



DECATUR PUBLIC SCHOOL DISTRICT #61
BOARD OF EDUCATION
AGENDA

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

March 23, 2021
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.

IO 1.0 CALL TO ORDER – CALL FOR EXECUTIVE SESSION

The Board of Education will meet in Closed Executive Session to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body, and 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 23, 2021

IO 4.0 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 5.0 BOARD AND/OR OTHER COMMITTEE REPORTS

- Discipline Action
- Schedule B
- Finance
- DPS Foundation
- Policies
- Human Resources
- Naming
- Joint – City, DPS 61 and Park District

STUDENT AMBASSADORS’S REPORT

BOARD DISCUSSION

- Return to Learn Update (S1)
- Resolution on Racism Report

IO 6.0 REPORTS FROM ADMINISTRATION

- A. First Read 2021-2022 School District Calendar (S1)

AI 7.0 ROLL CALL ACTION ITEMS

- A. Personnel Action Items (S4)
- B. Employment of a Director of Human Resources (S4)
- C. Approval of Transitional Contract for the Director of Human Resources (S4)
- D. Administrator/Administrative Support Handbook (S4)
- E. Authorize Administration to Negotiate the Contract Proposal from Robertson Charter School (RCS)
- F. Social Emotional Learning (SEL) Adoption (S1)
- G. Student Online Personal Protection Act (SOPPA) (S1)
- H. Approve Bid for Back Up Generator for IT Server (S2)
- I. Award Bids for Demolition of Johns Hill, which includes the Quonset Hut, and Oak Grove (S2)
- J. Award Bid for American Dreamer STEM Academy Sound System (S2)
- K. Resolution Abating a Portion of the Tax heretofore Levied for the Year 2020 to Pay Debt Service on the General Obligation School Bonds, Series 2020A (S2)

AI 8.0 CONSENT ITEMS

- A. Minutes: Open/Closed Session Meetings March 09, 2021
- B. Financial Conditions Report
- C. Treasurer’s Report
- D. Approval of School Board Policies
- E. Resolution Authorizing the Disposal of Surplus by Auction at Southeast (S2)
- F. Ava Security System Annual Renewal (S2)
- G. Job Description: P12 Assistant Director of Special Programs (S4)
- H. Approve Substantial Change Order for the Johns Hill Project (S2)

- I. Approve Change Request for Paved Basketball Court at Franklin Grove Elementary School (S2)
- J. Architectural Contract for Professional Development Institute (PDI) Renovations (S2)

IO 9.0 ANNOUNCEMENTS

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

Dorothy May Kemper (Schwartz), who passed away Friday, March 05, 2021. Mrs. Kemper was the mother of Sue Kemper and Kim Schafer, retirees from Decatur Public Schools and wife of the late Harry Junior Kemper, retired Director of Buildings and Grounds.

IO 10.0 IMPORTANT DATES

- April**
- 02 Good Friday
 - **NO School for Students and District Offices are Closed**
 - 05 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 13, 2021 at Montessori Academy for Peace, 4735 E. Cantrell Street.

11.0 ADJOURNMENT



RESOLUTION ON RACISM

Committee Updates
March 23, 2021

BACKGROUND



ADOPTED AUGUST 4, 2020

Resolution to declare racism is a public health crisis as it adversely impacts our students, families, staff, and community at large.



COMMITTEES FORMED

To address 13 sections of the Resolution that require action by the Board of Education and members of DPS leadership and staff.




PROGRESS SHARED

On November 4, 2020, Board representatives from each Resolution section committee shared progress made on the work contained in that section.

SECTION I: INTRODUCTION

The Board hereby declares that racism is a public health crisis that negatively impacts our students, our families, our community, and our staff; the Board hereby declares its commitment to establishing, supporting, and sustaining a culture of anti-racism districtwide.





Policies

SECTION II: RACIAL EQUITY POLICY

The Board directs its Board Policy Committee, in collaboration with student ambassadors and members/ graduates of the Decatur Public Schools Parent Leadership Training Institute (PLTI), to develop a racial equity policy to guide our district's equity work in an effort to reduce the effects of racism on our Black, Latinx and other marginalized students, families, staff, and community.

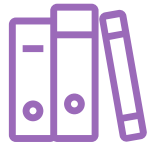
PROGRESS TO DATE



RACIAL EQUITY POLICY

Adopted by the Board of
Education on December 8, 2020

Posted on the District website
(as are ALL policies) as Policy
7:11



RACIAL EQUITY PROCEDURE

Approved on December 8, 2020;
updated on January 26, 2021

Posted on the District website
(as are ALL procedures) as
Administrative Procedure 7:11-
AP1

PLANNING FOR THE FUTURE



Racial Equity Policy

Should be reviewed annually by the Policy Committee to ensure nothing needs to be adjusted. Any changes must be approved by the BOE.



Racial Equity Procedure

Continue to encourage other Resolution on Racism groups to add terms to the procedure that need to be organizationally defined. Changes can be made at any time.



Resolution on Racism Policy

This group would be a good place to float other policy that needs to be adopted as part of the Resolution. It would help for the Section II Committee to include someone on the Policy Committee.

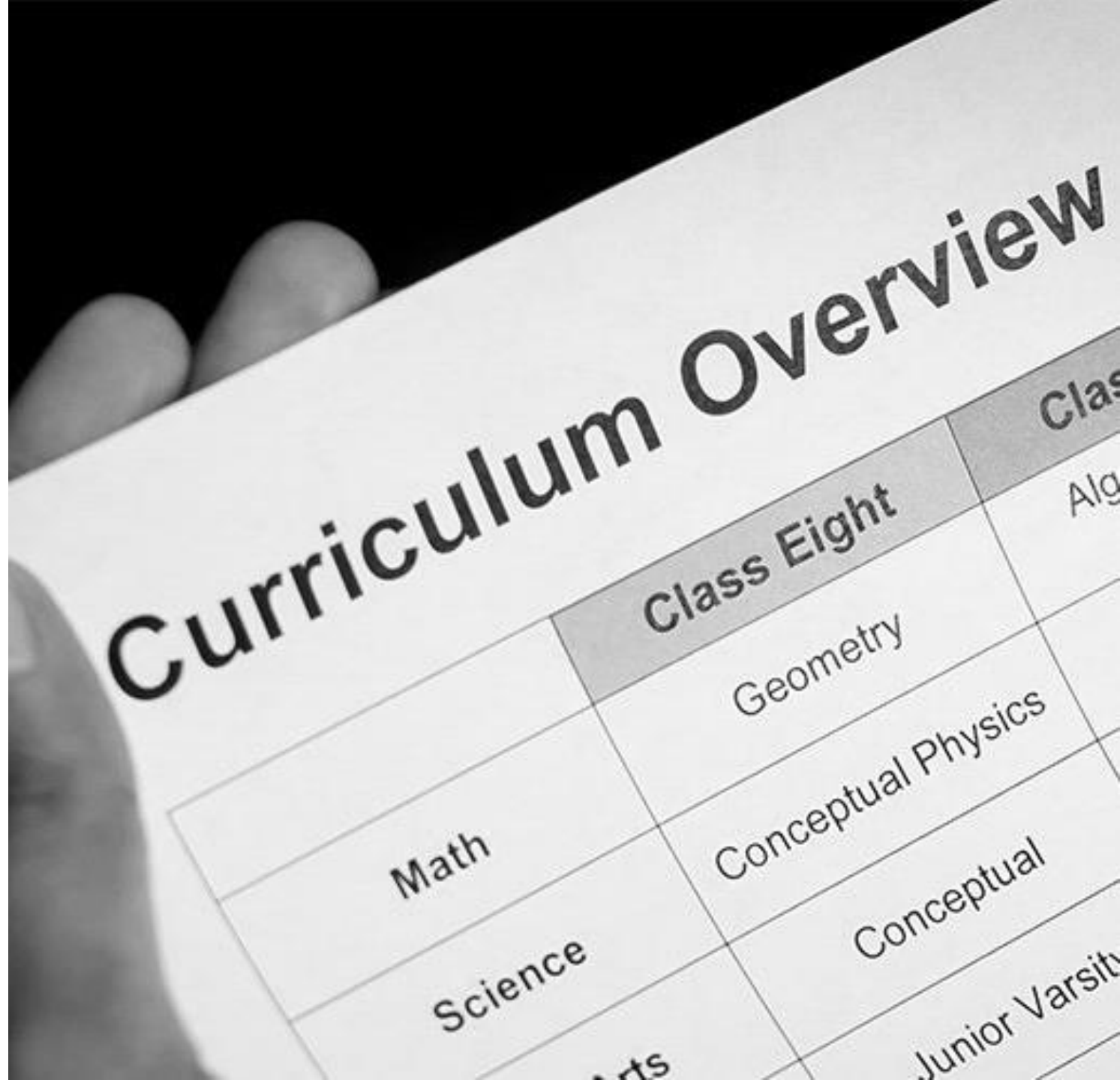


Continued Connection with Stakeholders

Continuing the connection with our PLTI grads and Student Ambassadors should be a goal for this Committee.

SECTION III: CURRICULUM

Representatives of the DPS Teaching and Learning Team, along with member(s) of the Board, will develop or revise policies and protocols that integrate additional racially and culturally relevant content, along with anti-racism instruction, into the curriculum. Additionally, this team will bring forward recommendations around the implementation of an aligned, culturally responsive social-emotional learning curriculum. This team will also review and decide if “College African-American History” should be a general education course, as opposed to its current status as a general elective course, or if there is a better way to achieve the desired result of including such history in our curriculum and bring a recommendation before the Board. Similarly, this team will address course naming and bring any recommendations of revisions to the Board.



SECTION III: SUB-COMMITTEE #1

ANTI-RACISM PROFESSIONAL DEVELOPMENT & CURRICULUM REVIEW/ADOPTION SUB-COMMITTEE

PROGRESS TO DATE

- Since the November 6, committee has designed a rubric to use as part of the piloting procedure for new curriculum and comprehensive curriculum review
- With approval from District leadership, would like to evaluate curriculum K-12, removing “culturally destructive” and “culturally insufficient” materials and content, and replace them with resources that reflect cultural awareness and responsiveness

SECTION III: SUB-COMMITTEE #1

NEXT STEPS



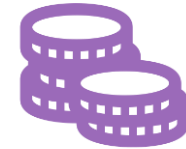
Meet with curriculum leadership to map out a timeline for review of current curriculum



Present rubric to piloting teachers



Select teacher leaders to add to our team to assist with review



Discuss financial support for PLC work after school hours and/or summer work



Schedule work sessions (preferably in person)

SECTION III: SUB-COMMITTEE #2

SOCIAL-EMOTIONAL LEARNING CURRICULUM SUB-COMMITTEE

PROGRESS TO DATE

Adoption of the district-wide SEL curriculum will be presented and voted on later tonight

SECTION III: SUB-COMMITTEE #3

THE DPS TEACHING & LEARNING TEAM WILL EMBED AND SUPPORT PURPOSEFUL CURRICULAR OPPORTUNITIES, PREK-12, FOR STUDENTS TO DEVELOP A WELL-ROUNDED WORLD VIEW AND UNDERSTANDING OF THE STRUGGLES & CONTRIBUTIONS OF UNDERREPRESENTED PEOPLE

PROGRESS TO DATE

- Adoption of updated graduation requirements will be voted on later tonight
- Next phase of work is designing coursework and putting into course catalog
- Sub-committee #3 is working with the Department of Teaching & Learning + H.S. social studies departments and principals to redesign U.S. and World history content so that African-American history is more prominent

LOOKING TOWARD THE FUTURE

- How to infuse curriculum across grade levels PreK-8



SECTION IV: SCHOOL CALENDAR

The Board requests the Calendar Committee to recognize Juneteenth as a district holiday in the district calendar. The Board requests the Calendar Committee recognize the second Monday in October as Indigenous Peoples Day. Moving forward, the Board requests that the Calendar Committee reach out to various populations represented in our District to ensure our calendar is inclusive of important cultural holidays celebrated by our students, their families, our staff, and our community.

PROGRESS TO DATE



District Calendar

The District calendar has been updated to include recognition of cultural holidays. We continue to encourage communication regarding anything we may have missed.

View the District Calendar:
www.dps61.org/calendar



Community Juneteenth Celebration

The Decatur Park District and DPS are moving forward with a community-wide Juneteenth Celebration. Denise, Jey, and Maria are serving on the planning team.

PLANNING FOR THE FUTURE



District Calendar

The current version is updated through the end of December 2021. This Committee will need to make sure it continues to be updated moving forward.



Continue to Work with Other Local School Boards and Area Legislators

Other districts are working on similar changes to their calendars. It would be nice to see the state government adopt the same.



Celebration of Important Cultural Holidays in Our Schools

We had some of these initial conversations, but believe it falls more under the curriculum pieces of the Resolution. These Committees will need to work together moving forward.

SECTION V: HONORING INDIGENOUS PEOPLES

Representatives of the DPS Teaching and Learning Team, along with member(s) of the Board, will determine how to best recognize and honor the lives and history of local and national Indigenous Peoples and the impact that history has had on their heritage within our curriculum. Additionally, this team will seek to strengthen Board policies around racist and offensive imagery in our classrooms and school buildings.



SECTION V: SUB-COMMITTEE #1

HONORING INDIGENOUS PEOPLES

OBJECTIVE

Determine how to best recognize and honor the lives and history of local and national Indigenous People and the impact that history has had on their heritage within our curriculum.

SECTION V: SUB-COMMITTEE #2

RACIST & OFFENSIVE IMAGERY

OBJECTIVE

Strengthen Board policies around racist and offensive imagery in our classrooms and school buildings.

PROGRESS TO DATE

- Rubric developed and sent to policy committee; once approved = imbedded into District policy
- Team will continue to execute during summer
- Actively working on process



SECTION VI: TRAINING

The Board directs the Superintendent or their designee(s) to conduct expanded mandatory diversity and inclusion, equity, cultural relevancy, and implicit bias training, to the extent it is not already being provided to district administration, teachers and staff (in accordance to their representative contracts) and all volunteers (including all members of the Board of Education), guest teachers, and pre-certified teachers who serve our students.

DIVERSITY, EQUITY, & INCLUSION: WHAT'S THE GAME PLAN?

This workshop has been designed to define the term “culturally competent,” while outlining its direct connection to diversity and inclusion that promotes a culture of equity. The learning intentions for this first workshop model are to:

- Define cultural competence: what it is and what it's not
- Determine what game we continue to play as it relates to being Culturally Competent
- Discuss Cultural Competence in relationship to equity and pedagogy
- Create Personal Stories

Participants will have the opportunity to engage in dialogue and activities that reveal how every person is developed in some type of culture, based upon environment and experiences. This workshop will bring awareness to assumptions and biases that impact a work environment, while providing strategies to eliminate perceptions, while working to define what a diverse, equitable, and inclusive culture will entail for them professionally.

DR. JUDITH CAMPBELL:

DPS P-12 DIRECTOR OF TEACHING & LEARNING



- Presentation and training at Women's Conference at Unity Village
- Presentation and training in Raytown Quality School District (building level); 2015-2020
- Presentation and training to the Missouri Association of Elementary School Principals (statewide); 2018
- Presentation and training development to KCPS teachers; 2018
- Presentation and training to school leaders of Kansas City, Missouri, for Griot Institute (citywide); 2017
- Presentation and training at Raytown Quality Schools Superintendent's Retreat; 2017
- Presentation and training in Raytown Quality School District (building level); 2015-2020

PROGRESS TO DATE

1

TRAINING: ROUND 1

Tuesday, March 30, 2021
4:00 – 6:00 p.m.
Eisenhower High School

- 4 Transitioning Board members
- DLT/EC
- T&L Coordinators
- Data & Research Department

2

TRAINING: ROUND 2

TBD
After April 6, 2021,
Election

- New/Remaining BOE members
- Building Principals
- Assistant Principals
- Deans/Building Leadership Teams

PLANNING FOR THE FUTURE



Continue Training

Second session of training with Dr. Campbell will combine personnel from Rounds 1 and 2.



Beyond DPS Employees

The Resolution on Racism recommends training for all who come in contact with our students, including, but not limited to guest teachers, volunteers, student teachers, etc. This Committee will need to determine how to make that happen.



Top-Down Approach

This Committee will need to work with Dr. Campbell to determine how Spring/Summer 2021 training of administrators permeates to other District employees.

SECTION VII: RECRUITMENT EFFORTS

The Board directs the Superintendent to aggressively recruit and develop teachers and staff who reflect the diversity of our students. The Superintendent should submit an annual report to the Board outlining the hiring and promotion trends and practices among racial groups inside DPS61, including information regarding the racial composition of those hired from outside of the district for open positions. The Board directs the Superintendent or their designee(s) to identify the person(s) specifically responsible for planning and implementing the marketing and strategy of recruitment and retention of Black educators.





SECTION VIII: ANNUAL REPORT

The Board directs the Superintendent to prepare an annual report to the Board that highlights successes inside and outside the classroom and outlines challenges including: the number of complaints received from teachers, staff, parents, students or community members regarding racial bias, the status of the investigation and the general outcome of each complaint, while maintaining individual privacy and confidentiality. The Board directs the Superintendent to provide quarterly updates to the Board with this information.

PROGRESS TO DATE



Quarterly Report

- First Quarterly Report will be to the Board in March 2021
- Baseline data of racial bias complaints, status of resolution, etc.



Annual Report

- First Annual Report will be during Open Session in June 2021
- Template created to help gather information from different committees, etc. prior to June 2021

RACIAL BIAS REPORT & RESPONSE FORMS



Report Form

- Posted to DPS website
- Lawrence met with building principals to explain use of form
- Building principals explained form to staff



Response Form

- Available for internal use

NEXT STEPS



Preparing For Annual Report

This Committee will need to work to collect relevant info from each RonR group before June 2021

Strong Annual Report Example:

<https://www.ywcakalamazoo.org/wp-content/uploads/2018-Annual-Report.pdf>



Analysis of Annual Report

The Committee will need to regroup after the first Annual Report to determine what needs to change/adjust moving forward.



Analysis of Quarterly Report

Review of information provided by Lawrence... determining if anything needs to change with the Racial Bias Response/Report forms or the process.

