

DECATUR PUBLIC SCHOOL DISTRICT #61
BOARD OF EDUCATION
AGENDA

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

March 22, 2022
5:00 PM Open Session
Closed Session Immediately Following
6:30 PM Open Session Continuing

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

Strategic Plan Mission:

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

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

The Board of Education Parameters that Guide Our Work:

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

AI 1.0 CALL TO ORDER

CALL FOR EXECUTIVE SESSION

The Board of Education will meet in Closed Executive Session to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body, the purchase or lease of real property for use of the public body, 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 22, 2022

IO 4.0 DISTRICT HIGHLIGHTS

- 7 Mindsets (Social Emotional Learning) Partnership

IO 5.0 PUBLIC PARTICIPATION

- Identify oneself and be brief.
- Any public comments received will be read during this time.
- Comments should be limited to 3 minutes.

DI 6.0 STUDENT AMBASSADORS' REPORT

BOARD DISCUSSION

IO 7.0 REPORTS FROM ADMINISTRATION

- A. First Read: School Board Policies

AI 8.0 ROLL CALL ACTION ITEMS

- A. Resolution: Ratification of the Macon-Piatt Special Education District (MPSED) Re-classification of a Special Education Administrator that was previously Adopted by the MPSED Executive Board on March 17, 2022
- B. Personnel Action Items
- C. Employment of a District Athletic Coordinator
- D. Robertson Charter School – One (1) Year Retroactive Amendment for FY22
- E. Five (5) Year Pepsi Agreement
- F. Three (3) Year Agreement for Transportation Bid
- G. Lease Agreement between Decatur Public School District 61 and the Macon-Piatt Special Education District regarding the William Harris Campus
- H. E-Rate Purchase
- I. Bid: Materials for Door and Window Replacements at Pershing Early Learning Center
- J. Bid: Materials for Door and Window Replacements at South Shores Elementary School

AI 9.0 CONSENT ITEMS

- A. Minutes: Open/Closed Session Meetings March 08, 2022
- B. Financial Conditions Report
- C. Treasurer's Report
- D. Learning Partner Contract between Houghton Mifflin Harcourt and Franklin Grove Elementary
- E. Learning Partner Contract and Agreement between Northern Illinois University and South Shores Elementary
- F. Modifications to the Restorative Practices Contract: Pathways 2 Restorative Leadership
- G. MacBook Purchase

IO 10.0 IMPORTANT DATES

- March** 25 Report Card Distribution
- 29 DPS 61 March Madness Basketball Game
Keil "Raw" Apples versus American Dreamers STEM Academy Falcons
– Tuesday, March 29, 2022 at 5:00 PM at MacArthur High School
- 30 District-wide Half Day for ALL Students
– **NO HALF-DAY AFTERNOON PRE-K PROGRAMS**

- April** 15 Good Friday
– **NO School for Students and District Offices are Closed**
- 18 Observance of the Casimir Pulaski Holiday
– **NO School for Students and District Offices are Closed**

NEXT MEETING

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, April 12, 2022 at the Keil Administration Building.

AI 11.0 ADJOURNMENT



Board of Education Decatur Public School District #61

Date: March 22, 2022	Subject: Updates to School Board Policies – First Reading
Initiated By: Dr. Mike Curry, Chief Operational Officer	Attachments: Updated Policies <ul style="list-style-type: none"> • Section 04 – Operational Services • Section 05 – Personnel • Section 06 – Instruction • Section 07 – Students • Section 08 – Community Relations
Reviewed By: Dr. Rochelle Clark, Superintendent and Bobbi Williams Interim Superintendent	

BACKGROUND INFORMATION:

The Board Policy Committee regularly reviews Policies to make adjustments based on the Illinois Association School Boards PRESS recommendations, current practices, needed changes to practices, and updates to reflect changes associated with new laws. The policies are reviewed by the Board Policy Committee and the best corresponding administrator(s).

CURRENT CONSIDERATIONS:

The Policy Committee met on March 2, 2022 and has reviewed the following policies that have recommended changes from the November 2021 PRESS release. The below policies are being presented as a first reading. Text that is highlighted in yellow is District added language.

- 5:50 – *General Personnel – Drug-and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition*
- 5:90 – *General Personnel – Abused and Neglected Child Reporting*
- 5:100 – *General Personnel – Staff Development Program*
- 5:125 – *General Personnel – Personal Technology and Social Media; Usage and Conduct*
- 5:150 – *General Personnel – Personnel Records*
- 6:50 – *Instruction – School Wellness*
- 7:30 – *Students – Student Assignment and Intra-District Transfers*
- 7:250 – *Students – Student Support Services*
- 8:70 – *Community Relations – Accommodating Individuals with Disabilities*
- 4:110 – *Operational Services – Transportation*
- 4:165 – *Operational Services – Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors*
- 5:120 – *Employee Ethics; Conduct; and Conflict of Interest*
- 5:220 – *Professional Personnel – Substitute Teachers*

- 5:330 – *Educational Support Personnel – Sick Days, Vacation, Holidays and Leaves*
- 6:135 – *Instruction – Accelerated Placement Program*
- 6:240 – *Instruction – Field Trips*
- 7:160 – *Students – Student Appearance*
- 7:180 – *Students – Preventing Bullying, Intimidation, and Harassment*
- 7:290 – *Students – Suicide and Depression Awareness and Prevention*
- 7:315 – *Students – Restrictions on Publications; High Schools*

FINANCIAL CONSIDERATIONS:

N/A

STAFF RECOMMENDATION:

The updated policies are being presented for information only. The policies will be updated to reflect board guidance and brought back at the April 12th Board meeting for consideration of approval.

RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____

General Personnel

Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition

All District workplaces are drug- and alcohol-free workplaces.

All employees shall be prohibited from engaging in any of the following activities while on District premises or while performing work or being *on call* for the District:

1. Unlawful manufacture, dispensing, distribution, possession, use, or being under the influence of a controlled substance.
2. Distribution, consumption, use, possession, or being under the influence of an alcoholic beverage; being present on District premises or while performing work for the District when alcohol consumption is detectable, regardless of when and/or where the use occurred.
3. Distribution, consumption, possession use, or being impaired by or under the influence of cannabis; being present on District premises or while performing work for the District when impaired by or under the influence of cannabis, regardless of when and/or where the use occurred, unless distribution, possession, and/or use is by a school nurse or school administrator pursuant to *Ashley's Law*, 105 ILCS 5/22-33. The District considers employees impaired by or under the influence of cannabis when there is a good faith belief that an employee manifests the specific articulable symptoms while working that decrease or lessen the employee's performance of the duties or tasks of the employee's job position listed in the Cannabis Regulation and Tax Act (CRTA).

Upon the Superintendent or designee's reasonable suspicion of an employee's violation of any of the prohibited activities stated above, the Superintendent or designee may direct the employee to undergo a drug and/or alcohol test to corroborate or refute the alleged violation. State law protects the District from liability when it takes actions pursuant to a reasonable workplace drug policy, including but not limited to subjecting an employee or applicant to reasonable drug and alcohol testing, reasonable and nondiscriminatory random drug testing, discipline, termination of employment, or withdrawal of a job offer due to a failure of a drug test.

For purposes of this policy a controlled substance means a substance that is:

1. Not legally obtainable;
2. Being used in a manner different than prescribed;
3. Legally obtainable, but has not been legally obtained; or
4. Referenced in federal or State controlled substance acts.

For purposes of this policy, *District premises* means workplace as defined in the Cannabis Regulation and Tax Act (CRTA) in addition to District and school buildings, grounds, and parking areas; vehicles used for school purposes; and any location used for a School Board meeting, school athletic event, or other school-sponsored or school-sanctioned events or activities. *School grounds* means the real property comprising any school, any conveyance used to transport students to school or a school-related activity, and any public way within 1,000 feet of any school ground, designated school bus stops where students are waiting for the school bus, and school-sponsored or school-sanctioned events or activities. "Vehicles used for school purposes" means school buses or other school vehicles.

As a condition of employment, each employee shall:

1. Abide by the terms of ~~the~~this Board policy respecting a drug- and alcohol-free workplace; and
2. Notify his or her supervisor of his or her conviction under any criminal drug statute for a violation occurring on the District premises or while performing work for the District, no later than 5 calendar days after such a conviction.

Unless otherwise prohibited by this policy, prescription and over-the-counter medications are not prohibited when taken in standard dosages and/or according to prescriptions from the employee's licensed health care provider, provided that an employee's work performance is not impaired.

To make employees aware of the dangers of drug and alcohol abuse, the Superintendent or designee shall perform each of the following:

1. Provide each employee with a copy of the District Drug- and Alcohol-Free Workplace policy;
2. Post notice of the District Drug- and Alcohol-Free Workplace policy in a place where other information for employees is posted;
3. Make available materials from local, state, and national anti-drug and alcohol-abuse organizations;
4. Enlist the aid of community and state agencies with drug and alcohol informational and rehabilitation programs to provide information to District employees;
5. Establish a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. Available drug and alcohol counseling, rehabilitation, re-entry, and any employee assistance programs; and
 - c. The penalties that the District may impose upon employees for violations of this policy.
6. Remind employees that policy 6:60, *Curriculum Content*, requires the District to educate students, depending upon their grade, about drug and substance abuse prevention and relationships between drugs, alcohol, and violence.

E-Cigarette, Tobacco and Cannabis Prohibition

All employees are covered by the conduct prohibitions contained in policy 8:30, *Visitors to and Conduct on School Property*. The prohibition on the use of e-cigarettes, tobacco, and cannabis products, including electronic cigarettes, applies both (1) when an employee is on school property, and (2) while an employee is performing work for the District at a school event regardless of the event's location.

Tobacco ~~shall have~~has the meaning provided in 105 ILCS 5/10-20.5b.

Cannabis ~~shall have~~has the meaning provided in the CRTA, 410 ILCS 705/1-10.

E-Cigarette is short for electronic cigarette and includes, but is not limited to, any electronic nicotine delivery system (ENDS), electronic cigar, electronic cigarillo, electronic pipe, electronic

hookah, vape pen, or similar product or device, and any components or parts that can be used to build the product or device.

District Action Upon Violation of Policy

An employee who violates this policy may be subject to disciplinary action, including termination. In addition or alternatively, the School Board may require an employee to successfully complete an appropriate drug- or alcohol-abuse, employee-assistance rehabilitation program.

The Board of Education shall take disciplinary action with respect to an employee convicted of a drug offense in the workplace within 30 days after receiving notice of the conviction.

Should District employees be engaged in the performance of work under a federal contract or grant, or under a state contract or grant of \$5,000 or more, the Superintendent or designee shall notify the appropriate state or federal agency from which the District receives contract or grant monies of the employee's conviction within 10 days after receiving notice of the conviction.

Disclaimer

The Board reserves the right to interpret, revise or discontinue any provision of this policy pursuant to the **Suspension of Policies** subhead in policy 2:240, *Board Policy Development*.

LEGAL REF.: [42 U.S.C. §12114](#), Americans With Disabilities Act, ~~[42 U.S.C. §12114](#)~~,
[21 U.S.C. §812](#); [21 C.F.R. §1308.11-1308.15](#) Controlled Substances Act, ~~[21 U.S.C. §812](#); [21 C.F.R. §1308.11-1308.15](#)~~,
[41 U.S.C. §8101 et seq.](#), Drug-Free Workplace Act of 1988, ~~[41 U.S.C. §701 et seq.](#)~~,
[20 U.S.C. §7101 et seq.](#), Safe and Drug-Free School and Communities Act of 1994, ~~[20 U.S.C. §7101 et seq.](#)~~,
 30 ILCS 580/, Drug-Free Workplace Act.
 105 ILCS 5/-20.5b410 ILCS 82/, Smoke Free Illinois Act.
 410 ILCS 130/, Compassionate Use of Medical Cannabis Program Act.
 410 ILCS 705/1-1 et seq., Cannabis Regulation and Tax Act.
 720 ILCS 675, Prevention of Tobacco Use by Persons under 21 Years of Age and Sale and Distribution of Tobacco Products Act.
 820 ILCS 55/, Right to Privacy in the Workplace Act.
 21 C.F.R. Parts 1100, 1140, and 1143.
 23 Ill.Admin.Code § 22.20

CROSS REF: 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:120 (Employment Ethics; Conduct; and Conflict of Interest), 6:60 (Curriculum Content), 8:30 (Visitors to and Conduct on School Property)

ADOPTED: January 28, 1997

REVISED: March 14, 2000
 April 8, 2008
 March 13, 201
 October 28, 201

October 13, 2015
January 14, 2020

General Personnel

Abused and Neglected Child Reporting

Any District employee who suspects or receives knowledge that a student may be an abused or neglected child or, for a student aged 18 through 24~~2~~, an abused or neglected individual with a disability, shall: (1) immediately report or cause a report to be made to the Ill. Department of Children and Family Services (DCFS) on its Child Abuse Hotline 1-800-25-ABUSE (1-800-252-2873) (within Illinois); or 1-217-524-2606 (outside of Illinois); or 1-800-358-5117 (TTY), and (2) follow directions given by DCFS concerning filing a written report within 48 hours with the nearest DCFS field office. Any District employee who believes a student is in immediate danger of harm, shall first call 911. The employee shall also promptly notify the Superintendent, designee, or Building Principal that a report has been made. The Superintendent or Building Principal shall immediately coordinate any necessary notifications to the student's parent(s)/guardian(s) with DCFS, the applicable school resource officer (SRO), and/or local law enforcement. *Negligent failure to report* occurs when a District employee personally observes an instance of suspected child abuse or neglect and reasonably believes, in his or her profession or official capacity, that the instance constitutes an act of child abuse or neglect under the Abused and Neglected Child Reporting Act (ANCRA) and he or she, without willful intent, fails to immediately report or cause a report to be made of the suspected abuse or neglect to DCFS.

Any District employee who discovers child pornography on electronic and information technology equipment shall immediately report it to local law enforcement, the National Center for Missing and Exploited Children's CyberTipline 1-800-THELOST (1-800-843-5678) or online at www.report.cybertip.org or www.missingkids.org. The Superintendent, designee, or Building Principal shall also be promptly notified of the discovery and that a report has been made.

Any District employee who observes any act of hazing that does bodily harm to a student must report that act to the Building Principal, Superintendent, or designee who will investigate and take appropriate action. If the hazing results in death or great bodily harm, the employee must first make the report to law enforcement and then to the Superintendent, designee, or Building Principal. Hazing is defined as any intentional, knowing, or reckless act directed to or required of a student for the purpose of being initiated into, affiliating with, holding office in, or maintaining membership in any group, organization, club, or athletic team whose members are or include other students.

Abused and Neglected Child Reporting Act (ANCRA), School Code, and Erin's Law Training

The Superintendent or designee shall provide staff development opportunities for District employees in the detection, reporting, and prevention of child abuse and neglect.

All District employees shall:

1. Before beginning employment, sign the *Acknowledgement of Mandated Reporter Status* form provided by DCFS. The Superintendent or designee shall ensure that the signed forms are retained.
2. Complete mandated reporter training as required by law within three months of initial employment and at least every three years after that date.

~~2.3. Complete an annual evidence-informed training related to child sexual abuse, grooming behaviors, and boundary violations as required by law and policy 5:100, *Staff Development Program*. The Superintendent or designee will encourage all District educators to complete continuing professional development that addresses the traits and identifiers that may be evident in students who are victims of child sexual abuse, including recognizing and reporting child sexual abuse and providing appropriate follow-up and care for abused students as they return to the classroom setting.~~

Alleged Incidents of Sexual Abuse; Investigations

An *alleged incident of sexual abuse* is an incident of sexual abuse of a child, as defined in 720 ILCS 5/11-9.1A, that is alleged to have been perpetrated by school personnel, including a school vendor or volunteer, that occurred: on school grounds during a school activity; or outside of school grounds or not during a school activity.

If a District employee reports an alleged incident of sexual abuse to DCFS and DCFS accepts the report for investigation, DCFS will refer the matter to the local Children's Advocacy Center (CAC). The Superintendent or designee will implement procedures to coordinate with the CAC. DCFS and/or the appropriate law enforcement agency will inform the District when its investigation is complete or has been suspended, as well as the outcome of its investigation. The existence of a DCFS and/or law enforcement investigation will not preclude the District from conducting its own parallel investigation into the alleged incident of sexual abuse in accordance with policy 7:20, *Harassment of Students Prohibited*.

Special Superintendent Responsibilities

The Superintendent or designee shall execute the requirements in Board policy 5:150, *Personnel Records*, whenever another school district requests a reference concerning an applicant who is or was a District employee and was the subject of a report made by a District employee to DCFS.

~~The Superintendent or designee shall notify the State Superintendent and the Regional Superintendent in writing w~~When the Superintendent he or she has reasonable cause to believe that a license holder committed an intentional act of abuse or neglect with the result of making a child an abused child or a neglected child under ANCRA, and that act resulted in the license holder's dismissal or resignation from the District, he or she shall notify the State Superintendent and the Regional Superintendent in writing, providing the Ill. Educator Identification Number as well as a brief description of the misconduct alleged~~was dismissed or resigned from the District as a result of an act that made a child an abused or neglected child.~~ The Superintendent or designee must make the report within 30 days of the dismissal or resignation and mail a copy of the notification to the license holder.

Special School Board Member Responsibilities

Each individual Board member must, if an allegation is raised to the member during an open or closed Board meeting that a student is an abused child as defined in ANCRA, direct or cause the Board to direct the Superintendent or other equivalent school administrator to comply with ANCRA's requirements concerning the reporting of child abuse.

If the Board determines that any District employee, other than an employee licensed under 105 ILCS 5/21B, has willfully or negligently failed to report an instance of suspected child abuse or neglect as required by ANCRA, the Board may dismiss that employee immediately.

When the Board learns that a licensed teacher was convicted of any felony, it must promptly report it to the State agencies listed in policy 2:20, Powers and Duties of the School Board; Indemnification.

LEGAL REF.: 20 U.S.C. §7926, Elementary and Secondary Education Act.
105 ILCS 5/10-21.9, 5/10-23.13, and 5/21B-85.
20 ILCS 1305/1-1 et seq., Department of Human Services Act.
325 ILCS 5/, Abused and Neglected Child Reporting Act.
720 ILCS 5/12C-50.1, Criminal Code of 2012.

CROSS REF.: 2:20 (Powers and Duties of the School Board; Indemnification), 3:40 (Superintendent), 3:50 (Administrative Personnel Other Than the Superintendent), 3:60 (Administrative Responsibility of the Building Principal), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors) 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:100 (Staff Development Program), 5:120 (Ethics and Conduct), 5:150 (Personnel Records), 5:200 (Terms and Conditions of Employment and Dismissal); 5:290 (Employment Termination~~s~~ and Suspensions), 6:120 (Education of Children with Disabilities), 6:250 (Community Resource Persons and Volunteers), 7:20 (Harassment of Students Prohibited), 7:150 (Agency and Policy Interviews)

ADOPTED: January 28, 1997

REVISED: March 14, 2006
April 8, 2008
March 13, 2012
October 28, 2014
January 12, 2016
January 9, 2018
January 14, 2020

General Personnel

Staff Development Program

The Superintendent or designee shall implement a staff development program. The goal of such program shall be to update and improve the skills and knowledge of staff members in order to achieve and maintain a high level of job performance and satisfaction. Additionally, the development program for certificated staff members shall be designed to effectuate the District and School Improvement Plan(s) so that student learning objectives meet or exceed goals established by the District and State.

The staff development program shall include the Abused and Neglected Child Reporting Act (ANCRA), School Code, and awareness and prevention of child sexual abuse and grooming behaviors (Erin's Law) training as follows (see policies 4:165, Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors, and 5:90, Abused and Neglected Child Reporting):

1. Staff development for local school site personnel who work with students in grades kindergarten through 8, in the detection, reporting, and prevention of child abuse and neglect.
2. Within three months of employment, each staff member must complete mandated reporter training from a provider or agency with expertise in recognizing and reporting child abuse. Mandated reporter training must be completed again at least every three years.
3. By January 31, 2023, and every year after, all school personnel must complete evidence-informed training on preventing, reporting, and responding to child sexual abuse, grooming behaviors, and boundary violations.

The staff development program shall provide, at a minimum, at least once every 2 years, the in-service training of certificated school personnel and administrators shall include training on current best practices regarding the identification and treatment of attention deficit disorder and attention deficit hyperactivity disorder, the application of non-aversive behavioral interventions in the school environment, and the use of psychotropic or psychostimulant medication for school-age children.

The staff development program shall provide, at a minimum, once every 2 years, the in-service training of licensed school personnel and administrators on current best practices regarding the identification and treatment of attention deficit disorder and attention deficit hyperactivity disorder, the application of non-aversive behavioral interventions in the school environment, and the use of psychotropic or psychostimulant medication for school-age children.

The staff development program shall provide, at a minimum, once every two years, the in-service training of all District staff on educator ethics, teacher-student conduct, and school employee-student conduct.

The Superintendent shall develop protocols for administering youth suicide awareness and prevention education to staff consistent with Board Policy 7:290, *Suicide and Depression Awareness and Prevention*.

LEGAL REF.: 20 U.S.C. §1681 et seq., Title IX of the Educational Amendments of 1972;

34 C.F.R. Part 106.

42 U.S.C. §1758b, Pub. L. 111-296, Healthy, Hunger-Free Kids Act of 2010; 7 C.F.R. Parts 210 and 235.

105 ILCS 5/2-3.62, 5/10-20.17a, 5/10-20.61 , 5/10-22.6(c-5), 5/10-22.39, 5/10-23.12, [5/10-23.13](#) 5/22-80(h) and 5/24-5.

105 ILCS 25/1.15, Interscholastic Athletic Organization Act.

105 ILCS 150/25, Seizure Smart School Act.

105 ILCS 110/3, Critical Health Problems and Comprehension Health Education Act.

325 ILCS 5/4, Abused and Neglected Child Reporting Act.

745 ILCS 49/, Good Samaritan Act.

775 ILCS 5/2-109, Ill. Human Rights Act.

23 Ill.Admin.Code §§ 22.20, 226.800, and Part 525.

77 Ill.Admin.Code § 527.800

CROSS REF.:

2:265 (Title IX Sexual Harassment Grievance Procedure), 3:40 (Superintendent), 3:50 (Administrative Personnel Other Than the Superintendent), 4:160 (Environmental Quality of Buildings and Grounds), [4:165 \(Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors\)](#), 5:20 (Workplace Harassment Prohibited), 5:90 (General Personnel - Abused and Neglected Child Reporting), 5:120 (Ethics and Conduct), 5:250 (Leaves of Absence), 6:15 (School Accountability), 6:20 (School Year Calendar and Day), 6:160 (English Language Learners), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:270 (Administering Medicines to Students), 7:285 (Food Allergy Management Program), 7:290 (Suicide Awareness and Prevention Program), 7:305 (Student Athlete Concussions and Head Injuries)

ADMIN PROC.:

2:265-AP1 (Title IX Sexual Harassment Response), 2:265-AP2 (Formal Title IX Sexual Harassment Complaint Grievance Process), 4:160-AP (Environmental Quality of Buildings and Grounds), 4:170-AP6 (Plan for Responding to a Medical Emergency at an ~~Indoor~~ Physical Fitness Facility [with an AED](#)), 5:100-AP (Staff Development Program), [5:120-AP2 \(Employee Conduct Standards\)](#), 5:150-AP (Personnel Records), 7:250-AP1 (Measures to Control the Spread of Head Lice at School)

ADOPTED: June 10, 1997

REVISED: November 23, 1999
April 8, 2008
March 13, 2012
October 28, 2014
January 12, 2016
January 10, 2017
January 8, 2019
December 10, 2019
September 22, 2020

General Personnel

Personal Technology and Social Media; Usage and Conduct

Definitions

Includes - Means “includes without limitation” or “includes, but is not limited to.”

Social media - Media for social interaction, using highly accessible communication techniques through the use of web-based and mobile technologies to turn communication into interactive dialogue. This includes *Facebook, LinkedIn, Twitter, Instagram, SnapChat, and YouTube*.

Personal technology - Any device that is not owned or leased by the District or otherwise authorized for District use and: (1) transmits sounds, images, text, messages, videos, or electronic information, (2) electronically records, plays, or stores information, or (3) accesses the Internet, or private communication or information networks. This includes laptop computers (e.g., laptops, ultrabooks, and chromebooks), tablets (e.g., iPads®, Kindle®, Microsoft Surface®, and other Android® platform or Windows® devices), smartphones (e.g., iPhone®, BlackBerry®, Android® platform phones, and Windows Phone®), and other devices (e.g., iPod®).

Usage and Conduct

All District employees who use personal technology and social media shall:

1. Adhere to the high standards for Professional and Appropriate Conduct ~~appropriate school relationships~~ required by policy 5:120, *Ethics and Conduct* at all times, regardless of the ever-changing social media and personal technology platforms available. This includes District employees posting images or private information about themselves or others in a manner readily accessible to students and other employees that is inappropriate as defined by policy 5:20, *Workplace Harassment Prohibited*; 5:100, *Staff Development Program*, 5:120, *Ethics and Conduct*; 6:235, *Access to Electronic Networks*; 7:20, *Harassment of Students Prohibited*; and the Ill. Code of Educator Ethics, 23 Ill.Admin.Code §22.20.
2. Choose a District-provided or supported method whenever possible to communicate with students and their parents/guardians.
3. Not interfere with or disrupt the educational or working environment, or the delivery of education or educational support services.
4. Inform their immediate supervisor if a student initiates inappropriate contact with them via any form of personal technology or social media.
- ~~3.5.~~ Report instances of suspected abuse or neglect discovered through the use of social media or personal technology pursuant to a school employee’s obligations under policy 5:90, *Abused and Neglected Child Reporting*.
- ~~4.6.~~ Not disclose student record information, including student work, photographs of students, names of students, or any other personally identifiable information about the students, in compliance ~~Comply~~ with policy 5:130, *Responsibilities Concerning Internal Information*. ~~This means that personal technology and social media may not be used to share, publish, or transmit information about or images of students and/or District employees without proper approval.~~ For District employees, proper approval may include implied consent under the circumstances.

