Chilled Water Pump	CHP-#	Yes
Mechanical / HVAC	Chiller	Chiller	CH-#	Yes
Mechanical / HVAC	Air Conditioner	Computer Room Air Conditioner	CRAC-#	Yes
Mechanical / HVAC	Pump	(Steam) Condensate Pump	SCP-#	Yes
Mechanical / HVAC	Condensing Unit	Condensing Unit	CU-#	Yes

Mechanical / HVAC	Cooling Tower	Cooling Tower	CT-#	Yes
Mechanical / HVAC	Air Handling	Energy Recovery Ventilator	ERV-#	Yes
Mechanical / HVAC	Exhaust Fan	Exhaust Fan	EF-#	Yes
Mechanical / HVAC	Terminal Unit	Fan Coil Unit	FCU-#	Yes
Mechanical / HVAC	Hood	Fume Hood	FH-#	Yes
Mechanical / HVAC	Furnace	Furnace	FUR-#	Yes
Mechanical / HVAC	Pump	Gas Booster Pump	GBP-#	Yes
Mechanical / HVAC	Heat Pump	Geothermal Heat Pump	GTHP-#	Yes
Mechanical / HVAC	Heat Exchanger	Heat Exchanger	HEX-#	Yes
Mechanical / HVAC	Heat Pump	Heat Pump	HP-#	Yes
Mechanical / HVAC	Pump	Heating Water Distribution Pump	HWP-#	Yes
Mechanical / HVAC	Air Handling	Makeup Air Unit	MAU-#	Yes
Mechanical / HVAC	Condensing Unit	Packaged-Terminal Air Conditioner	PTAC-#	Yes
Mechanical / HVAC	Air Handling	Return Fan	RF-#	Yes
Mechanical / HVAC	Rooftop Unit	Rooftop Unit	RTU-#	Yes
Mechanical / HVAC	Air Handling	Supply Fan	SF-#	Yes
Mechanical / HVAC	Terminal Unit	Unit Heater	UH-#	Yes
Mechanical / HVAC	Terminal Unit	Univent	UV-#	Yes
Mechanical / HVAC	Furnace	Wood Burning Furnace	WFUR-#	Yes
Fire / Life Safety	AED	Automated External Defibrillator	AED-#	Yes
Fire / Life Safety	Emergency Shower Station	Emergency Shower Station*	ESS-#	Yes
Fire / Life Safety	Eye Wash Station	Eye Wash Station*	EWS-#	Yes
Fire / Life Safety	Eye Wash Shower Station	Eye Wash Shower Station*	ESH-#	Yes
Fire / Life Safety	Exit Sign	Exit Sign*	EX-#	No
Fire / Life Safety	Fire Alarm Annunciator Panel	Fire Alarm Annunciator Panel	FAAP-#	Yes
Fire / Life Safety	Fire Alarm Control Panel	Fire Alarm Control Panel	FACP-#	Yes
Fire / Life Safety	Fire Extinguisher	Fire Extinguisher*,***	FE-#	Yes
Fire / Life Safety	Pump	Fire Pump	FP-#	Yes
Fire / Life Safety	Pump	Jockey Pump	JP-#	Yes
Fire / Life Safety	Pull Station	Pull Station*	PS-#	No

\* AkitaBox will not capture photos, manufacturer, model, or serial number for these assets.

\*\* QR code placement only applies to onsite data collection completed by AkitaBox and is not applicable to offsite implementation.

\*\*\* Mobile assets (i.e, wheeled) will not be collected.

**Attachment 2**

Building List

The table below includes the facilities within the scope of this Statement of Work and an estimated gross square footage upon which pricing is based. Gross square footage shall follow BOMA International 2018 Gross Areas Standard Methods of Measurement.

Building Name	Address	Built Date	Estimated Gross Square Feet*
<b>Total Estimated Gross Square Feet*</b>			<b>1,605,116</b>

\* This estimate is based on good faith data provided from Customer regarding their facilities. Upon completion of implementation, square footage will be validated against the implemented square footage. Implemented square footage that exceeds contracted square footage will be reconciled by AkitaBox and will be invoiced at the agreed upon unit pricing.