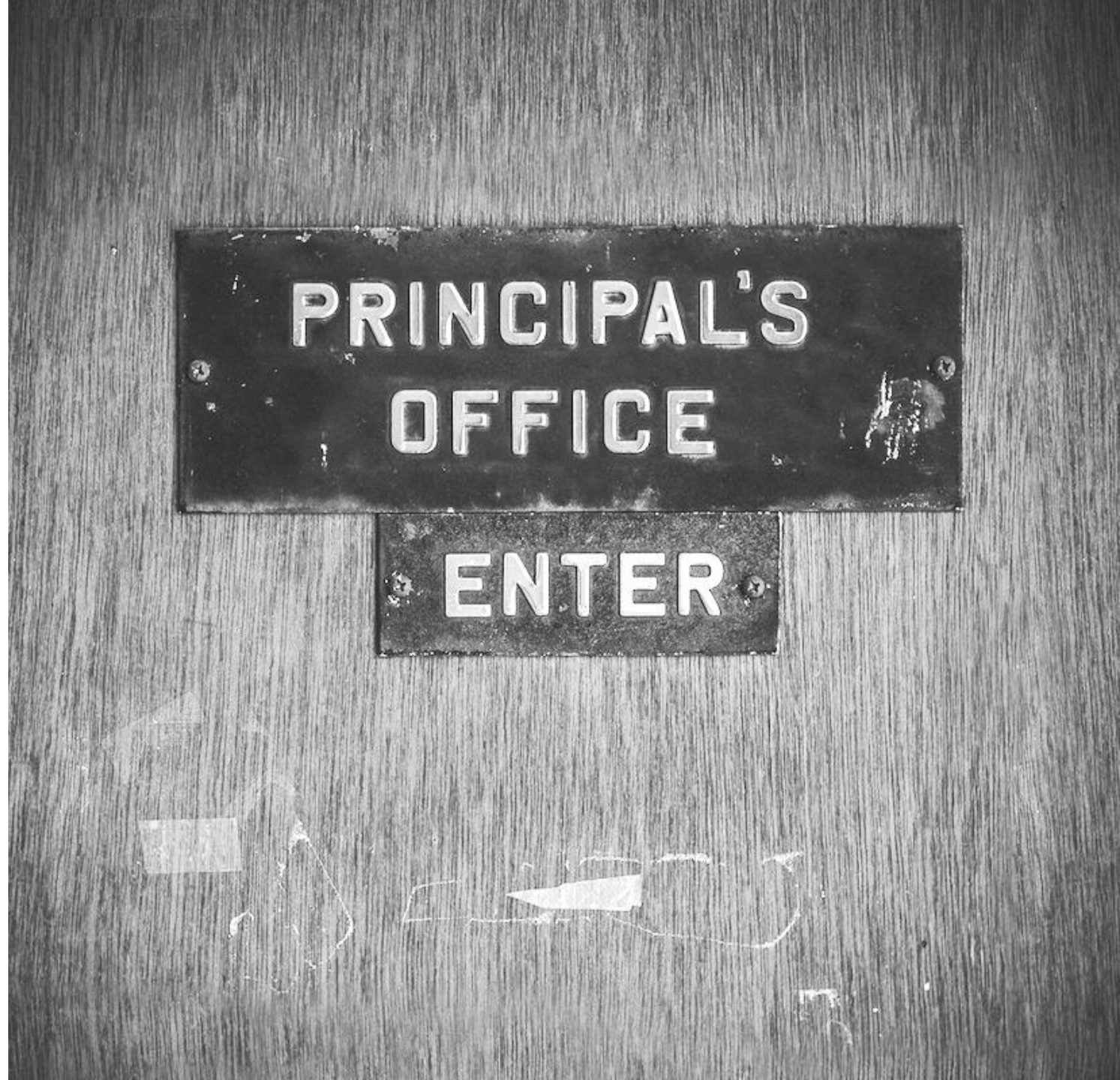


Set Calendar Compliance Dates

This Committee will need to work with Melissa to set dates for quarterly and annual reports in 2021-2022.

SECTION IX: DISCIPLINARY ACTION

Representatives of the DPS Student Services Team, along with the Discipline Action Committee, and member(s) of the Board, will work directly with administrators, teachers, students, and families to provide a recommendation to the Board for a revised discipline and safety system that protects the physical, mental, and social health of students and staff through a culturally responsive, restorative justice model that prioritizes the goal of involving the Decatur Police Department only in emergent violent crises.



PROGRESS TO DATE



MEETINGS SINCE LAST UPDATE

December 2020

Discipline Action Committee met along with representatives from Section IX committee

March 2021

Multi-tiered System of Support (MTSS) Committee met



NEXT MEETINGS

Section IX Committee Members will be reached out to regarding joining MTSS Committee to further the Section IX work, including board member presence

NEXT STEPS



TIMELINE

2021-2022 School Year

Implementation will begin with training for staff to build adult capacity, which would begin no later than 1st semester for 2021-22 school year. It may take the full school year to fully train all staff.



UPCOMING ACTION NEEDED

District administration needs to formally adopt SEL component District-wide

BOE will need to approve funding for necessary training

PLANNING FOR THE FUTURE



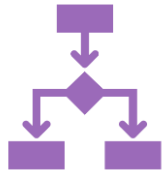
MTSS & DAC Committees

- Appoint new board member(s) to DAC Committee
- MTSS currently includes representatives from DAC, Student Services, and T&L; include Section IX and board member(s).



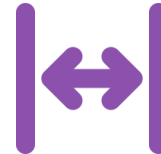
Training

- We currently have at least 4 district employees qualified to train staff on restorative practices.
- May also seek training from outside sources.



Outcome of MTSS Committee

- Analyze and revise Discipline and Academic System
- Assist in data collection, interventions, and reduction of police contact
- Manual at every building to assist in providing additional support to students.



Potential Gaps to Address

MTSS Committee will not address staff training and cultural sensitivity. This will need to be advanced by Section IX Committee.




SECTION X: SRO & STUDENT RIGHTS

The Board directs the Superintendent or their designee(s) to publish student rights and responsibilities on every campus where School Resource Officers (SRO) are assigned and to increase training for teachers, principals, and administrators on their responsibilities to provide fair and equitable discipline that prioritizes the physical and mental health of all students and staff. The Board requests a discussion that includes the voices of a representative group of students, the Chief of Police, and other district stakeholders, accompany the SRO contract as it is presented to the Board annually to make informed decisions on the role of armed police officers in our schools.

SECTION XI: EMPLOYEE RESOURCE GROUPS

The Board directs its Board Policy Committee to draft a policy that establishes Employee Resource Groups (or, affinity groups) focused on intentionally supporting and improving retention, morale, professional growth, and opportunities for teachers and staff to collaborate in a supportive, affirming atmosphere. Additionally, the Board directs the Superintendent or their designee(s) to work with our nearly 1,300 employees to begin gathering feedback regarding the establishment of Employee Resource Groups (or, affinity groups).





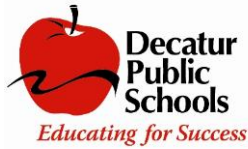
SECTION XII: EDUCATIONAL OUTCOMES

The Board directs the DPS Teaching and Learning Team, along with the DPS Student Services Team, to regularly report to the Board and make public (while maintaining individual student privacy and confidentiality) the educational outcomes of students of color specific to curriculum, discipline, opportunities, and social climate.



RESOLUTION ON RACISM

QUESTIONS &
DISCUSSION



Board of Education Decatur Public School District #61

Date: March 23, 2021	Subject: 2021-2022 Decatur School District Draft Calendar
Initiated By: Deanne Hillman, Director of Human Resources	Attachments: Power Point Proposed 2021-22 Public School District Calendar
Reviewed By: Paul Fregeau, Superintendent, Executive Cabinet and Union Representatives	

BACKGROUND INFORMATION:

Historically, the school calendar is created with input from union leadership and the Executive Cabinet. The draft 2021-2022 calendar has been developed in the same manner. *This supports Teaching and Learning by establishing the instructional and professional development days for the District.*

CURRENT CONSIDERATIONS:

The proposed 2021-22 academic calendar consists of 181 days, which includes one District-wide Professional Development day on August 11, prior to the beginning of the school. Administration and DEA are in agreement to pay the per diem rate to DEA members, as this proposed calendar exceeds the DEA contractual days by one day.

The proposed calendar also includes one mid-year optional Teacher Work Day and two parent-teacher conference days, one each semester. Veterans Day will be observed November 24, 2021; all schools will participate in Veterans Day activities on November 11, 2021. Casimir Pulaski Day will be observed on April 18, 2022.

Dates of interest include:

August 11	District-wide Professional Development Day
August 12	First day of Staff Attendance in Assigned Buildings
August 16	First day of Student Attendance
September 6	No School: Labor Day Holiday
September 15	Early Release Day #1
October 11	No School: Indigenous People's Day Holiday
October 13	Early Release Day #2
October 22	No School: Parent/Teacher Conference Day
November 10	Early Release Day #3
November 11	Veterans Day: Students in Attendance
November 24	No School: Veterans Day Observed
November 25-26	No School: Thanksgiving Break
December 22-January 3	No School: Winter Break

January 4	No School: Optional Teacher Work Day
January 17	No School: MLK Holiday
January 26	Early Release Day #4
February 16	Early Release Day #5
February 21	No School: President's Day Holiday
March 7	Casimir Pulaski Day: Students in Attendance
March 11	No School: Parent/Teacher Conference Day
March 14- 18	No School: Spring Break
March 30	Early Release Day #6
April 15	No School: Good Friday Holiday
April 18	No School: Casimir Pulaski Day Observed
April 27	Early Release Day #7
May 11	Early Release Day #8
May 21	High School Graduation (TENTATIVE)
May 24	Last Student Attendance Day

FINANCIAL CONSIDERATIONS:

n/a

IMPACT ON TEACHING & LEARNING:

The Calendar Committee sought input from the Department of Teaching & Learning in creating the draft calendar for the 2021-2022 school year. The Department of Teaching & Learning requested certain elements that were incorporated into the calendar, such as the District-wide Professional Development day and Parent-Teacher conferences in both semesters.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education accept this informational report regarding the Decatur Public School District #61 2021-2022 School Calendar as presented.

The **FINAL** recommendation for the Decatur Public School District #61 2021-2022 School Calendar will be submitted for approval during an April 2021 Board of Education meeting.

RECOMMENDED ACTION:

- ☐ Approval
- ☒ Information
- ☐ Discussion

BOARD ACTION: _____



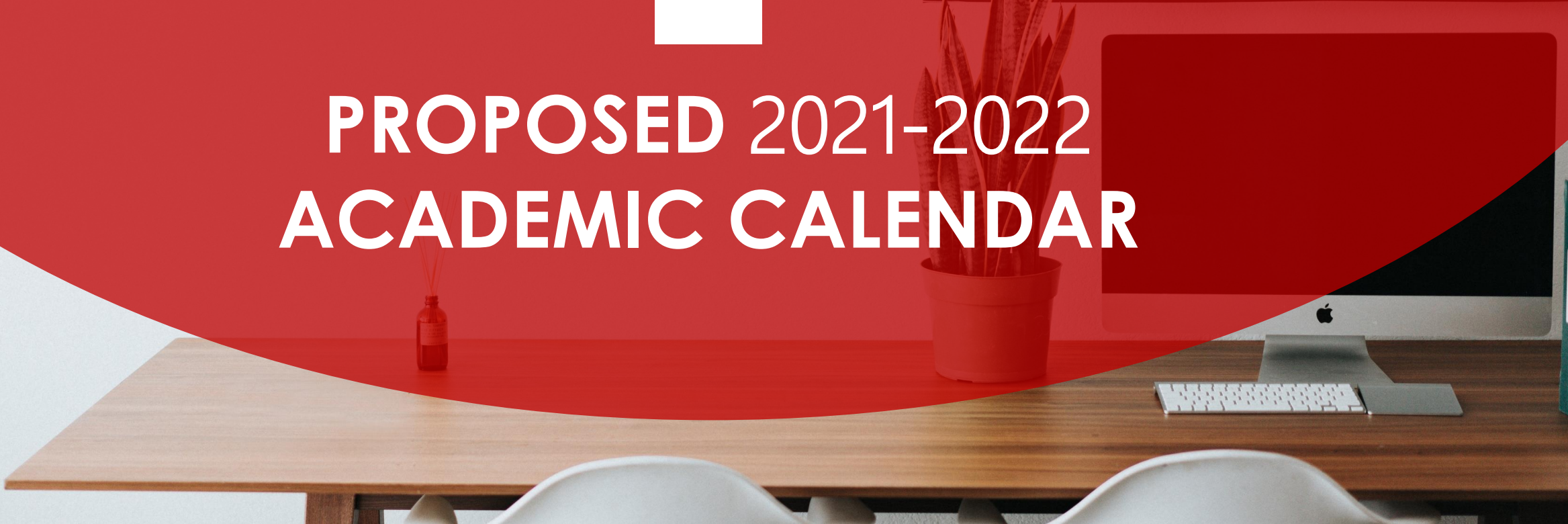
Decatur
Public
Schools

Educating for Success



PROPOSED 2021-2022 ACADEMIC CALENDAR

M	T	W	T	F	S
		1	2	3	4
6	7	8	9	10	11
13	14	15	16	17	18
20	21	22	23	24	25
27	28				



PROPOSED 2021-22 ACADEMIC CALENDAR

- › PREPARED BY:
 - › Deanne Hillman, Director of Human Resources
 - › Denise Swarthout, Chief Communications Officer
 - › Maria Robertson, Director of Community Engagement

- › WITH INPUT FROM:
 - › Department of Teaching & Learning
 - › District Leadership Team
 - › Union leadership



PROPOSED IN THIS CALENDAR

176

state-mandated instructional days

181

days for DEA members = includes one per diem day for District-wide PD

1

full-day District-wide PD day

8

half-day early release PD days

2

Parent-Teacher conferences, one each semester

IMPORTANT DATES

1st

QUARTER

AUGUST 16 – OCTOBER 15, 2021



AUGUST - OCTOBER 2021

IMPORTANT DATES

2nd

QUARTER

OCTOBER 16 – DECEMBER 21, 2021



OCTOBER - DECEMBER 2021

IMPORTANT DATES

3rd

QUARTER

JANUARY 5 – MARCH 11, 2022

No School
Optional Teacher
Work Day

JANUARY

4

Students Return
from Winter Break

JANUARY

5

MLK Day
Holiday

JANUARY

17

Early
Release #4

JANUARY

26

Early
Release #5

FEBRUARY

16

Presidents Day
Holiday

FEBRUARY

21

Pulaski Day
Students Attend

MARCH

7

No School
Parent-Teacher Conf.

MARCH

11

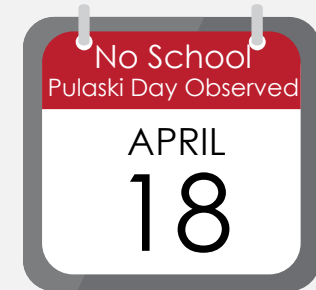
JANUARY – MARCH 2022

IMPORTANT DATES

4th

QUARTER

MARCH 21 – MAY 24, 2022



MARCH – MAY 2022

INSTRUCTIONAL DAY TOTALS

1st Quarter

2nd Quarter

3rd Quarter

4th Quarter

43

43

45

45

= 86 DAYS
1ST SEMESTER

= 90 DAYS
2ND SEMESTER



Decatur
Public
Schools

Educating for Success

QUESTIONS?

M	T	W	T	F	S
		1	2	3	4
6	7	8	9	10	11
13	14	15	16	17	18
20	21	22	23	24	25
27	28				





Board of Education Decatur Public School District #61

Date: March 23, 2021	Subject: Personnel Action
Initiated By: Deanne Hillman, Director of Human Resources, and the Human Resources Department	Attachments: 6 Pages of Personnel Action
Reviewed By: Dr. Paul Fregeau, 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. *Personnel action supports the Department of Teaching and Learning by ensuring the most qualified staff are hired.*

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: Deanne Hillman
Human Resources Director
Date: March 18, 2021
Board Date: March 23, 2021
Re: Personnel Action

EMPLOYMENT RECOMMENDATIONS

TEACHER:

Name	Position	Effective Date
Amy Gillen	Social Worker, Stephen Decatur (<i>Pending Licensure</i>)	August 11, 2021

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

OUTREACH PERSONNEL:

Name	Position	Effective Date
Kellie Marlow	District Truancy Caseworker, Student Services	March 29, 2021

ADMINISTRATIVE SUPPORT:

Name	Position	Effective Date
Elizabeth Komnick	Physical Therapist, Pershing	August 2, 2021

CUSTODIANS:

Name	Position	Effective Date
Donald Green	1st Shift Custodian All Schools, Buildings & Grounds	March 8, 2021
Jonathan Hall	1st Shift Custodian All Schools, Buildings & Grounds	March 8, 2021
Anthony Halliburton	1st Shift Custodian All Schools, Buildings & Grounds	March 8, 2021
Ashley Johnson	1st Shift Custodian All Schools, Buildings & Grounds	March 8, 2021
Kyla Patton	1st Shift Custodian All Schools, Buildings & Grounds	March 8, 2021

SCHEDULE B:

Name	Position	Effective Date
David Mattingly	Head Softball Coach, Eisenhower	March 8, 2021

TRANSFERS**TEACHERS:**

Name	Position	Effective Date
Sara Barnett	From Kindergarten, Baum to Grade 2, Baum	August 11, 2021
Tami Browning	From Grade 5, Parsons to Grade 4, Parsons	August 11, 2021
Angela Bryles	From K-8 Spanish, Johns Hill to Grade 3, Johns Hill	August 11, 2021
Kimberly Gilmore	From Life Skills, Parsons to Grade 1, Parsons	August 11, 2021
Dawn Hawkins	From Grade 5, Parsons to Grade 4, Parsons	August 11, 2021
Vanessa Kelson	From Grade 3, Muffley to Grade 2, Muffley	August 11, 2021
Libby Kirkland	From Grade 5, Muffley to Grade 4, Muffley	August 11, 2021
Stacey Long	From Grade 4, Johns Hill to Grade 5, Johns Hill	August 11, 2021
Diane Orr	From Grade 1, Muffley to Grade 2, Muffley	August 11, 2021
Jared Staples	From Grade 4, Muffley to Grade 3, Muffley	August 11, 2021
Lacy Wood	From Kindergarten, South Shores to Grade 3, South Shores	August 11, 2021
Lesley Woolsey	From Grade 4, Parsons to Grade 5, Parsons	August 11, 2021

OFFICE PERSONNEL:

Name	Position	Effective Date
Pamela Bray	From Secretary to the Elementary Principal, Oak Grove to Secretary to the Alternative School Principal, William Harris Learning Academy	July 1, 2021

Jennifer Samuelson	From Secretary to the Elementary Principal, Stevenson to Secretary to the Elementary Principal, Parsons	July 1, 2021
M Beth Stout	From Secretary to the High School Principal, MacArthur to Mailroom Clerk, Keil Administration	May 24, 2021

OUTREACH PERSONNEL:

Name	Position	Effective Date
Lonnell Lowery	From School/Family Liaison, Stephen Decatur, 3.75 hours per day/ Parsons, 3.75 hours per day to School/Family Liaison, Stephen Decatur, 4.5 hours per day	August 16, 2021

CUSTODIAN:

Name	Position	Effective Date
Tamara Garner	From 2nd Shift Custodian, Eisenhower to 2nd Shift Head Custodian, Eisenhower	March 22, 2021
Jordan Softley	From 2nd Shift Head Custodian, Eisenhower to 1st Shift Custodian, Hope Academy	March 15, 2021

RESIGNATIONS

ADMINISTRATOR:

Name	Position	Effective Date
Dr. Paul Fregeau	Superintendent, Keil Administration	June 30, 2021

TEACHERS:

Name	Position	Effective Date
Charisse Brown	Cross Categorical, Oak Grove	May 21, 2021
Alicia Smith	Pre K, Pershing/RCC	March 19, 2021

OFFICE PERSONNEL:

Name	Position	Effective Date
Rhonda Tyler	Secretary to the K-8 Principal, Johns Hill	March 26, 2021

SECURITY PERSONNEL:

Name	Position	Effective Date
Mark Thomas	School Security Officer, Stephen Decatur	March 9, 2021

SCHEDULE B:

Name	Position	Effective Date
Michael Coziahr	Middle School Department Head, Hope Academy	End of the 2020-2021 School Year
David Mattingly	Assistant Softball Coach, Eisenhower	March 8, 2021

RESIGNATION DATE CHANGE**TEACHER:**

Name	Position	Effective Date
Carrie Aultman	Grade 6, Hope Academy	March 12, 2021

RETIREMENT**ADMINISTRATOR:**

Name	Position	Effective Date
Timothy Dever	Assistant Principal, MacArthur	End of the 2020-2021 School Year

COMPENSATION RECOMMENDATIONS:

- The following staff members should be compensated **\$25.00** for participating in New Educator Academy #5 on February 17, 2021 at PDI via Zoom:

Christina Woo

Courtney Kirk

Edward Pacquer

Sharon Renfro

Nathan Schorfheide

Amie Reynolds

Cassie Walden

Angela Thomas

Josie St Pierre

Robin Hodge

Tara Lueras

Mary Taylor

Hanna Reside

Arianna Lawson

Kirsten Perkins

Katheryn Libbey

Paulina Dabrowska

Phil Suarez

- The following staff members should be compensated **\$16.66** for participating in Nearpod on March 3, 2021 at PDI via Zoom:

Alicia Alves	Albulena Emroski
Sarah Brice	Megan Holt
Michelle Brown	Shannen Ray
Taryn Diaz	Tracy Sexton-Long
Terri Ellis	
- The following staff members should be compensated **\$66.00** for participating in HMH Into Literature Learning Session on March 9, 2021 at PDI via Zoom:

Michael Coziahr	Yolanda Minor
Rick Koetje	
- The following staff members should be compensated **\$25.00** for participating in EOS Training on March 9, 2021 at MacArthur:

Brittany Huff	Danielle Seibring
James Horn	Jennifer Young
- The following staff members should be compensated **\$66.00** for participating in Lead 180 Learning Scales on March 8, 2021 at PDI via Zoom:

Ann Downey	Ashley Kitson
Summer Boyd	Matthew Sonder
Cassie Mann	Ben Steele
Linda Stubblefield	Stephani Bellinger
Diane Orr	Hannah Lybarger
Amanda Reeve	Justin Baer
Cassie Walden	Kelsey Doubet
Kathryn Rodgers	Brett Palmer
Greg Smith	Ron Lybarger
Albulena Emroski	Jonathan Hartzmark
Carissa Craven	Emily Stogner
Alicia Alves	Karen McFadin
Sarah Jones	Courtney Kaufman
Ann Zuehlke-Denoyer	Kelli Murray
Jennifer Young	
- The following staff member should be compensated **\$198.00** for participating in Data Privacy Team on March 5, 2021 at PDI:

Mike Coziahr
- The following staff members should be compensated **\$25.00** for participating in MS Honors Algebra 1 Reflection/Discussion on March 5, 2021 at via Zoom:

Hannah Lybarger
Marlo Willett
Kim Vy Williams
Todd Garner

Sarah Garrison
Sarah Jones
Kevin Jones
Kelli Murray

- The following staff members should be compensated for participating in Schedule B Mentoring/Coaching/Athletics during 2nd semester at via Zoom:

Brianne Barrett	\$3,450.00	Kevin Richardson	\$600.00
Carol Scharfenberg	\$1,200.00	Tyraneious Thomas	\$600.00
Lisa Landacre	\$1,200.00	Brandon Jelks	\$600.00
Wayne Dunning	\$750.00	Ann Downey	\$1,350.00
Sydnee Sturdivant	\$600.00	JaDawn Bryant	\$750.00
Ashley Tyler	\$600.00	Bobbi Clark	\$600.00
Ferlaxnes Carson	\$600.00	Lacy Wood	\$600.00
Lyndsay Lemanczyk	\$600.00	Stephen Wood	\$1,500.00.

To: Dr. Paul Fregeau, Superintendent
From: Deanne Hillman, Director of Human Resources
Date: March 23, 2021
Re: Administrative Recommendation

The following person is recommended for the position of Human Resources Director.

Mr. Jason Hood

Education:

2005	MBA	Business Administration, Millikin University, Decatur, IL
1994	JD	Law, University of Illinois, Champaign, IL
1991	BA	English, Wabash College, Crawfordsville, IN

Experience:

12/2020-Present	Senior HR Generalist, Decatur Memorial Hospital, Decatur, IL
06/2019-12/2020	AVP for Academic Affairs – Labor Relations and Operations, Eastern Illinois University, Charleston, IL
07/2018-04/2019	Human Resources Leader, LSC Communications – Manufacturing (Formerly RR Donnelley) Mattoon, IL
01/2016-Present	PT Adjunct Instructor, Parkland College, Champaign, IL
07/2012-07/2018	Human Resources Director, City of Champaign, Champaign, IL
01/2012-07/2012	External Sourcing Associate (Independent Contractor) Volt, Peoria, IL
01/2009-06/2011	Senior Director of Labor and Industrial Relations, The Association of Union Constructors, Arlington, VA
01/2006-01/2009	HR/ADA Manager, Wal-Mart Stores, Inc. Bentonville, AR
01/2005-01/2006	HR/EEO Manager, Tyson Foods, Springfield, AR
01/2003-01/2005	Human Resources Specialist, City of Decatur, Decatur, IL
2002-2003	PT Adjunct Instructor, Academic Advisor, Richland Community College, Decatur, IL
1999-2002	Legislative Liason, African-American Family Commission, Springfield, IL

The employee has reviewed and approved the components of their employee contract.

For payroll purposes only

Effective: March 29, 2021

Pro-rated: Yes X No __

Level: 19 Step: 17

Base Salary: \$145,337.00

Number of full contract days: 261

Pro-rate Contract

Pro-rated Amount: \$37,865.58

Number of pro-rated contract days: 68

Salary approved _____

Date _____

DIRECTOR OF HUMAN RESOURCES CONTRACT
Fiscal Year 2021-2024

This Contract made and entered into this _____ day of _____ 2021 by and between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter “the Board”) and Jason Hood, (hereinafter “the Director”), ratified at the meeting of the Board held on March 23, 2021 as found in the minutes of that meeting.

IT IS AGREED:

1. Employment. The Director is hereby hired and retained from July 1, 2021 to June 30, 2024, as Director of Human Resources. The Director’s work year shall be July 1, 2021 to June 30, 2022 and July 1 to June 30 of each year of this contract thereafter..

2. Duties. The duties and responsibilities of the Director shall be all those duties incident to the office of the Director as set forth in the job description, a copy of which is attached as Exhibit A; those obligations imposed by the law of the State of Illinois upon a Director of Human Resources and to perform such other duties normally performed by a Director as from time to time may be assigned to the Director by the Superintendent of Schools or the Board. The work day, work year, contract year and holidays and holiday pay for the Director shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (May 12, 2020).

3. Salary. The Board shall set the Director’s salary. For the 2021-2022 fiscal year the amount of the Director’s salary shall be an amount to be determined by the Board but not less than One Hundred Forty-Five Thousand Three Hundred Thirty-Seven and 00/100 (\$145,337.00) and for each subsequent year of the contract an amount to be determined by the Board but not less than the amount set for the previous year.. The Director hereby agrees to devote such time, skill, labor and attention to his employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of Director for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of a Board 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 Director, nor that the termination date of this Contract has been in any way extended, unless so stated in the Board approved amendment.

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

6. Academic Improvement and Student Performance Goals. This Contract is a performance-based Contract linked to student performance and academic improvement of the District. The Director shall strive to meet the goals during the term of this Contract. The parties agree the goals and indicators are linked to student performance and academic improvement of the District.

Annually, the Director, with the assistance of his administrative team, shall:

(a) evaluate student performance, which shall include, but not be limited to student performance on standardized tests, completion of the curriculum, attendance and dropout rates:

(b) review the curriculum and instructional services of the District as they impact his school; and

(c) report to the Board on his findings as to (i) student performance and (ii) recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance.

In addition, the parties agree that in the initial year of this Contract, July 1, 2021, through June 30, 2022, the Director shall develop goals to enhance student performance and academic achievement in his building as well as the indicators to measure same. The goals and indicators will be submitted to the Board not later than the January 2022 Board Meeting for discussion and approval.

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

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

9. Other Work. With the permission of the Board, after timely notification of the Superintendent by the Director, the Director may undertake consultative work, speaking engagements, writing, lecturing, college or university teaching, and other professional duties and obligations provided that these activities do not interfere with the effective performance of his duties as Director.

10. Discharge for Good Cause. Throughout the term of this Contract, the Director shall be subject to discharge for good cause provided, however, that the Board shall not arbitrarily or capriciously call for dismissal and that the Director shall have the right to service of written

charges, notice of hearing and a hearing before the Board. If the Director chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by the Director. Failure to comply with the terms and conditions of this Contract shall also be sufficient cause for purposes of discharge as provided in this Contract.

11. Termination by Contract. During the term of this Contract, the Board and Director may mutually agree, in writing, to terminate this Contract. The termination and/or reclassification at the end of the term of this Contract shall be as provided by law.

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

13. Professional Activities. The Director shall be encouraged to attend appropriate professional meetings at the local, state, and national levels. Within budget constraints, such costs of attendance shall be paid by the Board upon receipt of a full, itemized account of such costs.

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

15. Membership Dues. The Board shall pay the cost of the Director's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (May 12, 2020).

16. Medical Insurance. The Director shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (May 12, 2020).

17. Life Insurance. The Director shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (May 12, 2020).

18. Vacation. The Director shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (May 12, 2020).

19. Sick Leave and Personal Leave. The Director shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (May 12, 2020).

20. Disability. Should the Director be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Director's control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary

stipulated. If such disability continues for sixty (60) days after the exhaustion of accumulated leave days (including FMLA) and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Director's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. The Director shall provide medical evidence of illness to the Board President upon request.

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

22. Residency. The Director's residency within the boundaries of the District was required at the time of his initial employment and shall be required during the entire term of his employment by the District.

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

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

To the Director:
Jason Hood
last known address

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

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

26. 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.

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

28. 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.

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

30. Relevant Law. This Contract is authorized under the provisions of The School Code 105 ILCS 5/10-23.8a

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

Director

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

By: _____
President

ATTEST:

Secretary

TRANSITIONAL DIRECTOR OF HUMAN RESOURCES CONTRACT
Fiscal Year 2020-2021

This Contract made and entered into this ____ day of March 2021, by and between the Board of Education of Decatur Public School District No. 61, Decatur, Illinois (hereinafter “the Board” or “the District”) and Jason Hood (hereinafter “the transitional Director of Human Resources”), ratified at the meeting of the Board held on March 23, 2021, as found in the minutes of that meeting.

IT IS AGREED:

1. Employment. The transitional Director of Human Resources is hereby hired and retained to perform the services for the District described herein as transitional Director of Human Resources for a maximum of sixty-eight (68) days between March 29, 2021, and June 30, 2021.

2. Duties. The duties and responsibilities of the transitional Director of Human Resources shall be all those duties incident to the office of the transitional Director of Human Resources, those obligations imposed by the law of the State of Illinois upon an Director of Human Resources; and to perform such other duties normally performed by a transitional Director of Human Resources as from time to time may be assigned to him by the Board or the Superintendent.

3. Compensation. The Board agrees to pay the transitional Director of Human Resources the sum of Five Hundred Fifty-Six and 85/100 Dollars (\$556.85) per day for each day worked (\$37,865.58 for the contemplated term, less customary and required withholdings. Illinois Municipal Retirement System contributions shall be paid by the Board in addition to the the daily rate described herein. The payment of salary shall be in accordance with the method of payment for other administrators in the District. Any adjustment in compensation made during the life of this Contract shall be in the form of an approved amendment and shall become a part of this Contract.

4. Expenses. The Board shall pay the Internal Revenue Service rate to the transitional Director of Human Resources for vouchered reimbursable mileage expenses incurred by the transitional Director of Human Resources while using his personal vehicle for the conduct of approved District business.

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

6. License. The transitional Director of Human Resources shall furnish to the Board, during the term of this Contract, a valid and appropriate license to act as transitional Director of Human Resources in accordance with the laws of the State of Illinois and as directed by the Board.

7. Termination by Contract. During the term of this Contract, the Board and the transitional Director of Human Resources may mutually agree, in writing, to terminate this Contract.

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

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

To the transitional Director of Human
Resources:
Jason Hood
(address on file)

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

10. 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.

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

12. 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.

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

14. Relevant Law. This Contract is authorized under the provisions of 105 ILCS 5/10-23.8a

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.

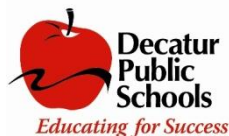
**Jason Hood,
Transitional Director of Human
Resources**

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

**By: _____
President**

ATTEST:

Secretary



Board of Education Decatur Public School District #61

Date: March 23, 2021	Subject: Second and Final Reading – Administrator and Administrative Support Handbook
Initiated By: Dr. Todd Covault, Chief Operations Officer / Treasurer	Attachment: Administrator and Administrative Support Handbook
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The Administrative and Administrative Support Handbook provides an understanding of the benefits afforded to the respective groups. The Handbook is reviewed intermittently and changes are recommended to the Board for consideration. The Board was provided a first reading of the Handbook at the March 9, 2021 meeting. *Providing competitive benefits supports the retention and recruitment of employees as well as the efforts of Teaching and Learning.*

CURRENT CONSIDERATIONS:

The Dean of Students position was listed twice and the duplicate position has been deleted as noted with tracked changes. There have been no other changes since the first reading of the Handbook on March 9, 2021.

FINANCIAL CONSIDERATIONS:

Associated expenses for employees' wages and benefits will be included in the FY 2021-22 budget to reflect final changes in the Handbook.

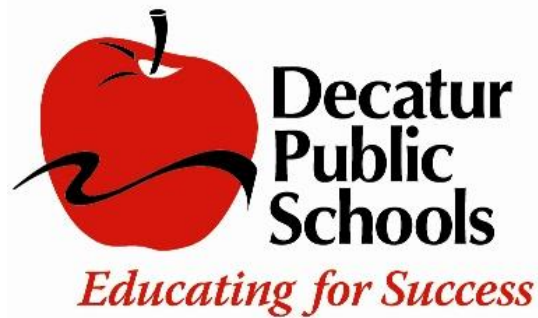
STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Administrator and Administrative Support Handbook as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____



Administrator and Administrative Support Staff Compensation and Benefits

March 23, 2021

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Administrator and Administrative Support Compensation and Benefits

Introduction

This handbook provides the policies and procedures employed by the Decatur Public School District for Administrators and Administrative Support Staff.

This handbook applies to Administrative and Administrative Support employees who are not part of a collective bargaining unit in the District. Employees who are members of a collective bargaining unit in the District shall be subject to the terms of the collective bargaining agreement applicable to his/her collective bargaining unit.

Decatur Public Schools does not intend that this handbook, whether provided to an employee before commencement of employment or after commencement of employment, constitutes as any part of any offer of employment or be interpreted expressly or implicitly to constitute a contract for employment or to provide evidence of the existence of a contract of employment between Decatur Public Schools and any employee.

Some employees covered by this handbook have individual contracts. In the event of a conflict between the individual contract of an administrator and the terms of this handbook, the terms of the individual contract shall prevail.

These policies and procedures are subject to change by Board of Education.

Health Insurance

A. Single Insurance

The Board provides each full-time employee with health insurance coverage as described in the Decatur School District No. 61 Group Medical Plan(s). The employee's portion of the premium will be the same as noted in the Teacher Collective Bargaining Agreement. Employees under contract less than full-time but more than 30 hours per week will be provided the same coverage as a full-time employee. The employee-paid portion of the premium shall be sheltered from federal income taxation to the extent permissible under Section 125 of the Internal Revenue Code.

A prescription ID card will be provided to each employee who is receiving health insurance. Employees should direct any questions or concerns to phone number on the back of the card or to the Benefits Department.

B. Family Insurance

Health insurance coverage for the family of the employee is provided on an optional basis. Employees who select family coverage insurance will pay the employee portion of the premium noted in the Teacher Collective Bargaining Agreement toward the family health insurance premium and shall be sheltered from federal income taxation to the extent permissible under Section 125 of the Internal Revenue Code.

C. Single Insurance – Retiree

The health insurance coverage presently in effect will be provided on an optional basis to employees who retire from the District. The TRS retiree who opts to participate in the employee group health insurance plan will pay the entire annual premium plus the surcharge imposed by the insurance carrier. The IMRF retiree who opts to participate in the employee group health insurance plan will pay the entire annual premium with no surcharge imposed by the insurance carrier. Retiree coverage will terminate when the retiree reaches the age of sixty-five (65).

D. Family Insurance – Retiree

Health insurance for the family of the retiree will be on an optional basis for employees who held District family health insurance at the time of retirement. Retirees who opt for this coverage will pay the entire premium. The TRS retiree must also pay the surcharge imposed by the insurance carrier. Coverage for the spouse, will be terminated when he or she reaches the age of sixty-five (65). Dependents are allowed as provided by federal law.

Cafeteria Plan (Section 125)

The following options are available to employees of Decatur Public School District to shelter taxes associated with certain expenses. Employees should direct any questions or concerns to the Benefits Department.

1. Medical Reimbursement Plan

1. The Flexible Spending Account enables each participant to elect to receive debit or credit reimbursements for qualified medical care expenses that are excluded from the participant's gross income under Section 105(b) of the Internal Revenue Code. The limit allowed under 105(b) is established by the IRS. For calendar year 2021, the contribution limit for medical reimbursements is \$2,750. Any FSA funds expended that are not appropriately verified shall be processed as reportable earnings through payroll as soon as feasible.
2. A Health Savings Account (HSA) is an account owned by a "qualified" individual. Any contributions made to the HSA become the property of the employee and are exempt from federal income tax withholding, social security tax, and Medicare tax. Contributions to the Account are used to pay unreimbursed medical expenses. For calendar year 2021, the employee can contribute up to \$3,600 for self-only coverage or \$7,200 for family coverage. The Board shall contribute to the HSA the same amount as provided to the qualified Teacher.