- ~~5.7.~~ Refrain from using the District's logos without permission and follow Board policy 5:170, *Copyright*, and all District copyright compliance procedures.
- ~~6.8.~~ Use personal technology and social media for personal purposes only during non-work times or hours. Any duty-free use must occur during times and places that the use will not interfere with job duties or otherwise be disruptive to the school environment or its operation.
- ~~7.9.~~ Assume all risks associated with the use of personal technology and social media at school or school-sponsored activities, including students' viewing of inappropriate Internet materials through the District employee's personal technology or social media. The Board expressly disclaims any responsibility for imposing content filters, blocking lists, or monitoring of its employees' personal technology and social media.
- ~~8.10.~~ Be subject to remedial and any other appropriate disciplinary action for violations of this policy ranging from prohibiting the employee from possessing or using any personal technology or social media at school to dismissal and/or indemnification of the District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District relating to, or arising out of, any violation of this policy.

The Superintendent shall:

1. Inform District employees about this policy during the in-service on educator ethics, teacher-student conduct, and school employee-student conduct required by Board policy 5:120, *Employee Ethics; Conduct; and Conflict of Interest*.
2. Direct Building Principals to annually:
 - a. Provide their building staff with a copy of this policy.
 - b. Inform their building staff about the importance of maintaining high standards in their school relationships.
 - c. Remind their building staff that those who violate this policy will be subject to remedial and any other appropriate disciplinary action up to and including dismissal.
3. Build awareness of this policy with students, parents, and the community.
4. Ensure that ~~no one for~~neither the District, nor anyone on its behalf, ~~commits requests of~~ an act prohibited by the Right to Privacy in the Workplace Act, 820 ILCS 55/10; i.e., the Facebook Password Law ~~employee or applicant access in any manner to his or her social networking website or requests passwords to such sites.~~
5. Periodically review this policy and any procedures with District employee representatives and electronic network system administrator(s) and present proposed changes to the Board.

LEGAL REF.: 105 ILCS 5/21B-75 and 5/21B-80.
~~Ill. Human Rights Act~~, 775 ILCS 5/5A-102, Ill. Human Rights Act.
820 ILCS 55/10, Right to Privacy in the Workplace Act.
~~Code of Ethics for Ill. Educators~~, 23 Ill.Admin.Code §22.20, Code of Ethics for Ill. Educators.
Garcetti v. Ceballos, 547 U.S. 410 (2006).
Pickering v. High School Dist. 205, 391 U.S. 563 (1968).
Mayer v. Monroe County Community School Corp., 474 F.3d 477 (7th Cir. 2007).

CROSS REF.: 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 5:130 (Responsibilities Concerning Internal Information), 5:150 (Personnel Records), 5:170 (Copyright), 5:200 (Terms and Conditions of Employment and Dismissal), 6:235 (Access to Electronic Networks), 7:20 (Harassment of Students Prohibited), 7:340 (Student Records)

ADOPTED: April 14, 2015

REVISED: January 10, 2017
December 10, 2019

General Personnel

Personnel Records

Maintenance and Access to Records

The Superintendent or designee shall manage the maintenance of personnel records in accordance with State and federal law and School Board policy. Records, as determined by the Superintendent or designee, are retained for all employment applicants, employees, and former employees given the need for the District to document employment-related decisions, evaluate program and staff effectiveness, and comply with government recordkeeping and reporting requirements. Personnel records shall be maintained in the District's administrative office, under the Superintendent or designee's direct supervision.

Access to personnel records is available as follows:

1. An employee will be given access to his or her personnel records according to State law and guidelines developed by the Superintendent or designee.
2. An employee's supervisor or other management employee who has an employment or business-related reason to inspect the record is authorized to have access.
3. Anyone having the respective employee's written consent may have access.
4. Access will be granted to anyone authorized by State or federal law to have access.
5. All other requests for access to personnel information are governed by Board policy 2:250, Access to District Public Records.

Prospective Employer Inquiries Concerning a Current or Former Employee's Job Performance

The Superintendent or designee shall manage a process for responding to inquiries by a prospective employer concerning a current or former employee's job performance. The Superintendent shall:

1. ~~or designee shall~~Execute the requirements in the Abused and Neglected Child Reporting Act whenever another school district asks for a reference concerning an applicant who is or was a District employee and was the subject of a report made by a District employee to Ill. Dept of Children and Family Services (DCFS); and.
2. Comply with the federal law prohibiting the District from providing a recommendation of employment for an employee, contractor, or agent that District knows, or has probable cause to believe, has engaged in sexual misconduct with a student or minor in violation of the law, but the Superintendent or designee may follow routine procedures regarding the transmission of administrative or personnel files for that employee.

When requested for information about an employee by an entity other than a prospective employer, the District will only confirm position and employment dates unless the employee has submitted a written request to the Superintendent or designee.

LEGAL REF.: [20 U.S.C. §7926.](#)
325 ILCS 5/4, Abused and Neglected Child Reporting Act,
745 ILCS 46/10, Employment Record Disclosure Act.
820 ILCS 40/, Personnel Record Review Act.
23 Ill.Admin.Code §1.660.

CROSS REF.: 2:250 (Access to District's Public Records), [5:90 \(Abused and Neglected Child Reporting\)](#), 7:340 (Student Records)

ADOPTED: June 10, 1997

REVISED: April 8, 2008
March 13, 2012
October 28, 2014
April 14, 2020

Instruction

School Wellness

Student wellness, including good nutrition and physical activity, shall be promoted in the District's educational program, school activities, and meal programs. This policy shall be interpreted consistently with Section 204 of the Child Nutrition and WIC Reauthorization Act of 2004 and the Healthy Hunger-Free Kids Act of 2010 (HHFKA).

The Superintendent or designee will ensure:

1. Each school building compiles with this policy;
2. The policy is available to the community on an annual basis through copies of or online access to the Board Policy Manual; and
3. The community is informed about the progress of this policy's implementation.

Goals for Nutrition Education and Nutrition Promotion

The goals for addressing nutrition education and nutrition promotion include the following:

- Schools will support and promote sound nutrition for students.
- Schools will foster the positive relationship between sound nutrition, physical activity, and the capacity of students to develop and learn.
- Nutrition education will be part of the District's comprehensive health education curriculum. See School Board policy 6:60, *Curriculum Content*.

Goals for Physical Activity

The goals for addressing physical activity include the following:

- Schools will support and promote an active lifestyle for students.
- Physical education will be taught in all grades and shall include a developmentally planned and sequential curriculum that fosters the development of movement skills, enhances health-related fitness, increases students' knowledge, offers direct opportunities to learn how to work cooperatively in a group setting, and encourages healthy habits and attitudes for a healthy lifestyle. See ~~Board policy~~ 6:60, *Curriculum Content* and ~~Board policy~~ 7:260, *Exemption from Physical Education*.
- During the school day, all students will be required to engage in physical education at a minimum three (3) times per week in a five (5) day week, unless otherwise exempt. See ~~Board policy~~ 6:60, *Curriculum Content* and ~~Board policy~~ 7:260, *Exemption from Physical Education*.
- The curriculum will be consistent with and incorporate relevant *Illinois Learning Standards for Physical Development and Health* as established by the ~~Illinois~~ State Board of Education (ISBE).

Nutrition Guidelines for Foods Available During the School Day

Students will be offered and schools will promote nutritious food and beverage choices during the school day that are consistent with Board policy 4:120, *Food Services* (requiring compliance with the nutrition standards specified in the U.S. Dept. of Agriculture's (USDA) *Smart Snack* rules). In addition, in order to promote student health and reduce childhood obesity, the Superintendent or designee shall:

1. Restrict the sale of *competitive foods*, as defined by the USDA, in the food service

- areas during the meal periods;
2. Comply with all ISBE rules; and
 3. Prohibit marketing during the school day of foods and beverages that do not meet the standards listed in Board policy 4:120, *Food Services*, i.e., in-school marketing of food and beverage items must meet *competitive foods* standards.

Competitive foods standards do not apply to foods and beverages available, but not sold in school during the school day; e.g., brown bag lunches, food for classroom parties, school celebrations, and reward incentives.

Exempted Fundraising Day (EFD) Requests

All food and beverages sold to students on the school campuses of participating schools during the school day must comply with the “general nutrition standards for competitive foods” specified in federal law.

ISBE rules prohibit EFDs for grades 8 and below in participating schools.

The Superintendent or designee in a participating school may grant an EFD for grades 9 through 12 in participating schools. To request an EFD and learn more about the District’s related procedure(s), contact the Superintendent or designee. The District’s procedures are subject to change. The number of EFDs for grades 9 through 12 in participating schools is set by ISBE rule.

Guidelines for Reimbursable School Meals

Reimbursable school meals served shall meet, at a minimum, the nutrition requirements and regulations for the National School Lunch Program and/or School Breakfast Program.

Unused Food Sharing Plan

In collaboration with the District’s local health department, the Superintendent or designee will:

1. Develop and support a food sharing plan (Plan) for unused food that is focused on needy students.
2. Implement the Plan throughout the District.
3. Ensure the Plan complies with the Richard B. Russell National School Lunch Act, as well as accompanying guidance from the U.S. Department of Agriculture on the Food Donation Program.
4. Ensure that any leftover food items are properly donated to combat potential food insecurity in the District’s community. Properly means in accordance with all federal regulations and State and local health and sanitation codes.

Monitoring

At least every three years, the Superintendent or designee shall provide implementation data and/or reports to the Board concerning this policy’s implementation sufficient to allow the Board to monitor and adjust the policy (a triennial report). This triennial report must include without limitation each of the following:

- An assessment of the District’s implementation of the policy
- The extent to which schools in the District are in compliance with the policy
- The extent to which the policy compares to model local school wellness policies
- A description of the progress made in attaining the goals of the policy

- How the District will make the results of the assessment available to the public
- Where the District will retain records of the assessment

The Board will monitor and adjust the policy pursuant to policy 2:240, *Board Policy Development*.

Community Involvement

The Superintendent or designee will actively invite suggestions and comments concerning the development, implementation, periodic reviews, and updates of the school wellness policy from parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the community. Community involvement methods shall align their suggestions and comments to policy 2:140, *Communications To and From the Board* and/or the *Community Engagement* subhead in policy 8:10, *Connection with the Community*.

Recordkeeping

The Superintendent or designee shall retain records to document compliance with this policy, the District's records retention protocols, and the Local Records Act.

LEGAL REF.: ~~Child Nutrition and WIC Reauthorization Act of 2004~~, Pub. L. 108-265, Sec. 204, Child Nutrition and WIC Reauthorization Act of 2004.
~~Child Nutrition Act of 1966~~, 42 U.S.C. §1771 et seq., Child Nutrition Act of 1966.
~~National School Lunch Act~~, 42 U.S.C. §1751 et seq., National School Lunch Act.
~~Healthy, Hunger-Free Kids Act of 2010~~, 42 U.S.C. §1758b, Pub. L. 111-296, Healthy, Hunger-Free Kids Act of 2010.
 42 U.S.C. §1779, as implemented by 7 C.F.R. §210.11. and 210.31.
~~Local Records Act~~, 50 ILCS 205/ Local Records Act.
 105 ILCS 5/2-3.139.
 23.Ill.Admin.Code Part 305, Food Program.
 ISBE's "School Wellness Policy" Goal, adopted Oct. 2007.

CROSS REF.: 2:140 (Communications To and From the Board), 2:150 (Committees), 2:240 (Board Policy Development), 4:120 (Food Services), 5:100 (Staff Development Program), 6:60 (Curriculum Content), 7:260 (Exemption from Physical Education), 8:10 (Connection with the Community)

ADOPTED: June 13, 2006

REVISED: January 8, 2013
 January 27, 2015
 January 12, 2016
 January 10, 2017
 March 27, 2018
 September 24, 2019

Students

Student Assignment and Intra-District Transfers

Attendance Areas

The School District is divided into school attendance areas. The Superintendent or designee will:

1. ~~Review the boundary lines annually and recommend to the School Board any changes or revisions for existing units; or~~
2. ~~Create new units using a lens that considers preventing segregation and the elimination of separating students in the District's schools because of color, race, or nationality, to the Board of Education.~~

The Superintendent or designee shall maintain a map of the District showing current school attendance areas. All records pertaining to the creation, alteration, or revision of attendance units are open to the public. Homeless children shall be assigned according to Board policy 6:140, *Education of Homeless Children*.

The magnet schools (e.g., American Dreamer STEM Academy, Montessori Academy for Peace and Johns Hill) incorporate the entire district as the attendance boundary and are assigned by a lottery process.

Pod Concept

~~The primary purpose of the pod concept is to maximize building utilization as well as teacher allotment and to regulate the distribution of elementary students. The current school boundaries will remain in effect. Beginning with the 2020-21 school year, the following Pod grouping shall apply:~~

Grouping by Pod

~~It is the responsibility of the Director of Student Services to implement the Pod concept and to establish the grouping of students into school buildings within each Pod. The aim of grouping is to place each student in an optimum learning environment. Students shall initially be placed in his or her home attendance school. Once the class size has been directly exceeded which requires a full-time assistant, the Director of Student Services shall utilize the pod concept and establish the grouping of students into schools using the below Pod chart:~~

~~The following elementary schools are grouped geographically to form pods:~~

~~Pod #1 — Parsons and Stevenson~~

~~Pod #2 — Baum and Muffley~~

~~Pod #3 — Dennis (Mosaic and Kaleidoscope) and South Shores~~

~~Pod #4 — Franklin and Oak Grove~~

~~The Superintendent or designee shall maintain a list of students placed in a Pod. This list shall include the home attendance school and grade level of students. If a space becomes available over the course of the year in the student's home attendance school, the space shall be afforded to the students reassigned by Pod on a first placed on list order.~~

Other Building Assignments

~~If the Pod limits the District's ability to place a student within the guidelines, the Student Services and Transportation departments shall jointly find an efficient solution making use of schools whose boundaries are adjacent to the home attendance center.~~

High Mobility Area (Stabilization Plan)

The High Mobility Area is defined as Garfield Avenue on the north, 22nd Street on the East, Illinois Highway 48 on the west, and the Decatur Lake on the South. In order to provide Stabilization to the kindergarten through grade eight students as well as their respective schools, students residing in this High Mobility Area and move within the High Mobility Area over the course of the school year shall remain in their respective school of origin for the remainder of the school year. Respective students that fulfill the minimum requirements for transportation will be afforded transportation at no charge. Students outside of the above parameters are highly encouraged to remain in their school of origin.

Transfers Within the District

A student's parent(s)/guardian(s) may request a transfer for their child to a District school other than the one assigned. A request should be directed to the Superintendent or designee, who, at his or her sole discretion, may grant the request when the parent(s)/guardian(s) demonstrate that the student could be better accommodated at another school, provided space is available. If a request is granted, the parent/guardian shall be responsible for transportation. The provisions in this section have no applicability to transfers pursuant to the Unsafe School Choice Option covered in Board policy 4:170, *Safety*.

Appeals Process

~~Students reassigned due to changing boundaries, who desire to remain in his or her previous attendance center, shall be afforded an opportunity to appeal his or her assignment. The appeal committee shall include representation from the Student Services and Transportation departments. Information about the appeals process can be found in the Parent Handbook.~~

Class Assignments

The Superintendent or designee shall assign students to classes.

LEGAL REF.: 105 ILCS, 5/10-21.3, 5/10-21.3a and 5/10-22.5.

CROSS REF.: 4:170 (Safety), 6:30 (Organization of Instruction), 6:140 (Education of Homeless

ADOPTED: April 22, 1997

REVISED: November 12, 2003
August 12, 2008
August 7, 2012
May 28, 2013
May 27, 2014

March 24, 2015
December 13, 2016
April 28, 2020
June 9, 2020

Students

Student Support Services

The following student support services may be provided by the School District:

1. Health services supervised by a qualified school nurse. The Superintendent or designee may implement procedures to further a healthy school environment and prevent or reduce the spread of disease.
2. Educational and psychological testing services and the services of a school psychologist as needed. In all cases, written permission to administer a psychological examination must be obtained from a student's parent(s)/guardian(s). The results will be given to the parent(s)/guardian(s), with interpretation, as well as to the appropriate professional staff.
3. The services of a school social worker. A student's parent(s)/guardian(s) must consent to regular or continuing services from a social worker.
4. Guidance and counseling services.
5. A liaison to facilitate the enrollment and transfer of records of students in the legal custody of the Illinois Department of Children and Family Services when enrolling in or changing schools.

The Superintendent or designee shall develop protocols for responding to students with social, emotional, or mental health needs that impact learning ability. The District, however, assumes no liability for preventing, identifying, or treating such needs.

Erin's Law Counseling Options, Assistance, and Intervention

The Superintendent or designee will ensure that each school building's Student Support Committee identifies counseling options for students who are affected by sexual abuse, along with District and community-based options and victims of sexual abuse to obtain assistance and intervention. Community-based options must include a Children's Advocacy Center with sexual assault crisis center(s) that serve the District, if any.

This policy shall be implemented in a manner consistent with State and federal laws, including the Individuals with Disabilities Education Act, 42 U.S.C. §12101 et seq.

LEGAL REF: 105 ILCS 5/10-23.13(b) and 5/21B-25(G).
 405 ILCS 49/, Children's Mental Health Act of 2003.
 740 ILCS 110/, Mental Health and Developmental Disabilities
 Confidentiality Act.
 ~~105 ILCS 5/10-20.58.~~

CROSS REF: 6:65 (Student Social and Emotional Development), 6:270 (Guidance and
 Counseling Program), 7:100 (Health, Eye, and Dental Examinations;
 Immunizations; and Exclusion of Students), 7:280 (Communicable and
 Chronic Infectious Diseases), 7:340 (Student Records)

ADOPTED: July 8, 1997

REVISED: November 12, 2003
 November 8, 2005
 January 8, 2013
 January 27, 2015
 January 10, 2017
 January 8, 2019

Community Relations

Accommodating Individuals with Disabilities

Individuals with disabilities shall be provided an opportunity to participate in all school-sponsored services, programs, or activities and will not be subject to illegal discrimination. When appropriate, the District may provide to persons with disabilities aids, benefits, or services that are separate or different from, but as effective as, those provided to others.

The District will provide auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity.

Each service, program, website, or activity operated in existing facilities shall be readily accessible to, and useable by, individuals with disabilities. New construction and alterations to facilities existing before January 26, 1992, will be accessible when viewed in their entirety.

The Superintendent or designee is designated the Title II Coordinator and shall:

1. Oversee the District's compliance efforts, recommend necessary modifications to the School Board, and maintain the District's final Title II self-evaluation document, update it to the extent necessary, and keep it available for public inspection for at least 3 years after its completion date.
2. Institute plans to make information regarding Title II's protection available to any interested party.

Individuals with disabilities should notify the Superintendent, Superintendent's designee, or Building Principal if they have a disability that will require special assistance or services and, if so, what services are required. This notification should occur as far in advance as possible of the school-sponsored function, program, or meeting.

Individuals with disabilities may allege a violation of this policy or federal law by reporting it to the Superintendent, Superintendent's designee, or designated Title II Coordinator, or by filing a grievance under the Uniform Grievance Procedure.

LEGAL REF.: Americans with Disabilities Act, 42 U.S.C. §§12101 et seq. and 12131 et seq.;
28 C.F.R. Part 35.
Rehabilitation Act of 1973 §104, 29 U.S.C. §794 (2006).
105 ILCS 5/10-20.51.
410 ILCS 25/, Environmental Barriers Act.
71 Ill.Admin.Code Part 400, Illinois Accessibility Code.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 4:150 (Facility Management and ~~Expansion~~Building Programs)

ADOPTED: April 22, 1997

REVISED: November 22, 2005
October 28, 2014
January 10, 2017
September 26, 2017

Operational Services

Transportation

The District shall provide free transportation for any student in the District who resides: (1) at a distance of one and one-half miles or more from his or her assigned school, unless the School Board has certified to the Illinois State Board of Education that adequate public transportation is available (e.g. high schools), or (2) if adequate public transportation is not available, within one and one-half miles from his or her assigned school where walking to or from school or to or from a pick-up point or bus stop would constitute a serious safety hazard due to either (a) vehicular traffic or rail crossing as determined by the Illinois Department of Transportation (IDOT) or (b) a course or pattern of criminal activity, as defined in the Ill. Streetgang Terrorism Omnibus Prevention Act, 740 ILCS 147/. A student's parent or guardian may file a petition with the Board of Education requesting transportation due to the existence of a serious safety hazard. Free transportation service and vehicle adaptation is provided for a student with special needs if included in the student's individualized educational program or 504 plan. Non-public school students shall be transported in accordance with State law. Homeless students shall be transported in accordance with Section 45/1-15 of the Education for Homeless Children Act. Foster care students shall be transported in accordance with Section 6312(c) (5) (B) of the Elementary and Secondary Education Act.

If a student is at a location within the District, other than his or her residence, for child care purposes at the time for transportation to and/or from school, that location may be considered for purposes of determining the one and one-half miles from the school attended. Students attending a Board approved after school program, convened in a District school, will be provided transportation. Only kindergarten through 6th grade students can be approved for use of a daycare provider's address other than his or her residence. The daycare address MUST be in the same attendance area as the student's home residence. Unless the Superintendent or designee establishes new routes, pick-up and drop-off locations for students in day care must be along the District's regular routes. The District will not discriminate among types of locations where day care is provided, which may include the premises of licensed providers, relatives' homes, or neighbors' homes.

Kindergarten through eighth grade students who live in the high mobility area (see policy 7:30) and over the course of the school year move within the high mobility area shall be provided free transportation to their school of origin if the transportation qualifies for reimbursements. High school students residing more than one and one-half miles from school and using public transportation shall be issued a free bus pass for public transit if the student is eligible for free lunch as determined by the United States Department of Agriculture (USDA) application.

Students living less than one and one-half miles from their attendance center may be transported as a paid-rider for a fee established annually, based on the prior year's cost, provided there is space on the existing bus and provided rerouting the bus is not necessary.

Transportation for students in the non-grant funded PreK programs shall be afforded transportation under the following circumstances. For PreK students that qualify under the USDA guidelines for a free or reduced lunch shall be provided transportation at no charge. For PreK students who do not qualify under the USDA guidelines for a free or reduced lunch, the

student shall be afforded transportation, when space is available, and at a rate annually calculated by administration based on the prior year transportation cost. Half day PreK students must ride with a sibling and transportation is only provided one way transportation, depending if they are in an AM or PM class. If a student is at a location within the District, other than his or her residence, for child care purposes at the time for transportation to and/or from school, that location may be considered for purposes of determining the 1½ miles from the school attended. Unless the Superintendent or designee establishes new routes, pick-up and drop-off locations for students in day care must be along the District's regular routes. The District will not discriminate among types of locations where day care is provided, which may include the premises of licensed providers, relatives' homes, or neighbors' homes.

Bus schedules and routes shall be determined by the Superintendent or designee and shall be altered only with the Superintendent or designee's approval and direction. In setting the routes, the pick-up and discharge points should be as safe for students as possible.

No school employee may transport students in school or private vehicles unless authorized by the administration.

Every vehicle regularly used for the transportation of students must pass safety inspections in accordance with State law and Ill.inois Department of Transportation regulations. The strobe light on a school bus may be illuminated only when the bus is actually being used as a school bus and (1) is stopping or stopped for loading or discharging students on a highway outside an urban area, or (2) is bearing one or more students. The Superintendent or designee shall implement procedures in accordance with State law for accepting comment calls about school bus driving.

All contracts for charter bus services must contain the clause prescribed by State law regarding criminal background checks for bus drivers.

Pre-Trip and Post-Trip Vehicle Inspection

The Superintendent or designee shall develop and implement a pre-trip and post-trip inspection procedure to ensure that the school bus driver: (1) tests the two-way radio or cellular radio telecommunication device and ensures that it is functioning properly before the bus is operated, and (2) walks to the rear of the bus before leaving the bus at the end of each route, work shift, and work day, to check the bus for children or other passengers in the bus.

LEGAL REF.: 20 U.S.C, §6312(c)(5)(B)Elementary and Secondary Education Act
42 U.S.C §11432 et seq., McKinney-Vento Homeless Assistance Act
105 ILCS 5/10-22.22 and 5/29-1 et seq.
105 ILCS 45/1-15 and /1-17.
625 ILCS 5/1-148.3a-5, 5/1-182, 5/11-1414.1, 5/12-813.1, 5/12-815,
5/12-816, 5/12-821, and 5/13-109.
23 Ill.Admin.Code §§1.510 and 226.750; Part 120.
92 Ill.Admin.Code Part 440.

CROSS REF.: 4:170 (Safety), 5:100 (Staff Development), 5:120 (Ethics and Conduct), 5:280
(~~Educational Support Personnel~~—Duties and Qualifications), 6:140
(Education of Homeless Children), 6:170 (Title I Programs), 7:220 (Bus
Conduct)

ADMIN. PROC.: 4:110-AP2 (Bus Driver Communication Devices; Pre-Trip and Post-Trip
Inspection; Bus Driving Comments), 4:110-AP3 (School Bus Safety Rules),
4:110-E3 (Emergency Medical Information for Students Having Special
Needs or Medical Conditions Who Ride School Buses), 6:140-AP (Education
of Homeless Children)

ADOPTED: May 27, 1997

REVISED: May 27, 2008
May 22, 2012
August 26, 2014
March 24, 2015
January 10, 2017 (effective July 1, 2017)
July 10, 2018
April 23, 2019
June 9, 2020

Operational Services

Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors

Child sexual abuse and grooming behaviors harm students, their parents/guardians, the District's environment, its school communities, and the community at large, while diminishing a student's ability to learn. The Board has a responsibility and obligation to increase awareness and knowledge of: (1) issues regarding child sexual abuse, (2) likely warning signs that a child may be a victim of sexual abuse, (3) grooming behaviors related to child sexual abuse and grooming, (4) how to report child sexual abuse, (5) appropriate relationships between District employees and students based upon State law, and (6) how to prevent child sexual abuse.