2. Dependent Care Assistance Program

This Flexible Spending Account plan enables participants to elect to receive reimbursement from dependent care expenses that are excludable from the participant's gross income under Section 129 of the Internal Revenue Code. The limit allowed under Section 129 is established by the IRS. For calendar year 2021, the limits for a married couple filing jointly is \$5,000.

Insurance

A. Life Insurance

The Board of Education will provide each Administrator and Administrative Support employee with group life insurance, double indemnity in the case of accidental death, not to exceed \$500,000. The value of insurance policies for employees over the age of 60 shall be reduced in accordance with the policies established by the insurance company. Any amount of life insurance which exceeds allowable limits set by the Internal Revenue Service shall be reported to payroll and the imputed value shall be processed as payroll earnings.

- 1) A group term life insurance plan with coverage for each employee in an amount equal to two times annual base salary.

B. Liability Insurance

All Administrators and Administrative Support employees shall have coverage for acts committed within the scope of employment as defined in the Board's approved liability insurance policy in accordance with Illinois Law.

Leaves

A. Sick Leave

Sick leave shall be accrued annually on the first payroll of the employee's work year.

- 1) Thirteen (13) sick days are accrued for those on 35-47week contracts.
- 2) Fifteen (15) sick days are accrued for those on contracts of 48 weeks or longer.

B. Sick Leave (Bank)

A Sick Leave Bank shall be provided to protect eligible employees for serious long-term catastrophic accident or illness. The Bank shall be created by moving earned sick days from Administrators and Administrative Support Staff who are unable to report the days to either TRS or IMRF upon separation from the District. The Bank will be administered by the Bank Committee which includes the Superintendent, the Business Officer, and the Human Resources Officer.

To qualify:

- 1) The employee must be actively employed and must have exhausted all accumulated leave including the current year's accruals;
- 2) The employee must not be eligible for disability (including private disability), workers' compensation, or other income protection, and will cooperate with the Bank Committee to determine any such eligibility;
- 3) The employee must submit written verification of an ongoing long-term catastrophic accident or illness, as verified by a licensed medical physician, of the employee or a dependent family member (as defined by the IRS).

The committee shall determine how many, if any, sick leave days should be approved, taking into consideration the following:

- 1) The eligibility of the applicant;
- 2) The seriousness of the illness or disability;
- 3) The likelihood that the applicant will be able to return to work as a result of utilizing the Bank;
- 4) The number of available days in the Bank or days that will be obtained in the near future; and
- 5) The potential needs by other employees.

All applications will be acted upon in a timely manner. Any requests approved must be in full-day units. Employee allocations shall not exceed thirty (30) Sick Leave Bank days per school year. Written verification from a licensed medical physician will be required after each 30-day period. The maximum number of days that an employee

may draw from the Bank during each five (5) year employment period shall not exceed 60 days.

C. Personal Leave

Administrators and Administrative Support Employees will be provided two (2) days of personal leave during each contract year for the purpose of conducting personal business which in the judgment of a prudent person could not be performed outside of the work day. The employee is responsible for completing the appropriate paperwork in advance of the request. If approved, the personal day shall be provided without loss of pay. If the personal leave is the day before, during, or after a vacation period, the employee requesting the leave shall submit the reasons in writing to the Superintendent or designee, who will either accept or deny such request. Unused personal days accumulate as accrued sick leave.

D. Funeral Leave as District Representative

Absence when representing District at local funerals of community leaders, staff members, retired staff members, or parent of students shall be allowed as time off with pay when this absence has prior approval by the employee's immediate supervisor.

E. Administrator Vacation

Vacation days shall be accrued in advance of the school year for the full year of employment. Administrators who work a portion of the school year, shall be provided a prorated number of vacation days of the full year.

Administrators contracted to work more than 195 days and less than 52 weeks with no other vacation provisions are entitled to five vacation days each year. Those not employed for the full amount of contract days for their classification shall be entitled to prorated vacation days according to the employee's beginning and ending date.

Level 13 through 20 Administrators, employed 52 weeks per year, shall be entitled to the following accrual vacation allocation:

- 15 Vacation Days - First Year in District 61
- 16 Vacation Days - Second Year in District 61
- 17 Vacation Days - Third Year in District 61
- 18 Vacation Days - Fourth Year in District 61
- 20 Vacation Days - Fifth Year and Above in District 61

Administrators that separate from the District prior to completing the term shall have the vacation allocation for that year prorated. Necessary adjustments will be processed in the final check to the employee.

Administrators that serve less than 52 weeks will be allowed to carry forward a maximum of five (5) vacation days to the following year. Vacation days accumulated beyond the allowable carry over shall be added to accumulated sick leave.

Administrators who work 52 weeks will be allowed to carry forward a maximum of twenty (20) vacation days to the following year. Any unused vacation days, in excess of twenty (20) will be added to the Administrator's accumulated sick leave.

If an Administrator is placed into a different position and had earned vacation days in the previous position, only those days allowed under the new assignment will be carried forward. All other earned vacation days shall be paid at the per diem rate of the prior position or moved to sick days in accordance with the above rules.

F. Administrative Support Vacation

Vacation days shall be accrued at the beginning of the school year.

It is the Board's desire that employees use earned vacation time. A maximum of fifteen (15) vacation days may be carried forward to the following year. Unused vacation days in excess of fifteen (15) on July 1 will be added to the Administrative support employee's accumulated sick leave.

Level 6 through 12 Administrative support employees, employed 52 weeks per year, shall be entitled to the following vacation allocation:

- 10 Vacation Days - First Year in District 61
- 11 Vacation Days - Second Year in District 61
- 13 Vacation Days - Third Year in District 61
- 15 Vacation Days - Fourth Year in District 61
- 20 Vacation Days - Fifth Year and Above in District 61

Administrative support that is hired late and will not work the full school year shall have the vacation allocation for that year prorated. Administrative support that separate from the District prior to completing the term shall have the vacation allocation for that year prorated. Necessary adjustments will be processed in the final check to the employee.

Administrative support contracted to work more than 200 days but less than 52 weeks with no other vacation provisions are entitled to five vacation days each year. Any vacation days carried over must be used by June 30 of the next school year.

If an Administrative Support Staff employee is placed into a different position and had earned vacation days in the previous position, days will be carried forward to the new assignment not to exceed the maximum carryover.

G. Work Related Injuries

- 1) Employees shall follow the Workers Compensation process for work related injuries.
- 2) Generally, an employee injured in a work-related incident will be provided worker compensation payments of 2/3^{rds} of regular pay. While on Temporary and Total Disability under Workers Compensation, the employee shall use one leave day (sick, personal, or vacation leave) for each third day missed in order to maintain full compensation.

Retirement/Resignation Vacation Payment

The Board will pay, at the pre-separation per diem rate of gross pay for Level 6 through 20 employees, unused vacation days. The maximum paid vacation days will align with the maximum days allowed to carry over to the next year.

Earnings paid for unused vacation days of TRS Administrators will not be reported to TRS as credible earnings, unless the administrator is displaced. Such payment will be made after the final date of employment and no later than thirty (30) days following the employees final pay check for the preceding school year. IMRF employees may have such vacation pay included in their final pay check provided such inclusion does not result in a penalty to the District. If a penalty would result, vacation payment shall be made after the employee retires and no penalty would accrue to the District.

Unused vacation days over the maximum allowed will be added to the retiring IMRF Administrator or Administrative Support Staff employee's accumulated sick leave. If the sick days are at the maximum, the unused vacation days will be lost.

Sick and or vacation days beyond the maximum allowed by either TRS or IMRF for Administrators or Administrative Support shall be donated to the sick leave bank.

Rehire

The rehire of an employee who leaves the District is at the discretion of the Board of Education. An employee rehired who returns to work after a separation of less than one academic year may have his or her benefits reinstated at the level when separation began, less any time owed back to the District.

A former employee who has been rehired after separating from employment for more than one (1) academic year is considered a new employee. Such employee shall not receive credit for previous time earned for vacation, sick, or other leave.

Any break in service shall cause the loss of tenure, and any rehire shall begin the tenure acquisition process anew.

Holiday Provision

Administrators and Administrative support employees shall be entitled to holidays off, if the holiday is within the contract year and recognized by the Board. To be eligible for holiday pay, the holiday must occur during the work year and the employee must be in pay status the day before and the day after the holiday.

Work Day

A workday shall be defined as days of service exclusive of weekends, vacations, holidays or other days when the offices are scheduled to be closed according to the respective adopted annual calendar.

Mileage Reimbursement

Mileage reimbursements shall be provided when an Administrator is required to use a personal automobile for assigned duties within the District or out of District. Mileage reimbursements shall be paid at the published IRS rate in effect at the time.

Professional Dues

The District shall provide financial support for membership in at least one statewide professional organization for both Administrators and Administrative Support employees. Additional requests for memberships are subject to approval by the Superintendent.

All national and regional conferences must be approved in advance by the immediate supervisor.

Contract Year

The contract year is from July 1 to June 30 unless otherwise stated on the employee's contract. The employee shall be paid in substantially equal installments. The bi-weekly pay shall generally align with work performed.

Administrator Contract Days

Contract days are the number of days an employee is scheduled to work and is paid during his or her annual contract effective period. Contract days include sick leave days, holidays falling within the effective period, personal days, and accrued vacation days taken. The employee's per diem is calculated based upon the number of contract days.

A full fiscal year (July 1 through June 30) typically includes 262, 261, or 260 possible work days (Monday through Friday each week).

Each employee group has a base number of contract days which is the maximum number of contract (paid) days in a full year Administrator contract. The full-time base number of days for each Administrator group is listed below:

Contract Days	Administrator Group
262, 261, or 260	District Leadership Team Superintendent, Assistant Superintendent, Executive Director, Chief Operational Officer, Chief Communications, Director, and Assistant Director High School Principal High School Assistant Principal (4) Middle School Principal Special Education (Director and Assistant)
240	Elementary/PK-8 School Principal Alternative Education Principal
220	Coordinator - Health Services Special Education Alternative Program - Principal
200	Elementary/PK-8 Assistant Principal <u>Dean of Students</u> Special Education Administrators Alt Ed Assistant Principal
195	Dean of Students

Employees who are contracted to work less than the full contract days will have a prorated contract, reflecting an annual salary based on the number of scheduled days.

Administrative Support Contract Days

Contract days are the number of days an employee is scheduled to work and is paid during their annual contract effective period. These include sick leave days taken, holidays falling within their effective period, and accrued vacation days taken. Employee per diem is based upon the number of contract days.

A full fiscal year (July 1 through June 30) includes 262, 261, or 260 work week days (Monday through Friday each week).

Each employee group has a number of contract days which is the maximum number of contract (paid) days in a full year contract. The full-time number of contract days for each Administrative Support group is listed below:

Contract Days	Administrative Support Group
262, 261, or	Executive Secretary to Superintendent Arts Education Specialist

260	Information Technology Employees Network Administrator, Specialist, Analyst & Technicians EMS Level 1, 2, and 3 District Instructional Technology Coordinator Macon-Piatt Special Education IT Technician Macon-Piatt Special Education Medicaid/Home Study Coordinator Coordinator of Budgets/Accounting Coordinator of Payroll Coordinator of Purchasing Coordinator of Transportation Business Office Secretary Benefits Coordinator Coordinator of Human Resources Human Resources Analyst Labor Relations Analyst Coordinator of Info Tech Facility Project Manager Research Development Evaluation and Assessment Analyst Research, Development and Evaluation Senior Analyst Instructional Specialist Coordinator Maintenance Foreman Supervisor of Custodians Assessment Administrator Custodial Foreman Electronics Technician Assistive Technologist (Special Education) Family-based Intervention Coordinator TAMES Coordinator (Special Education) Recruitment and Retention Specialist Digital Multimedia and Special Projects Coordinator Innovative Programs Coordinator Coordinator – Jerry J. Dawson Civic Leadership Institute Student Support Services Coordinator
240	African American Scholars Program Coordinator Teaching and Learning Strategist Coordinator Instructional Specialist Coordinator
220	Instructional Technology Coordinator Truancy Coordinator Drop-Out Prevention Coordinator
224	Prevention Initiative Coordinator Early Childhood Program Coordinator Lead Parent Educator Early Childhood Parent Educator

	Family Support and Transition Coordinator
200	Student Behavioral Interventionist
190	Audiologist (Special Education) Occupational Therapist (Special Education) Physical Therapist (Special Education)
176	Occupational Therapy Assistants (Special Education) Physical Therapy Assistants (Special Education)

Retirement Incentive

A. X-Step

The X-step is intended as a payment to the qualified retiring Administrative Support Staff employee for recognition of the many years of faithful and dedicated service given to the District. In order to qualify for the X-step (\$3,000), an Administrative Support Staff employee must have been employed for at least twenty (20) years with the District. The employee must notify the Director of Human Resources in writing, an irrevocable letter of retirement in the year prior to the year retirement benefits begin, no later than sixty (60) days prior to the stated retirement date, of the employee's irrevocable intent to retire from service and collect benefits from IMRF. The bonus shall be paid post retirement and will not be reported to IMRF as creditable earnings.

B. Administrator Retirement Notification

Changes in Illinois Law or the Illinois Administrative Rules that have a negative impact to the District associated with the cost of the benefits described below shall cause the prospective discontinuance of the retirement program for individuals who have not submitted an irrevocable letter of retirement in the year prior to the retirement benefit beginning.

No employee is allowed the retirement benefit unless the employee is eligible to retire with a retirement annuity from TRS. Retirement benefits shall be calculated on base pay. Additional pay for work performed (i.e. summer school) shall not be used in the retirement benefit calculation. The retirement benefit can only be achieved once.

Upon receipt of a letter of retirement that officially notifies the Board of an Administrator's (levels 13-20) irrevocable date of retirement, the Administrator will qualify for the following retirement incentive provided the letter is received in the respective year, no later than:

- 1) May 1, of the year prior to retirement: For the final year of employment, the Administrator's creditable earnings shall be increased by five and three-quarters percent (5.75%) over the employee's creditable earnings for the prior year. In order to be eligible for this retirement incentive, employees must be employed by Decatur Public School District #61 for the fifteen consecutive years that precede the retirement date.

- 2) May 1, two (2) years immediately prior to retirement: For the final two (2) years of employment, the Administrator's creditable earnings shall be increased by five and three-quarters percent (5.75%) over the employee's creditable earnings for the prior year. In order to be eligible for this retirement incentive, employees must be employed by Decatur Public School District #61 for the sixteen consecutive years that precede the retirement date.
- 3) May 1, three (3) years immediately prior to retirement: For the final three (3) years of employment, the Administrator's creditable earnings shall be increased by five and three-quarters percent (5.75%) over the employee's creditable earnings for the prior year. In order to be eligible for this retirement incentive, employees must be employed by Decatur Public School District #61 for the seventeen consecutive years that precede the retirement date.
- 4) May 1, four (4) years prior to retirement: For the final four (4) years of employment, the Administrator's creditable earnings shall be increased by five and three-quarters percent (5.75%) over the employee's creditable earnings for the prior year. In addition, if a letter of retirement is received by May 1 immediately prior to the final four years, the Administrator's accumulated sick leave will be doubled, not to exceed 340 days, prior to the beginning of the upcoming school year. In order to be eligible for this retirement incentive, employees must be employed by Decatur Public School District #61 for the eighteen consecutive years that precede the retirement date.

Salary Compensation

A. Compensation

Compensation will be in accordance with the schedule or other system as approved by the Board. Administration shall annually recommend increases to the base compensation of the salary schedule and adjustments to the assignment base wages as deemed appropriate.

Levels (6-20) Administrators and Administrative Support Staff employees, who have exceeded years of service beyond the established scale, will receive an increase based upon the Consumer Price Index for All Urban Consumers (CPI-U) set in December of the prior year. The Board may elect not to advance an Administrator or Administrative Support staff employee on the salary schedule. The Board may elect not to award employees beyond Step 30 an annual average salary adjustment.

Full year Administrators and Administrative Support staff employees will be paid on a twelve (12) month (26 pay) basis. The contractual salary will be divided substantially equally over 26 pay periods. In determining the per diem for the employee, the contractual pay will be divided by the number of work days in the fiscal year (i.e. 262, 261, or 260). An employee must be employed on or before October 1 to be eligible to advance on the salary schedule.

B. Placement on Salary Schedule

Administrators:

The Administrator will generally be placed on the Administrator Salary Schedule as designated by Administrator Assignment and Salary Range within the following parameters:

An Administrator will be placed on the appropriate salary range of the Administrator Salary Schedule based upon years of educational experience, both teaching and administration. Efforts will be made to place the Administrator on a step that best represents the Administrator's experience. Exceptions to the normal placement on the schedule require approval by a majority vote of the Board of Education.

Placement consideration will generally be at a step which best represents the respective employee's experience with consideration given to previous years of Administrative experience (one step for each year) and Teaching experience (one step for each two years).

Administrative Support Staff:

Administrative Support employees will generally be placed on the Administrative Support Salary schedule as designated by employee assignment and salary range within the following parameters:

An employee, new to the Administrative Support Group, will be placed on the appropriate salary range of the Administrative Support Salary Schedule. Efforts will be made to place the employee on a step that best represents the employee's experience. Beginning May 13, 2020, two (2) years of related non-district experience will count as one (1) year on the salary schedule. A year of District experience represents one step on the salary schedule

Tuition Reimbursement Program

Administrators and Administrative Support employees holding a Level 6 or higher will be allowed to earn up to forty (40) semester credit hours – cumulative, provided such study has been approved in advance by the Superintendent or designee and provided that the course(s) is successfully completed with a "B" or better grade. Employees will be allowed to earn up to twelve (12) semester credit hours per calendar year with the same stipulations for preapproval and successful completion with a grade of "B" or better. For classes that do not provide a letter grade, the employee must successfully pass the class.

Each Administrator and Administrative Support employee must provide written explanation of how the course(s) will improve his or her work performance within the District. Reimbursement for hours that do not comply with the District's Educational Assistant Plan – Tuition Reimbursement Program shall be processed through payroll as earnings and the appropriate taxes withheld. The reimbursement will be based on the actual tuition fee of the college or university attended and shall not exceed \$350 per semester

hour. Employees will be responsible for submitting the proper documentation for reimbursement including an official transcript showing successful completion of the course work with associated grade and evidence showing the amount paid by the employee to the institution.

An employee who applies for an approved professional credit refund shall signify intention of remaining as a full-time employee in the Decatur School District for a minimum of one full school year after receiving said refund.