To address the Board's obligation to increase awareness and knowledge of these issues, prevent sexual abuse of children, and define prohibited grooming behaviors, the Superintendent or designee shall implement an Awareness and Prevention of Sexual Abuse and Grooming Behaviors Program.

The program will:

1. Educate Students with:
 - a. An age-appropriate and evidence-informed health and safety education curriculum that includes methods for how to report child sexual abuse and grooming behaviors to authorities, through policy 6:60, *Curriculum Content*;
 - b. Information in policy 7:250, *Student Support Services*, about: (i) District counseling options, assistance, and intervention for students who are victims of or affected by sexual abuse, and (ii) community-based Children's Advocacy Centers and sexual assault crisis centers and how to access those serving the District.
2. Train District employees about sexual abuse and grooming behaviors by January 31 of each school year with materials that include:
 - a. A definition of prohibited grooming behaviors and boundary violations pursuant to policy 5:120, *Employee Ethics; Conduct; and Conflict of Interest*;
 - b. Evidence-informed content on preventing, recognizing, reporting, and responding to child sexual abuse, grooming behaviors, and boundary violations pursuant to policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Sexual Harassment Grievance Procedure*; 5:90, *Abused and Neglected Child Reporting*; 5:100, *Staff Development Program*; and 5:120, *Employee Ethics; Conduct; and Conflict of Interest*; and
 - c. How to report child sexual abuse, grooming behaviors, and/or boundary violations pursuant to policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Sexual Harassment Grievance Procedure*; and 5:90, *Abused and Neglected Child Reporting*.
3. Provide information to parents/guardians in student handbooks about the warning signs of child sexual abuse, grooming behaviors, and boundary violations with evidence-informed educational information that also includes:
 - a. Assistance, referral, or resource information, including how to recognize grooming behaviors, appropriate relationships between District employees and students based upon policy 5:120, *Employee Ethics; Conduct; and Conflict of Interest*, and how to prevent child sexual abuse from happening;

- b. Methods for how to report child sexual abuse, grooming behaviors, and/or boundary violations to authorities; and
 - c. Available counseling and resources for children who are affected by sexual abuse, including both emotional and educational support for students affected by sexual abuse, so that the student can continue to succeed in school pursuant to policy 7:250, *Student Support Services*.
4. Provide parents/guardians of students in any of grades K through 8 with not less than five days' written notice before commencing any class or course providing instruction in recognizing and avoiding sexual abuse, as well as the opportunity to object in writing.

LEGAL REF: 105 ILCS 5/10-23.13, 5/27-9.1a, and 5/27-13.2
105 ILCS 110/3, Critical Health Problems and Comprehensive Health Education Act.
325 ILCS 5/, Abused and Neglected Child Reporting Act.
720 ILCS 5/11-25, Criminal Code of 2012.

CROSS REF: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:90 (Abused and Neglected Child Reporting), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 6:60 (Curriculum Content), 7:20 (Harassment of Students Prohibited), 7:250 (Student Support Services)

General Personnel

Employee Ethics; Conduct; and Conflict of Interest

Professional and Appropriate Conduct

All District employees are expected to maintain high standards in their school relationships, to demonstrate integrity and honesty, to be considerate and cooperative, and to maintain professional relationships with students, parents, staff members, and others. In addition, the *Code of Ethics for Illinois Educators*, adopted by the Illinois State Board of Education, is incorporated by reference into this policy. Any employee who sexually harasses a student, willfully or negligently fails to report an instance of suspected child abuse or neglect as required by the Abused and Neglected Child Reporting Act (325 ILCS 5/), engages in grooming as defined in 720 ILCS 5/11-25, engages in grooming behaviors, violates boundaries for appropriate school employee-student conduct, or otherwise violates an employee conduct standard will be subject to discipline up to and including dismissal.

The Superintendent or designee shall identify appropriate employee conduct standards and provide them to all District employees. Standards related to school employee-student conduct shall at a minimum:

1. Incorporate the prohibitions noted in paragraph 1 of this policy;
2. Define prohibited grooming behaviors to include, at a minimum, sexual misconduct. Sexual misconduct is (i) any act, including but not limited to, any verbal, nonverbal, written, or electronic communication or physical activity, (ii) by an employee with direct contact with a student, (iii) that is directed toward or with a student to establish a romantic or sexual relationship with the student. Examples include, but are not limited to:
 - a. A sexual or romantic invitation
 - b. Dating or soliciting a date
 - c. Engaging in sexualized or romantic dialog
 - d. Making sexually suggestive comments that are directed toward or with a student
 - e. Self-disclosure or physical exposure of a sexual, romantic, or erotic nature
 - f. A sexual, indecent, romantic, or erotic contact with the student
3. Identify expectations for employees to maintain professional relationships with students, including expectations for employee-student boundaries based upon students' ages, grade levels, and developmental levels. Such expectations shall establish guidelines for specific areas, including but not limited to:
 - a. Transporting a student
 - b. Taking or possessing a photo or video of a student
 - c. Meeting with a student or contacting a student outside the employee's professional role
4. Reference employee reporting requirements of the Abused and Neglected Child Reporting Act (325 ILCS 5/), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), and the Elementary and Secondary Education Act (20 U.S.C. § 7926);
5. Outline how employees can report prohibited behaviors and/or boundary violations pursuant to Board policies 2:260, Uniform Grievance Procedure; 2:265, Title IX Sexual Harassment Grievance Procedure; and 5:90, Abused and Neglected Child Reporting; and

4.6. Reference required employee training related to educator ethics, child abuse, grooming behaviors, and boundary violations as required by law and policies 2:265, Title IX Sexual Harassment Grievance Procedure; 4:165, Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors; 5:90, Abused and Neglected Child Reporting; and 5:100, Staff Development Program.

Statement of Economic Interests

The following employees must file a "Statement of Economic Interests" as required by the Illinois Governmental Ethics Act:

1. Superintendent or designee
2. Building Principal
3. Head of any department
4. Any employee who, as the District's agent, is responsible for negotiating one or more contracts including collective bargaining agreement(s), in the amount of \$1,000 or greater
5. Hearing officer
6. Any employee having supervisory authority for 20 or more employees; and
7. Any employee in a position that requires an administrative or a chief school business official endorsement

Ethics and Gift Ban

Board Policy 2:105, Ethics and Gift Ban, applies to all District employees. Students shall not be used in any manner for promoting a political candidate or issue.

Prohibited Interests; Conflict of Interest; and Limitation of Authority

In accordance with Section 22-5 of the School Code, "no school officer or teacher shall be interested in District, or in the sale, proceeds, or profits of any book, apparatus, or furniture used or to be used in any school with which such officer or teacher may be connected" except when the employee is the author or developer of instructional materials listed with the Illinois State Board of Education and adopted for use by the School Board. An employee having an interest in instructional materials must file an annual statement with the Board Secretary.

For the purpose of acquiring profit or personal gain, no employee shall act as an agent of the District nor shall an employee act as an agent of any business in any transaction with the District. This includes participation in the selection, award or administration of a contract supported by a federal award or State award governed by the Grant Accountability and Transparency Act (GATA) (30 ILCS 708/) when the employee has a real or apparent conflict of interest. A conflict of interest arises when an employee or any of the following individuals has a financial or other interest in the entity selected for the contract:

1. Any person that has a close personal relationship with an employee that may compromise or impair the employee's fairness and impartiality, including a member of the employee's immediate family or household;
2. An employee's business partner; or
3. An entity that employs or is about to employ the employee or one of the individuals listed in one or two above.

Employees shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to agreements or contracts. Situations in which the interest is not substantial or the gift is an unsolicited item of nominal value must comply with State law and Board policy 2:105, *Ethics and Gift Ban*.

Guidance Counselor Gift Ban

Guidance counselors are prohibited from intentionally soliciting or accepting any gift from a prohibited source or any gift that would be in violation of any federal or State statute or rule. For guidance counselors, a prohibited source is any person who is (1) employed by an institution of higher education, or (2) an agent or spouse of or an immediate family member living with a person employed by an institution of higher education. This prohibition does not apply to:

1. Opportunities, benefits, and services available on the same conditions as for the general public.
2. Anything for which the guidance counselor pays market value.
3. A gift from a relative.
4. Anything provided by an individual on the basis of a personal friendship, unless the guidance counselor believes that it was provided due to the official position or employment of the guidance counselor and not due to the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the guidance counselor must consider the circumstances in which the gift was offered, including any of the following:
 - a. The history of the relationship between the individual giving the gift and the guidance counselor, including any previous exchange of gifts between those individuals.
 - b. Whether, to the actual knowledge of the guidance counselor, the individual who gave the gift also, at the same time, gave the same or a similar gift to other school district employees.
5. Bequests, inheritances, or other transfers at death.
6. Any item(s) during any calendar year having a cumulative total value of less than \$100.
7. Promotional materials, including, but not limited to, pens, pencils, banners, posters, and pennants.

A guidance counselor does not violate this prohibition if he or she promptly returns the gift to the prohibited source or donates the gift or an amount equal to its value to a tax exempt charity.

Outside Employment

Employees shall not engage in any other employment or in any private business during regular working hours and such other times as are necessary to fulfill appropriate assigned duties.

LEGAL REF.: U.S. Constitution, First Amendment.
 2 C.F.R. §200.318(c)(1)
 5 ILCS 420/4A-101, Ill. Governmental Ethics Act
 5 ILCS 430/, State Officials and Employee Ethics Act.
 50 ILCS 135/, Local Governmental Employees Political Rights Act.
 105 ILCS 5/10-22.39, 5/10-23.13, and 5/22-5, and 5/22-90 (final citation pending).
 325 ILCS 5/, Abused and Neglected Child Reporting Act.

775 ILCS 5/5A-102, Ill. Human Rights Act.
23 Ill.Admin.Code Part 22, Code of Ethics for Ill.~~inois~~ Educators.
Pickering v. Board of Township H.S. Dist. 205, 391 U.S. 563 (1968).
Garcetti v. Ceballos, 547 U.S. 410 (2006).

CROSS REF: 2:105 (Ethics and Gift Ban), 2:265 (Title IX Sexual Harassment Grievance Procedure), 4:60 (Purchases and Contracts), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:90 (Abused and Neglected Child Reporting), 5:100 (Staff Development Program), 5:125 (Personal Technology and Social Media; Usage and Conduct), 7:20 (Harassment of Students Prohibited)

ADOPTED: February 11, 1997

REVISED: April 8, 2008
October 28, 2014
August 11, 2015
May 23, 2017
January 14, 2020

Professional Personnel

Substitute Teachers

The Superintendent may employ substitute teachers as necessary to replace teachers who are temporarily absent.

A substitute teacher must hold either a valid teaching or substitute license or short-term substitute license and may teach in the place of a licensed teacher who is under contract with the Board. There is no limit on the number of days that a substitute teacher may teach in the District during the school year-except as follows:

1. A substitute teacher holding a substitute license may teach only for any one licensed teacher under contract with the District only for a period not to exceed 90 paid school days in any one school term.
2. A teacher holding a Professional Educator License or Educator License with Stipulations may teach for any one licensed teacher under contract with the District only for a period not to exceed 120 paid school days.
3. A short-term substitute teacher holding a short-term substitute teaching license may teach for any one licensed teacher under contract with the District only for a period not to exceed five consecutive school days.

The Illinois Teachers' Retirement System (TRS) limits a substitute teacher who is a TRS annuitant to substitute teaching for a period not to exceed 120 paid days or 600 paid hours in each school year, but not more than 100 paid days in the same classroom. Beginning July 1, 2023, a substitute teacher who is a TRS annuitant may substitute teach for a period not to exceed 100 paid days or 500 paid hours in any school year, unless the subject area is one where the Regional Superintendent has certified that a personnel shortage exists.

The School Board establishes a daily rate of pay for substitute teachers. Substitute teachers receive only monetary compensation for time worked and no other benefits.

Short Term Substitute Teachers

A short-term substitute teacher must hold a valid short-term substitute teaching license and have completed the District's short-term substitute teacher training program. Short-term substitutes may teach no more than five consecutive school days for each licensed teacher who is under contract with the Board.

Emergency Situations

A substitute teacher may teach when no licensed teacher is under contract with the Board if the District has an emergency situation as defined in State law. During an emergency situation, a substitute teacher is limited to 30 calendar days of employment per each vacant position. The Superintendent shall notify the appropriate Regional Office of Education within five business days after the employment of a substitute teacher in an emergency situation.

LEGAL REF.: 105 ILCS 5/10-20.68, 5/21B-20(2), 5/21B-20(3), and 5/21B-20(4).
23 Ill.Admin.Code §1.790 (Substitute Teacher) and §25.520 (Substitute
Teaching License).

CROSS REF.: 5:30 (Hiring Process and Criteria)

ADOPTED: June 10, 1997

REVISED: March 23, 1999
March 14, 2006
March 13, 2012
May 13, 2014
March 24, 2015
July 10, 2018
January 8, 2019
December 10, 2019
September 22, 2020

Educational Support Personnel

Sick Days, Vacation, Holidays, and Leaves

Each of the provisions in this policy applies to all educational support personnel to the extent that it does not conflict with an applicable collective bargaining agreement, the administrative and administrative support handbook, or individual employment contract or benefit plan; in the event of a conflict, such provision is severable and the applicable bargaining agreement or individual agreement will control.

Sick and Bereavement Leave

Full or part-time educational support personnel who work at least 600 hours per year receive 10 paid sick leave days per year. Part-time employees will receive leave pay equivalent to their regular workday. Unused sick leave shall accumulate to a maximum of 180 days, including the leave of the current year.

Sick leave is defined in State law as personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, ~~or~~ placement for adoption, or the acceptance of a child in need of foster care. The Superintendent and/or designee shall monitor the use of sick leave.

As a condition for paying sick leave after three days absence for personal illness ~~or 30 days for birth~~ or as the Board, Superintendent, or designee deem necessary in other cases, the Board, Superintendent or designee may require that the staff member provide a certificate from: (1) a physician licensed in Illinois to practice medicine and surgery in all its branches, (2) a chiropractic physician licensed under the Medical Practice Act, (3) a licensed advanced practice registered nurse, (4) a licensed physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or (5) if the treatment is by prayer or spiritual means, a spiritual adviser or practitioner of the employee's faith. If the Board, Superintendent, or designee requires a certificate during a leave of less than 3 days for personal illness, the District shall pay the expenses incurred by the employee.

Employees are entitled to use up to 30 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Such days may be used at any time within the 12-month period following the birth of the child. Intervening periods of nonworking days or school not being in session, such as breaks and holidays, do not count towards the 30 working school days. As a condition of paying sick leave beyond the 30 working school days, the Board or the Superintendent may require medical certification.

The use of paid sick leave ~~for~~ for purposes of adoption or placement for adoption, or acceptance of a child in need of foster care, paid sick leave may be used for reasons related to the formal adoption or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, and for taking custody of the child or accepting the child in need to foster care. Such leave is limited to 30 days unless a longer leave is provided in an applicable collective bargaining agreement, and need to be used consecutively once the formal adoption or foster care process is underway. The Board or Superintendent or designee may require that the employee provide evidence that the formal adoption or foster care process is underway.

Vacation

Twelve-month employees shall be eligible for paid vacation days according to the following schedule:

<u>Length of Employment</u>		<u>Monthly Accumulation</u>	<u>Maximum Vacation Leave Earned Per Year</u>
<u>From:</u>	<u>To:</u>		
Beginning of year 2	End of year 5	0.83 Days	10 Days per year
Beginning of year 6	End of year 15	1.25 Days	15 Days per year
Beginning of year 16	End of year	1.67 Days	20 Days per year

Part-time employees who work at least half-time are entitled to vacation days on the same basis as full-time employees, but the pay will be based on the employee's average number of part-time hours per week during the last vacation accrual year. The Superintendent or designee will determine the procedure for requesting vacation.

Vacation days earned in one fiscal year must be used by the end of the following fiscal year; they do not accumulate. Employees resigning or whose employment is terminated are entitled to the monetary equivalent of all earned vacation.

Holidays

Unless the District has a waiver or modification of the School Code pursuant to Section 2-3.25g or 24-2(b) allowing the District to schedule school on a legal school holiday listed below, District employees will not be required to work on:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Indigenous Peoples' Day (i.e. Columbus Day)
Abraham Lincoln's Birthday	Veterans Day
Casimir Pulaski's Birthday	2022 20 Election Day
Spring Break Day (e.g. Friday before Easter)*	Thanksgiving Day
Memorial Day	Day after Thanksgiving*
Juneteenth <u>National Freedom Day</u> *	Christmas Eve Day*
Independence Day	Christmas Day

Those holidays noted with an asterisk are afforded beyond the School Code. To be eligible for holiday pay, the holiday must occur during the respective employee's work year and the employee must be in pay status the day before and the day after the holiday. A holiday will not cause a deduction from an employee's time or compensation. The District may require educational support personnel to work on a school holiday during an emergency or for the continued operation and maintenance of facilities or property.

Personal Leave

Full-time educational support personnel have one paid personal leave day per year. The use of a personal day is subject to the following conditions:

1. Except in cases of emergency or unavoidable situations, a personal leave request should be submitted to the Building Principal three days before the requested date.

2. No personal leave day may be used immediately before or immediately after a holiday, or during the first and/or last five (5) days of the school year, unless the Superintendent or designee grants prior approval.
3. Personal leave may not be used in increments of less than one-half day.
4. Personal leave is subject to any necessary replacement's availability.
5. Personal leave may not be used on an in-service training day and/or institute training days.
6. Personal leave may not be used when the employee's absence would create an undue hardship.

Leave to Serve as a Trustee of the Ill.inois Municipal Retirement Fund

Upon request, the Board will grant 20 days of paid leave absence per year to a trustee of the Ill. Municipal Retirement Fund in accordance with 105 ILCS 5/24-6.3.

Other Leaves

Educational support personnel receive the following leaves on the same terms and conditions granted professional personnel in Board policy 5:250, *Leaves of Absence*:

1. Leaves for ~~s~~Service in the Military ~~and General Assembly~~.
2. Leave for Service in the General Assembly.
- ~~2-3~~. School Visitation Leave.
- ~~3-4~~. Leaves for Victims of Domestic Violence, Sexual Violence, ~~or Gender Violence~~, or Other Crime Violence.
- ~~4-5~~. Child Bereavement Leave.
- ~~5-6~~. Leave to serve as an election judge.

LEGAL REF: 105 ILCS 5/10-20.7b, 5/24-2, and 5/24-6.

330 ILCS 61/, Service Member Employment and Reemployment Rights Act.

820 ILCS 147, School Visitation Rights Act.

820 ILCS 154/, Child Bereavement Leave Act.

820 ILCS 180/, Victims' Economic Security and Safety Act.

School Dist. 151 v. ISBE, 507 N.E.2d 134 (Ill.App.1, 1987); Elder v. School Dist. No. 127 ½, 208 N.E.2d 423 (Ill.App.1, 1965).

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:185 (Family and Medical Leave), 5:250 (Leaves of Absence)

ADOPTED: June 10, 1997

REVISED: March 23, 2004
 March 13, 2012
 May 13, 2014
 October 28, 2014
 March 24, 2015
 April 14, 2015
 August 11, 2015
 January 10, 2017
 January 9, 2018

April 23, 2019
January 14, 2020
September 22, 2020

Instruction

Accelerated Placement Program

The District provides an Accelerated Placement Program (APP). The APP advances the District's goal of providing educational programs with opportunities for each student to develop to his or her maximum potential. The APP provides an educational setting with curriculum options usually reserved for students who are older or in higher grades than the student participating in the APP. APP options include, but may not be limited to: (a) accelerating a student in a single subject; (b) other grade-level acceleration; and (c) early entrance to kindergarten or first grade. Participation in the APP is open to all students who demonstrate high ability and who may benefit from accelerated placement. It is not limited to students who have been identified as gifted and talented. Eligibility to participate in the District's APP shall not be conditioned upon the protected classifications identified in School Board policy 7:10, *Equal Educational Opportunities*, or any factor other than the student's identification as an accelerated learner.

The Superintendent or designee shall implement an APP that includes:

1. Decision-making processes that are fair, equitable, and involve multiple individuals, e.g. District administrators, teachers, and school support personnel, and a student's parent(s)/guardian(s);
2. Notification processes that notify a student's parent(s)/guardian(s) of a decision affecting a student's participation in the APP; ~~and~~
3. ~~Assessment processes that include multiple valid, reliable indicators; and-~~
3.4. By the fall of 2023, the automatic enrollment, in the following school term, of a student into the next most rigorous level of advanced coursework offered by the high school if the student meets or exceeds State standards in English language arts, mathematics, or science on a State assessment administered under 105 ILCS 5/2-3.64a-5, as follows:
 - a. A student who meets or exceeds State standards in English language arts shall be automatically enrolled into the next most rigorous level of advanced coursework in English, social studies, humanities, or related subjects.
 - b. A student who meets or exceeds State standards in mathematics shall be automatically enrolled into the next most rigorous level of advanced coursework in mathematics.
 - ~~a.c.~~ A student who meets or exceeds State standards in science shall be automatically enrolled into the next most rigorous level of advanced coursework in science.

The Superintendent or designee shall annually notify the community, parent(s)/guardian(s), students, and school personnel about the APP, the process for referring a student for possible evaluation for accelerated placement, and the methods used to determine whether a student is eligible for accelerated placement, including strategies to reach groups of students and families who have been historically underrepresented in accelerated placement programs and advanced coursework. Notification may: (a) include varied communication methods, such as student handbooks (e.g. Student Code of Conduct) and District or school websites; and (b) be provided in multiple languages, as appropriate.

LEGAL REF.: 105 ILCS 5/14A.
23 Ill.Admin.Code Part 227, Gifted Education

CROSS REF.: 6:10 (Educational Philosophy and Objectives), 6:130 (Program for the Gifted),
7:10 (Equal Educational Opportunities), 7:50 (School Admissions and Student
Transfers To and From Non-District Schools)

ADOPTED: July 10, 2018

REVISED: April 14, 2020

Instruction

Field Trips

Field trips are permissible when the experiences are a part of the school curriculum and/or contribute to the District's educational objectives.

All field trips requiring transportation must have prior approval of the Transportation Department. Field trips beyond a 200-mile radius of the school or extending overnight must have the Superintendent or designee's prior approval. The Superintendent or designee shall analyze the following factors to determine whether to approve a field trip: educational value, student safety, parent concerns, heightened security alerts, and liability concerns. On all field trips, a bus fee set by the Superintendent or designee may be charged to help defray the transportation costs.

Parents/guardians of students: (1) shall be given the opportunity to consent to their child's participation in any field trip, and (2) are responsible for all entrance fees, food, lodging, or other costs, except that the District will pay such costs for students who qualify for a fee waiver under Board policy 4:140, *Waiver of Student Fees*. All non-participating students shall be provided an alternative experience. Any field trip may be cancelled without notice due to an unforeseen event or condition.

Privately arranged trips, including those led by District staff members, shall not be represented as or construed to be sponsored by the District or **attending** school. The District does not provide liability protection for privately arranged trips and is not responsible for any damages arising from, **them or after the event and/or travels to and from the event. This includes but is not limited to: injuries sustained during the field trip, any deposit fees, travel reimbursements, mileage reimbursement, baggage fees, tips, accommodations or lack thereof, meals, trip insurance, medical insurance, lost and/or stolen items, flight cancellations, or delay in trip.**

LEGAL REF.: 105 ILCS 5/29-3.1

CROSS REF.: 4:140 (Waiver of Student Fees), 6:10 (Educational Philosophy and Objectives), 7:270 (Administering Medicines to Students)

Updated February, 2008

Revised: April 23, 2013
February 24, 2015
July 10, 2018

Students

Student Appearance

A student's appearance, including dress and hygienegrooming, must not disrupt the educational process, ~~interfere with the maintenance of a positive teaching/learning climate,~~ or compromise ~~reasonable~~ standards of health, and safety, and ~~decency~~. The District does not prohibit hairstyles historically associated with race, ethnicity, or hair texture, including, but not limited to, protective hairstyles such as braids, locks, and twists. Students who disrupt the educational process or compromise standards of health and safety must modify their appearance. Procedures for guiding student appearance, handling students who dress or groom inappropriately will be developed by the Superintendent or designee and included in the Student Handbook(s).

School Uniforms

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

Funding

Any student eligible for free lunches, or for a waiver of student fees, is eligible for financial assistance toward the purchase of school uniforms. The Superintendent or designee shall develop a process for informing parents/guardians of the availability of financial assistance and a method to process financial requests, as long as funds are available.

The funding source for providing uniforms may include one or more of the following (as long as funds are available):

1. Donations, gifts, and/or grants;
2. Funds, generated at the building level by students, staff, PTA's and/or business/community partners; or
3. Any other source as approved by the Superintendent or designee.

Authority to Enact School Uniform Policy

Grades Pre-K – 12 and alternative buildings may elect to establish a uniform policy. The use of school uniforms may be established to improve students' self-esteem, bridge socio-economic differences among students, promote positive behavior, instill students with a sense of discipline, and assist students in resisting peer pressure, school safety and the learning environment. The Superintendent or designee shall develop the procedure to be followed in regards to implementing a uniform policy district-wide or in each attendance center.

Compliance with a Uniform Policy by New Transfer Students

New students moving into the District are required to purchase a uniform in order to be in compliance with any uniform policy in effect at the student's new building. Commencing with the student's first day of attendance. Families new to the district who cannot afford to purchase a uniform may apply to the Director of Student Services or designee, for a voucher to purchase a uniform, and must meet the same district eligibility.

Uniform Policy for Extracurricular Activities

With respect to any extracurricular activities of a building which has implemented a uniform policy, the Principal, in conjunction with the sponsor, coach, or other person in charge or such

activity, may regulate the dress and grooming of participating students if the Principal, sponsor or coach reasonably believes that the student's dress or grooming:

1. Creates a hazard to the student's own safety or to the safety of others; or
2. Will prevent, interfere with, or adversely affect the purpose, direction or effort required for the activity to achieve its goals.

Such regulation may include denying the student permission to participate in the extracurricular activity or go on the extracurricular trips.

Final Authority

Administrators shall have complete and final judgment on all matters concerning interpretation of the Student Dress Code and any student uniform policy. Matters concerning appearance and dress not specifically covered in either the dress code or the uniform policy shall be within the discretion of the administrators.

Evaluation

The Administration shall maintain the right to make recommendations to the Board based on evaluation results or perceived needs for change in the District's Student Dress Code and/or uniform policy.

Disciplinary Action

If a student attends school in violation of the Student Dress Code or if a non-exempt student attends school in violation of an applicable building uniform policy, the student will be disciplined in accordance with the District's *Parent Handbook and Student Code of Conduct and Procedures Handbook*.

LEGAL REF.: 105 ILCS [5/2-3.25](#) and 5/10-22.25b.
[Tinker v. Des Moines Independent Sch. Dist.](#), [89 S.Ct. 733393 U.S. 503](#) (1969).

CROSS REF.: [7:10 \(Equal Educational Opportunities\)](#), 7:130 (Student Rights and Responsibilities), 7:165 (School Uniforms), 7:190 (Student Discipline)

ADOPTED: June 5, 2002

REVISED: June 14, 2011
 February 12, 2013
 March 24, 2015
 September 26, 2017

Students

Preventing Bullying, Intimidation, and Harassment

Bullying, intimidation, and harassment diminish a student's ability to learn and a school's ability to educate. Preventing students from engaging in these disruptive behaviors and providing all students equal access to a safe, non-hostile learning environment are important District goals.

Bullying on the basis of actual or perceived race, color, national origin, military status, unfavorable discharge status from the military service, sex, sexual orientation, gender identity, gender-related identity or expression, ancestry, age, religion, physical or mental disability, order of protection status, status of being homeless, or actual or potential marital or parental status, including pregnancy, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic is **prohibited** in each of the following situations:

1. During any school sponsored-education program or activity.
2. While in school, on school property, on school buses or other school vehicles, at designated school bus stops waiting for the school bus, or at school sponsored or school-sanctioned events or activities.
3. Through the transmission of information from a school computer, a school computer network, or other similar electronic school equipment.
4. Through the transmission of information from a computer that is accessed at a non-school-related location, activity, function, or program or from the use of technology or an electronic device that is not owned, leased, or used by the School District or school if the bullying causes a substantial disruption to the educational process or orderly operation of a school. This paragraph (item #4) applies only when a school administrator or teacher receives a report that bullying through this means has occurred; it does not require staff members to monitor any nonschool-related activity, function, or program.

Definitions from 105 ILCS 5/27-23.7

Bullying includes *cyberbullying* and means any severe or pervasive physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student or students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing the student in reasonable fear of harm to the student's person or property.
2. Causing a substantially detrimental effect on the student's physical or mental health.
3. Substantially interfering with the student's or students' academic performance; or
4. Substantially interfering with the student's or students' ability to participate in or benefit from the services, activities, or privileges provided by a school.

Bullying may take various forms, including without limitation one or more of the following: harassment, threats, intimidation, stalking, physical violence, sexual harassment, sexual violence,

theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying. This list is meant to be illustrative and non-exhaustive.

Cyberbullying means bullying through the use of technology or any electronic communication, including without limitation any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photo-electronic system, or photo-optical system, including without limitation electronic mail, Internet communications, instant messages, or facsimile communications. *Cyberbullying* includes the creation of a webpage or weblog in which the creator assumes the identity of another person or the knowing impersonation of another person as the author of posted content or messages if the creation or impersonation creates any of the effects enumerated in the definition of *bullying*. *Cyberbullying* also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons if the distribution or posting creates any of the effects enumerated in the definition of *bullying*.

Restorative measures means a continuum of school-based alternatives to exclusionary discipline, such as suspensions and expulsions, that: (i) are adapted to the particular needs of the school and community, (ii) contribute to maintaining school safety, (iii) protect the integrity of a positive and productive learning climate, (iv) teach students the personal and interpersonal skills they will need to be successful in school and society, (v) serve to build and restore relationships among students, families, schools, and communities, ~~and~~ (vi) reduce the likelihood of future disruption by balancing accountability with an understanding of students' behavioral health needs in order to keep students in school, and (vii) increase student accountability if the incident of bullying is based on religion, race, ethnicity, or any other category that is identified in the Ill. Human Rights Act.

School personnel means persons employed by, on contract with, or who volunteer in a school district, including without limitation school and school district administrators, teachers, school ~~guidance~~ counselors, school social workers, school counselors, school psychologists, school nurses, cafeteria workers, custodians, bus drivers, school resource officers, and security guards.

Bullying Prevention and Response Plan

The Superintendent or designee shall develop and maintain a bullying prevention and response plan that advances the District's goal of providing all students with a safe learning environment free of bullying and harassment. This plan must be consistent with the requirements listed below; each numbered requirement, 1-12, corresponds with the same number in the list of required policy components in 105 ILCS 5/27-23.7(b) 1-12.

1. The District uses the definition of *bullying* as provided in this policy.
2. Bullying is contrary to State law and the policy of this District. However, nothing in the District's bullying prevention and response plan is intended to infringe upon any right to exercise free expression or the free exercise of religion or religiously based views protected under the First Amendment to the U.S. Constitution or under Section 3 of Article I of the Illinois Constitution.

3. Students are encouraged to immediately report bullying. A report may be made orally or in writing to the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, Complaint Manager or any staff member with whom the student is comfortable speaking. Anyone, including staff members and parents/guardians, who has information about actual or threatened bullying is encouraged to report it to the District named officials or any staff member. The District named officials and all staff members are available for help with a bully or to make a report about bullying. Anonymous reports are also accepted; however, this shall not be construed to permit formal disciplinary action solely on the basis of an anonymous report.

Nondiscrimination Coordinator:

Deanne HillmanJason Hood, Director of Human Resources
101 West Cerro Gordo Street
dhillmanjmhood@dps61.org
217-362-30340

Complaint Manager:

Jeff Dase, Assistant Superintendent
101 West Cerro Gordo Street
jdase@dps61.org
217-362-3013

Complaint Manager:

Lawrence Trimble, Director of Student Services
300 East Eldorado Street
ltrimble@dps61.org
217-362-3061

Complaint Manager:

Deanne Hillman, Director of Labor Relations
101 West Cerro Gordo Street
dhillman@dps61.org
217-362-3031

4. Consistent with federal and State laws and rules governing student privacy rights, the Superintendent or designee shall promptly inform the parent(s)/guardian(s) of every student involved in an alleged incident of bullying and discuss, as appropriate, the availability of social work services, counseling, school psychological services, other interventions, and restorative measures.
5. The Superintendent or designee shall promptly investigate and address reports of bullying, by, among other things:
 - a. Making all reasonable efforts to complete the investigation within ten (10) school days after the date the report of a bullying incident was received and taking into

- consideration additional relevant information received during the course of the investigation about the reported bullying incident.
- b. Involving appropriate school support personnel and other staff persons with knowledge, experience, and training on bullying prevention, as deemed appropriate, in the investigation process.
 - c. Notifying the Building Principal or school administrator or designee of the reported incident of bullying as soon as possible after the report is received.
 - d. Consistent with federal and State laws and rules governing student privacy rights, providing parents/guardians of the students who are parties to the investigation information about the investigation and an opportunity to meet with the Building Principal or school administrator or his or her designee to discuss the investigation, the findings of the investigation, and the actions taken to address the reported incident of bullying.

The Superintendent or designee shall investigate whether a reported incident of bullying is within the permissible scope of the District's jurisdiction and shall require that the District provide the victim with information regarding services that are available within the District and community, such as counseling, support services, and other programs.

6. The Superintendent or designee shall use interventions to address bullying, that may include, but are not limited to, school social work services, restorative measures, social-emotional skill building, counseling, school psychological services, and community-based services.
7. A reprisal or retaliation against any person who reports an act of bullying **is prohibited**. Any person-student's act of reprisal or retaliation will be subject to disciplinary action up to and including discharge with regard to employees, or suspension and/or expulsion with regard to students treated as bullying for purposes of determining any consequences or other appropriate remedial actions.
8. A student will not be punished for reporting bullying or supplying information, even if the District's investigation concludes that no bullying occurred. However, a person who is found to have knowingly making a falsely accused another of bullying, as a means of retaliation, as a means of bullying, or provided eding knowingly false information will be treated as either: (a) bullying, (b) student discipline up to and including suspension and/or expulsion, and/or (c) both (a) and (b) for purposes of determining any consequences or other appropriate remedial actions.
9. The District's bullying prevention and response plan ismust be based on the engagement of a range of school stakeholders, including students and parents/guardians.

10. The Superintendent or designee shall post this policy on the District's Internet website, if any, and include it in the student handbook, and, where applicable, post it where other policies, rules, and standards of conduct are currently posted. The policy must also be distributed annually to parents/guardians, students, and school personnel (including new employees when hired), and must also be provided periodically throughout the school year to students and faculty.

~~10.11.~~ Pursuant to State law and policy 2:240, *Board Policy Development*, the Board monitors this policy every two years by conducting a review and re-evaluation of this policy to make any necessary and appropriate revisions. The Superintendent or designee shall assist the Board with its re-evaluation and assessment of this policy's outcomes and effectiveness. Updates to this policy will reflect any necessary and appropriate revisions. This process shall include, without limitation:

- a. The frequency of victimization;
- b. Student, staff, and family observations of safety at a school;
- c. Identification of areas of a school where bullying occurs;
- d. The types of bullying utilized; and
- e. Bystander intervention or participation.

The evaluation process may use relevant data and information that the District already collects for other purposes. Acceptable documentation to satisfy the re-evaluation policy submission include one of the following:

1. An updated version of the policy with the amendment/modification date included in the reference portion of the policy;
2. If no revisions are deemed necessary, a copy of board minutes indicating that the policy was re-evaluated and no changes were deemed to be necessary, or a signed statement from the board; or
3. A signed statement from the Board President indicating that the Board re-evaluated the policy and no changes to it were necessary.

The Superintendent or designee must post the information developed as a result of the policy re-evaluation on the District's website, or if a website is not available, the information must be provided to school administrators, Board members, school personnel, parents/guardians, and students. Reviews and re-evaluations in years they are due must be submitted to ISBE by September 30.

12. The Superintendent or designee shall fully implement the Board policies, including without limitation to the following:

- a. 2:260, *Uniform Grievance Procedure*. A student may use this policy to complain about bullying.
- b. 2:265, *Title IX Sexual Harassment Grievance Procedure*. Any person may use this policy to complain about sexual harassment in violation of Title IX of the Education Amendments of 1972.
- c. 6:60, *Curriculum Content*. Bullying prevention and character instruction is provided in all grades in accordance with State law.
- d. 6:65, *Student Social and Emotional Development*. Student social and emotional development is incorporated into the District's educational program as required by State law.
- e. 6:235, *Access to Electronic Networks*. This policy states that the use of the District's electronic networks is limited to: (1) support of education and/or research, or (2) a legitimate business use.
- f. 7:20, *Harassment of Students Prohibited*. This policy prohibits *any* person from harassing, intimidating, or bullying a student based on an identified actual or perceived characteristic (the list of characteristics in 7:20 is the same as the list in this policy).
- g. 7:185, *Teen Dating Violence Prohibited*. This policy prohibits teen dating violence on school property, at school sponsored activities, and in vehicles used for school-provided transportation.
- h. 7:190, *Student Behavior*. This policy prohibits, and provides consequences for, hazing, bullying, or other aggressive behaviors, or urging other students to engage in such conduct.
- i. 7:310, *Restrictions on Publications; Elementary Schools*, and 7:315, *Restrictions on Publications; High Schools*. These policies prohibits students from and provides consequences for: (1) accessing and/or distributing at school any written, printed, or electronic material, including material from the Internet, that will cause substantial disruption of the proper and orderly operation and discipline of the school or school activities, and (2) creating and/or distributing written, printed, or electronic material, including photographic material and blogs, that causes substantial disruption to school operations or interferes with the rights of other students or staff members.

LEGAL REF.: 105 ILCS 5/10-20.14, 5/10-22.6(b-20), 5/24-24, and 5/27-23.7
405 ILS 49/, Children's Mental Health Act.
775 ILCS 5/1-103, Ill. Human Rights Act.
~~105 ILCS 5/10-20.14, 5/24-24, and 5/27-23.7.~~
23 Ill.Admin.Code §§1.240 and §1.280.

CROSS REF.: 2:240 (Board Policy Development), 2:260 (Uniform Grievance Procedure),
2:265 (Title IX Sexual Harassment Grievance Procedure), 4:170 (Safety),
5:230 (Maintaining Student Discipline), 6:60 (Curriculum Content), 6:65
(Student Social and Emotional Development), 6:235 (Access to Electronic
Networks), 7:20 (Harassment of Students Prohibited), 7:185 (Teen Dating
Violence Prohibited), 7:190 (Student Behavior), 7:220 (Bus Conduct), 7:230
(Misconduct by Students with Disabilities), 7:240 (Conduct Code for
Participants in Extracurricular Activities), 7:285 (Food Allergy Management
Program), 7:310 (Restrictions on Publications; Elementary Schools), 7:315
(Restriction on Publications; High School)

ADOPTED: December 9, 2008

REVISED: February 12, 2013
January 27, 2015
January 9, 2018
April 23, 2019
December 10, 2019
September 22, 2020

Students

Suicide and Depression Awareness and Prevention

Youth suicide impacts the safety of the school environment. It also affects the school community, diminishing the ability of surviving students to learn and the school's ability to educate. Suicide and depression awareness and prevention are important Board goals.

Suicide and Depression Awareness and Prevention Program

The Superintendent or designee shall develop, implement, and maintain a suicide and depression awareness and prevention program (Program) that advances the Board's goals of increasing awareness and prevention of depression and suicide. This program must be consistent with the requirements of Ann Marie's Law listed below; each listed requirement, 1-6, corresponds with the list of required policy components in the School Code Section 5/2-3.166(c)(2)-(7). The Program shall include:

1. Protocols for administering youth suicide awareness and prevention education to students and staff.
 - a. For students, implementation will incorporate Board policy 6:60, *Curriculum Content*, which implements 105 ILCS 5/2-3.139 and 105 ILCS 5/27-7 (requiring education for students to develop a sound mind and a health body).
 - b. For staff, implementation will incorporate Board policy 5:100, *Staff Development*, and teacher's institutes under 105 ILCS 5/3-14.8 (requiring coverage of the warning signs of suicidal behavior).
2. Procedures for methods of suicide prevention with the goal of early identification and referral of students possibly at risk of suicide. Implementation will incorporate:
 - a. The training required by 105 ILCS 5/10-22.39 for licensed school personnel and administrators who work with students to identify the warning signs of suicidal behavior in youth along with appropriate intervention and referral techniques, including methods of prevention, procedures for early identification, and referral of students at risk of suicide; and
 - b. Ill. State Board of Education (ISBE)-recommended guidelines and educational materials for staff training and professional development, along with ISBE-recommended resources for students containing age-appropriate educational materials on youth suicide and awareness, if available pursuant to Ann Marie's Law on ISBE's website.
3. Methods of intervention, including procedures that address an emotional or mental health safety plan for use during the school day and at school-sponsored events for a student identified as being at increased risk of suicide including those students who (A) suffer from a mental health disorder; (B) suffer from a substance abuse disorder; (C) engage in self-harm or have previously attempted suicide; (D) reside in an out-of-home placement; (E) are experiencing homelessness; (F) are lesbian, gay, bisexual, transgender, or questioning (LGBTQ); (G) are bereaved by suicide; or (H) have a medical condition or certain types of disabilities. Implementation will incorporate paragraph number 2, above, along with Board policies:
 - a. ~~Board policy~~ 6:65, *Student Social and Emotional Development*, implementing the goals and benchmarks of the Ill. Learning Standards and 405

ILCS 49/15(b) (requiring student social and emotional development in the District's educational program);

b. 6:120, *Education of Children with Disabilities, implementing special education requirements for the District;*

a.c. 6:140, *Education of Homeless Children, implementing provision of District services to students who are homeless;*

d. ~~Board policy~~ 6:270, *Guidance and Counseling Program*, implementing guidance and counseling program(s) for students, and 105 ILCS 5/10-22.24a and 22.24b, which allow a qualified guidance specialist or any licensed staff member to provide school counseling services-;

e. 7:10, *Equal Educational Opportunities, and its implementing administrative procedure and exhibit, implementing supports for equal educational opportunities for students who are LGBTQ;*

b.f. 7:50, *School Admissions and Student Transfers To and From Non-District Schools, implementing State law requirements related to students who are in foster care;*

e.g. ~~Board policy~~ 7:250, *Student Support Services*, implementing the Children's Mental Health Act of 2003, 405 ILCS 49/ (requiring protocols for responding to students with social, emotional, or mental health issues that impact learning ability); and

d.h. State and/or federal resources that address emotional or mental health safety plans for students who are possibly at an increased risk for suicide, if available on the ISBE's website pursuant to Ann Marie's Law.

4. Methods of responding to a student or staff suicide or suicide attempt. Implementation of this requirement shall incorporate building-level Student Support Committee(s) established through Board policy 7:250, *Student Support Services*.
5. Reporting procedures. Implementation of this requirement shall incorporate Board policy 6:270, *Guidance and Counseling Program*, and Board policy 7:250, *Student Support Services*, in addition to other State and/or federal resources that address reporting procedures.
6. A process to incorporate ISBE-recommended resources on youth suicide awareness and prevention programs, including current contact information for such programs in the District's Suicide and Depression Awareness and Prevention Program.

Illinois Suicide Prevention Strategic Planning Committee

The Superintendent or designee shall attempt to develop a relationship between the District and the Illinois Suicide Prevention Strategic Planning Committee, the Illinois Suicide Prevention Coalition Alliance, and/or a community mental health agency. The purpose of the relationship is to discuss how to incorporate the goals and objectives of the Illinois Suicide Prevention Strategic Plan into the District's Suicide Prevention and Depression Awareness Program.

Monitoring

The Board will review and update this policy pursuant to Ann Marie's Law and Board policy

2:240, *Board Policy Development*.

Information to Staff, Parents/Guardians, and Students

The Superintendent shall inform each school district employee about this policy and ensure its posting on the District's website. The Superintendent or designee shall provide a copy of this policy to the parent or legal guardian of each student enrolled in the District. Student identification (ID) cards, the District's website, and student handbooks and planners will contain the support information as required by State law.

Implementation

This policy shall be implemented in a manner consistent with State and federal laws, including the Children's Mental Health Act of 2003, 405 ILCS 49/, Mental Health and Development Disabilities Confidentiality Act, 740 ILCS 110/, and the Individuals with Disabilities Education Act, 42 U.S.C § 12101 et seq.

The District, Board, and its staff are protected from liability by the Local Governmental and Governmental Employees Tort Immunity Act. Services provided pursuant to this policy: (1) do not replace the care of a physician licensed to practice medicine in all of its branches or a licensed medical practitioner or professional trained in suicide prevention, assessments and counseling services, (2) are strictly limited to the available resources within the District, (3) do not extend beyond the school day and/or school-sponsored events, and (4) cannot guarantee or ensure the safety of a student or the student body.

LEGAL REF.: 42 U.S.C. § 1201 et seq. Individuals with Disabilities Education Act.
105 ILCS 5/2-3.166, 105 ILCS 5/2-3.139, 5/3-14.8, 5/10-20.73 (final
citation pending), 5/10-22.24a, 5/10-22.24b, 5/10-22.39, 5/10-20.75 (final
citation pending), 5/14-1.01 et seq., 5/14-7.05, and 5/14-7.02b, 5/27-7.-
405 ILCS 49, Children's Mental Health Act of 2003.
740 ILCS 110/ Mental Health and Development Disabilities
Confidentiality Act.
745 ILCS 10/, Local Governmental and Governmental Tort Immunity Act.

CROSS REF.: 2:240 (Board Policy Development), 5:100 (Staff Development Program),
 6:60 (Curriculum Content), 6:65 (Student Social and Emotional
 Development, 6:120 (Education of Children with Disabilities), 6:270
 (Guidance and Counseling Program), 7:180 (Prevention of and Response
 to Bullying, Intimidation, and Harassment), 7:250 (Student Support
 Services)

ADOPTED: July 8, 1997

REVISED: December 9, 2008
 January 8, 2013
 January 27, 2015
 January 12, 2016

January 8, 2019
December 10, 2019

Students

Restrictions on Publications; High Schools

Definitions

Libel means the willful or negligent publication of probably false and unprivileged statements of fact that do demonstrable harm to a living person's reputation.

Obscene means lewd; impure; indecent; calculated to shock the moral sense of humans by a disregard of chastity or modesty. Objectionable or offensive to accepted standards of decency.

School official means a Building Principal or designee.

School-sponsored media means any material that is prepared, substantially written, published, or broadcast by a student journalist, distributed or generally made available to members of the student body, and prepared under the direction of a student media advisor. It does not include media intended for distribution or transmission solely in the classroom in which media is produced.

Slander means the speaking of false statements of fact that seriously harm a living person's reputation.

Student journalist means a public high school student who gathers, compiles, writes, edits, photographs, records, or prepares information for dissemination in school-sponsored media.

Student media adviser means an individual employed, appointed, or designated by the District to supervise or provide instruction relating to school-sponsored media.

School Sponsored Media

School-sponsored publications, productions, and websites are governed by the Speech Rights of Student Journalists Act and ~~the~~ School Board policies, and student journalists are responsible for determining the news, opinion, feature, and advertising content of those publications, productions, and websites.

Student journalists must:

1. Make decisions based upon news value and guided by the Code of Ethics provided by the Society of Professional Journalists, National Scholastic Press Association, Journalism Education Association, or other relevant group;
2. Produce media based upon professional standards of accuracy, objectivity, and fairness;
3. Review material to improve sentence structure, grammar, spelling, and punctuation;
4. Check and verify all facts and verify the accuracy of all quotations;
5. In the use of personal opinions, editorial statements, and/or letters to the editor, provide opportunity and space for the expression of differing opinions within the same medial to align with the District's media literacy curriculum mandate in 105 ILCS 5/27-20.08 and
6. Include an author's name with any personal opinions and editorial statements, if appropriate.

Student journalists may not ~~create, produce, or distribute~~ school-sponsored media that:

1. Is libelous, slanderous, or obscene;
2. Constitutes an unwarranted invasion of privacy;
3. Violates federal or State law, including the Constitutional rights of third parties;
or
4. Incites students to:
 - a. Commit an unlawful act;
 - b. Violate any of the District's policies, ~~including but not limited to (1) its educational mission in policies 1:30, School District Philosophy and 6:10, Educational Philosophy and Objectives, and (2) speech that is socially inappropriate or inappropriate due to maturity of the students pursuant to policies 6:65, Student Social and Emotional Development, and 7:180, Prevention of and Response to Bullying, Intimidation, and Harassment;~~ or
 - c. Materially and substantially disrupt the orderly operation of the school.

~~All school sponsored media shall comply with the ethics and rules of responsible journalism. The District will not engage in prior restraint of material prepared by student journalists for school-sponsored media, unless the material Test that fits into numbers one of the four prohibited categories listed (1) through four (4) above, in which case will not be tolerated and school officials the Superintendent or designee and/or student media advisers may review, edit and delete such media material before publication or distribution of the media.~~

~~The author's name will accompany personal opinions and editorial statements. An opportunity for the expression of differing opinions from those published/produced will be provided within the same media.~~

No expression made by students in the exercise of freedom of speech or freedom of the press under this policy shall be deemed to be an expression of the District or an expression of Board policy.

Non-School Sponsored Publications Accessed or Distributed On Campus

For purposes of this section and the following section, a *publication* includes, without limitation: (1) written or electronic print material, (2) audio-visual material on any medium including electromagnetic media (e.g., images, ~~digital files~~MP3 files, flash memory, etc.), or combinations of these whether off-line (e.g., a printed book, ~~digital files~~CD-ROM, etc.) or online (e.g., any website, social networking site, database for information retrieval, etc.), or (3) information or material on electronic devices (e.g., ~~text~~data or voice messages delivered by cell phones, tablets, and other hand-held devices).

Creating, distributing, and/or accessing non-school sponsored publications shall occur at a time and place and in a manner that will not cause disruption, be coercive, or result in the perception that the distribution or the publication is endorsed by the School District.

Students are prohibited from creating, distributing, and/or accessing at school any publication that:

1. Will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities;
2. Violates the rights of others, including but not limited to material that is libelous, slanderous or obscene, ~~or~~ invades the privacy of others, or infringes on a copyright;
3. Is socially inappropriate or inappropriate due to maturity level of the students, including but not limited to material that is obscene, pornographic, or pervasively lewd and vulgar, contains indecent and vulgar language, or *sexting* as defined by School Board policy and Student Handbooks;
4. Is reasonably viewed as promoting illegal drug use;
5. Is distributed in kindergarten through eighth grade and is primarily prepared by non-students, unless it is being used for school purposes. However, material from outside sources or the citation to such sources may be allowed, as long as the material to be distributed or accessed is primarily prepared by students; or
6. Incites students to violate any Board policies.

Accessing or distributing *on-campus* includes accessing or distributing on school property or at school-related activities. A student engages in gross disobedience and misconduct and may be disciplined for: (1) accessing or distributing forbidden material, or (2) for writing, creating, or publishing such material intending for it to be accessed or distributed at school.

Non-School Sponsored Publications Accessed or Distributed Off-Campus

A student engages in gross disobedience and misconduct and may be disciplined for creating and/or distributing a publication that: (1) causes a substantial disruption or a foreseeable risk of a substantial disruption to school operations, or (2) interferes with the rights of other students or staff members.

Bullying and Cyberbullying

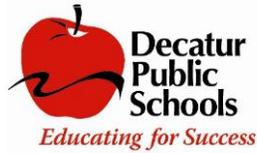
The Superintendent or designee shall treat behavior that is *bullying* and/or *cyberbullying* according to Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, in addition to any response required by this policy.