For additional details, see the Educational Assistance Plan – Tuition Reimbursement Program document.

TRS and IMRF Pickup

A. TRS Pick-up

Administrators who participate in the Illinois Teachers Retirement System will be granted full board paid TRS, not to exceed the 9.8901% of the Administrator's salary or 9.0% of gross creditable earnings from salary.

B. IMRF Pick-up for Administrators

Administrators who participate in the Illinois Municipal Retirement Fund will be granted an increase in gross earnings, not to exceed the 4.71204% rate of the Administrator's salary or 4.5% of the Administrator's gross creditable earnings from salary.

C. IMRF Pick-up for Administrative Support Staff

The Administrative Support Staff employee who participates in the Illinois Municipal Retirement Fund will be granted an increase in gross earnings according to the following schedule:

- 1.0% - 3 years of District experience
- 1.5% - 4 years of District experience
- 2.0% - 5 years of District experience
- 2.5% - 6 years of District experience
- 3.0% - 7 years of District experience
- 3.5% - 8 years of District experience
- 4.0% - 9 years of District experience
- 4.5% - 10 years of District experience

Moving Expenses

Any Administrator who holds a position grade of 13 or higher may receive moving expenses up to \$8,000 if the employee resides outside of the District and moves into the District within one (1) calendar year. An employee will obtain two (2) written moving proposals by professional movers. Payment will be made directly to the mover. Any

portion of the moving expenses paid that does not qualify as a non-taxable benefit shall be processed as reportable wages through payroll and appropriate taxes withheld as soon as feasible.

Cell Phones

Cell Phones are offered in accordance with the following parameters to individuals who frequently require contact during the school day as well as contact after hours for school related business. There is no requirement for the employee to hold a district cell phone if the employee chooses to carry a personal cell phone.

The District shall offer a cell phone as a taxable fringe benefit at the District's cost to individuals in the following groups: Administrators or Administrative Support Staff within Buildings and Grounds or Technology. The value of this benefit shall be determined from the average cost of the plan from the prior year and adjusted annually, as necessary, at the beginning of each fiscal year.

The benefit will be reported to payroll in order to gross up wages to account for the value of this benefit. As a taxable benefit, the employee is allowed to use the cell phone for personal reasons; however, employees are reminded that the use of a District provided device is attainable within Freedom of Information Act requests.

Personal Use of a District Vehicle

In order for buildings and grounds administrators and supervisors to provide efficient and expeditious service to buildings, the following employee groups shall be afforded a district vehicle to drive to and from home and the work location. This benefit is only afforded to those employees who reside in the Decatur School District boundaries.

- Buildings and Grounds Leadership (2)
- Maintenance Foreman (2)
- Custodian Foreman (2)
- Electronics Technician (1)

The District shall apply the Internal Revenue Services, Cents-per-Mile Rule to determine the taxable value of this benefit. The value of this benefit will be reported as earnings through the employee's gross wages.

This calculation shall presume one round trip each day from home and one round trip each day for a meal.

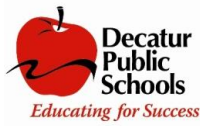
- The vehicle will be regularly used for district business throughout the calendar year.
- The vehicle must meet the IRS maximum automobile value. The value of the car, pickup, or van when first made available to the employee for personal use cannot be an amount greater than the amount determined by the IRS as the maximum automobile value for the year as published in a notice the annual respective annual Internal revenue Bulletin.

- The employee shall annually submit for a Department of Motor Vehicles review.
- Personal use of the vehicle is strictly limited to driving to and from work and for one, daily personal use of the vehicle for a meal.

Recruitment and Retention

In order to foster the recruitment and retention of administrators, those administrators who live within District boundaries may select the Magnet School they wish their own children to attend as appropriate.

Adopted: February 1996
Revised: October 23, 2012
Revised: May 27, 2014
Revised: October 14, 2014
Revised: April 14, 2015
Revised: June 23, 2015
Revised: December 13, 2016
Revised: December 4, 2018
Revised: May 12, 2020
Revised: March 23, 2021



Board of Education Decatur Public School District #61

Date: March 23, 2021	Subject: Authorize Administration to Negotiate the original Contract Proposal from Robertson Charter School (RCS)
Initiated By: Dr. Paul Fregeau, Superintendent, Dr. Todd Covault, Chief Operational Officer, and Ashley Grayned, Executive Director of Innovative Programs and Strategic Planning	Attachment: The original Robertson Charter School's Contract Proposal
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The Decatur Public School District #61 and Robertson Charter School first entered into a Charter agreement on March 23, 2001. The Illinois State Board of Education issued the first respective Charter to Robertson Charter School on August 17, 2001. The Charter agreement provides instruction for pupils in grades Kindergarten through 8th grade. Since 2001, the District has entered multiple five-year continuing agreements in 2006, 2011, and 2016 with the current Charter Agreement terminating on June 30, 2021. *This supports Teaching and Learning by establishing the terms by which Robertson will provide an education to their students.*

CURRENT CONSIDERATIONS:

The District received notice from the Robertson Charter School's leadership on January 29, 2021 noting interest in continuing the Charter School Agreement with respective terms. The District is interested in obtaining mutual agreement to extend the Charter Agreement and has indicated said interest to the Charter School leadership. In order to effectively negotiate an extended contract, the District has interest in assigning a point person and respective committee to negotiate the impending contract renewal. Absent agreement of terms for a renewal, the existing contract provides that the parties fulfill mutual obligations under the current contract at the end of the current term, June 30, 2021.

FINANCIAL CONSIDERATIONS:

The current Charter agreement provides funding to the Charter School based upon a calculated Per Capita Tuition Charge as determined through the District's annual audit, the Annual Financial Report. Based upon the estimated Charter School enrollment, annual tuition paid to Robertson is approximately \$3.6 million.

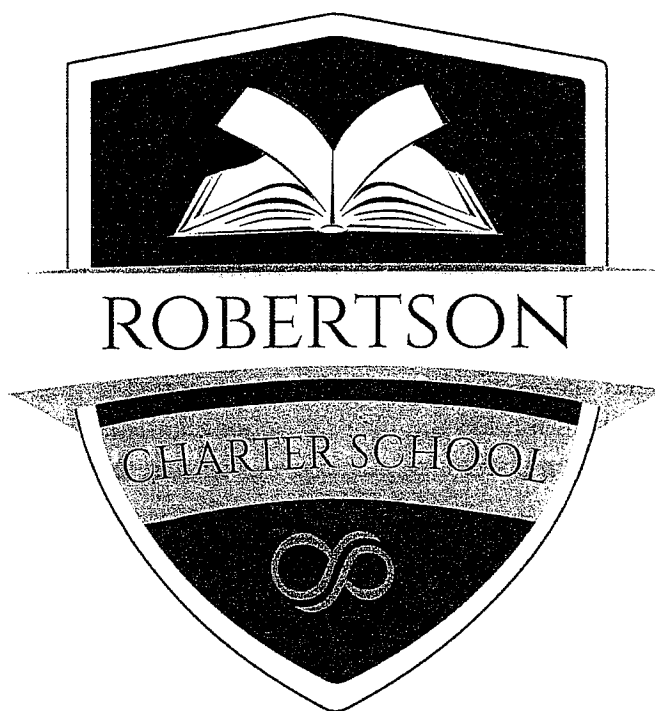
STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education **authorize** Dr. Todd Covault, Treasurer, and Ashley Grayned, Executive Director of Innovative Programs and Strategic Planning, to represent the District and negotiate the original Contract Proposal that was submitted by Robertson Charter School (RCS) in January 2021.

RECOMMENDED ACTION:

☒ Approval
☐ Information
☐ Discussion

BOARD ACTION: _____



Contract Renewal Proposal

Robertson Charter School, Inc.

"Where Character Comes First"

Robertson Charter School Contract Renewal Proposal
Robertson Charter School, Inc. 2240 East Geddes Avenue, Decatur, Illinois 62526

01/29/2021

Robertson Charter School – Contract Renewal Proposal

Overview

Robertson Charter School (“Charter School”) was approved by Decatur Public School District #61 on January 6, 2001. It was chartered by the Illinois State Board of Education on August 17, 2001. The charter contract was issued for a five-year term to end June 30, 2006 and it has been renewed in five-year intervals ever since (2006, 2011, and 2016).

The Charter School was the vision of a local minister who hoped to intervene in the negative fate of Decatur’s at-risk youth. He founded the Charter School, an Illinois not-for-profit corporation, on June 7, 2000. The corporation’s singular purpose was to start and operate the Charter School.

At its regular meeting of January 6, 2001, Board of Education of Decatur District 61 (“Board”) unanimously approved the proposed Charter School.

On August 17, 2001, the Charter School received its official charter recognition from the Illinois State Board of Education (“State Board”). Classes began on August 20, 2001. Four teachers, hired and trained during the summer, greeted some 67 children to the new school in a converted insurance company office at 1424 East North Street.

The Charter School, as proposed, opened as a Kindergarten through Grade 3 facility, targeting at-risk children. The vast majority of those first 67 children were from minority and low-income families. At the beginning of the 2005-2006 school year, grade levels had expanded, as proposed, to Kindergarten through Grade 7, with an enrollment of 171 students. The majority of children served currently and over those four-and-one-half years continued to be minority and low-income.

The first year of operations of the Charter School was rocky. Like many start-up enterprises, a strong learning curve made operations difficult. Several public hearings before the Board examined financial issues of the fledgling corporation. Those issues lead to the resignation of the founder on December 18, 2001.

The Charter School Board of Directors (“RCS Board”) named Reverend Glenn Livingston to its ranks on December 21, 2001 and immediately elected him President and CEO. Under Reverend Livingston’s guidance, the Charter School completed the process of accounting for the school’s finances and bringing the School’s financial house in order.

During his nineteen years of oversight, Reverend Livingston - now Bishop Livingston – and the RCS Board, has led the Charter School to its full complement of grades Kindergarten through Grade 8, with some 335 students. In 2006, with its expansion and growth, the school purchased and moved to its current, permanent home at 2240 East Geddes Avenue, a former Decatur public school building. With the Charter School’s financial stability, Bishop Livingston and the RCS

Board found it possible to add a new Middle School wing to this venerable building, equipped with a state-of-the art science lab and the latest in computer technology. The wing includes a gymnasium to house physical education classes and to facilitate the charter school's interscholastic athletic team events. That same fiscal stability continues to find the school operating with a budget surplus each year.

During these same years, students at the Charter School have demonstrated the educational power of our concept. The School has had a Commendable designation for the last 3 years. Student academic achievement on the Illinois Assessment of Readiness (IAR) does not reflect where we want to be, but we are making progress with student growth each year. When looking at data over the last 5 years, focusing on the performance of black students, our students perform either at the same level as the District or higher. In 2016, our black students performed higher in Math than black students in the district and in ELA performed at the same level as the black students in the district. In 2017, our black students performed higher in both ELA and Math. In 2018, our black students performed at the same level as the black students in the district in both ELA and Math. In 2019, our students performed higher in ELA and at the same level as black students in the district in Math.

Staff camaraderie is exemplary and includes teachers, administrators, aides and staffers. Custodians, bus drivers and parents are equal partners in the success of the Charter School.

The Charter School is pleased to have maintained an equitable and working relationship with the Board and the Administration of Decatur District #61. It is our perception and our goal that the Charter School exists as a partner in the mission of Decatur District #61.

As the Charter School approaches its charter contract renewal submission date, we offer the following review of our current contract fulfillment and request of the Board a fourth renewal of our charter contract. It is our firm belief that the Charter School is successful in its mission and an asset to the children of Decatur. We believe that we have fulfilled the tenets of the current Charter School Agreement with District 61 dated July 1, 2016 ("Current Agreement"). We believe that it is in the best interest of the District and the children we serve for the Charter School to be continued for another ten years.

Robertson Charter School – Contract Renewal Proposal

Contract Compliance

Term of Agreement

Mission: The Charter School has operated under the mission statement set forth in its original application.

Age, Grade Range: The Charter School began serving grades K through 3, offering 4th grade in the 2001-2002 school year and instruction in subsequent years expanded to all grades K through 8.

Enrollment. Enrollment in the Charter School has been open to any pupil who resides within the established boundaries for the Decatur School District. The Charter School has had more eligible applicants for enrollment in the Charter School than there are spaces available, therefore successful applicants have been selected by lottery open to all applicants and the public. Priority for enrollment has been given to those At-Risk Pupils specified in the recitals, siblings of pupils enrolled in the Charter School and to pupils who were enrolled in the Charter School the previous school year, unless expelled for cause. The Charter School has not permitted dual enrollment of any student at both the Charter School and another public school or nonpublic school. The Charter School has not enrolled any student who is not a current resident of the Decatur School District.

Goals, Objectives, Pupil Performance Standards. The Charter School has pursued and made measurable progress toward the achievement of the goals, objectives and pupil performance standards consistent with those set forth in the Charter School proposal and in accordance with the Accountability Plan described in Section 7 of the Current Agreement. Those goals, objectives and pupil performance standards shall be in compliance with Section 2-3.64 of the Illinois School Code, 105 ILCS 5/2-3.64.

Evaluation of Pupils. The Charter School's plan for evaluating pupil performance, the types of assessments used, the time-line for achievement of performance standards, and the procedure for taking corrective action in the event that pupil performance at the Charter School falls below those standards, have been successful and consistent with the Current Agreement.

Curriculum. The curriculum established by the Charter School has been consistent with the original Charter School proposal and as otherwise modified or supplemented over time. Some modifications, such as textbook publishers and the addition of more digital learning, have been made. All such modifications have been to improve the learning and testing performance of the students attending the Charter School.

School Year; School Days; Hours of Operation. Instruction commenced on August 20, 2001, consistent with the original charter school proposal and Illinois Charter School law. The days and hours of operation of the Charter School shall be as set forth in the original charter school proposal. Days of operation have been coincident with those of District 61.

Disciplinary Code. The Charter School implemented its own system of uniform student discipline. The developed codes, policies and procedures regarding student conduct and student discipline have been in full compliance with applicable federal and state laws, including without limitation, the grounds and procedures established by state statute for suspending, expelling or denying admission to a student.

The Charter School submitted its disciplinary code to the Board for review, as per agreement, and has carried out all disciplinary actions in accordance with such disciplinary policy and the Illinois School Code. The Charter School has complied at all times with federal due process requirements in its disciplinary activities.

The Charter School has been responsible for suspensions and expulsions of students. The Charter School submitted its expulsion policies and procedures to the Board for review. Following any student expulsion from the Charter School, the Charter School has promptly notified the Board and provided to the Board, no later than ten (10) days following the expulsion of such student, with a summary statement of the grounds and evidence warranting expulsion and a record of the proceedings in which the expulsion decision was made.

Governance and Operation

Members of the RCS Board have been selected according to the needs of the school. Composition of the RCS Board has been as stated in the by-laws of the Charter School. Members of the RCS Board have set policy for the Charter School and have been responsible for overseeing the academic and fiscal integrity of its operations, and for assuring that the Charter School has operated in compliance with the Charter Schools Law and other relevant laws. Members of the RCS Board have selected, and evaluated the performance of the head of the school's administrative team.

Pupil Transportation

The Charter School has met the transportation needs of all of its students. The Charter School has maintained a plan to specifically address the transportation needs of low-income and at-risk pupils as required by the Charter Schools Law and submitted such plan to the Board as required.

School Calendar

No later than August 1 of each year during which the Current Agreement has been in effect, the Robertson Charter School has submitted to the Board its school calendar for the following academic year.

Records

The Charter School has complied with all record keeping requirements of federal or state law and has provided any and all reports necessary, to meet the School District's reporting obligations to the State Board. Student records included, without limitation, immunization records, class schedules, records of academic performance, disciplinary actions, attendance and standardized test results and documentation required under federal and state law regarding the education of students with disabilities.

The Charter School has complied with all applicable federal and state laws, concerning the maintenance, retention and disclosure of student records, including, without limitation, the Illinois School Student Records Act, 105 ILCS 10/1 et seq., and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g.

Additional Covenants and Warranties of Charter School

Compliance with Laws and Regulations

The Charter School has operated at all times in accordance with the Charter Schools Law and all other applicable Federal and State laws from which the Charter School is not otherwise exempt and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status or need for special educational services. The Charter School has also complied with the following:

1. Section 2-3.64a-5 of the Illinois School Code (105 ILCS 5/2-3.64a-5), regarding performance goals, standards and assessments;
2. Sections 10-21.9 & 34-18.5 of the Illinois School Code (105 ILCS 5/10-21.9) regarding criminal background investigations and checks of the Statewide Sex Offender Database of applicants for employment;
3. Section 24-24 & 34-84A of the Illinois School Code (105 ILCS 5/24-24 & 34-84A) regarding discipline of students;
4. The Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.);
5. Section 108.75 of the General Not For Profit Corporation Act of 1986 (805 ILCS 105/101.01 et seq.) regarding indemnification of officers, directors, employees and agents;
6. The Abused and Neglected Child Reporting Act (325 ILCS 511 et seq.);
7. The Illinois School Student Records Act (105 ILCS 5110-1 et seq.) and Section 10-17a of the School Code regarding school report cards;
8. The Freedom of Information Act (5 ILCS 140/1 et seq.);
9. The Open Meetings Act (5 ILCS 120/1.01 et seq.);
10. The Pension Code (40 ILCS 5/1-101 et seq.), subject to the limitations set forth in Section 60) below;
11. All applicable health and safety regulations of the State of Illinois and the City of Decatur, including without limitation those laws specifically identified by the State Board as being applicable to charter schools, which include the following sections of the Illinois School Code. 105 ILCS 511-1 et seq.-
 - Section 2-3.12 (requires compliance with State Board building, and life and safety codes).
 - Sections 10-20.5b. (prohibits tobacco use on school property).
 - Section 10-20.23 (requires in-service training for school personnel who handle hazardous or toxic waste.
 - Section 10-20.23 (requires schools to have tornado prevention programs)
 - Section 10-21.10 (Prohibits students from having electronic paging devices on school property).
 - Section 10-21.11 (requires schools to have policies for handling students with chronic infectious diseases)
 - Section 27-8.1 (requires that students have periodic health examinations and

immunizations)
Section 10-22.21b (requires that schools have policies regarding administering medication to students)
Illinois Vehicle Code, 625 ILCS 5/1-101 et seq.
Eye Protection in School Act, 105 ILCS 115/0.01 et seq.
School Safety Drill Act, 105 ILCS 128/1, et seq.
Toxic Art Supplies in Schools Act, 105 ILCS 135/1 et seq.

Compliance with the Current Agreement

The Charter School has operated at all times in accordance with the terms of the Current Agreement, including but not limited to the Accountability Plan contained therein.