LEGAL REF.: 105 ILCS 5/27-~~20.08~~ and 5/24-23.7
~~Speech Rights of Student Journalists Act,~~ 105 ILCS 80/, Speech Rights of Student Journalists Act.
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969).
Hazelwood v. Kuhlmeier, 408 S.Ct. 562-484 U.S. 260 (1988).
Morse v. Frederick, 551 U.S. 393 (2007).
Hedges v. Wauconda Cmty. ~~ommunity~~ Unit Sch. ~~ool~~ Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).
~~Tinker v. Des Moines Indep. Cmty. Sch. Dist., 89 S.Ct. 733 (1969)~~
~~Morse v. Frederick, 551 U.S. 393 (2007).~~

CROSS REF.: 1:30 (School District Philosophy), 6:10 (Educational Philosophy and Objectives), 6:65 (Student Social and Emotional Development), 6:235

(Access to Electronic Networks), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 8:25 (Advertising and Distributing Materials in School Provided by Non-School Related Entities)

ADOPTED: January 10, 2017



Board of Education Decatur Public School District #61

Date: March 22, 2022	Subject: Resolution Authorizing Reclassification of one (1) Special Education Administrator
Initiated By: Kathy Horath, Director of Macon-Piatt Special Education	Attachments: Resolution documents
Reviewed By: Dr. Rochelle Clark, Superintendent, Bobbi Williams, Interim Superintendent and Jason Hood, Director of Human Resources	

BACKGROUND INFORMATION:

Annually, the Macon-Piatt Special Education District Board votes to authorize and direct the Decatur Public Schools Board of Education to release specific employees from the Macon-Piatt Special Education District.

CURRENT CONSIDERATIONS:

On March 17, 2022, the Macon-Piatt Special Education District Board voted to authorize and direct the Decatur Public Schools Board of Education to reclassify one (1) Special Education Administrator.

FINANCIAL CONSIDERATIONS:

N/A

STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education to approve/adopt the Macon-Piatt Special Education District Resolution as presented.

RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____

**RESOLUTION REFERENCE THE RECLASSIFICATION
OF
A SPECIAL EDUCATION ADMINISTRATOR
(Executive Board)**

WHEREAS, the Executive Board of Macon-Piatt Special Education District did, on the 17th day of February, 2022, adopt a Resolution setting forth its intent to reclassify AILEEN MAGGIO from a Special Education Administrator employee to a professional educator licensed (“PEL”) teaching position for the 2022-2023 school year, that the said AILEEN MAGGIO be assigned to a full-time PEL teaching position for which she is licensed and qualified to fill, and that her salary in said position be equal to that of other PEL teachers of like experience and qualification; and

WHEREAS, the said Resolution provided that, if AILEEN MAGGIO did not request a private hearing with the Executive Board within ten (10) days from the date of personal service of said Resolution, the Executive Board would take final action upon its tentative decision to reclassify AILEEN MAGGIO at a meeting of the Executive Board to be held on the 17th day of March, 2022; and

WHEREAS, the Executive Board did by letter dated February 17, 2022, advise AILEEN MAGGIO of its intent to reclassify her and her rights in accordance with the provisions of 105 ILCS 5/10-23.8b; and

WHEREAS, AILEEN MAGGIO waived a private hearing within the ten (10) day statutory period; and

WHEREAS, the Executive Board persists in its opinion and judgment that, due to sound educational and financial planning, it is in the best interests of Macon-Piatt Special Education District that AILEEN MAGGIO be reclassified from Special Education Administrator and assign her to a PEL teaching position which she is licensed and qualified to fill for the 2022-2023 school

year, and that her salary in said position be equal to that of other PEL teachers of like experience and qualification; and

WHEREAS, the Executive Board makes the following findings:

1. That AILEEN MAGGIO was given notice in compliance with 105 ILCS 5/10-23.8b of her right to a private hearing with the Executive Board to discuss the reasons for her proposed reclassification.

2. That the reasons for the proposed reclassification of AILEEN MAGGIO have previously been presented to AILEEN MAGGIO at the time of the adoption of the aforesaid Resolution on February 17, 2022.

3. That AILEEN MAGGIO understood the reasons presented by the Executive Board which serve as the basis for the proposed reclassification.

NOW, THEREFORE, BE IT RESOLVED by the Executive Board of Macon-Piatt Special Education District as follows:

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

Section 2. That it is the opinion and judgment of the Executive Board that it is in the best interests of Macon-Piatt Special Education District that AILEEN MAGGIO be reclassified to a PEL teaching position for which she is licensed and qualified to fill for the school year 2022-2023, and that her salary in said position be equal to that of other PEL teachers of like experience and qualification in the District, and it hereby recommends the same to the employing district, Decatur Public School District No. 61 (“DPS Board”), the administrative district and fiscal and legal agent of Macon-Piatt Special Education District.

Section 3. The Secretary is hereby directed and authorized to forward a certified copy of this Resolution to the Superintendent of Schools of Decatur Public School District No. 61, requesting and instructing the Board of Education of Decatur Public School District No. 61 to take action consistent herewith.

Section 4. That following the action taken by Decatur Public School District No. 61, the Director is hereby directed and authorized to prepare a written Notice of Reclassification for signature by the President and Secretary of the Executive Board; that following the signing of said written Notice of Reclassification, the Director is hereby directed and authorized to personally serve said written Notice of Reclassification on AILEEN MAGGIO, and is further directed to send to AILEEN MAGGIO a copy of said written Notice of Reclassification by certified mail, return receipt requested. (See Exhibit A attached hereto and by express reference incorporated herein.)

Section 5. That this Resolution shall be in full force and effect forthwith upon its adoption.

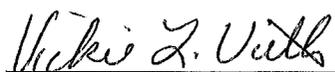
ADOPTED this 17th day of March, 2022, by the following roll-call vote:

- (8) AYES: D. Jones, D. Heck, B. Robinson, A. Geary, K. Kahler, A. Pygott, T. Roundcourt, C. Warner
- (0) NAYS: None
- (4) ABSENT: S. Greenwood, R. Clark, V. Zimmerman, B. Meadows



President, Executive Board

ATTEST:



Secretary, Executive Board

I, Vickie L. Vieth, Secretary of the Executive Board of Macon-Piatt Special Education District, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Executive Board on March 17, 2022, by the following roll-call vote:

(8) AYES: D. Jones, D. Heck, B. Robinson, A. Geary, K. Kahler, A. Pygott, T. Roundcount, C. Warner

(0) NAYS: _____

(4) ABSENT: S. Greenwood, R. Clark, V. Zimmerman, B. Meadows

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

Dated this 17 day of March, 2022.

Vickie L. Vieth
Secretary, Executive Board

**RESOLUTION REFERENCE THE RECLASSIFICATION
OF
A SPECIAL EDUCATION ADMINISTRATOR
(DPS Board)**

WHEREAS, the Executive Board of Macon-Piatt Special Education District did, on the 17th day of February, 2022, adopt a Resolution setting forth its intent to reclassify AILEEN MAGGIO from a Special Education Administrator employee to a professional educator licensed (“PEL”) teaching position for the 2022-2023 school year, that the said AILEEN MAGGIO be assigned to a full-time PEL teaching position for which she is licensed and qualified to fill, and that her salary in said position be equal to that of other PEL teachers of like experience and qualification; and

WHEREAS, the said Resolution provided that, if AILEEN MAGGIO did not request a private hearing with the Executive Board within ten (10) days from the date of personal service of said Resolution, the Executive Board would take final action upon its tentative decision to reclassify AILEEN MAGGIO at a meeting of the Board of Education to be held on the 17th day of March, 2022; and

WHEREAS, the Executive Board did by letter dated February 17, 2022, advise AILEEN MAGGIO of its intent to reclassify her and her rights in accordance with the provisions of 105 ILCS 5/10-23.8b; and

WHEREAS, AILEEN MAGGIO waived a private hearing within the ten (10) day statutory period; and

WHEREAS, the Board of Education of Decatur Public School District No. 61 finds and determines that, due to sound educational and financial planning, it is in the best interests of Macon-Piatt Special Education District that AILEEN MAGGIO be reclassified from Special Education Administrator and assign her to a PEL teaching position which she is licensed and

qualified to fill for the 2022-2023 school year, and that her salary in said position be equal to that of other PEL teachers of like experience and qualification; and

WHEREAS, the Board of Education of Decatur Public School District No. 61 makes the following findings:

1. That AILEEN MAGGIO was given notice in compliance with 105 ILCS 5/10-23.8b of her right to a private hearing with the Executive Board to discuss the reasons for her proposed reclassification.

2. That the reasons for the proposed reclassification of AILEEN MAGGIO have previously been presented to AILEEN MAGGIO at the time of the adoption of the aforesaid Resolution on February 17, 2022.

3. That AILEEN MAGGIO understood the reasons presented by the Executive Board which serve as the basis for the proposed reclassification.

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

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

Section 2. That it is the opinion and judgment of the Executive Board that it is in the best interests of Macon-Piatt Special Education District, by and through Decatur Public School District No. 61, the administrative and fiscal and legal agent for Macon-Piatt Special Education District that AILEEN MAGGIO be reclassified to a PEL teaching position for which she is licensed and qualified to fill for the school year 2022-2023, and that her salary in said position be equal to that of other PEL teachers of like experience and qualification in the District.

Section 3. That the Director is hereby directed and authorized to prepare a written Notice of Reclassification for signature by the President and Secretary of the Board of Education of Decatur Public School District No. 61; that following the signing of said written Notice of Reclassification, the Director is hereby directed and authorized to personally serve said written Notice of Reclassification on AILEEN MAGGIO, and is further directed to send to AILEEN MAGGIO a copy of said written Notice of Reclassification by certified mail, return receipt requested. (See Exhibit A attached hereto and by express reference incorporated herein.)

Section 4. That this Resolution shall be in full force and effect forthwith upon its adoption.

ADOPTED this 22th day of March, 2022, by the following roll-call vote:

AYES: _____

NAYS: _____

ABSENT: _____

President, Board of Education

ATTEST:

Secretary, Board of Education

I, _____, Secretary of the Board of Education of Decatur Public School District No. 61, as fiscal and legal agent of Macon-Piatt Special Education District, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Board of Education of Decatur Public School District No. 61 on March 22, 2022, by the following roll-call vote:

AYES: _____

NAYS: _____

ABSENT: _____

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

Dated this ____ day of _____, 2022.

Secretary, Board of Education

Macon-Piatt Special Education District

335 E. Cerro Gordo St., Decatur, IL 62523
Phone: (217) 362-3055 ♦ Fax: (217) 424-3022

Kathy Horath, Director
Travis Friedrich, Assistant Director

March 23, 2022

Aileen Maggio
2109 Lynwood
Champaign, IL 61821

Dear Ms. Maggio:

You are hereby advised that at a regular meeting of the Executive Board of Macon-Piatt Special Education District, held on March 17, 2022, and a regular meeting of the Board of Education of Decatur Public School District No. 61 on March 22, 2022. Resolutions were adopted entitled "Resolution Reference the Reclassification of an Administrative Employee." A certified copy of the Resolutions are attached hereto and by express reference is incorporated in and made a part hereof.

Your contract as Special Education Administrator in and for the Macon-Piatt Special Education District, by and through Decatur Public School District No. 61, the administrative district and fiscal and legal agent for Macon-Piatt Special Education District shall not be renewed for the 2022-2023 school term, and you are hereby reclassified and assigned to a full-time professional educator licensed ("PEL") teaching position for which you are licensed and qualified to fill, and your salary in said position be equal to that of other professional educator licensed ("PEL") teachers of like experience and qualification in the District. Said reclassification shall be effective at the conclusion of the 2021-2022 school year.

Sincerely,

BOARD OF EDUCATION
DECATUR PUBLIC SCHOOL DISTRICT NO. 61

President

Secretary

Enc.

Exhibit A

Participating Districts

Argenta-Oreana ♦ Bement ♦ Central A&M ♦ Cerro Gordo ♦ Decatur ♦ Deland-Weldon
Maroa-Forsyth ♦ Meridian ♦ Monticello ♦ Mt. Zion ♦ Sangamon Valley ♦ Warrensburg-Latham



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

Date: March 22, 2022	Subject: Personnel Action
Initiated By: Jason M. Hood, Director of Human Resources, and the Human Resources Department	Attachments: 4 Pages of Personnel Action
Reviewed By: Dr. Rochelle Clark, Superintendent and Bobbi Williams, Interim 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 M. Hood
Director of Human Resources
Date: March 17, 2022
Board Date: March 22, 2022
Re: Personnel Action

EMPLOYMENT RECOMMENDATIONS

TEACHERS:

Name	Position	Effective Date
Robert Gottardo	Physical Education, Dennis Kaleidoscope	August 10, 2022
Heidy Perales	ESL, Johns Hill	March 7, 2022
Jennifer Power	Middle School Math, Montessori Academy <i>(Pending Licensure)</i>	August 10, 2022
Zachary Shugart	Science, Eisenhower <i>(Pending Licensure)</i>	August 10, 2022

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

TRANSFERS

TEACHERS:

Name	Position	Effective Date
Thomas Beller	From Science, Stephen Decatur to Physical Education, Stephen Decatur	August 10, 2022
Kimberly Brummett	From Pre K, Pershing @ Garfield to Pre K, Pershing	August 10, 2022
Claudia Clark	From Social Studies, Stephen Decatur to English Language Arts, Stephen Decatur	August 10, 2022
Kyla Gee	From Pre K, Pershing @ Garfield to Pre K, Pershing	August 10, 2022

TEACHING ASSISTANTS:

Name	Position	Effective Date
Tami Fowler	From Pre K Assistant, Pershing @ Garfield, 6.5 hours per day to Pre K Assistant, Pershing, 6.5 hours per day	August 10, 2022

Arianna Guerrero	From Pre K Assistant, Pershing @ Garfield, 6.5 hours per day to Pre K Assistant, Pershing, 6.5 hours per day	August 10, 2022
Comecko Lewis	From Pre K Assistant, Pershing @ Garfield, 6.5 hours per day to Pre K Assistant, Pershing, 6.5 hours per day	August 10, 2022
Lora McQuality	From Pre K Assistant, Pershing @ Garfield, 6.5 hours per day to Pre K Assistant, Pershing, 6.5 hours per day	August 10, 2022
Janae O'Neal	From Pre K Assistant, Pershing @ Garfield, 6.5 hours per day to Pre K Assistant, Pershing, 6.5 hours per day	August 10, 2022
Tavia West	From Pre K Assistant, Pershing @ Garfield, 6.5 hours per day to Pre K Assistant, Pershing, 6.5 hours per day	August 10, 2022

OFFICE PERSONNEL:

Name	Position	Effective Date
Mallory Hale	From Pre K Grant Secretary, Pershing to Small Learning Community Secretary, Eisenhower	March 28, 2022

ADMINISTRATIVE SUPPORT:

Name	Position	Effective Date
Camisha Matthews	From Research Development/Evaluation Analyst, Research to Research Development/Evaluation Senior Analyst, Research	March 14, 2022

CUSTODIANS:

Name	Position	Effective Date
Larry Preston	From 2nd Shift Head Custodian, Johns Hill to 2nd Shift Custodian, MacArthur/Franklin Grove	March 14, 2022
Adam Tyson	From 2nd Shift Custodian, Pershing to 2nd Shift Custodian, Parsons	March 14, 2022

Linda Vording	From 2nd Shift Custodian. Alternative Ed to 2nd Shift Custodian, American Dreamer	March 21, 2022
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CATEGORY CHANGES:

Name	Position	Effective Date
Rachel Lindsey	From Research Data Analyst, Research to Research Development/Evaluation Analyst, Research	March 14, 2022
Sydnee Sturdivant	From KDG/1 Instructional Assistant, American Dreamer to Secretary to the Principal, American Dreamer	March 21, 2022

RESIGNATIONS

ADMINISTRATORS:

Name	Position	Effective Date
Julie Fane	K-8 Principal, American Dreamer	June 30, 2022
Daniel Lynch	K-8 Principal, Dennis Kaleidoscope/Mosaic	July 1, 2022

TEACHERS:

Name	Position	Effective Date
Charity Mannix	Science, Eisenhower	May 24, 2022
Seth McMillan	Agriculture, Eisenhower	June 30, 2022

EXTENDED DAY

NON CERTIFIED:

Name	Position	Effective Date
Alexis Newbon	Site Coordinator, Montessori Academy	March 11, 2022

RETIREMENT

CUSTODIAN:

Name	Position	Effective Date
Mark Rankin	1st Shift Custodian, Parsons	June 29, 2022

COMPENSATION RECOMMENDATIONS:

- The following staff member should be compensated **\$99.00** for participating in Summer School Registration(Saturday) on March 5, 2022 at Johns Hill:
Kristine Boomer
- The following staff members should be compensated **\$16.67** for participating in CCE Team Meeting on February 22, 2022 at Muffley:
Melissa Cripe
Julie Comerford
Jennifer Eastham
Stacie Patterson
- The following staff members should be compensated **\$16.67** for participating in Data Review Team on February 3, 2022 at Muffley:
Jessica Meier
Megan Noel
Jamie Reed
Jared Staples
JoBeth Sweeney
- The following staff members should be compensated **\$16.67** for participating in Instructional Leadership Team on February 8, 2022 at Muffley:
Kelly Bailey
Susan Barnes
Melissa Prasun
- The following staff members should be compensated **\$16.67** for participating in PACE Team Meeting on February 9, 2022 at Muffley:
Libby Kirkland
Joseph Krouse
Tressa James
- The following staff members should be compensated **\$16.67** for participating in SEL/PRIDE Team Meeting on February 23, 2022 at Muffley:
Diane Orr
Kelly Bailey
Vanessa Kelson
Natalie Gower
Stephanie Meis
Skyler Flesch
- The following staff members should be compensated for participating in Daily 5/CAFE Professional Development Workshops on February 5, 2022 at Parsons:
Tami Browning \$100.02 C Roxann Kennedy \$100.02
Rebecca Harman \$100.02 Stacey Wilson \$100.02
Kathryn Rodgers \$100.02 Carol Dance \$100.02
Melissa Goede \$100.02 Heather Groves \$100.02
Olivia Mannlein \$100.02 Rhonda Ganley \$50.01
Jackalyn Creason \$100.02
- The following staff member should be compensated **\$4,000.00** for the X-Step for his years of service to Decatur Public Schools:
Mark Rankin

DISTRICT ATHLETIC COORDINATOR CONTRACT

This Contract is made between the Board of Education, Decatur School District No. 61, Macon County, Illinois, hereinafter referred to as the "Board" and Craig Bundy as District Athletic Coordinator, hereinafter referred to as the "Athletic Coordinator", ratified at the meeting of the Board held on March 22, 2022 as found in the minutes of that meeting.

IT IS AGREED:

1. Employment. The Board hereby employs the Athletic Coordinator for One Hundred Eighty (180) days during the 2022-2023 school term but also including 45 days at the end of the 2021-2022 school term, the designation of such days to be by agreement of the parties, beginning April 1, 2022 and ending June 30, 2023, with such responsibilities and duties appropriate to the job assignment provided for in the job description attached hereto and incorporated herein and as may be fixed by the Board in this Contract, and in its policies, rules and regulations. The expectation of the parties is that Athletic Coordinator will work dependent on the number of sporting seasons and events. Work should occur through the year including summer. A full day is 8 hours.

2. Duties. The Athletic Coordinator, shall submit recommendations as directed by the Superintendent or designee, concerning the position for which he has been employed and shall keep such other registers and records and make such other reports as may be directed by the Superintendent, his designee and/or the Board or as required by law.

3. Salary. The Board shall pay to the Athletic Coordinator a salary of Four Hundred and 00/100 Dollars (\$400.00) per day each day he works during the period April 1, 2022-June 30, 2022 and for up to but not to exceed One Hundred Eighty (180) days during the 2022-2023 school term. The payment shall be in addition to the stipend Athletic Coordinator receives as part-time employee of the Board during the 2022-2023 school year. The Athletic Coordinator hereby agrees to devote such time, skill, labor and attention to his employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of Athletic Coordinator for the school district and the Board as set forth in this Contract. The salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to employees similarly employed. Any adjustment in salary made during the life of this Contract shall be in the form of an approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Athletic Coordinator, nor that the termination date of this Contract has been in any way extended unless so stated in a Board approved amendment.

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

5. Other Work. The Athletic Coordinator agrees to devote his best efforts and entire time to the work of the School District and shall not undertake or accept other employment or responsibilities which will conflict with his assigned duties.

6. Discharge for Good Cause. Discharge for cause shall be for any conduct, act, or failure to act by the Athletic Coordinator that is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Athletic Coordinator, who shall be entitled to notice and a hearing before the Board to discuss such causes. If the Athletic Coordinator chooses to be accompanied by legal counsel, he shall bear any costs therein involved. The Board hearing shall be conducted in closed session.

7. Termination. This Contract shall terminate at the conclusion of thirty (30) work days or sooner if the tasks assigned to the Athletic Coordinator are completed sooner and without further notice to Athletic Coordinator.

8. Benefits. The Athletic Coordinator shall be provided with ten (10) sick leave days and one (1) personal day during the term of this Contract. He shall have no employer-paid health insurance benefit, nor any other benefit provided to other employees of the District not specifically stipulated herein except as may be required by law.

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

10. Disability. Should the Athletic Coordinator be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Athletic Coordinator's control, and if such disability continues for sixty (60) days, or if such disability is permanent, irreparable or of such nature as to make the performance of the Athletic Coordinator's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate.

11. Residency. The Athletic Coordinator's residency within the boundaries of the District was required at the time of his employment and shall be required during the entire term of his employment by the District. Failure to establish and maintain residency within the political boundaries of the school district shall be deemed material breach of contract and shall be sufficient cause to terminate this Contract.

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

13. Notice. All notices under this Contract shall be deemed sufficient if given in writing and served upon the Athletic Coordinator and the President of the Board personally or by certified mail, return receipt requested, addressed to the party, at such address as may be on file at the Keil Administrative Building or as hereinafter furnished by the Athletic Coordinator in writing.

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

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

14. Severability. If any portion of this Contract is deemed to be illegal or unenforceable by a court of competent jurisdiction, the remainder thereof shall remain in full force and effect.

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

17. Complete Understanding. This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written. Except as may otherwise be provided herein, no subsequent alteration, amendments, change or addition to this Contract shall be binding upon the parties unless reduced in writing and duly authorized and signed by each of the parties.

18. Survival of Contract. This Contract shall be binding upon the parties hereto, their successors and assigns.

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

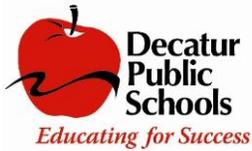
Craig Bundy

BOARD OF EDUCATION
DECATUR PUBLIC SCHOOL DISTRICT NO. 61

By: _____
President

ATTEST:

Secretary



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

Date: March 22, 2022	Subject: Robertson Charter School – One (1) year Retroactive Amendment for FY22
Initiated By: Dr. Mike Curry, Chief Operational Officer	Attachments: Robertson Charter School – One (1) year Retroactive Amendment for FY22
Reviewed By: Dr. Rochelle Clark, Superintendent and Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

The Robertson Charter School (RCS) received its charter from the Illinois State Board of Education on August 17, 2001. The Decatur Public School Board of Education entered into an agreement with RCS on March 23, 2001 to begin the process of obtaining the ISBE Charter. This original agreement was renewed on June 26, 2006, June 26, 2011 and July 01, 2016. The renewal for July 01, 2016 expired on June 30, 2021. DPS and RCS entered into a one-year extension for July 01, 2021 – June 30, 2022. Additionally, DPS and RCS have entered into a five-year renewal beginning July 01, 2022 and expiring June 30, 2027.

CURRENT CONSIDERATIONS:

The Illinois State Board of Education has concerns regarding the legal language in the implementation of the current one-year extension between the expired 2016-2021 and the upcoming 2022- 2027 agreements. To address these concerns, DPS and RCS have created an amendment to the 2016-2021 agreement. To meet the requirements of ISBE legal, the Board must approve this one-year retroactive amendment for FY22.

FINANCIAL CONSIDERATIONS:

N/A

STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the Robertson Charter School – One (1) year Retroactive Amendment for FY22 as presented.

RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____

AMENDMENT – CONTRACT EXTENSION
CHARTER SCHOOL AGREEMENT
BETWEEN
DECATUR PUBLIC SCHOOL DISTRICT #61
AND
ROBERTSON CHARTER SCHOOL

DATED MARCH, 22, 2022

THIS AGREEMENT AND CHARTER ("**Agreement**") executed on this _____ day of _____, 2022, to be effective July 1, 2021 through June 30, 2022, by and between the **Board of Education of Decatur School District No. 61** (the "Board" of "District 61") and **Robertson Charter School** (the "Charter School"), an independent public school established under the Charter Schools Law, **105 ILCS 5/27A-1 et seq.** (the "Charter Schools Law")

Whereas, the Decatur Public school district 61 approved a charter school renewal agreement with Robertson Charter School on May 11, 2016 for a five-year term, from July 1, 2016 to June 30, 2021; and,

Whereas, Robertson has proposed a one-year extension of the agreement for FY 2022 due to unprecedented and detrimental effects of the COVID-19 pandemic , and,

Whereas, side effects of the COVID-19 pandemic included but were not limited to: (a) The modification of certain student performance and reporting indices by the State of Illinois during the pandemic, such as school designation criteria, suspension of the IAR testing in the spring of 2020, (b) The pandemic prevented Robertson from conducting NWEA testing in the spring and fall of 2020 which impacted progress reporting, (c) other family and community challenges faced by students which manifested themselves in low student engagement; and,

Whereas, all these pandemic-related developments have made it difficult for Robertson to establish credible, consistent, and comparable data upon which its performance can be evaluated; and,

Whereas, the Decatur Board of Education acknowledges and understands Robertson’s rationale for requesting an extension.

NOW THEREFORE. In consideration of the foregoing and for other good and lawful consideration, the parties hereby agree as follows: the Decatur public school district (District 61) and Robertson Charter School agree to extend the agreement by amending the charter agreement as follows:

- a. The “term” of the charter school agreement is here by extended by one year beginning July 1, 2021 and ending June 30, 2022,
- b. All other terms of the agreement not inconsistent herewith are unchanged and remain in effect.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by the duly authorized officers of the parties.

**BOARD OF EDUCATION OF
DECATUR SCHOOL DISTRICT NO. 61**

ROBERTSON CHARTER SCHOOL, INC.

By: _____
Dan Oaks
President

By: _____
Glenn Livingston
President

ATTEST:

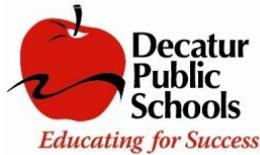
ATTEST:

By: _____

By: _____

Name: _____

Its: _____



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

Date: March 22, 2022	Subject: Five (5) Year Pepsi Agreement
Initiated By: Dr. Mike Curry, Chief Operational Officer	Attachments: Five Year Exclusive Pepsi Proposal Funding Breakdown
Reviewed By: Dr. Rochelle Clark, Superintendent and Bobbi Williams Interim Superintendent	

BACKGROUND INFORMATION:

The contract between the District and Pepsi expired last year. The District has had a longstanding relationship with Pepsi.

CURRENT CONSIDERATIONS:

Administration recommends approving the five (5) year agreement with Pepsi.

FINANCIAL CONSIDERATIONS:

The estimated agreement value is \$126,000.

STAFF RECOMMENDATION:

The Administration recommends that the Board approve the five (5) year Pepsi Agreement as presented.

RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____

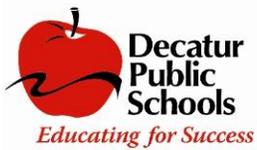
Decatur Public Schools 61



5 Year Exclusive Pepsi Proposal Funding Breakdown

- 1 time Payment - \$30,000
- \$5.00 per case annual rebate(est 2,500cs)- \$12,500 x 5 - \$62,500
- Full Service Vending Commission est \$3,000 x 5 - \$15,000
- 620 Annual Classroom calendars \$1700 x 5 - \$8,500
- Annual Product donations available \$1000 x 5 \$5,000
- Annual signage available \$1000 \$5000

- Estimated Agreement Value \$126,000



Board of Education Decatur Public School District #61

Date: March 22, 2022	Subject: Student Transportation Agreement – Three (3) year Agreement
Initiated By: Kimmy Taylor – Coordinator of Transportation	Attachments: Bid Tabulation
Reviewed By: Dr. Curry, Chief Operational Officer, Dr. Rochelle Clark, Superintendent, and Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

The District is in the final year of the three-year agreement with Alltown for student transportation services. Districts can elect to extend their existing transportation agreements for up to two additional years, if mutually agreed upon. This is covered in the Illinois School Code; section 105 ILCS 5/29-6.1 entitled Contracts for Transportation.

As such, the District elected to solicit bids for the District’s transportation services since the five year maximum had been attained.

CURRENT CONSIDERATIONS:

The district solicited bids from four (4) contractors. Only three (3) bidders attended the mandatory pre-bid meeting. First Student, Alltown, and Robinson Transport Inc. were in attendance. One (1) Contractor, Robinson Transport Inc. elected not to submit a bid.

Alltown has the lowest overall cost. Their base bid is \$6,134,445 lower than First Student. Additionally, in reviewing the proposed three-year average from field trips, athletic events etc., Alltown is approximately \$26,000 lower in cost than First Student. First Student did provide the lowest cost for summer school by approximately \$42,000 over the three-year term. Overall, Alltown’s three-year cost is significantly lower.

FINANCIAL CONSIDERATIONS:

Funding for this expenditure will be out of the transportation fund and would be within the proposed budget.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the award of a Three (3) year Agreement to Alltown Bus Service, Inc. the lowest bidder, at a base cost of \$4,522,608 (2022-23), \$4,698,000 (2023-24) and \$4,885,920 (2024-25) as presented.

RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____

BID OPENING

Charges for service hours and number of buses as shown below:

FEBRUARY 16, 2022
10:00AM

Decatur Public School District #61 is currently running 62 buses as a three (3) tier operation.

	<u>Current Cost</u> 2021-22 School Year	ALLTOWN			FIRST STUDENT				
		<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>		
1) Base Cost	\$0.00	4,522,608	4,698,000	4,885,920	\$ 14,106,528.00	6,548,542	6,745,060	6,947,371	20,240,973
2) Number of Buses	95	72	72	72		72	72	72	
3) Base Days	174	174	174	174		174	174	174	
4) Service Hours									
* For AM-PM Routes and Noon Early Childhood Runs	448	432	432	432		432	432	432	
* Other In-District Services Between AM and PM Routes (Hours not fully utilized daily are carried forward and may be used on succeeding days)	45	45	45	45		45	45	45	
5) Additional Service Hours	\$0/hour	\$ 46.00	\$ 47.75	\$ 49.75		\$ 60.34	\$ 62.15	\$ 64.01	
6) Decreasing Number of Buses (Credit)	\$0/day	\$ 361.00	\$ 375.00	\$ 390.00		\$ 450.90	\$ 464.43	\$ 478.36	
7) Increasing Number of Buses (Add)	\$0/day	\$ 361.00	\$ 375.00	\$ 390.00		\$ 450.90	\$ 464.43	\$ 478.36	
8) Addition to Existing Routes	\$0/hr.	\$ 42.00	\$ 43.75	\$ 46.50		\$ 54.56	\$ 56.20	\$ 57.89	
9) Field Trips, Athletic Trips, etc. (2 hour minimum)	\$0/hr.	\$ 62.50	\$ 64.50	\$ 67.00		\$ 66.86	\$ 68.87	\$ 70.94	
10) Attendant Charge	\$0/hr.	\$ 21.00	\$ 22.00	\$ 23.00		\$ 21.25	\$ 21.89	\$ 22.55	
11) Summer School Charge	\$0/hr.	\$ 361.00	\$ 375.00	\$ 390.00		\$ 112.73	\$ 116.11	\$ 119.59	

Initial: _____



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

Date: March 22, 2022	Subject: Lease Agreement between Decatur Public School District 61 and the Macon-Piatt Special Education District regarding the William Harris Campus
Initiated By: Dr. Mike Curry, Chief Operational Officer	Attachments: Lease Agreement between Decatur Public School District 61 and the Macon-Piatt Special Education District regarding the William Harris Campus
Reviewed By: Dr. Rochelle Clark, Superintendent and Bobbi Williams Interim Superintendent	

BACKGROUND INFORMATION:

The Macon-Piatt Special Education District (MPSED) offices have been housed at the Tech Academy.

CURRENT CONSIDERATIONS:

Administration is recommending that the Board approve a lease agreement that will move the MPSED offices from the Tech Academy building to Harris. The lease agreement period would be from July 1, 2022 and terminate on June 30, 2032. Per past practice, MPSED will not pay rent, but they would cover utilities and other expenses including the cost associated with day-to-day custodial services.

FINANCIAL CONSIDERATIONS:

Decatur Public School District 61 will submit an itemized statement to MPSED monthly for incurred expenses.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the attached Lease Agreement between Decatur Public School District 61 and the Macon-Piatt Special Education District.

RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____

**LEASE AGREEMENT BETWEEN
THE MACON-PIATT SPECIAL EDUCATION DISTRICT
AND DECATUR PUBLIC SCHOOL DISTRICT 61**

THIS AGREEMENT is entered into this 22nd day of March, 2022, by and between the Board of Education of Decatur Public Schools District 61 (hereinafter "DPS") and Macon-Piatt Special Education District (hereinafter "MPSED") for the lease of real property.

RECITALS

WHEREAS, DPS, a school district organized under The Illinois School Code is a body politic and corporate formed for the purpose of providing educational services to students within its boundaries;

WHEREAS, the MPSED is a special education joint agreement organized and existing pursuant to section 10-22.31 of The School Code;

WHEREAS, the MPSED is authorized to enter into agreements including the lease of facilities as necessary for the efficient and effective provision of services to students associated with the MPSED, including, but not limited to those attending Macon County, Piatt County, or Shelby County schools;

WHEREAS, Section 10-22.11 of The Illinois School Code (105 ILCS 5/10-22.11) authorizes DPS to lease real property to a body politic and corporate and MPSED is a body politic and corporate;

WHEREAS, under the terms of the Intergovernmental Cooperation Act, member districts created and operate under the Joint Agreement for the MPSED;

WHEREAS, Section 7.1 of the MPSED Joint Agreement requires the title in all property to be held by the administrative district;

WHEREAS, it is in the best interests of the students enrolled through the MPSED schools and DPS that facilities be available for use for alternative education;

WHEREAS, DPS owns real property, a portion of which is suitable for use as an alternative education facility and administrative offices;

WHEREAS, MPSED is in need of additional facilities for the provision of alternative education facilities for students residing in the member districts of MPSED; and

WHEREAS, DPS and MPSED desire to enter into a lease agreement for MPSED's use of DPS property for use as an alternative education facility and administrative offices.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the parties hereto enter into this Lease Agreement (“Agreement”), and agree as follows:

SECTION 1. LEASE OF PROPERTY

- A. DPS hereby leases to MPSED so that the MPSED shall have the exclusive use and possession of certain real property of DPS, which shall be referred to as the “premises” for purposes of this Agreement, and described as follows:
 - (1) The MPSED shall have the exclusive use of the William Harris School, located at 620 East Garfield, Decatur, Illinois. Said space shall be used for MPSED programs and administrative offices consistent with its statutory authority and for no other purpose. MPSED shall not allow any other entity use of the facilities without the express written permission of DPS.

- B. MPSED shall not be required to pay to DPS rent but shall be responsible for the payment of various expenses related to its usage as follows:
 - (1) MPSED shall be responsible for day-to-day maintenance of the premises to keep it reasonably consistent with its condition as of the commencement of the Lease, however MPSED shall not be responsible for replacement or major repairs of building systems or structure, which shall remain the responsibility of DPS. MPSED shall also be responsible for the payment of all utilities used by MPSED at the premises as well as telephone and technology needs associated with its usage as provided in Section 3 below. MPSED shall also be responsible for its own staffing expenses.

- C. DPS shall provide the premises in compliance with all laws and in good condition including a new roof.

- D. MPSED shall be responsible for the cost of day-to-day custodial services specific to program location. DPS shall staff general custodial and maintenance services to the Premises in a manner consistent with the manner in which services are staffed to other DPS facilities pursuant to its contract(s) with Service Employees International Union Local #73 (SEIU), and if applicable MPSED shall also reimburse DPS for the cost of same as provided in Section 3 below.

- E. To the extent MPSED desires to install any improvements and/or alterations, such items shall be subject to the prior approval of DPS, which shall not be unreasonably withheld, conditioned or delayed. The cost of any such improvements and/or alterations shall be shared among the member districts of MPSED.

- F. The parties further agree that rent includes classroom technology equipment (Promethean boards) currently located within classroom spaces of the leased premises. Existing equipment will remain; however, DPS shall not be responsible for replacement or maintenance of such equipment. The building is currently attached to the DPS Wide Area Network (WAN). DPS shall provide necessary switches and internet access to the MSPED programs, which shall also have access to the DPS WAN.
- G. The lease period for the premises shall consist of a period of ten years, beginning July 1, 2022, and terminating June 30, 2032. At the end of the lease term or any extension thereof, MPSED shall return the premises to DPS in the same condition the premises were in at the beginning of the lease term, ordinary wear and tear and casualty excepted.

SECTION 2. ANNUAL EXPENSES

- A. MPSED shall pay to DPS postage related expenses incurred by DPS for the benefit of MPSED.

SECTION 3. INCURRED EXPENSES

- A. MPSED and DPS agree that DPS may incur additional expenses as a result of MPSED's use of the premises. MPSED agrees to reimburse DPS for the following expenses:
 - (1) Technical Support from Management Information Services (IT) at the current determined rate per hour;
 - (2) Equipment purchases for technology repairs;
 - (3) Telephone charges (phone/facsimile)
 - (4) Custodial services, including services provided day-to-day in the ordinary course of business. Services in excess of services provided day-to-day in the ordinary course of business, shall be paid at a rate commensurate with contractual language found in Appendix B and Overtime Subsection of the applicable year SIEU-A/DPS61 Contract.
 - (5) Maintenance services, in excess of services provided day to day in the ordinary course of business, shall be paid at a rate commensurate with contractual language found in Wage Schedule A and Overtime Subsection of the applicable year SIEU-B/DPS61 Contract.
- B. DPS will submit an itemized statement to MPSED monthly for incurred expenses, and payment shall be made by MPSED to DPS within sixty (60) days of receipt of the statement.

SECTION 4. INSURANCE

- A. MPSED shall attempt to obtain and maintain insurance coverage related to the premises and the employees working therein as follows:
- (1) General Liability Insurance: MPSED shall obtain and maintain during the term of this Agreement general liability insurance insuring DPS against or naming DPS an additional insured with respect to third party liability, employment practices liability, bodily injury, personal injury and property damage, in an amount not less than \$3,000,000.00 combined single limit per occurrence.
 - (2) Workers' Compensation and Employers Liability: MPSED will provide Worker's Compensation for its employees in the amount of \$1,000,000.00 per accident and \$1,000,000.00 per occurrence. DPS will provide Worker's Compensation coverage for DPS employees performing any work on the premises described herein.
- B. With regard to said insurance policies:
- (1) MPSED shall include DPS, its officers, officials, agents, volunteers, and employees to be covered as additional insured as respects liability arising out of any negligent or wrongful act or omission of MPSED or any MPSED employee providing services in, on or related to the premises, including a waiver of subrogation in favor of DPS.
 - (2) DPS shall maintain a current insurance policy in the amount of \$1,000,000.00 for the liability (naming MPSED as additional insured in an equivalent manner as provided in B (1) above) and fire protection for the building as well as replacement value casualty insurance on the building, containing a waiver of subrogation in favor of MPSED.
 - (3) MPSED and DPS shall each furnish certificates of the insurance and/or coverage in place as required herein to the other upon execution of this Agreement, including a 90 day notice of cancellation or reduction in limits.
 - (4) Notwithstanding the foregoing, it is possible that MPSED may not be able to obtain a separate insurance policy in compliance with the requirements contained herein. If that is the case, DPS will provide such coverage and additional insured status to MPSED, and the increase in premium, if any, due to the insurance coverages described in Section 4(A) will be reimbursed by MPSED.

SECTION 5. INDEMNIFICATION AND HOLD HARMLESS

- A. To the fullest extent permitted by law and subject in all events to the Illinois Tort Immunity Act and the Tort Liability of Schools Act, MPSED and DPS shall protect, indemnify, save, defend and hold harmless the other, including its officers, agents, volunteers, employees, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorney and paralegal fees, court costs and expert expenses), which one may become obligated by reason of any accident, injury or death of persons, or loss of or damage to property arising indirectly or directly in connection with the negligent or wrongful act of the indemnifying party's employee and/or student under this agreement.

SECTION 6. BENEFIT OF THE PARTIES

- A. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
- B. Nothing in this Agreement shall be construed to create employment rights of the employees of either MPSED or DPS in connection with or within the scope of this Agreement. This Agreement shall not create any rights or obligations in either MPSED or DPS other than expressly provided herein. This Agreement is not a joint venture and no relationship between MPSED and DPS other than expressly provided herein is intended or implied.

SECTION 7. TECHNICAL CLAUSES

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

To DPS:

President, Board of Education
Decatur School District No. 61
Keil Administrative Center
101 W. Cerro Gordo Street
Decatur, Illinois 62523

To MPSED:

Director of Special Education
Macon-Piatt Special Education District
335 E. Cerro Gordo St.
Decatur, Illinois 62523

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

- C. **Copies of Agreement.** This Agreement may be executed in one (1) or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

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

- E. **Jurisdiction.** This Agreement has been executed in the State of Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.

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

- G. **Advice of Counsel.** Both parties have had the opportunity to obtain and have had the advice of counsel in the development and prior to the execution of this Agreement.

Entered this ____ day of March ____, 2022.

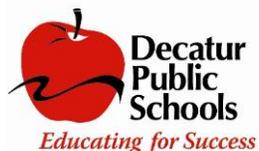
President, Board of Education



Macon- Piatt Special Education District

Attest:

Secretary, Board of Education
Decatur Public School District 61



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

Date: March 22, 2022	Subject: E-Rate Purchase
Initiated By: Maurice Payne, Director of Information Technology	Attachments: E-Rate Purchase – Presidio Quote
Reviewed By: Bobbi Williams, Interim Superintendent and Dr. Rochelle Clark, Superintendent	

BACKGROUND INFORMATION:

E-Rate is a program that provides funding for school district to upgrade infrastructure to support internet connectivity for the district and student devices. E-Rate will pay 85% of eligible expenses, with the district being responsible for the remaining 15%.

CURRENT CONSIDERATIONS:

The high school network switches need an upgrade. These Cisco layer 1 switches connect the buildings to the outside internet and the DPS data center. This E-Rate purchase will upgrade the remaining wireless access points across the district. The purchase also will include licensing and support for the switches and wireless access points.

FINANCIAL CONSIDERATIONS:

Presidio will bill USAC for the E-Rate eligible portion in the amount of \$247,350.99. The district is responsible to pay 15% of E-Rate expenses, which is \$43,650.18.

The total cost of the project is \$291,001.17, which will come from the FY22 Information Technology budget.

STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the E-Rate Purchase in the amount of \$291,001.17 as presented.

RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____

**CONTRACT FOR SERVICES AND/OR PRODUCTS FOR
E-RATE YEAR 2022-2023**

	SERVICE PROVIDER "PROVIDER"	SCHOOL DISTRICT "APPLICANT"
Company Name:	Presidio Networked Solutions Group	Decatur Public School District 61
Contact Name:	Tadd Gerst	Maurice Payne
SPIN:	143005378	
Address:	401 SW Water Street – S 601	101 W Cerro Gordo St
City, State, ZIP	Peoria, IL 61602	Decatur, IL 62523
Phone Number:		
Contract Awarded On:	3/8/22	

The **Applicant** and **Provider** sign this document for the purchase of eligible equipment and services as part of the E-Rate Year 2022 effort. Provider was selected based on Provider's response to Applicant's RFP, or on the basis of a qualifying Form 470. Applicant intends to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services.

The purchase of the eligible equipment and/or services described are expressly subject to, and conditioned on, satisfaction of all the following conditions:

- (i) USAC approval of Applicant's request for funding through a formal Funding Commitment Decision Letter;
- (ii) Applicant's formal acceptance of the USAC approved funding; and
- (iii) Board Approval as required

Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. The term of this contract shall commence on:

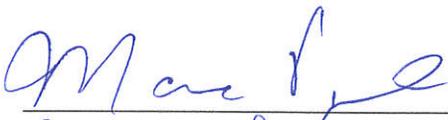
July 1, 2022 and shall terminate on June 30, 2023 for recurring services.
 July 1, 2022 and shall terminate on September 30, 2023 for non-recurring services
 (or Service Delivery/Contract Extension Date as approved by USAC).

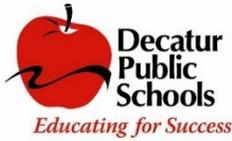
Total costs of the goods and services shall not exceed SLD Pre-Discount Amount of \$ 291,001.17

FOR SERVICE PROVIDER

FOR APPLICANT

SPIN: _____
Signature: _____
Print Name: _____
Title: _____
Date: 3/8/22

Signature: 
Print Name: Maurice Payne
Title: Director of IT
Date: 3/8/22



Board of Education Decatur Public School District #61

Date: March 22, 2022	Subject: Materials for Door & Window Replacement at Pershing Early Learning Center and South Shores Elementary
Initiated By: Kent Metzger, Director of Buildings and Grounds	Attachments: Bid Tabulation Letter and Form from BLDD Architects dated March 15, 2022
Reviewed By: Michael Curry, Chief Operating Officer; Dr. Rochelle Clark, Superintendent and Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

DPS has initiated a series of projects to replace windows and doors at buildings on a continuing and ongoing basis. The work is performed by DPS Buildings and Grounds maintenance staff. The materials are bid through appropriate vendors.

CURRENT CONSIDERATIONS:

The supplies covered by these bids provides window glazing, window framing, doors and accessories for materials for **Pershing Early Learning Center** and South Shores Elementary. DPS staff will be performing the removal of existing windows and doors and the replacement of those items. A sole bid was received from B&B Glass for Bid Packages A (Aluminum Entrance and Storefronts), Alternate Bid A-1 (BR Entrance Doors and Frames), and Bid Package C (Translucent Wall Assemblies). A sole bid was received from Security Door & Hardware for Bid Package B (Hollow Metal Doors and Frames). No bids were received for Bid Package D (Roller Window Shades). Bid results are attached.

FINANCIAL CONSIDERATIONS:

Materials covered by these bids will be paid for under CARES 2 Funding.

STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education accept and approve the bids from B&B Glass of Decatur, IL for Bid Packages A (Aluminum Entrance and Storefronts) and Bid Package C (Translucent Wall Assemblies) for a total contract amount of \$634,850.00, and the bid from Security Door & Hardware for Bid Package B (Hollow Metal Doors and Frames) for the total contract amount of \$22,900.00. **Please note: The Administration is not seeking acceptance for Alternate Bid A-1 as it is considered to not be cost and time effective due to supply chain issues.**

RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____



March 15, 2022

Decatur Public School District 61
101 W. Cerro Gordo Street
Decatur, IL 62523

Re: Door & Window Replacement
Pershing Early Learning Center and South Shores Elementary School
BLDD Project # 216EX40.404.1
BID TABULATION

Enclosed is a Bid Tabulation Form showing the results of the bids opened on 3/15/2022 for the above-referenced project. We have reviewed the bids of B&B Glass and Security Door and Hardware, and they appear to be in order. Delivery times will be coordinated with Building & Grounds

Please advise if the Owner intends to accept the Bids as submitted by the contractor shown below as the apparent low bidder for each bid package. Note that these are material only bids.

Bid Package	Low Bid	Apparent Low Bidder
BP A: Aluminum Entrances and Storefronts	\$535,650	B&B Glass
BP A-1: Ballistic Resistant Entrance Doors and Frames	\$129,300	B&B Glass
BP B: Hollow Metal Doors and Frames	\$22,900	Security Door & Hardware
BP C: Translucent Wall Assemblies	\$99,200	B&B Glass
BP D: Roller Window Shades	No Bid	-

We also recommend maintaining a construction contingency of approximately 5% of the bid amount to cover unforeseen conditions that may occur during construction.

Please notify us of the board's actions concerning this bid, as well as your time frame for establishing a pre-construction conference and issuing a Notice to Proceed.

Sincerely,
BLDD Architects, Inc.

Kimberly A. Kurtenbach, AIA, NCARB, LEED AP®, REFP
Associate

enclosure

cc: file

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Bid Tabulation Form

DATE: 3/15/2022

TIME: 10:00 a.m.

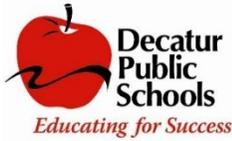
PROJECT NAME: Door & Window Replacement: Pershing Early Learning Center and South Shores Elementary School

CLIENT: Decatur Public School District #61

LOCATION: via zoom

BLDD PROJECT: 216EX40.404.1

Contractor	Bid Bond	Addendum 001 Received		Bid Package A Aluminum Entrance and Storefronts	Alt. Bid A-1 Ballistic Resistant Entrance Doors and Frames	Bid Package B Hollow Metal Doors and Frames	Bid Package C Translucent Wall Assemblies	Bid Package D Roller Window Shades	Total
B&B Glass	5%	Yes		\$535,650.00	\$129,300.00	No Bid	\$99,200.00	No Bid	\$764,150.00
Security Door & Hardware	5%	Yes		No Bid	No Bid	\$22,900.00	No Bid	No Bid	\$22,900.00



Board of Education Decatur Public School District #61

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The supplies covered by these bids provides window glazing, window framing, doors and accessories for materials for Pershing Early Learning Center and **South Shores Elementary**. DPS staff will be performing the removal of existing windows and doors and the replacement of those items. A sole bid was received from B&B Glass for Bid Packages A (Aluminum Entrance and Storefronts), Alternate Bid A-1 (BR Entrance Doors and Frames), and Bid Package C (Translucent Wall Assemblies). A sole bid was received from Security Door & Hardware for Bid Package B (Hollow Metal Doors and Frames). No bids were received for Bid Package D (Roller Window Shades). Bid results are attached.

FINANCIAL CONSIDERATIONS:

Materials covered by these bids will be paid for under CARES 2 Funding.

STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education accept and approve the bids from B&B Glass of Decatur, IL for Bid Packages A (Aluminum Entrance and Storefronts) and Bid Package C (Translucent Wall Assemblies) for a total contract amount of \$634,850.00, and the bid from Security Door & Hardware for Bid Package B (Hollow Metal Doors and Frames) for the total contract amount of \$22,900.00. **Please note: The Administration is not seeking acceptance for Alternate Bid A-1 as it is considered to not be cost and time effective due to supply chain issues.**

RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____



March 15, 2022

Decatur Public School District 61
101 W. Cerro Gordo Street
Decatur, IL 62523

Re: Door & Window Replacement
Pershing Early Learning Center and South Shores Elementary School
BLDD Project # 216EX40.404.1
BID TABULATION

Enclosed is a Bid Tabulation Form showing the results of the bids opened on 3/15/2022 for the above-referenced project. We have reviewed the bids of B&B Glass and Security Door and Hardware, and they appear to be in order. Delivery times will be coordinated with Building & Grounds

Please advise if the Owner intends to accept the Bids as submitted by the contractor shown below as the apparent low bidder for each bid package. Note that these are material only bids.

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BP D: Roller Window Shades	No Bid	-

We also recommend maintaining a construction contingency of approximately 5% of the bid amount to cover unforeseen conditions that may occur during construction.