Maintenance of Corporate Status and Good Standing

The Charter School has at all times maintained itself as an Illinois general not-for-profit corporation capable of exercising the functions of the Charter School under the law of the State of Illinois, has remained in good standing under the laws of the State of Illinois, and has timely made all required filings with the office of the Illinois Secretary of State. As the Charter School has become recognized as an organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code, the Charter School further provided the Board with copies of all applications and filings relating to its approval and maintaining 501(c)(3) exempt status.

Personnel

The relationship between the Charter School and its employees, and the manner in which terms and conditions of employment shall be addressed with affected employees and their recognized representatives, if any, have been as set forth in the original proposal and the Current Agreement. The Charter School has complied with all Federal and Illinois employment laws and regulations made applicable to charter schools under the Charter Schools Law.

No later than September 1 of each year, the Charter School has provided the Board with a list containing the names, job positions, and social security numbers, of all its employees. Such list also indicated: (1) for each employee, the date of initiation of the criminal background investigation required under Sections 10-21.9 and 34-18.5 of the Illinois School Code and Section 4(e) of the Current Agreement, and the results of such background check; and (2) for each individual employed in an instructional position, evidence of certification, or evidence that such individual is otherwise qualified to teach under Section 27A-10(c) of the Charter Schools Law, including information regarding the additional mentoring, training and staff development, if any, to be provided by the Charter School pursuant to Section 4(f) of the Current Agreement. For any individual hired in an instructional position after September 1 for the current academic year, the Charter School has provided the Board with such evidence of certification or other

qualification no later than thirty (30) days after the individual's initial date of hire.

Criminal Background Checks

The Charter School has not knowingly employed any individual (1) for whom a criminal history records check and a statewide sex offender database check investigation has not been initiated or (2) who has been convicted for committing or attempting to commit one of the offenses enumerated in Sections 10-21.9 and 34-18.5 of The School Code.

Instructional Providers

The Charter School has employed or otherwise utilized in instructional positions only those individuals who are certificated under Article 21 of the Illinois School Code, 105 ILCS 5/21-5e et seq., or who are otherwise qualified to teach under Section 27A-10(c) of the Charter Schools Law. For purposes of the Current Agreement, "instructional positions" means all those positions involving duties and responsibilities which, if otherwise undertaken in the Decatur School District, would require teacher certification. In the event the Charter School employed or otherwise utilized non-certificated personnel in instructional positions, the Charter School has provided such additional mentoring, training and staff development as the Charter School determined was necessary to ensure that such individuals performed their instructional duties satisfactorily.

Building

The Charter School obtained and submitted to the Board for review no later than August 15, 2001 all applicable occupancy permits and health and safety approvals for the building; and evidence of title to the school building satisfactory to the Board. Since then the Charter School has taken such actions as are necessary to ensure that all occupancy permits and health and safety approvals remained valid and in force, and has certified to the Board no earlier than June 1 and no later than July 1 of each year that such certificates and approvals remained in force.

Financial Operations of Charter School

Financial Management

The Charter School has operated in accordance with GAAP or other generally accepted standards of fiscal management. The Charter School's accounting methods have complied in all instances with any applicable governmental accounting requirements.

Budget and Cash Flow

The Charter School has prepared and provided to the Board a copy of its annual budget and quarterly income statements for each fiscal year by no later than July 1 of such fiscal year. The fiscal year for the Charter School begins on July 1 of each year and end on June 30 of the subsequent year.

Distribution of Funds

The Board has distributed Charter School Funds, as determined in Section 5(d) and Exhibit "C" of the Charter School Agreement, in four quarterly installments payable on or before July 15, October 15, January 15 and April 15 of each fiscal year. The first such distribution was July 15, 2001.

State Chapter 1 Funds

The Charter School has furnished the Board with eligibility data regarding State Chapter 1 eligible students enrolled in the Charter School.

Tuition and Fees

The Charter School has not charged tuition to any student. The Charter School has, to the extent permitted by law, charged reasonable fees for instructional materials and student activities.

Pension payments

The Charter School has complied with those provisions of the Illinois Pension Code which specify applicability to, or compliance by, charter schools. The Charter School has been fully responsible for all employer contributions which were due to the Teachers' Retirement System for its eligible employees.

Initial Statement of Management and Financial Controls

At all times, the Charter School has maintained appropriate governance and managerial procedures and financial controls which have included, but were not limited to: (1) generally accepted accounting procedures; (2) a checking account; (3) adequate payroll procedures; (4) bylaws; (5) an organization chart; and (6) procedures for the creation and review of monthly and quarterly financial statements, which procedures specifically identified the individual who is be responsible for preparing such financial statements in the following fiscal year. The Charter School has retained a Certified Public Accountant who has performed an on-going review of the Charter School's management and financial controls.

Annual Audits

The Charter School has caused a Financial Statement Audit and Financial and Administrative Procedures Controls Review (collectively, the "Financial Audits") to be performed annually at its expense by an outside independent auditor retained by the Charter School and reasonably acceptable to the Board. The Financial Audits have been made available to the Board no later than October 1 of each year, beginning with October 1, 2002. The Financial Audits have included:

- (1) An opinion on the financial statements (and Supplementary Schedule of Expenditures of Federal Awards, if applicable);
- (2) A report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with *Government Auditing Standards*;
- (3) A report on compliance with requirements of applicable laws and regulations, including the audit requirements contained in the Accountability Plan.

Quarterly Financial Statements

The Charter School has prepared quarterly financial statements which have been provided to the Board on or before January 31, April 30, July 31 and October 31 of each year, beginning October 31, 2001.

Attendance

Attendance of students at the Charter School has been in compliance with Illinois' compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and unexcused absences. The Charter School has maintained accurate enrollment data and daily records of student attendance and has provided the previous month's enrollment and attendance data to the Board on or before the tenth of every month on the forms provided.

Insurance

The Charter School has, at its own expense, purchased and maintained insurance covering all of its operations. Such insurance includes the types of insurance set forth in Exhibit "B" of the Current Agreement, subject to the conditions and in no less than the respective limits set forth therein. All insurers have been licensed by the State of Illinois and rated B+ or better by A.M. Best or a comparable rating service.

No later than August 1, 2001, and each July 1 thereafter, the Charter School has provided the Board with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts as set forth above and in Exhibit "B" of the Current Agreement, showing Decatur School District as an additional insured. All such insurance policies have contained a provision requiring notice to the Board,

at least 60 days in advance, of any material change, non-renewal or termination, to the attention of Decatur 61, Director of Business Affairs, 101 W. Cerro Gordo, Decatur, Illinois, 62523.

Accountability and Evaluations

Accountability Plan

The Charter School has been held accountable by the Board in conformance with the Accountability Plan contained in Exhibit "C" ("Accountability Plan") of the Current Agreement.

Standardized Tests

The Charter School has participated in Illinois Standards Achievement Test (ISAT) and Partnership for Assessment of Readiness For College and Careers (PARCC), and is now participating in Illinois Assessment of Readiness (IAR).

Other Evaluation Procedures

In addition to the above procedures, the Charter School has granted reasonable access to, and cooperation with, the Board, its officers, employees and other agents, including allowing site visits by the Board, its officers, employees and other agents, for the purpose of allowing the Board to fully evaluate the operations and performance of the Charter School pursuant to the Accountability Plan and the Charter Schools Law.

Pupil Data

The Charter School has furnished to the Board, as requested, academic and demographic pupil data, including information relating to individual students as well as aggregate and comparative data to the extent that such information is available to the Charter School. The Charter School has made available to the Board all information and data which it provides to any third party for research purposes.

Special Education

Provision of Services

The Charter School has complied with the Individuals with Disabilities Education Act (20 U.S.C. §1401 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), and subject to the following additional conditions: (i) the Charter School has complied with all Decatur School District policy and procedure manuals for serving students with disabilities, including forwarding requests for due process hearings, requests for evaluations, and services to the Macon-Piatt Special Education Association; and (ii) if the Charter School believed that it is unable to implement a disabled student's Individualized Education Plan the Charter School has consulted with the Macon-Piatt Special Education Association.

Funding

The Board has provided special education services to the Charter School. The Charter School has not received any federal or state funds related to special education.

Teaching Staff

All special education teachers who have provided services to the Charter School students have been employees of District 61 and under its direction. On or before August 1 of each school year, the Charter School and the Board have mutually agreed to the amount of time and number of special education teachers required under the Illinois School Code to meet the Charter School student's needs. Upon completion of the needs assessment, the Board has assigned the required number of teachers. The assignment of staff has remained entirely vested with the Board.

The Charter School has required its employees to fully cooperate with the special education staff and supervisors regarding: teaching methods and strategies, accommodation planning and implementation, and have attended all required meetings regarding charter school students.

Indemnification

To the fullest extent permitted by law, the Charter School has indemnified, defended and held harmless the Board, and their respective members, agents, officers, employees, agents, and representatives, past and present (collectively, the "Board Indemnitees"), from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, demands, suits, liabilities, injuries (personal or bodily), of every kind, nature and character arising or resulting from or occasioned by or in connection with (i) the possession, occupancy or use of the property of the Charter School, by its faculty, students, patrons, employees, guests or agents, (ii) any act or omission to act, whether negligent, willful, wrongful or otherwise by the Charter School, its faculty, students, patrons, employees, guests or agents, (iii) a violation of any law, statute, code, ordinance or regulation by the Charter School, its faculty, students, patrons, employees, guests or agents, and/or any breach, defaults, violation or nonperformance by the Charter School of any term, covenant, condition, duty or obligation provided in the Current Agreement including, but not limited to the Accountability Plan.

Dispute Resolution

Any dispute that has arisen between the School District and the Charter School concerning the Current Agreement has first been submitted to the Superintendent of the School District or his designee for review. Thereafter, representatives of the School District and the Charter School have met and attempted in good faith to negotiate a resolution of the dispute. Any and all disputes have been minor and have been resolved through this procedure.

Amendments

No amendments to the Current Agreement have been proposed or required.

Assignment

The Current Agreement has not been assigned or delegated by the Charter School under any circumstances.

ACCOUNTABILITY PLAN

Pupil Performance

The Charter School has participated fully in Partnership for Assessment of Readiness for College and Careers (PARCC) and Illinois Readiness Assessment (IAR). Data from these assessments has been compiled and evaluated as per the assessment rubrics of the Current Agreement as set forth below.

This category has multiple Indicators and the charter school's performance on each Indicator has been rated as:

1. Superior - performance exceeds expectations;
2. Satisfactory - performance meets expectations;
3. Unsatisfactory - performance clearly does not meet expectations.

The following rubric is what was used to determine the Charter School's performance.

Over the last 5 years, the Charter School's pupil performance data falls within the Satisfactory range. Our Reading and Math Comparative Data is Unsatisfactory as it performed in the bottom 33%. Its multi-year trend was Superior in that it has trended up with the exception of one year. The Renaissance Star Data that the Charter School uses as the Unique Indicator is Satisfactory in that each year the School falls within the 35-65 SPG for our overall student growth range.

Indicator:	<u>Superior</u>	<u>Satisfactory</u>	<u>Unsatisfactory</u>
<u>Reading (PARCC):</u> Comparative data with District schools	Top 33%	Middle 33%	Bottom 33%
<u>Mathematics(PARCC):</u> Comparative data with District schools	Top 33%	Middle 33%	Bottom 33%
<u>Reading (PARCC):</u> Multi-Year Trend	Up	Flat	Down
<u>Mathematics(PARCC):</u> Multi-Year Trend	Up	Flat	Down

<u>Unique Standards and Assessment:</u> Percent of students who meet standard at level to be determined by the Charter School and Board	To be determined for each Indicator	To be determined for each Indicator	To be determined for each Indicator
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Fiscal Management

Illinois Charter Schools Law requires a charter school to meet generally accepted standards of fiscal management. Data from these assessments has been compiled and evaluated as per the assessment rubrics of the Current Agreement as set forth below.

The Charter School has provided the Board with a copy of its annual budget for each fiscal year by July 1 of each fiscal year. These financial reports presented in the Charter School's annual financial audit, required under Section 6.1 of the Charter School Agreement, along with any other relevant information, has been used to determine that the Charter School maintained a balanced budget during the prior year.

This category has multiple Indicators and the charter school's performance on each Indicator has been rated as:

1. Superior - performance exceeds expectations;
2. Satisfactory - performance meets expectations;
3. Unsatisfactory - performance clearly does not meet expectations.

Indicator	Superior	Satisfactory	Unsatisfactory
Balanced Budget: 1) Prior-year balanced budget successfully implemented, 2) Realistic current-year balanced budget plan	Both elements Present	Current-year budget balanced. Prior-year budget not balanced.	Current-year and Prior-year budget not balanced.

Financial Audit Findings	No findings	Any Minor finding(s)	Any repeated finding; any Major finding
Financial Obligations: pension payments, payroll taxes, insurance coverage, loan payments and terms	All in good standing	Non-payment with realistic plan to make payment; non-compliance with loan terms.	Non-payment without realistic plan to make payment: non-compliance with loan terms.

The Charter School has had complete compliance with each of the components of Fiscal Management Compliance for a "Superior" rating.

C. Compliance

Robertson Charter School's performance in relation to the Compliance requirements listed below is rated as "High", "Middle," or "Low." The Charter School has evaluated the Indicators annually as part of its audit in conformance with the Audit Programs:

1. Open Meetings Act (5 ILCS 120/1.01 et. seq.),
2. Criminal background investigations (105 ILCS 5/10-21.9 & 34-18.5)
3. Student Records Act (105 ILCS 10/1),
4. Administration of Medication (105 ILCS 5/10-22.21b),
5. Hazardous materials training (105 ILCS 5/10-20.17a),
6. School Safety Drill Act (105 ILCS 128/1, et seq.),
7. Tornado Protection Program (105 ILCS 5/10-20.23),
8. Abused and Neglected Child Reporting Act (325 ILCS 5/1, et. seq.),
9. Eye Protection Act (105 ILCS 115/0.01),
10. Toxic Art Supplies in Schools Act (105 ILCS 135/1, et seq.)
11. Infectious Disease Policies and Rules (105 ILCS 5/10-21.11)
12. Conformance of the school's governance structure pursuant to Section 3(i) of the Agreement,
13. Ongoing presence of management and financial controls required by Section 5(e) of the Agreement,
14. Administration of an open enrollment process and lottery pursuant to Section 3(c) of the Agreement,
15. Maintenance of Corporate Status and Good Standing pursuant to Section 4(c) of the Agreement.

In each case, "Superior" shall be complete compliance with the law and the Current Agreement, "Satisfactory" shall be a Minor violation of the law or the Accountability Plan, and "Unsatisfactory" shall

be a Major violation of the law or the Accountability Plan.

The Charter School has had complete compliance with each of the 15 components of Compliance for a "Superior" rating.

Charter School Participation in the Accountability Process

The Charter School has taken all necessary actions to collect and report the information required by this Accountability Plan, including, without limitation:

1. Full participation in the administration of the Illinois Goals Assessment Program (IGAP), Illinois Standard Achievement Test (ISAT), Partnership for Assessment of Readiness for College and Careers (PARCC), and Illinois Assessment of Readiness (IAR), including all Board procedures designed to safeguard the integrity of the assessments;
2. Participation in bi-annual site visits conducted by the Board to ascertain that sufficient, minimum educational and operational practices are in place;
3. An annual financial and compliance audit, as required by law and by the Agreement and/or Accountability Plan;
4. Providing students, school and employee information required by the Agreement and/or Accountability Plan;
5. Providing information necessary to evaluate parent, student, employee or public allegations or audit findings that, if true, would constitute a violation of the law or Current Agreement.
6. Provision of additional information or cooperation in other actions not listed in this section necessary to evaluate the Charter School's performance with respect to the Compliance Categories.

Non-Renewal and Revocation

Per the Agreement, the Board may hold the Charter School accountable in these Compliance Categories through the indicators contained in the annual Performance Reports. The Board shall give fair consideration to all Indicators when acting to renew, not renew, or revoke the Charter School's charter.

The Board may act to revoke a charter during the term of the Current Agreement if the Board clearly demonstrates that the Charter School:

- (1) Committed a material violation of any of the conditions, standards, or procedures set forth in the charter,
- (2) Failed to meet or make reasonable progress toward achievement of the content standards or pupil performance standards identified in the charter, including the standards in the Accountability Plan,
- (3) Failed to meet generally accepted standards of fiscal management, including those set forth in the Current Agreement and its Accountability Plan, or

- (4) Violated any provision of law from which the Charter School was not exempted

The Board may act to not renew a charter if the Board, through the charter School's Performance Report clearly demonstrates that the Charter School:

- (1) Committed a material violation of any of the conditions, standards, or procedures set forth in the charter,
- (2) Failed to meet or make reasonable progress toward achievement of the content standards or pupil performance standards identified in the charter, including the standards in this Accountability Plan,
- (3) Failed to meet generally accepted standards of fiscal management, including those set forth in the Charter School Agreement and this Accountability Plan, or
- (4) Violated any provision of law from which the Charter School was not exempted

Based on the Charter School's performance under the Current Agreement, there has been no reason to revoke its charter or to decline its renewal.

Plea for Contract Renewal

During its first six-months of operation, the Charter School made or appeared to have made several accountability errors, mostly in the area of financial record keeping. Following changes in the School's leadership, those apparent errors were corrected. The Board expressed its concerns and led lengthy investigations regarding those apparent errors at the time. The result of the investigations was that though errors may have been made during those early months of operations, no material violation requiring revocation of the charter existed at the time and any minor errors had been corrected. And even while temporary concerns arose about financial management, Pupil Performance and Legal Compliance never became an issue.

The Charter School has had no material violation of any law and no material violation of any of the conditions, standards, or procedure set forth in the original Charter School Agreement or the renewal Agreements since then.

The Charter School is a success to be built upon. The Charter School soon will complete its fifth and final year of Current Agreement with the Decatur District 61 Public School System. The RCS Board, its faculty and staff, and – most of all – the parents and the children of the Charter School request that the District 61 Board grant the Charter School a new, ten-year contract for the continuation and posterity of the Charter School.

Attached please find our proposed Charter School Agreement for 2021 - 2031.

CHARTER SCHOOL AGREEMENT

THIS AGREEMENT AND CHARTER ("Agreement") executed on this _____ day of _____, 2021, to be effective July 1, 2021 through June 30, 2031, by and between the **Board of Education of Decatur School District No. 61** (the "Board") 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").