Please notify us of the board's actions concerning this bid, as well as your time frame for establishing a pre-construction conference and issuing a Notice to Proceed.

Sincerely,
BLDD Architects, Inc.

Kimberly A. Kurtenbach, AIA, NCARB, LEED AP®, REFP
Associate

enclosure

cc: file

H:\C\216EX40.404 DPS Phased Door & Window Replacement\Correspondence\Owner\Parsons & South Shores\216EX04.404.1 Parsons & South Shores-Bid Tab Ltr.docx



Bid Tabulation Form

DATE: 3/15/2022

TIME: 10:00 a.m.

PROJECT NAME: Door & Window Replacement: Pershing Early Learning Center and South Shores Elementary School

CLIENT: Decatur Public School District #61

LOCATION: via zoom

BLDD PROJECT: 216EX40.404.1

Contractor	Bid Bond	Addendum 001 Received		Bid Package A Aluminum Entrance and Storefronts	Alt. Bid A-1 Ballistic Resistant Entrance Doors and Frames	Bid Package B Hollow Metal Doors and Frames	Bid Package C Translucent Wall Assemblies	Bid Package D Roller Window Shades	Total
B&B Glass	5%	Yes		\$535,650.00	\$129,300.00	No Bid	\$99,200.00	No Bid	\$764,150.00
Security Door & Hardware	5%	Yes		No Bid	No Bid	\$22,900.00	No Bid	No Bid	\$22,900.00

TOPIC	DISCUSSION	ACTION
	<p>President Oakes asked if any written comments had been received or if anyone wanted to present written comments. None was received and none was presented.</p>	
	<p>President Oakes asked if anyone wished to speak on this subject. No one asked to speak.</p>	
	<p>President Oakes asked if any Board Members wanted to comment and/or submit written testimony on this subject. None was received and no one asked to speak.</p>	
	<p>President Oakes noted he had given an opportunity for public participation, oral and written testimony, and then declared the public hearing closed at 6:34 PM.</p>	
<p>Open Session Continued</p>	<p>President Oakes noted that the Board of Education had been in Closed Executive Session to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body, the purchase or lease of real property for the use of the public body and discussion of collective negotiating matters between the Board and representatives of its employees. No action was taken during Closed Executive Session.</p>	<p>Information only.</p>
<p>Pledge of Allegiance</p>	<p>President Oakes led the Pledge of Allegiance.</p> <p>President Oakes stated to the listening audience, “Because of the COVID 19 crisis and the Governor’s disaster declarations, this meeting was not fully open. A fully in-person meeting was not practical or prudent because of COVID 19.”</p>	
<p>Approval of Agenda, March 08, 2022</p>	<p>Superintendent Clark recommended the Board approve the March 08, 2022 Open Session Board Meeting Agenda as presented.</p> <p>Dr. Collins-Brown moved to approve the recommendation, seconded by Vice President Taylor. All were in favor.</p>	<p>Agenda was approved as presented.</p>
<p>District Highlights</p>	<p>Maria Robertson, Director of Community Engagement, recognized the students who won the City of Decatur Dr. Martin Luther King Jr. Black History contest. These students creatively composed poems, essays, art work or directed a short film. The theme was “<i>Celebrating the Civil Rights Movement.</i>”</p> <p>Maria Robertson, Director of Community Engagement, recognized the Macon County DPS spelling bee participants. American Dreamer STEM Academy student Sophia Jordan will represent the District at the Regional Spelling Bee on Saturday, March 12, 2022. There will be only one winner from the Regionals and if she advances, the National Spelling Bee would be next.</p> <p>Jeff Dase, Assistant Superintendent of P12 Teaching and Learning, noted that the Golden Apple Foundation recognizes strong leaders and exceptional principals with the “outstanding principal award” also known as the “Golden Apple Award of Excellence in Leadership.”</p>	<p>Information only.</p>

TOPIC	DISCUSSION	ACTION
Public Participation	<p>Cordell Ingram, MacArthur High School Principal, was a finalist. Principal Ingram appreciated the nomination for this award. He felt that there was always room to learn and that school culture and climate sets the tone. He was honored to serve the District and the community and noted that a group of visitors will be coming from Chicago towards the end of the month to interview DPS students and staff members.</p> <p>President Oakes noted that during Public Participation, the Board of Education asked for the following:</p> <ul style="list-style-type: none"> ● Identify oneself and be brief. ● Any public comments received will be read during this time. ● Comments should be limited to 3 minutes. 	Information only.
	<p>For our listening audience, please note that during any Board of Education meeting and public participation, Board Members do NOT respond and/or comment to public comments; ALL COMMENTS ARE REFERRED TO ADMINISTRATION. Furthermore, the Board refrains from referring to specific students or staff members by name, and requests that public commenters refrain from doing so as well. The request that you omit names was made to protect you from allegations of libel or slander or from violations of the Illinois School Student Records Act. It was not intended to shield an employee from criticism.</p>	
	<p>Lorine Gaddy, EHS Parent, spoke to the Board regarding issues and the numerous suspensions previously given to her daughter. She is an A/B student when in school, but when she was not in school, her grades would decline. Ms. Gaddy had spoken to several staff members regarding her daughter’s issues, but no success with a resolution. Ms. Gaddy also recognized that her daughter had issues as well.</p>	
	<p>Dr. Priscilla Palmer, RCC employee and a member of Delta Sigma Theta Incorporated Sorority, spoke to the Board regarding the “Principal for a Day.” She thanked Principal Prange and noted that there were some excellent things going on at Johns Hill. For those who down the District, they should visit our schools to see what was really going on. Delta Sigma Theta Incorporated also visited some classrooms and would like to continue. Dr. Palmer plans to volunteer at Johns Hill and noted the importance of education for our students.</p>	
	<p>Professor Evyonne Hawkins, RCC employee and a member of Delta Sigma Theta Incorporated Sorority, spoke to the Board regarding the “Principal for a Day.” She thanked everyone for allowing them the opportunity to visit the schools. Professor Hawkins visited William Harris Learning Academy. Principal Morrison welcomed her and she enjoyed watching the re-enactment of Black History events by the students. She also realized that the teacher shortage was real.</p>	
	<p>Professor Hawkins also read a letter from Dr. Jarmese Sherrod, who thanked DPS for allowing them to be “Principal for a Day.”</p>	

TOPIC	DISCUSSION	ACTION
	<p>Dr. Sherrod is a member of Alpha Kappa Alpha Incorporated Sorority and would like for this to take place again in the future. Dr. Sherrod was allowed to be creative during classroom visits and realized what it took to be a principal. She recognized Dr. Amy Zahm, Principal of Eisenhower High School, leadership. Dr. Sherrod looks forward to participating again along with other community leaders.</p>	
	<p>Please see the other attached letter that were read during public participation.</p>	
<p>Student Ambassadors Board Discussion</p>	<p>No report at this time.</p> <p>Dr. Collins-Brown noted that it was brought to his attention that there was a compressor down at Johns Hill and five leaks in the roof. Superintendent Clark replied that administration would follow-up and report back to the Board of Education.</p>	<p>Information only.</p> <p>Information only.</p>
<p>Reports from Admins Andreas Ag Academy</p>	<p>Zach Shields, Executive Director of the Decatur Public Schools Foundation, shared the purpose of the foundation and presented an Andreas Ag Academy report/update (attached).</p>	<p>Information only.</p>
<p>LEAD 180</p>	<p>Jeff Dase, Assistant Superintendent of P12 Teaching and Learning, introduced representatives from LEAD 180, who presented an update on the partnership with Decatur Public Schools (attached).</p>	<p>Information only.</p>
<p>Starks Consulting</p>	<p>Jeff Dase, Assistant Superintendent of P12 Teaching and Learning, introduced representatives from Starks Consulting, who presented an update on the partnership with Decatur Public Schools (attached).</p>	<p>Information only.</p>
<p>Consent Items</p>	<p>Superintendent Clark recommended the Board approve the Consent Items as presented:</p> <ul style="list-style-type: none"> A. Minutes: Open/Closed Session Meetings February 22, 2022 B. Freedom of Information Report C. Bills D. Job Description: Assistant Superintendent (update) 	<p>Consent Items were approved as presented.</p>
	<p>Mrs. Lewis moved to approve the recommendation, seconded by Vice President Taylor. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Scheider, Oakes, Collins-Brown, Taylor, Banks, Lewis Nay: None Absent: Dion Roll Call Vote: 6 Aye, 0 Nay, 1 Absent</p>	
<p>Possible Discipline or Dismissal</p>	<p>For the record, Roll Call Item A. Possible Discipline or Dismissal of a Custodial Employee was pulled from the March 08, 2022 Open Session Board Meeting Agenda.</p>	<p>Information only.</p>

TOPIC	DISCUSSION	ACTION
Personnel Action Items	<p>Superintendent Clark recommended the Board Approve the Personnel Action Items listed in the Memo from Jason Hood, Director of Human Resources, as presented.</p> <p>Dr. Collins-Brown moved to approve the recommendation, seconded by Mrs. Lewis. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Taylor, Collins-Brown, Lewis, Scheider, Banks, Oakes Nay: None Absent: Dion Roll Call Vote: 6 Aye, 0 Nay, 1 Absent</p>	<p>Motion carried. Personnel Action Items were approved as presented.</p>
Employment Contract for Assistant Superintendent	<p>Superintendent Clark recommended the Board Approve the Employment Contract for Assistant Superintendent Dr. Jay Marino as presented.</p> <p>Vice President Taylor moved to approve the recommendation, seconded by Dr. Collins-Brown. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Banks, Scheider, Oakes, Collins-Brown, Taylor, Lewis Nay: None Absent: Dion Roll Call Vote: 6 Aye, 0 Nay, 1 Absent</p>	<p>Motion carried. Assist. Supt. Contract for Dr. Jay Marino was approved as presented.</p>
Decatur Public School District 61 2022-2023 School Calendar	<p>Superintendent Clark recommended the Board Approve the Decatur Public School District 61 2022-2023 School Calendar as presented.</p> <p>Mrs. Lewis moved to approve the recommendation, seconded by Dr. Collins-Brown. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Oakes, Collins-Brown, Scheider, Lewis, Taylor, Banks Nay: None Absent: Dion Roll Call Vote: 6 Aye, 0 Nay, 1 Absent</p>	<p>Motion carried. DPS 61 2022-2023 School Calendar was approved as presented.</p>
Roofing Contract for MacArthur High School	<p>Superintendent Clark recommended the Board Approve the Roofing Contract for MacArthur High School as presented.</p> <p>Vice President Taylor moved to approve the recommendation, seconded by Mr. Scheider. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Collins-Brown, Banks, Oakes, Lewis, Scheider, Taylor Nay: None Absent: Dion Roll Call Vote: 6 Aye, 0 Nay, 1 Absent</p>	<p>Motion carried. Roofing Contract for MHS was approved as presented.</p>
Roofing Contract for Pershing Early Learning Center	<p>Superintendent Clark recommended the Board Approve the Roofing Contract for Pershing Early Learning Center as presented.</p> <p>Dr. Collins-Brown moved to approve the recommendation, seconded by Ms. Banks. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Lewis, Scheider, Banks, Collins-Brown, Taylor, Oakes</p>	<p>Motion carried. Roofing Contract for Pershing was approved as presented.</p>

TOPIC	DISCUSSION	ACTION
Roofing Contract for South Shores Elementary School	<p>Nay: None Absent: Dion Roll Call Vote: 6 Aye, 0 Nay, 1 Absent</p> <p>Superintendent Clark recommended the Board Approve the Roofing Contract for South Shores Elementary School as presented.</p> <p>Dr. Collins-Brown moved to approve the recommendation, seconded by Mrs. Lewis. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Banks, Lewis, Collins-Brown, Scheider, Taylor, Oakes Nay: None Absent: Dion Roll Call Vote: 6 Aye, 0 Nay, 1 Absent</p>	<p>Motion carried. Roofing Contract for South Shores was approved as presented.</p>
Bid for the IP Intercom Speaker	<p>Superintendent Clark recommended the Board Approve and Award the Bid for the IP Intercom Speaker as presented.</p> <p>Ms. Banks moved to approve the recommendation, seconded by Mrs. Lewis. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Collins-Brown, Lewis, Taylor, Scheider, Banks, Oakes Nay: None Absent: Dion Roll Call Vote: 6 Aye, 0 Nay, 1 Absent</p>	<p>Motion carried. Bid for the IP Intercom Speaker was approved as presented.</p>
Resolutions for Decatur Public School District 61	<p>President Oakes noted that Superintendent Clark would bring Resolution Recommendations regarding Reduction in Force (RIF) to the Board of Education from Decatur Public School District 61.</p> <p>Mr. Scheider noted that he did not understand the RIF process and concept; the District was not currently fully staffed. He was horrified by the concept and noted that the District needs to encourage and retain staff. Deanne Hillman, Director of Labor Relations, replied that the District was not RIF-ing teachers. The RIF was for teaching assistants who were hired specifically for class size for the 2021-2022 school year; they also have “call-back rights” in positions that were suited for them as appropriate. The people with “call-back rights” were from resolutions 1, 2 and 7 in the Open Session Board packet. Attorney Braun noted that the “re-call rights” would allow a person into a position for which he or she was qualified; these were functionally necessary RIFs because of the structure of the District.</p> <p>The Board of Education continued discussions with Attorney Braun and Mrs. Hillman.</p> <p>Dr. Collins-Brown asked if the RIFs could be tabled because he was not clear. Attorney Braun replied there was a time limit, which was 30 days before the end of the school year.</p>	<p>Information only.</p>

TOPIC _____ DISCUSSION _____ ACTION _____

Mr. Scheider moved to table until the next Board meeting (03/22/22). He asked for more clarification because the Board needed to discuss teaching assistants in the classrooms and the policy.

Superintendent Clark noted that detailed information was given to the Board of Education prior to the meeting for review.

Mrs. Lewis noted that there could be penalties associated with the resolutions if the District chose not to proceed. A procedural discussion could take place in the future.

Attorney Braun noted that the delivery date timeline for educational support employees was 30 days and licensed employees was 45 days before the end of the school year. If the District does not meet the deadline, the employee will be automatically re-hired.

Superintendent Clark recommended the District move forward with the resolutions.

Attorney Braun noted that since he's been on the legal team, the District had always done RIFs each year.

TABLE RIF Resolutions (1-7)

Mr. Scheider motioned to table the RIF resolutions, seconded by Dr. Collins Brown.

Motion to TABLE the RIF Resolutions (1-7) was denied.

The Board of Education continued discussing.

Mrs. Lewis noted that it was the recommendation of the Superintendent to move forward with the RIF resolutions because this was the reality.

The Board of Education continued discussing.

Information was sent to the Board of Education on February 25, 2022.

Attorney Braun noted that this was a routine process that happens yearly.

Mr. Scheider noted that he was concerned with the concept and that was why he motioned to table.

Ms. Bradford, Board Secretary, noted that there was a motion on the floor to table Letter I (Decatur Public School (DPS) District 61 Resolutions) until the March 22, 2022 Board of Education meeting.

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

Aye: Scheider, Collins-Brown

Nay: Lewis, Oakes, Banks, Taylor

Absent: Dion

Roll Call Vote: 2 Aye, 4 Nay, 1 Absent

TOPIC	DISCUSSION	ACTION
DPS Reduction in Force Resolutions	<p>The Board of Education and Superintendent Clark continued with the DPS Reduction in Force (RIF) Resolutions.</p> <p>Superintendent Clark noted that the following DPS Resolutions (1-7) were pertaining to the Reduction in Force regarding Honorable Dismissals, Honorable Reductions (restructuring and hours), Dismissals and Discontinuation of Certain Extra-duty/Stipends and Duties.</p>	
Resolution #1	<p><u>Decatur Public School District 61</u></p> <p>Superintendent Clark recommended that the Board adopt the “Two (2) Resolutions regarding the Honorable Dismissal of six (6) Certain Educational Support Personnel Employees: NICOLE CAREY, TANDYA SMITH, BRANDY O’CONNOR, GABRIELLE CALHOUN, SHERRI GOODWIN AND MACIE MOWRY as presented.”</p>	<p>Resolution #1 Two Resolutions were adopted as presented.</p>
	<p>Ms. Banks moved to approve the recommendation, seconded by Mrs. Lewis.</p>	
	<p>Mr. Scheider asked to discuss the number of teaching assistant allotted in classrooms, per the current School Board Policy at the next Board of Education meeting. He wants to discuss changes to the current policy.</p>	
	<p>Ms. Bradford, Board Secretary, explained the difference between action items versus discussion items to Mr. Scheider for clarity.</p>	
	<p>Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Taylor, Banks, Oakes, Lewis Nay: Scheider Abstain: Collins-Brown Absent: Dion Roll Call Vote: 4 Aye, 1 Nay, 1 Absent, 1 Abstain</p>	
Resolution #2	<p>Superintendent Clark recommended that the Board adopt the “Two (2) Resolutions regarding the Honorable Dismissal of four (4) Certain Educational Support Personnel Employees: ALLIE HAMMEL, KELLIE MARLOW, JESSICA HERBERT AND JADAWN BRYANT as presented.”</p>	<p>Resolution #2 Two Resolutions were adopted as presented.</p>
	<p>Ms. Banks moved to approve the recommendation, seconded by Mrs. Lewis.</p>	
	<p>Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Taylor, Lewis, Oakes, Banks Nay: Scheider Abstain: Collins-Brown Absent: Dion Roll Call Vote: 4 Aye, 1 Nay, 1 Absent, 1 Abstain</p>	

TOPIC	DISCUSSION	ACTION
Resolution #3	<p>Superintendent Clark recommended that the Board adopt the “Two (2) Resolutions regarding the Honorable Reduction of two (2) Certain Educational Support Personnel Employees: COURTNEY TRAEGER AND MEGAN MEYRICK as presented.”</p> <p>Vice President Taylor moved to approve the recommendation, seconded by Ms. Banks. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Oakes, Banks, Lewis, Taylor Nay: Scheider Abstain: Collins-Brown Absent: Dion Roll Call Vote: 4 Aye, 1 Nay, 1 Absent, 1 Abstain</p>	<p>Resolution #3 Two Resolutions were adopted as presented.</p>
Resolution #4	<p>Superintendent Clark recommended that the Board adopt the “Two (2) Resolutions regarding the Dismissal of two (2) Professional Educator Licensed (“PEL”) Employees: CRAIG FLOWERS AND JACI CECIL as presented.”</p> <p>Ms. Banks moved to approve the recommendation, seconded by Mrs. Lewis. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Oakes, Taylor, Lewis, Banks Nay: Scheider Abstain: Collins-Brown Absent: Dion Roll Call Vote: 4 Aye, 1 Nay, 1 Absent, 1 Abstain</p>	<p>Resolution #4 Two Resolutions were adopted as presented.</p>
Resolution #5	<p>Superintendent Clark recommended that the Board adopt the “One (1) Resolution regarding the Decision to Discontinue Certain Extra-Duty/Stipends and Duties of one (1) Educational Support Staff Employee: BRYCE LYN as presented.”</p> <p>Ms. Banks moved to approve the recommendation, seconded by Vice President Taylor. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Banks, Lewis, Oakes, Taylor Nay: Scheider Abstain: Collins-Brown Absent: Dion Roll Call Vote: 4 Aye, 1 Nay, 1 Absent, 1 Abstain</p>	<p>Resolution #5 One Resolution was adopted as presented.</p>
Resolution #6	<p>Superintendent Clark recommended that the Board adopt the “Two (2) Resolutions regarding the Decision to Discontinue Certain Extra Duty/Stipends and Duties of two (2) Employees of the District: ROBYN PAYNE AND BRANDAN ABBOTT as presented.”</p> <p>Ms. Banks moved to approve the recommendation, seconded by Mrs. Lewis. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Lewis, Taylor, Banks, Oakes Nay: Scheider Abstain: Collins-Brown</p>	<p>Resolution #6 Two Resolutions were adopted as presented.</p>

____TOPIC_____DISCUSSION_____ACTION_____

Absent: Dion

Roll Call Vote: 4 Aye, 1 Nay, 1 Absent, 1 Abstain

Resolution #7

Superintendent Clark recommended that the Board adopt the “One (1) Resolution regarding the Honorable Dismissal of one (1) Certain Educational Support Personnel Employee: MORGAN RINGEL as presented.”

Resolution #7
One Resolution was adopted as presented.

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

Aye: Oakes, Banks, Lewis, Taylor

Nay: Scheider

Abstain: Collins-Brown

Absent: Dion

Roll Call Vote: 4 Aye, 1 Nay, 1 Absent, 1 Abstain

Announcements

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

Information only.

Robert “Bobby” Lee Ingram Jr., who passed away Thursday, February 17, 2022. Mr. Ingram was the father of Cordell Ingram, Principal at MacArthur High School.

Important Dates

March 23 Summer School Registration Closes (Extended)
11 Parent/Teacher Conferences **NO SCHOOL FOR STUDENTS**
14 – 18 Spring Break Week
– **NO School for Students and District Offices are Open**

Information only.

NEXT MEETING

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, March 22, 2022 at the Keil Administration Building.

Adjournment

President Oakes asked for a motioned to adjourn. Vice President Taylor motioned, seconded by Mrs. Lewis. All were in favor.

Board adjourned at 8:24 PM.

Dan Oakes, President

Melissa Bradford, Board Secretary

From: Leara Evans <learaevans@yahoo.com>

Date: February 21, 2022 at 12:26:11 PM CST

To: Danoakesjr@comcast.net, kcollins-brown@dps61.org, Jason Dion <JDion@dps61.org>, abanks@dps61.org, asheider@dps61.org, ataylor@dps61.org, rlewis@dps61.org, rclark@dps61.org

Subject: FB post

To all concerned,

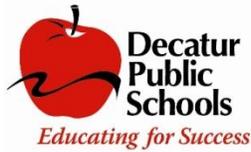
I forwarded a Facebook post that was posted by an employee of the District. It is in my opinion very inappropriate for any educator to share on any platform. It is offensive to me as a person of color, an educator, parent and as a community member that we have someone teaching our children that would post such an offensive degrading and derogatory message.

While everyone have the right to their opinion teachers are being paid to work with whatever students that are placed in their classroom. I personally know the struggle but always recognized and accepted the challenges that came with the job. I feel all teachers should do the same no matter how difficult that is.

Currently we have a difficult population of students that live very different lives and cultural background and experiences than the teachers that are trying to educate them. Also different than the administrators and Board members that are leading the District. This is the struggle that is causing the toxicity and division in the District. This is why anyone that tries to address the issues will get opposition because the majority of staff will disagree with what needs to be done to help minority students. The very things that Mr. Dase, Ms. Morgan-Harris, Ms. Gully and others that may not speak out, know need to happen and have tried to implement has met opposition that you call, "Causing Division ". As I have stated before, until you identify the real root of the problem and own the problems they will never be solved. If you don't address it, instead of blaming others, you will continue to fail.

In the meantime our children are losing. The Antidote is doing what is right by all. Not who or what is liked. It starts at the top.

Thanks



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

Date: March 22, 2022	Subject: Monthly Financial Conditions Report
Initiated By: Dr. Mike Curry, Chief Operational Officer	Attachments: Financial Conditions Report
Reviewed By: Dr. Rochelle Clark, Superintendent and Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

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

CURRENT CONSIDERATIONS:

As the District completes February, the eighth month of FY22, the Macon-Piatt Special Education District has expended 54.67% of its overall budget; Decatur 61 has expended 49.61% of its overall budget.

As of March 14, 2022, the State Comptroller is holding FY22 ISBE vouchers in the amount of \$302,630 of which \$236,348 is associated with the Early Childhood Block Grant.

The District’s February 2022 month-end, Education Fund balance is \$33,567,035; the February 2021 month-end Education Fund balance was \$30,954,068.