RECITALS

WHEREAS, the State of Illinois enacted the Charter Schools Law as Public Act 89-450, effective April 10, 1996; and

WHEREAS, the Charter Schools Law was enacted for the following purposes:

- (1) To improve pupil learning by creating schools with high, rigorous standards for pupil performance;
- (2) To increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for at-risk pupils;
- (3) To encourage the use of innovative teaching methods;
- (4) To allow for the development of innovative forms of measuring pupil learning and achievement;
- (5) To create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site;
- (6) To provide parents and pupils with expanded educational choice within the school system;
- (7) To encourage parental and community involvement with public schools;
- (8) To hold charter schools accountable for meeting rigorous school content standards and to provide those schools with the opportunity to improve accountability; and

WHEREAS, on August 17, 2001, the Charter School received its charter from the Illinois State Board of Education and has worked in conjunction with the Board since then pursuant to a Charter School Agreement dated March 23, 2001; and

WHEREAS, on June 26, 2006, the Charter School received renewal of its initial charter from the Board and has worked in conjunction with the Board since then pursuant to a Charter School Renewal Agreement dated June 26, 2006; and

WHEREAS, on June 29, 2011, the Charter School received renewal of its charter from the Board and has worked in conjunction with the Board since then pursuant to a Charter School Renewal Agreement dated June 29, 2011; and

WHEREAS, on June 29, 2016, the Charter School received renewal of its charter from the Board and has worked in conjunction with the Board since then pursuant to a Charter School Renewal Agreement dated June 29, 2016; and

WHEREAS, the Charter School and the Board desire to again renew their Agreement pursuant to the terms below;

WHEREAS, many Decatur students are at-risk for not reaching their academic potential due to various economic factors which make it less likely for them to succeed in a conventional educational environment ("At-Risk Pupils"); and

WHEREAS, the parties wish to utilize the alternative of providing educational instruction in a small classroom setting to reduce the achievement gap for economically disadvantaged students and the goal of Charter School is to serve this need; and

WHEREAS, the parties desire that the Charter School be authorized to operate and conduct its affairs in accordance with the terms of this Agreement and the Charter Schools Law.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals Incorporated by Reference.** The recitals to this Agreement are incorporated herein by reference and made a part hereof.

2. **Renewal of Charter.** Subject to the final certification of the Illinois State Board of Education ("State Board"), the Charter School is hereby re-authorized, and its charter renewed, in accordance with the Charter Schools Law and the terms and conditions of this Agreement, to operate a charter school as described herein. The term of this renewal period shall be July 1, 2021 through June 30, 2031.

3. **Term of Agreement.** The Charter School shall operate an educational program and program of instruction serving the educational needs of the students enrolled therein.

a. **Mission Statement.** The Charter School shall operate under the mission statement set forth in its original Application for charter status, and such mission statement is hereby accepted to the extent that it is consistent with the declared purposes of the General Assembly as stated in the Charter School Law.

b. **Age, Grade Range.** The Charter School shall provide instruction to pupils in grades K through 8 inclusive.

c. **Enrollment.** Enrollment in the Charter School shall be open to any pupil who resides within the established boundaries for the Decatur School District. The Charter School shall not enroll any student for the upcoming school year before February 15 of each year. If, on February 15, there are more eligible applicants for enrollment in the Charter School than there are spaces available, successful applicants shall be selected by lottery which shall be open to all applicants and the public. Priority for enrollment shall be given to siblings of pupils enrolled in the Charter School and to K-8 pupils who were enrolled in the Charter School the previous school year, unless expelled for cause. The Charter School shall not permit dual enrollment of any student at both the Charter School and another public school or nonpublic

school. The Charter School shall not enroll any student who is not a current resident of the Decatur School District.

d. Goals, Objectives, Pupil Performance Standards. The Charter School shall pursue and make reasonable progress toward the achievement of the goals, objectives and pupil performance standards in accordance with the Accountability Plan described in Section 7 of this Agreement, provided that such goals, objectives and pupil performance standards shall at all times remain in compliance with Section 2-3.64a-5 of The Illinois School Code, 105 ILCS 5/2-3.64a-5.

e. Evaluation of Pupils. The Charter School shall evaluate pupil performance as further described in Section 7 hereof.

f. Curriculum. The Charter School shall notify the Board of material changes in its curriculum throughout the term of this Agreement.

g. School Year; School Days; Hours of Operation. Instruction shall commence on the date established by the Charter School. The days and hours of operation of the Charter School shall be established by the Charter School and in compliance with Illinois Statute.

h. Disciplinary Code. The Charter School shall maintain its system of uniform student discipline.

1. The Charter School may continue using its own code of conduct for students as long as the developed codes, policies and procedures regarding student conduct and student discipline are in compliance with applicable federal and state laws, including without limitation, the grounds and procedures established by state statute for suspending, expelling or denying admission to a student. A copy of the Charter School's code of conduct shall be submitted to the Director of Business Affairs for Decatur School District 61 ("Director of Business Affairs") at the beginning of this contract extension and at any time that material changes are made to the code of conduct.

2. The Charter School may, at its option, elect to adopt the Decatur School District Discipline Policy effective at the beginning of any academic year, provided that the Charter School shall notify the Board of its election to do so no later than August 15, 2021, or at least fifteen (15) days prior to the commencement of any subsequent academic year for which such election shall be effective.

3. The Charter School shall be responsible for suspensions and expulsions of students. The Charter School shall carry out all suspension and expulsion proceedings in accordance with its suspension and expulsion policies and Illinois law. In the event that any student is suspended or expelled from the Charter School by action of the Charter School, the Charter School shall promptly notify the Director of Student Services of Decatur Public Schools of such suspension or expulsion and shall provide to the Director of Student Services, no later than five (5) days following the expulsion of such student, with a summary statement of the grounds and evidence warranting expulsion and a record of the proceedings in which the expulsion decision was made. The Board may initiate additional disciplinary proceedings against any student expelled by Charter School in accordance with its rules and procedures for the expulsion of students. Should the Board initiate additional disciplinary proceedings against the student, the Charter School

shall provide factual information relating to the offense, including live testimony in an expulsion hearing.

- i. Governance and Operation. The operation of the governing board of the Charter School shall be as set forth in this paragraph.

1. Members of the governing board of the Charter School shall be selected according to the needs of the school.

2. Composition of the governing board of the Charter School shall be as stated in the by-laws of the Charter School.

3. Members of the governing board of the Charter School shall set policy for the Charter School and shall be responsible for overseeing the academic and fiscal integrity of its operations, and for assuring that the Charter School operates in compliance with the Charter Schools Law and other relevant laws. Members of the governing board will select, and evaluate the performance of, the head of the Charter School's administrative team.

4. The Charter School shall provide a copy of its governing board's agenda to the Decatur School District No. 61.

- j. Pupil Transportation. The Charter School shall meet the transportation needs of its students. The Charter School shall maintain a plan to specifically address the transportation needs of low-income and at-risk pupils as required by the Charter Schools Law. A copy of the Transportation Plan shall be provided to the Director of Business Affairs upon completion.

- k. School Calendar. No later than July 1 of each year during which this Agreement is in effect, the Charter School shall submit to the Director of Business Affairs its school calendar for the following academic year noting any difference between the Decatur School calendar and the Charter School calendar.

- l. Records

1. The Charter School agrees to comply with all recordkeeping requirements of federal or state law and shall provide any and all reports necessary, to meet the School District's reporting obligations to the State Board. Student records include, without limitation, immunization records, class schedules, records of academic performance, disciplinary actions, attendance and standardized test results and documentation required under federal and state law regarding the education of students with disabilities.

2. The Charter School shall comply with all applicable- federal and state laws, concerning the maintenance, retention and disclosure of student records, including, without limitation, the Illinois School Student Records Act, 105 ILCS 10/1 et seq and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g.

4. Additional Covenants and Warranties of Charter School. The Charter School covenants and warrants as follows:

a. Compliance with Laws and Regulations. The Charter School shall operate at all times in accordance with the Charter Schools Law and all other applicable Federal and State laws from which the Charter School is not otherwise exempt and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status, sexual orientation, or need for special educational services. The Charter School shall also comply with the following:

1. Section 2-3.64a-5 of the Illinois School Code (105 ILCS 5/2-3.64a-5), regarding performance goals, standards and assessments;
2. Sections 10-21.9 of the Illinois School Code (105 ILCS 5/10-21.9) regarding criminal background investigations and checks of the Statewide Sex Offender Database of applicants for employment;
3. Sections 24-24 of the Illinois School Code (105 ILCS 5/24-24) regarding discipline of students;
4. The Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.);
5. Section 108.75 of the General Not For Profit Corporation Act of 1986 (805 ILCS 105/101.01 et seq.) regarding indemnification of officers, directors, employees and agents;
6. The Abused and Neglected Child Reporting Act (325 ILCS 5/1 et seq.);
7. The Illinois School Student Records Act (105 ILCS 10/1 et seq.) and Section 10-17a of the School Code regarding school report cards;
8. The Freedom of Information Act (5 ILCS 140/1 et seq.);
9. The Open Meetings Act (5 ILCS 120/1.01 et seq.);
10. The Pension Code (40 ILCS 5/1-101 et seq.), subject to the limitations set forth in Section 5k below;
11. The P-20 Longitudinal Education Data System Act (105 ILCS 13/1 et seq.);
12. Non-Curricular Health and Safety Requirements Applicable to Charter Schools (105 ILCS 5/27A – 5(d))
13. All applicable health and safety regulations of the State of Illinois and the City of Decatur, including without limitation those laws specifically identified by the State Board as being applicable to charter schools, as set forth in **Exhibit A** attached hereto.

b. Compliance with Agreement. The Charter School and the Board shall operate at all times in accordance with the terms of this Agreement, including but not limited to the Accountability Plan as later defined herein.

c. Maintenance of Corporate Status and Good Standing.

1. The Charter School shall at all times maintain itself as an Illinois general not-for-profit corporation capable of exercising the functions of the Charter School under the law of the State of Illinois, shall remain in good standing under the laws of the State of Illinois, and shall timely make all required filings with the office of the Illinois Secretary of State. The Charter School is also recognized as an organization exempt from Federal income taxation under Section 501©(3) of the Internal Revenue Code. If the Charter School's 501©(3) status or Illinois not-for-profit status is revoked the Director of Business Affairs shall be notified.

2. Dissolution. In the event the Charter School should cease operations for whatever reason, including the non-renewal or revocation of its charter, or dissolution of the nonprofit corporation established pursuant to paragraph 4(c)(1) above, it is agreed that the Board shall supervise and have authority to conduct the winding up of the business and affairs of the Charter School; provided, however, that in doing so, the School District does not assume any liability incurred by the Charter School beyond the funds allocated to it by the School District under this Contract. The School District's authority hereunder shall include, but not be limited to, the return and/or disposition of any assets acquired by purchase or donation by the Charter School during the time of its existence. All assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and obligations of the Charter School shall be returned to the School District.

d. Personnel. The relationship between the Charter School and its employees, and the manner in which terms and conditions of employment shall be addressed with affected employees and their recognized representatives, if any, shall be consistent with this Agreement, provided that the Charter School shall comply with all Federal and Illinois employment laws and regulations made applicable to charter schools under the Charter Schools Law.

No later than September 1, 2021 and September 1 of each year thereafter, the Charter School shall provide the Director of Business Affairs with a list containing the names, job positions, and social security numbers, of all its employees. Such list shall also indicate: (1) for each employee, the date of initiation of the criminal background investigation required under Section 10-21.9 of the Illinois School Code and Section 4(e) of this Agreement, and the results of such background check; and (2) for each individual employed in an instructional position, evidence of certification, or evidence that such individual is otherwise qualified to teach under Section 27A-10(c) of the Charter Schools Law, including information regarding the additional mentoring, training and staff development, if any, to be provided by the Charter School pursuant to Section 4(f) of this Agreement. For any individual hired in an instructional position after September 1 for the current academic year, the Charter School shall provide the Director of Business Affairs with such evidence of certification or other qualification no later than thirty (30) days after the individual's initial date of hire.

e. Criminal Background Checks. The Charter School shall not knowingly employ any individual (1) for whom a criminal background investigation has not been initiated or (2) who has been convicted

for committing or attempting to commit one of the offenses enumerated in Sections 10-21.9 and 34-18.5 of the Illinois School Code.

f. Instructional Providers. The Charter School shall employ or otherwise utilize in instructional positions only those individuals who are certificated under Article 21 of the Illinois School Code, 105 ILCS 5/21-5e et seq., or who are otherwise qualified to teach under Section 27A-10(c) of the Charter Schools Law. For purposes of this Section, "instructional positions" means all those positions involving duties and responsibilities which, if otherwise undertaken in the Decatur School District, would require teacher certification. In the event the Charter School employs or otherwise utilizes non-certificated personnel in instructional positions, the Charter School shall provide such additional mentoring, training and staff development as the Charter School determines is necessary for satisfactory performance in the classroom.

g. Building. The Charter School shall obtain and submit to the Board for review no later than August 15, 2021, all applicable occupancy permits, health and safety approvals for the building and annual inspection reports provided by the Regional Office of Education; and evidence of title to the school building satisfactory to the Board, if the school building is owned by the Charter School. The Charter School shall take such actions as are necessary to ensure that all occupancy permits and health and safety approvals remain valid and in force, and shall certify to the Director of Business Affairs no earlier than June 1 and no later than July 1 of each year that such certificates and approvals remain in force.

5. Financial Operations of Charter School.

- a. Financial Management. The Charter School shall operate in accordance with GAAP or other generally accepted standards of fiscal management, provided that the Charter School's accounting methods shall comply in all instances with any applicable governmental accounting requirements.
- b. Budget and Cash Flow. The Charter School shall prepare and provide to the Director of Business Affairs a copy of its annual budget by no later than July 1 of such fiscal year. The fiscal year for the Charter School shall begin on July 1 of each year and end on June 30 of the subsequent year.
- c. Quarterly Financial Statements. The Charter School shall provide quarterly financial statements to the Director of Business Affairs by January 30, April 30, July 30 and October 30 of each year.
- d. Accounting for Grant Funds. All reimbursements for salaries, employee benefits, purchased services, supplies and capital equipment sought by the Charter School pertaining to Federal grants must be provided to Director of Business Affairs using the Illinois State Board of Education account codes provided by the Board. Proof of expenditures for salaries, employee benefits, purchased services, supplies and capital equipment for State grants and/or reimbursements sought for State grants must be provided to the Director of Business Affairs using the State Board account codes provided by the Board.
- e. Distribution of Funds. The Board shall distribute the Charter School Funds, as determined in Section 5(g) below, in four quarterly installments payable on or before July 15, October 15, January 15 and April 15 of each fiscal year. The first such distribution shall be July 15, 2021. Payments shall be adjusted for

any accounting errors made by the Charter School in the previous quarter; in such event, the Board shall provide the Charter School with a written explanation and calculations justifying the adjustments.

- f. Funding Procedure. For each student enrolled at the Charter School, the Board shall provide to the Charter School an amount equal to 100% of the Board's prior year per capita tuition amount for July and October and the Board's current year per capita tuition amount for January and April (of each school year), as determined by the District 61 audit. The Board shall provide this amount to the Charter School for each pupil enrolled at the Charter School as follows:
1. First Installment (July 15). The amount of the Board's first quarterly payment shall be based on the enrollment at the Charter School as reported on the September 30 Fall Housing Report from the previous year. The first quarterly payment shall be made by July 15 each year.
 2. Second Installment (October 15). The amount of the Board's second quarterly payment shall be calculated such that the aggregate amount of the first and second quarterly installments is equal to the number of students enrolled at the Charter School on the twentieth day of the first semester, as verified by attendance records, multiplied by one half the per capita tuition amount. The second quarterly payment shall be made by October 15 each year.
 3. Third Installment (January 15). The amount of the Board's third quarterly payment shall be based on the enrollment at the Charter School on December 15 or the first school attendance day thereafter if the 15th falls on a Saturday, Sunday or Holiday. The third quarterly payment shall be made by January 15 each year.
 4. Fourth Installment (April 15). The amount of the Board's fourth quarterly payment shall be calculated such that the aggregate amount of the third and fourth quarterly installments is equal to the number of students enrolled at the Charter School on the *twentieth* day of the second semester, as verified by attendance records, multiplied by one half the per capita tuition amount. The fourth quarterly payment shall be made by April 15 each year.
- g. State and/or Federal Categorical Funds. The Charter School shall furnish the Board with eligibility data regarding State and/or Federal categorical funding eligible students enrolled in the Charter School. The Charter School will follow the "reimbursement" process as required by the Federal Rules on all grants. State categorical funding revenues to which the Charter School is entitled shall be distributed to the Charter School quarterly on the dates set forth in Section 5(f) hereof on an estimated basis, provided that the Board may adjust any such payment to account for prior deviations between the estimated categorical funds paid and the amount of categorical funds to which the Charter School was entitled during such payment period. However, in the event the State of Illinois requires a different reimbursement process for any particular state categorical funds the Charter School shall be required to follow that process and the Board shall reimburse the State funds on the schedule required by the State. Such State funding amounts shall be in addition to the per-pupil funding amounts provided under Section 5(f) hereof and shall be sufficient to comply with all provisions of the Charter Schools Law.

By July 31 of each year the Charter School shall return to the Board any unspent State or Federal categorical funding from the previous year.

- h. Refund of Unspent Funds. In the event that this Agreement is revoked, is not renewed by the Board, or is terminated in accordance with Section 20 the Charter School shall refund to the Board all unspent funds in accordance with Section 27A-11(g) of the Charter Schools Law.
- i. Other Sources of Funds for Charter School. Paragraph 5(f) is not intended to increase or decrease the amount of per capita student tuition to which the Charter School is entitled under the Charter Schools Law. The parties acknowledge that the Charter School is or may be entitled to other state and federal sources of funds for schools which are not included in the per capita tuition payment. The Charter School is not entitled to PreKindergarten funding for which the Charter School has not directly applied and received. The Charter School is not precluded from obtaining direct funding for PreKindergarten students.
- j. Tuition and Fees. The Charter School shall not charge tuition to any student. The Charter School may, to the extent permitted by law, charge reasonable fees for textbooks, instructional materials, and student activities.
- k. Pension payments. The parties hereby acknowledge and agree that the Charter School shall comply with those provisions of the Illinois Pension Code which specify applicability to, or compliance by, charter schools. The Charter School is fully responsible for all employer contributions which may be due to the Teachers Retirement System for its eligible employees. The Board is not responsible for any payments, penalties, late costs, or contributions of any kind for the Charter School employees.
- l. Management and Financial Controls. At all times, the Charter School shall maintain appropriate governance and managerial procedures and financial controls which shall include, but not be limited to: (1) generally accepted accounting procedures; (2) a checking account; (3) adequate payroll procedures; (4) bylaws; (5) an organization chart; and (6) procedures for the creation and review of monthly and quarterly financial statements, which procedures shall specifically identify the individual who will be responsible for preparing such financial statements in the following fiscal year. The Charter School shall retain a Certified Public Accountant or other similar professional who shall perform a review of the Charter School's management and financial controls and who shall provide an annual review concerning the status of those controls (the "Statement"). The Statement must address those issues listed above. In the event that the Statement reveals that any of the above controls is not in place, the Charter School shall remedy such deficiencies within 30 days. Failure to remedy such deficiency shall constitute a material breach of this Agreement which will result in a revocation of the Charter.
- m. Annual Audits. The Charter School shall cause a Financial Statement Audit and Financial and Administrative Procedures Controls Review (collectively, the "Financial Audits") to be performed annually at its expense by an outside independent auditor retained by the Charter School and reasonably acceptable to the Board. No later than October 1 of each year, beginning with October 1, 2021, management letters issued with financial audits will be made available for review by the superintendent or administrative designee. The Financial Audit shall include:
 - 1. An opinion on the financial statements (and Supplementary Schedule of Expenditures of Federal Awards, if applicable);
 - 2. A report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards.