FINANCIAL CONSIDERATIONS:

n/a

STAFF RECOMMENDATION:

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

RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____

**2021-2022 Decatur Public S.D. #61
Fund Balance Summary - February 28, 2022**

<u>Fund</u>	<u>Fund Balance 07/01/21</u>	<u>Revenues Year to Date</u>	<u>Expenditures Year to Date</u>	<u>Net Cash Flow</u>	<u>Change in Fund Balance</u>	<u>Balance 02/28/22</u>	<u>Estimated Balance 06/30/22</u>
DISTRICT # 61							
Education	\$9,407,063	\$87,499,083	\$63,339,111	\$24,159,972	\$0	\$33,567,035	\$ 12,781,894
Operation & Maintenance	\$1,212,830	\$3,526,801	\$4,725,888	(\$1,199,087)	\$0	\$13,743	\$ 1,077,330
Debt Service	\$7,407,911	\$7,157,094	\$4,810,098	\$2,346,996	\$0	\$9,754,907	\$ 8,172,052
Transportation	\$3,928,749	\$3,811,860	\$2,873,846	\$938,014	\$0	\$4,866,763	\$ 2,036,909
IMRF	\$1,047,320	\$2,086,534	\$1,736,025	\$350,509	\$0	\$1,397,829	\$ 1,501,560
Social Security	\$1,359,204	\$1,974,477	\$1,324,880	\$649,597	\$0	\$2,008,801	\$ 1,250,185
Capital Projects Fund	\$16,911,799	\$2,537,060	\$10,839,566	(\$8,302,506)	\$0	\$8,609,293	\$ 6,218,945
Working Cash	\$5,561,871	\$344,783	\$0	\$344,783	\$0	\$5,906,654	\$ 5,900,571
Tort Immunity/Judgment	\$3,720,380	\$3,248,925	\$1,354,345	\$1,894,580	(\$102,430)	\$5,512,530	\$ 4,210,443
Fire Prevention/Safety	\$13,819,980	\$362,478	\$6,201,692	(\$5,839,214)	\$0	\$7,980,766	\$ 1,241,905
Totals District 61	\$64,377,107	\$112,549,095	\$97,205,451	\$15,343,644	(\$102,430)	\$79,618,321	\$ 44,391,794
Macon-Piatt Special Ed District	\$5,181,615	\$10,375,821	\$9,970,497	\$405,324	\$0	\$5,586,939	\$ 5,181,615

Macon-Piatt Special Education District
Report Date: February 2022
Financial Condition as of February 28, 2022

Percent of year passed: 67%

	Revenues	Budget	Actual Y-T-D	Percent Received/Used
12	Education	18,237,268	10,375,821	56.89%
22	Operation & Maintenance	-	-	0.00%
42	Transportation	-	-	0.00%
52	IMRF	-	-	0.00%
	Total Revenues	<u>18,237,268</u>	<u>10,375,821</u>	<u>56.89%</u>

Expenditures

12	Education	16,585,642	9,207,230	55.51%
22	Operation & Maintenance	356,320	9,877	2.77%
42	Transportation	21,750	4,443	20.43%
52	IMRF	1,273,556	748,947	58.81%
	Total Expenditures	<u>18,237,268</u>	<u>9,970,497</u>	<u>54.67%</u>

Net Cash

	Total Revenues	18,237,268	10,375,821	56.89%
	Total Expenditures	<u>18,237,268</u>	<u>9,970,497</u>	54.67%
	Net Cash	<u>-</u>	<u>405,324</u>	

Fund Balances

	Actual	
12	Education	<u>5,586,939</u>

Decatur Public School District #61
Report Date: February 2022
Financial Condition as of February 28, 2022

Percent of year passed: 67%

	Revenues	Budget	Actual Year to Date	Percent Received/Used	FY 21 Percent Received/Used As Of 2/28/21
10	Education	144,998,774	87,499,083	60.34%	75.70%
20	Operation & Maintenance	6,768,000	3,526,801	52.11%	51.72%
30	Debt Service	8,129,229	7,157,094	88.04%	99.85%
40	Transportation	4,258,200	3,811,860	89.52%	73.13%
50	IMRF	2,889,915	2,086,534	72.20%	85.81%
51	Social Security	1,983,400	1,974,477	99.55%	98.93%
60	Capital Projects	3,132,714	2,537,060	80.99%	96.43%
70	Working Cash	338,700	344,783	101.80%	110.35%
80	Tort Immunity/Judgment	3,112,500	3,248,925	104.38%	99.50%
90	Fire Prevention/Safety	356,300	362,478	101.73%	71.24%
	Total Revenues	175,967,732	112,549,095	63.96%	87.97%

Expenditures

10	Education	141,623,943	63,339,111	44.72%	59.10%
20	Operation & Maintenance	6,903,500	4,725,888	68.46%	54.46%
30	Debt Service	7,365,088	4,810,098	65.31%	97.42%
40	Transportation	6,150,040	2,873,846	46.73%	22.39%
50	IMRF	2,435,675	1,736,025	71.27%	63.06%
51	Social Security	2,092,419	1,324,880	63.32%	51.38%
60	Capital Projects	13,825,568	10,839,566	78.40%	44.30%
70	Working Cash	-	-	0.00%	99.42%

80	Tort Immunity/Judgment	2,622,437	1,354,345	51.64%	76.11%
90	Fire Prevention/Safety	12,934,375	6,201,692	47.95%	41.28%
	Total Expenditures	<u>195,953,045</u>	<u>97,205,451</u>	49.61%	68.06%

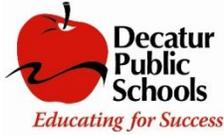
Net Cash

Total Revenues	175,967,732	112,549,095	63.96%
Total Expenditures	<u>195,953,045</u>	<u>97,205,451</u>	49.61%
Net Cash	<u>(19,985,313)</u>	<u>15,343,644</u>	

Fund Balances

Actual

10	Education	33,567,035
20	Operation & Maintenance	13,743
30	Debt Service	9,754,907
40	Transportation	4,866,763
50	IMRF	1,397,829
51	Social Security	2,008,801
60	Capital Projects	8,609,293
70	Working Cash	5,906,654
80	Tort Immunity/Judgment	5,512,530
90	Fire Prevention/Safety	<u>7,980,766</u>
	Total Funds	<u>79,618,321</u>



Board of Education Decatur Public School District #61

Date: March 22, 2022	Subject: Treasurer's Report
Initiated By: Dr. Mike Curry, Chief Operational Officer	Attachments: Treasurer's Report
Reviewed By: Dr. Rochelle Clark, Superintendent and Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

The attached report details the District's investments and the status of the District's cash as of February 28, 2022.

CURRENT CONSIDERATIONS:

N/A

FINANCIAL CONSIDERATIONS:

N/A

STAFF RECOMMENDATION:

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

RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____

**DECATUR PUBLIC SCHOOL DISTRICT #61
TREASURER'S REPORT
FEBRUARY 2022**

	Cash/Investments as of 01/31/22	Receipts	Disbursements	Change/Interest	Cash/Investments as of 02/28/22
Education	35,813,582.11	7,763,445.49	8,981,720.52	449.15	34,595,756.23
Operations & Maintenance	605,701.36	5,579.67	598,347.59	9.10	12,942.54
Debt Service	9,754,863.46	0.00	0.00	43.04	9,754,906.50
Transportation	5,195,699.82	0.00	419,799.59	39.75	4,775,939.98
IMRF	1,609,429.31	0.00	211,605.41	5.49	1,397,829.39
Social Security	2,175,174.88	0.00	166,383.66	9.51	2,008,800.73
Capital Projects	9,403,581.30	0.00	794,429.83	142.31	8,609,293.78
Working Cash	5,906,440.29	0.00	0.00	213.31	5,906,653.60
Tort/Judgment Immunity	5,875,732.26	37,505.00	401,033.93	20.17	5,512,223.50
Fire Prevention & Safety	8,198,258.10	0.00	217,642.50	149.92	7,980,765.52
Macon-Piatt Special Education	5,627,007.65	1,383,812.94	1,424,672.34	40.25	5,586,188.50
Activities	492,008.15	21,474.11	16,827.59	3.20	496,657.87
	<u>90,657,478.69</u>	<u>9,211,817.21</u>	<u>13,232,462.96</u>	<u>1,125.20</u>	<u>86,637,958.14</u>

Dr. Michael Curry

03/16/22



Board of Education Decatur Public School District #61

Date: March 22, 2022	Subject: ESSA 1003(a) School Improvement Grant Learning Partner Contract with Houghton Mifflin Harcourt (HMH)
Initiated By: Mary Ann Schloz, Assistant Director of Finance, Grants, & Special Projects	Attachments: IL-EMPOWER Service Agreement for Learning Partner services Franklin Grove
Reviewed By: Dr. Rochelle Clark, Superintendent, Dr. Michael Curry, Chief Operational Officer/Treasurer and Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

In December 2019, the Board approved the three –year School Improvement Plans (SIP) for schools designated as Lowest Performing and Underperforming under the ESSA guidelines. The SIP requires the Lowest Performing schools to have a Learning Partner which is paid from the ESSA grant, Underperforming schools may opt-in.

The SIP serves as a narrative and outlines the processes and programs used to serve the students identified in the ESSA summative designation. The individual school SIP guides the professional development, instructional delivery, and interventions for each school, and are updated, reviewed, and revised as needed. While academic goals are multi-year, the action steps and respective budget are for the current school year (FY22).

The State Board of Education requires the local board to approve all learning partner contracts.

CURRENT CONSIDERATIONS:

The attached contracts are for the service relationship between Houghton Mifflin Harcourt (HMH) and, Franklin Grove Elementary School

FINANCIAL CONSIDERATIONS:

The individual contracts with HMH will be paid in full using ESSA 1003(a) School Improvement Grant funds.

- The contract between Franklin Grove and HMH is for \$29,286.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve Houghton Mifflin Harcourt individual Learning Partner contracts with Franklin Grove as presented.

RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____

SERVICES AGREEMENT

DATE: February 17, 2022

CP: 008329294

NAME OF SCHOOL: Decatur Public Schools #61/ **Franklin Grove Elementary School**

ADDRESS OF SCHOOL: 2440 N Summit, Decatur, IL 62526

Coaching Membership

Having a coach by your teacher's side as they plan instruction, implement instructional routines, and work with students will increase their success. HMH offers blended coaching to provide teachers with personalized support focused on lesson design, instructional practices, content, and data-driven decision-making to promote continuous improvement over time. HMH coaches build strong relationships with teachers by modeling high-impact instructional strategies, answering program and practice questions, leading grade-level program sessions centered on evidence of student learning, and helping teachers select, monitor, and achieve goals. The [online and blended coaching experience](#) includes access to the HMH Coaching Studio. In this online community, the participants can access additional resources and interactive collaboration with their coach and colleagues.



Please watch this video about HMH's Coaching Studio at <https://www.hmhco.com/coaching>

Quantity	Service Description	Cost
7	In-person Coaching Visit <i>7 days (\$3,234 per day)</i>	\$22,638
16	Live Online Coaching Session <i>16, 30-minute sessions (\$300 per session)</i>	\$4,800
24	HMH Coaching Studio Licenses <i>Access to HMH Coaching Studio for up to 24 Teachers (\$77 per license)</i>	\$1,848
Total (All Inclusive)		\$29,286

Subject to terms and conditions, located at: <https://www.hmhco.com/terms-of-use/services>

The district referenced above hereby accepts and agrees to the details set forth in this Services Summary, including dates and fees, subject to the terms and conditions.

CLIENT:

Signature:

[Redacted Signature]

Date:

[Redacted Date]

[Redacted]

Printed Name:

[Redacted Printed Name]

Title:

[Redacted Title]

[Redacted]

- Will a PO be issued for this purchase? Yes No PO Required
- Is the PO attached? Yes No If no, anticipated date of PO: [Redacted]
- Please invoice from Houghton Mifflin Harcourt: Upon delivery of service or Upfront
- If invoice 'upon delivery of service' is selected, please indicate funding/PO expiration/last date HMH can invoice: August 31, 2022
- Please return Services Agreement and PO (payable to Houghton Mifflin Harcourt) to:
Email: amy.waller@hnhco.com



Board of Education Decatur Public School District #61

Date: March 22, 2022	Subject: ESSA 1003(a) School Improvement Grant Learning Partner Contract with Northern Illinois University (NIU)
Initiated By: Mary Ann Schloz, Assistant Director of Finance, Grants, & Special Projects	Attachments: IL-EMPOWER Service Agreement for Learning Partner services South Shores Elementary
Reviewed By: Dr. Rochelle Clark, Superintendent, Dr. Michael Curry, Chief Operational Officer/Treasurer and Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

In December 2019, the Board approved the three –year School Improvement Plans (SIP) for schools designated as Lowest Performing and Underperforming under the ESSA guidelines. The SIP requires the Lowest Performing schools to have a Learning Partner which is paid from the ESSA grant, Underperforming schools may opt-in.

The SIP serves as a narrative and outlines the processes and programs used to serve the students identified in the ESSA summative designation. The individual school SIP guides the professional development, instructional delivery, and interventions for each school, and are updated, reviewed, and revised as needed. While academic goals are multi-year, the action steps and respective budget are for the current school year (FY22).

The State Board of Education requires the local board to approve all learning partner contracts.

CURRENT CONSIDERATIONS:

The attached contracts are for the service relationship between Northern Illinois University (NIU) and, South Shores Elementary School.

FINANCIAL CONSIDERATIONS:

The individual contracts with NIU will be paid in full using ESSA 1003(a) School Improvement Grant funds.

- The contract between South Shores and NIU is for \$9,500.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve Houghton Mifflin Harcourt individual Learning Partner contracts with Franklin Grove as presented.

RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____



NIU STEAM



NIU STEAM Professional Development Proposal

This proposal outlines engagement options based on the NIU STEAM Framework.

The NIU STEAM Framework includes multi-tiered delivery of programs and services that will be used in designing a program that best matches the individual needs of schools and communities. The tiers represent levels of engagement with that content that can either **inspire** (Tier 1) interest and curiosity in NIU STEAM, **amplify** (Tier 2) skills and knowledge of participants or totally **transform** (Tier 3) a learner or learning environment.

Proposal Focus: Tier 2 Amplification – building organizational capacity and skills.

Tier 2 outcomes focus on improving professional practice and personal competencies of the key stakeholders. This involves learning experiences that help participants build confidence and develop a deeper understanding of the NIU STEAM catalysts to affect their ongoing classroom practice. As part of the Tier 2 professional development program, we also include Tier 1 student/community programming to help inspire your students and encourage support from parents and the community. During the first year, teacher PD can include training on how to sustain Tier 1 student programming. For example, how to use NIU STEAM materials to host a STEAM literacy night or host a STEM Read event with minimal support from NIU STEAM. Thus making the program sustainable after NIU STEAM programming is complete.

Programming and specific school outcomes are developed jointly as part of the initial needs assessment. During the needs assessment, NIU STEAM Staff will work with the school to outline the following.

- Program goals as outcomes based on local needs.
- Program timeline.
- Specific programming elements such as number of workshops, coaching hours, or number of Tier 1 student events.

The following page provides a general pricing structure. Program specifics will be developed after an initial needs assessment.



NIU STEAM

Proposed Timeline

- **January 2022**
 - NIU STEAM will work with district leadership to outline measurable goals and outcomes based on NIU STEAM Framework Needs Assessment.
 - One-hour virtual STEAM Refresher Workshop
- **2021-2022 School Year**
 - Tier 1 student and community facing programs. Options include:
 - STEM Exploration Lab – Held during the school day or as community night. Various sizes and options available.
 - STEM Read Experience – Held during the school day on NIU campus.
 - STEAM Stories Literacy Night – Held in the evening as community event.
 - 14 hours of virtual coaching and training during the school year – Facilitated online workshops grade band collaboration/planning session. 3.5 hours per month February through May.
 - Access to online STEAM Lesson library. The library includes 10 or more standards aligned model STEAM lessons per grade band. STEAM lessons can be used as is or modified for classroom implementation for various subjects including science, math, art, or language arts.
 - Program Evaluation of progress towards outcomes during 2020 -2021 school year.

Estimated Cost of Proposed Timeline

Total cost January 2022 – June 2022	\$9,500
STEAM in-Person Workshop in May (2 STEAM Staff members x 1 day @ \$200 per hour for 5 hours per day = \$2,000 for up to 25 teachers)	\$2,000
Tier 1 Student Event – Price equivalent to an in-person STEM Read field trip on NIU campus for 50 students	\$2,600
Virtual PD/Support through Online Community (includes 1 – 1 hour refresher session, 4, 30-minute coaching sessions per grade band, one per month, from February through May)	\$2,400
School Evaluation	\$2,500

*Actual cost will vary depending on type and size of event selected. Final invoice will reflect actual costs not to exceed proposed costs.

AGREEMENT

THIS AGREEMENT, made and entered this 1 day of March 2022 and between the BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY, acting on behalf of Northern Illinois University through its Center for P-20 Engagement referred to as the “University”, and South Shores Elementary School, 2500 South Franklin St., Decatur, IL 62521 referred to as the “South Shores Elementary”, witnesseth:

1. Scope of Work. In consideration of the mutual promises hereafter specified, the University and South Shores Elementary agree to the services delineated in Attachment A, which document is incorporated by reference herein and made a part hereof.
2. Terms of Agreement. The term of this Agreement shall be from the date of execution above through June 30, 2022 or the completion of the project, whichever is latest, unless the term is extended by the mutual written agreement of the parties.
3. Compensation. As full and complete compensation for these services, South Shores Elementary shall pay the University a fee not to exceed \$9,500.00. The actual fee will be based on services provided. Payments shall be made according to the following payment schedule:

The balance shall be invoiced in May 2022 to be paid in full on June 1, 2022

4. Signed Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. This Agreement must be manually signed and may be delivered by facsimile or email (in .pdf format) and upon such delivery the facsimile or .pdf signature will be deemed to have the same effect as if the original signature has been delivered to the other Party.
5. The parties hereto shall abide by the requirements of Executive Order 11246 and the Rules and Regulations of the Illinois Department of Human Rights, and there shall be no discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap unrelated to ability or an unfavorable discharge from military service in the employment, training or promotion of personnel engaged in the

performance of this agreement.

This Agreement constitutes the entire Agreement between parties hereto. There is no part of that Agreement not set forth herein; and no changes in or additions to said Agreement shall be valid unless in writing and signed by the parties hereto.

AS WITNESS WHEREOF, the parties have caused this Agreement to be executed as and of the day and year first written above.

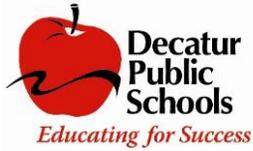
South Shores Elementary

Center for P-20 Engagement
NIU OUTREACH

By _____
Name: _____ date _____
Title: _____

By _____
Amy Jo Clemens _____ date _____
Title: Associate Director

FEIN _____
(REQUIRED)



Board of Education Decatur Public School District #61

Date: March 22, 2022	Subject: Modifications to the Restorative Practices Contract: Pathways 2 Restorative Leadership
Initiated By: Lawrence Trimble, Director of Student Services	Attachments: Modifications to the Contract
Reviewed By: Dr. Rochelle Clark, Superintendent and Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

As part of the Resolution on Racism, Section 9 was dedicated to the district-wide implementation of Restorative Practices. The evidenced-based approach studies how to strengthen relationships between individuals and communities. Restorative Practices has been placed on the Professional Learning Community days at select schools who are not receiving 1st Class Educator professional development.

CURRENT CONSIDERATIONS:

One invoice payment was approved and disseminated by the Board of Education. Due to the training needs of the district, additional trainers were needing to be added to accommodate training dates. The contract reflects completed trainings with additional staff from Pathways 2 Restorative Leadership, as well as modifications to future trainings. Administration is requesting board approval for modification to the contract with Pathways 2 Restorative Leadership. Mr. Kevin Jones and Pathways 2 Restorative Leadership will work with schools on developing their Restorative Practice Action Plans.

FINANCIAL CONSIDERATIONS:

The contract payment of \$78,000 will be paid with Cares funding.

STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the Modifications to Restorative Practices Contract: Pathways 2 Restorative Leadership as presented.

RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____



CONTRACTUAL SERVICES AGREEMENT

Background:

- A. The Contracting Agency is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide serves to the Contracting Agency.**
- B. The Contractor is agreeable to providing such services to the Contracting Agency on the terms and conditions set out in this Agreement.**

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Contracting Agency and the Contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

Services Provided:

- 1. The Contracting Agency hereby agrees to engage the Contractor to provide the previously listed services.**
- 2. The Contracting Agency hereby agrees that she/he is requesting services described hereof, during the dates specified and at the location(s) indicated. In the provision of said services, the Contracting Agency shall comply with, and be subject to, all lawful rules, regulations, orders, and directives heretofore or hereafter adopted by P2RL. The Contractor shall perform the services described above and shall at all times perform those services in a professional manner in compliance with the Constitution and laws of the United States and the State of Illinois and the Rules of the Illinois supreme Court. Any violation of such shall be a material breach of this Agreement.**

Terms of Agreement

- 3. The term of this agreement will begin on the date of this agreement and will remain in full force and effect until the completions of the services, subject to early termination as provided by this agreement. The term of this agreement may be altered by mutual written agreement between the parties.**
- 4. In the event that either party wishes to terminate this agreement prior to completion of the services, that party will be required to provide at least five days’ notice to the other party.**
- 5. If the Contracting Agency is terminating this agreement, they will forfeit any payment submitted to the Contractor. The Contractor shall make every effort to reschedule in accordance with their availability.**

Performance

- 6. The Parties agree to do everything necessary to ensure that the Terms of this Agreement take effect.**



Currency

7. Except as otherwise provided in this Agreement, all monetary amounts referred to in this agreement are in US dollars.

Compensation

8. The consultant shall receive compensation for the services to be rendered. Additional compensation or alteration of services shall be added as an amendment in writing and signed by both parties, or a new contract will be created, and this contract will become null and void.
9. For the services rendered by the Contractor as required by this agreement, the Contracting Agency will provide compensation to the Contractor for the fees listed in this agreement.
10. The compensation will be payable upon receipt of the invoice and no later than the date of the completion of services.
11. The compensation as stated in this agreement does not include sales tax, or other applicable duties as may be required by law.

Reimbursement of Expenses

12. Expenses incurred by the Contractor will be outlined in this agreement as pre-authorized upon signing of the contract by both parties. Travel expenses may include airfare, ground transportation, lodging, meals, etc.
13. Expenses for workshop materials will be the responsibility of the Contracting Agency and will be listed in this contract.

Confidentiality

14. Confidential information refers to any data or information related to the business of the Contracting Agency which would reasonably be considered to be proprietary to the Contracting Agency including, but not limited to, accounting records, business processes, and agency records and that is not generally known in the industry of the agency and where the release of that confidential information could reasonably be expected to cause harm to the contracting agency.
15. The Contractor agrees that it will not disclose, divulge, reveal, report, or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Contracting Agency. This obligation will survive the expiration or termination of the agreement and will continue indefinitely.
16. All written and oral information and materials disclosed or provided by the Contracting Agency to the Contractor under this agreement is confidential information regardless of whether it was provided before or after the date of this agreement or how it was provided to the Contractor.
17. The Contracting Agency shall not publish, disseminate, or otherwise release any written or verbal information acquired or produced pursuant to this agreement which, by its nature and under the circumstances, is confidential, including, but not limited to,



confidential information regarding P2RL, and any other agencies involved with P2RL without prior approval by the Contractor.

Capacity/Independent Contractor

18. In providing the services under this agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Contracting Agency acknowledge that this agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

SPECIAL NOTES: It is understood by both parties that this is a good-faith effort to provide services amid COVID disruptions, changing guidelines and with an abundance of care for our employees. If the assigned instructor falls ill or has a critical family emergency, the P2RL will endeavor to provide prior notice of the need to postpone an event, substitute an instructor, or transition to online delivery and revise this proposal.

CONTRACTUAL SERVICES PROPOSAL

Contracting Agency Name: Decatur Public Schools

Contact information: Lawrence Trimble, Director of Student Services

ltrimble@dps61.org

Address: 300 E. Eldorado Street Decatur, IL 62523

Phone: 217-362-3060

Dates of Service: October 2021- May 2022

Location: Decatur, IL

Services to Perform: Restorative Practice Training

Fee: \$3,000 per trainer; per session; per day

Description:

- Reflects communication and services completed October 2021-December 2021.
- Details of prior agreement, alterations to original contract, and creation of new proposal.

309-232-7622

PATHWAYS2RESTORATIVELEADERSHIP@GMAIL.COM



**Pathways 2
Restorative Leadership**
with Kevin Jones

Contractual Parameters:

Trainings Completed:

October 13 th and 14 th	\$15,000
November 10 th	\$18,000
December 15 th and 16 th	\$21,000
February 23 rd and 24 th	\$6,000
Total Cost	\$60,000

Trainings Remaining:

March 30 th	\$6,000
April 20 th and 21 st and Individualized training day with schools	\$24,000
May 11 th and Individualized training day with schools	\$15,000
Total Cost	\$45,000
Training Grand Total	\$105,000
Amount Paid	\$27,000
Total Remaining	\$78,000

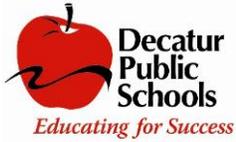
The undersigned agrees to the costs and terms of this Agreement:

Agency Authorized Signature _____ Date _____

Print Name and Title _____

P2RL Authorized Signature _____ Date _____

Print Name and Title _____



Board of Education Decatur Public School District #61

Date: March 22, 2022	Subject: MacBook Purchase
Initiated By: Maurice Payne, Director of Information Technology	Attachments: MacBook Purchase - Apple Proposal
Reviewed By: Bobbi Williams, Interim Superintendent and Dr. Rochelle Clark, Superintendent	

BACKGROUND INFORMATION:

Teaching and admin support staff are issued MacBooks Air's. Majority of the MacBooks in our inventory were purchased in 2013 and are in need of replacement.

CURRENT CONSIDERATIONS:

This MacBook recommendation will upgrade remaining staff devices as well as provide stock for new teachers and/or replacements.

FINANCIAL CONSIDERATIONS:

The total cost of the purchase is \$52,950.00 and would be paid from the FY22 Information Technology budget.

STAFF RECOMMENDATION:

The Administration recommends that the Board of Education approve the MacBook Purchase in the amount of \$52,950.00 as presented.

RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____



Proposal

Proposal Number

2110604998

Account Number/Name

531581

DECATUR PUBLIC SCHOOL DISTRICT 61

Created On

03/15/2022

Created By

Whitney Edmonson

Thank you for creating your proposal, details are provided below. You can access this proposal from your [Apple Store for Education Institution](#) by searching proposal number 2110604998.

Item	Product / Description	Total Quantity	Unit Price	Total Price
1	Z12D 13-inch MacBook Air - Space Gray (Packaged in a 5-pack)	50	1,059.00	52,950.00 USD
	Specifications			
	<ul style="list-style-type: none"> System on Chip (SoC): Apple M1 chip with 8-core CPU, 7-core GPU and 16-core Neural Engine Memory: 16GB unified memory Storage: 256GB SSD storage Input: Touch ID Thunderbolt: Two Thunderbolt / USB 4 ports Trackpad: Force Touch trackpad Display: Retina display with True Tone Pro Apps: None Logic Pro: None Keyboard Language: Backlit Magic Keyboard - US English Accessory Kit: Accessory Kit 			

Subtotal	52,950.00 USD
Estimated Tax	0.00 USD
Total	52,950.00 USD

Please note that your order subtotal does not include sales tax or rebates. Sales tax and rebates, if applicable, will be added when your order is processed. Your order total may

include estimated sales tax that is subject to change at the time your order is processed.

How to Order

If you would like to convert this Proposal to an order, log into your [Apple Store for Education Institution](#) and select 'Proposal' from the pull-down menu. Search for this Proposal by entering the Proposal Number referenced above.

Note: A Purchaser login is required to order. Visit your [Apple Store for Education Institution](#) to login or create your Purchaser Apple ID.

The prices and specifications above correspond to those valid at the time the Proposal was created and are subject to change. Purchases are subject to the terms and conditions of your agreement with Apple and the Apple Store for Education Institution.

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