3. A report on compliance with requirements of applicable laws and regulations, including the audit requirements contained in the Accountability Plan.

- n. Attendance. Attendance of students at the Charter School shall be in compliance with Illinois' compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and unexcused absences. The Charter School shall maintain accurate enrollment data and daily records of student attendance and shall provide the previous month's enrollment and attendance data to the Director of Business Affairs on or before the tenth of every month on the forms provided. The Board shall provide access to the Charter School to use the District's student attendance software. The Charter School shall be required to maintain daily attendance using the District's attendance software.

6. Insurance. The Charter School shall, at its own expense, purchase and maintain insurance covering all of its operations. Such insurance shall include the types of insurance set forth in **Exhibit "B"** hereto, subject to the conditions and in no less than the respective limits set forth therein. All insurers shall be licensed by the State of Illinois and rated B+ or better by A.M. Best or a comparable rating service.

No later than July 1 of each year, the Charter School shall provide the Director of Business Affairs with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts as set forth above and in **Exhibit "B"** and showing Decatur School District as an additional insured. All such insurance policies shall contain a provision requiring notice to the Board, at least 60 days in advance, of any material change, non-renewal or termination, to the attention of Decatur 61, Director of Business Affairs, 101 W. Cerro Gordo, Decatur, Illinois, 62523.

7. **Accountability and Evaluations.**

a. Accountability Plan. The Charter School shall be held accountable by the Board in conformance with the Accountability Plan contained in **Exhibit "C"** ("Accountability Plan").

b. State Assessments. The Charter School shall administer standardized tests of academic proficiency as provided for in **Exhibit "C"** and shall participate in any state assessment tests required by the School Code. The Charter School will oversee, supervise, proctor and otherwise control all standardized assessments given to Charter School students to ensure strict compliance and control over the testing in accordance with state guidelines. The Charter School shall notify the Board of the Charter Schools Standardized testing calendar and invite District monitors to the testing and controls.

c. Other Evaluation Procedures. In addition to the above procedures, the Charter School shall grant reasonable access to, and cooperate with, the Board, its officers, employees and other agents, including allowing site visits by the Board, its officers, employees and other agents, for the purpose of allowing the Board to fully evaluate the operations and performance of the Charter School pursuant to the Accountability Plan and the Charter Schools Law. Where possible, the Board shall provide the Charter School with at least 24 hours prior notice of such site visits.

d. Pupil Data. The Charter School shall furnish to the Board, if so requested, academic and demographic pupil data, including information relating to individual students as well as aggregate and comparative data to the extent that such information is available to the Charter School. The Charter

School shall make available to the Board all information and data which it provides to any third party for research purposes.

8. Special Education.

- a. Provision of Services. For each student who enrolled at the Charter School as of June 15 who has transferred to the Charter School from another Decatur Public School and for whom the Board possesses an Individualized Education Plan, the Board shall provide a copy of the student's IEP to the Charter School by August 1 of each year. The Charter School shall comply with the Individuals with Disabilities Education Act (20 U.S.C. §1401 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), and subject to the following additional conditions: (i) the Charter School shall comply with Decatur School District policies and procedures for serving students with disabilities, including forwarding requests for due process hearings, requests for evaluations, and services to the Macon-Piatt Education Association; and (ii) if the Charter School believes that it is unable to implement a disabled student's Individualized Education Plan the Charter School shall consult with the Macon-Piatt Special Education Association.
- b. Funding. The Board will provide special education services to the Charter School on the same basis it does for District schools. The Charter School will not receive any federal or state funds related to special education, District 61 will retain all special education funding. However, in the event that the funding model for special education services changes from the State or Federal government, the ramifications for the Charter School will be negotiated between the District and the Charter School.
- c. Teaching Staff
 1. All special education teachers who provide services to Charter School students will remain employees of District 61 only, and under its direction. On or before August 1 the Charter School and the Board will mutually agree to the amount of time and number of special education teachers required under the Illinois School Code to meet the Charter School student's needs. Upon completion of the needs assessment, the Board will assign the required number of teachers. The assignment of staff remains entirely vested with the Board.
 2. The Charter School agrees to require its employees to fully cooperate with the special education staff and supervisors regarding: teaching methods and strategies, accommodation planning and implementation, and to attend all required meetings regarding charter school students.

9. Renewal of Charter: Failure to Renew. No later than January 31, 2031 and no earlier than January 1, 2031, the Charter School shall provide a written proposal to the Board in accordance with Section 27A-9 of the Charter Schools Law, setting forth proposed renewal terms for this Agreement. Pursuant to Section 27A-9(b) of the Charter Schools Law, the renewal proposal of the Charter School shall contain the Charter School's most recent student testing data, annual report, and financial statement. Failure to incorporate the most recent student testing data, annual report, and financial statement shall cause the Charter School to not meet the timely requirements of the written proposal to the Board.

The written proposal may contain proposed changes to this Agreement that the Charter School desires to incorporate into the renewed agreement.

Within sixty (60) days of receipt of such notice, the Board shall provide written notice to the Charter School indicating whether, and upon what conditions, it is willing to renew the charter of the Charter School, including any modified terms proposed by the Board. If there is no agreement on the terms of renewal, then the parties shall fulfill their mutual obligations hereunder to the end of the term of this Agreement. The Board may refuse to renew the Agreement upon a finding that any cause for revocation exists under Section 10 hereof, or upon determining that it is not in the best interests of the students in the school district to continue the operation of the Charter School.

10. **Revocation of Charter.** The Board may revoke this Agreement and the charter of the Charter School, in accordance with Section 27A-9 of the Charter Schools Law, if the Board demonstrates the Charter School did any of the following, or otherwise failed to comply with the requirements of the Charter Schools Law:

- a. Committed a material violation of any of the conditions, standards, or procedures set forth in this Agreement, including the Accountability Plan; or
- b. Failed to meet or make reasonable progress toward achievement of the content standards or pupil performance standards identified in this Agreement or in the Accountability Plan; or
- c. Failed to meet generally accepted standards of fiscal management; or
- d. Materially violated any provision of law from which the Charter School was not exempted;

In addition, the charter of the Charter School may be revoked in the event that the parties agree to terminate this agreement by mutual consent pursuant to Section 20 of this Agreement.

In the event that the Board proposes to revoke this Agreement and the charter of the Charter School, the Board shall provide the Charter School with written notice setting forth in detail the grounds for such revocation at least 14 days prior to the date the Board takes final action on such revocation. The Charter School may appeal any decision by the Board to deny, revoke, or not to renew its charter, pursuant to Section 27A-9 of the Charter Schools Law.

11. **Dispute Resolution.** In the event any dispute arises between the School District and the Charter School concerning this Contract, such dispute shall first be submitted to the Superintendent of the School District or his or her designee for review. Thereafter, representatives of the School District and the Charter School shall meet and attempt in good faith to negotiate a resolution of the dispute. In the event these representatives are unable to resolve the dispute the parties agree to submit. The District and Charter School agree first to submit the dispute to non-binding mediation with a mutually agreed upon mediator. The parties shall share any cost associated with the mediation. If the dispute cannot be resolved by mediation, the matter shall be submitted to the State Charter School Commission for its consideration. The decision of the Charter School Commission shall be final.

12. **Indemnification.**

a. To the fullest extent permitted by law, the Charter School shall indemnify, defend and hold harmless the Board, any successor entity thereto, and their respective members, agents, officers, employees, agents, and representatives, past and present (collectively, the "Board Indemnities"), from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, demands, suits, liabilities, injuries (personal or bodily), of every kind, nature and character arising or resulting from or occasioned by or in connection with (i) the possession, occupancy or use of the property of the Charter School, by its faculty, students, patrons, employees, guests or agents (ii) any act or omission to act, whether negligent, willful, wrongful or otherwise by the Charter School, its faculty, students, patrons, employees, guests or agents, (iii) a violation of any law, statute, code, ordinance or regulation by the Charter School, its faculty, students, patrons, employees, guests or agents, and/or any breach, defaults, violation or nonperformance by the Charter School of any term, covenant, condition, duty or obligation provided in this Agreement including, but not limited to the Accountability Plan.

b. This indemnification, defense and hold harmless obligation shall survive the termination of this Agreement. The Board shall have the right to participate in the defense of any suit, without relieving the Charter School of any of its obligations hereunder.

c. The Charter School and the Board shall cooperate in the defense of any and all actions brought against the Board in state or federal court or before any state or federal executive agency which, either directly or indirectly, seek to challenge, modify or nullify (i) the policy or policies, purpose, goal, objective(s) or mission of other Charter School, (ii) the charter granted by the Board to the Charter School pursuant to Section 2 of this Agreement (iii) this Agreement, or any provision thereof, for any reason whatsoever including violation of any state or federal law, (iv) the authority of the Board to enter into this Agreement or enforce any provision herein (collectively, the "Challenge Action"). To the extent requested by the Board, Charter School shall assume the defense of that part of any Challenge Action commenced against the Board, and the Board shall have the right to appoint its own defense counsel. The obligations described in this Section 11 shall survive the termination of this Agreement.

d. The obligations of the Charter School under this section relate to its acts or omissions, but not the acts or omissions of the Board.

13. Disclaimer of Liability. The parties expressly acknowledge that the Charter School is not operating as the agent, or under the direction and control, of the Board except as required by law or this Agreement, and that the Board assumes no liability for any loss or injury resulting from:

- a. the acts and omissions of the Charter School, its directors, trustees, agents or employees;
- b. the use and occupancy of the building or buildings, occupied by the Charter School, or any matter in connection with the condition of such building or buildings; or
- c. any debt or contractual obligation incurred by the Charter School. The Charter School acknowledges that it is without authority to, and will not, extend the faith and credit of the Board or the Decatur School District to any third party.

14. Governing Law. This Agreement shall be governed by, subject to and construed under the laws of the State of Illinois without regard to its conflicts of laws provisions, with venue set, for any action upon the Agreement's terms, in the Circuit Court of Macon County.

23. **Superseder.** This Agreement supersedes and replaces any and all prior agreements and understandings, written or oral, between the Board and the Charter School.

24. **Delegation.** The parties agree and acknowledge that the functions and powers of the Board may be exercised by the Superintendent of the Decatur School District, provided that any ultimate decision regarding renewal, non-renewal or revocation of this Agreement may be made only by the Board, subject to the Charter School's right of appeal as provided by law.

25. **Incorporation of Exhibits.** All exhibits referenced herein are hereby incorporated into and made a part of this Agreement.

26. **Prior Actions.** It is expressly agreed and understood that as a condition precedent to this Agreement becoming effective on the effective date hereof, the Charter School shall have taken, completed and satisfied on or before the date specified herein any action or obligation which is required to be completed before such effective date, and that failure to do so shall constitute grounds for the Board to declare this Agreement null and void.

IN WITNESS WHEREOF, the parties have made and entered into this Agreement as of the date first above written.

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

ROBERTSON CHARTER SCHOOL, INC.

By: _____
Beth Nolan
President

By: _____
Glenn E. Livingston
President

ATTEST:

ATTEST:

By: _____

By: _____

Name: _____

Its: _____

EXHIBIT A
ILLINOIS STATE BOARD OF EDUCATION
LIST OF HEALTH AND SAFETY LAWS
APPLICABLE TO CHARTER SCHOOLS

Pursuant to Section 27A-5(d) of the Charter Schools Law (105 ILCS 5/27A-5) and Section 4(a) (12) of the Charter School Agreement, the Charter School shall comply with all applicable health and safety requirements applicable to public schools under the laws of the State of Illinois, specifically including but not limited to the following:

1. The Following Sections of the Illinois School Code (105 ILCS 5/1-1 et seq.)
 - a. Section 2-3.12 (requires compliance with State Board building, and life and safety codes).
 - b. Sections 10-20.5b (prohibits the use of tobacco on school property).
 - c. Section 10-20.17a (requires in-service training for school personnel who handle hazardous or toxic waste).
 - d. Section 10-21.10 (Prohibits students from having electronic paging devices on school property).
 - e. Section 10-21.11 (requires schools to have policies for handling students with chronic infectious diseases)
 - f. Section 10-22.21b (requires that schools have policies regarding administering medication to students)
 - g. Section 27-8.1 (requires that students have periodic health examinations and immunizations)
2. Illinois Vehicle Code (625 ILCS 5/1-101 et seq.)
3. Eye Protection in School Act (105 ILCS 115/0.01 et seq.)
4. School Safety Drill Act (105 ILCS 128/1 et seq.)
5. Toxic Art Supplies in Schools Act (105 ILCS 135/1 et seq.)
6. Non-Curricular Health and Safety Requirements Applicable to Charter Schools (105 ILCS 5/27A – 5(d))

EXHIBIT B
INSURANCE REQUIREMENTS

1. Worker's Compensation and Employers' Liability Insurance. Workers' Compensation insurance as required by state law. Employers' Liability insurance for employee accidents or diseases. (Employers' Liability Insurance Limits: \$100,000 per employee; Aggregate Limit for disease - \$500,000.)
2. Commercial General Liability Insurance. With a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for personal injury and property damage liability, and premises and operations, including independent contractors, contractual liability, and products/completed operations coverage. The Charter School shall have its general liability insurance endorsed to provide that the Board of Education of the Decatur School District No. 61, a body politic and corporate, and its members, employees, agents, and any other entity as may be designated by the Board are named as "Additional Insured- on a primary basis, without recourse or contribution from the additional insured's."
3. School Board Legal/Professional Liability Insurance. To protect the Charter School and its directors and officers from liability claims arising from wrongful acts, errors or omissions that do not involve bodily injury or property damage. (Limits: \$1,000,000)
4. Commercial Automobile Liability Insurance. For bodily injury or property damage arising from owned, leased, hired or non-owned vehicles used by the Charter School. (Combined Single Limit: \$1,000,000)
5. Property Insurance. To insure the replacement value of school property, including property for which the Charter School is contractually responsible, by lease or other agreement, for loss or insurance from "all risks" of physical loss or damage. Such insurance shall cover boiler and machinery exposures and business interruption/extra expense losses.
6. Umbrella (Excess) Liability Insurance. To provide excess protection over underlying general and professional liability coverages. (Limit: \$2,000,000)

EXHIBIT C ACCOUNTABILITY PLAN

Section 27A-9 of the Charter Schools Law (105 ILCS 5/27A-9), provides that charter schools shall be held accountable for their performance in each of the following areas, which, under this Agreement, shall be referred to as "Compliance Categories":

1. Pupil Performance;
2. Charter and Legal Compliance;
3. Fiscal Management; and
4. The Board shall hold the Charter School accountable for meeting the performance goals, standards, objectives and assessment requirements set out in this Exhibit C.

The Board and the Charter School have determined that it is in the best interests of the Board, the Charter School, its students, parents and the public, to articulate clear standards for the Charter School and to annually publish the level of achievement of the Charter School with respect to those standards.

1. **Accountability Components**

The Board and the Charter School hereby agree that the Charter School shall be evaluated annually in accordance with this Agreement and with respect to each of the Compliance Categories.

2. **Annual Performance Reports**

Annually the Board shall publish a Performance Report indicating the Charter School's performance on each of the Indicators in the three categories provided herein. A Preliminary Performance Report for the preceding school year shall be issued by September 1 of each year based on available information. A final Performance Report for the preceding school year shall be issued by December 1 of each year. The Performance Report will include three categories:

Pupil Performance, Fiscal Management, and Legal and Charter Compliance.

Each category will have multiple Indicators and the charter school's performance on each Indicator will be rated as:

1. Superior - performance exceeds expectations;
2. Satisfactory - performance meets expectations;
3. Unsatisfactory - performance clearly does not meet expectations.

This Accountability Plan establishes the performance levels, listed below, which generate the ratings for each Indicator. However, additional information or extenuating circumstances may lead the Board to rate a category higher or lower than when performance level criteria are strictly applied.

A. Pupil Performance

The intent of the Pupil Performance section is to provide a multi-faceted understanding of student performance at the Charter School upon which the Charter School's academic performance will be evaluated.

The Charter School shall participate fully in any assessment which may be mandated by the State of Illinois.

In addition to standardized tests, the Charter School has the voluntary opportunity to include Unique Standards and Assessments in its Accountability Plan. The Charter School's decision to implement unique standards and assessments shall not affect the Charter School's obligation to comply with the assessments set forth in this section. Only those Unique Standards and Assessments agreed to by the Charter School and the Board by January 15 of each year may be included in the Performance Report.

The Charter School shall provide the Board with all information required to be reported on the State Report Card.

In general and when appropriate, when determining a classification, consideration shall be given to the relative performance of the charter school in comparison to other Decatur public schools. Growth on the assessment tool mandated by the State of Illinois at the time shall be measured based on students who have been in attendance at the charter school before May 1 of the preceding school year. Unless otherwise indicated as a "multi-year trend," each of the following Indicators are single year results from the immediately prior school year. In conformance with Section 7 of the Agreement, the following Indicators are subject to change in the event Illinois testing standards and requirements are amended to mandate higher standards or requirements.

The Charter School has participated in IAR and PARRC during the last 5 years. The Charter School was commendable for 3 out of the 5 years. 2020 status was based on 2019 data. When looking at data from state testing focusing on the performance of black students, the Charter School students perform either at the same level as the District or higher. For this Agreement, a comparative approach to District #61 schools with similar demographics of student population is the most appropriate performance model to use.

<u>Indicator</u>	<u>Superior</u>	<u>Satisfactory</u>	<u>Unsatisfactory</u>
<u>ELA (IAR):</u> Comparative data with District schools specifically looking at black student performance	Top 33%	Middle 33%	Bottom 33%
<u>Mathematics (IAR):</u> Comparative data with District schools specifically looking at black student performance	Top 33%	Middle 33%	Bottom 33%
<u>IAR ELA:</u> <u>Multi-Year Trend</u>	Up	Flat	Down
<u>IAR Math:</u> <u>Multi-Year Trend</u>	Up	Flat	Down
<u>School Summative Designation</u>	Exemplary	Commendable	Targeted/ Comprehensive
<u>Unique Standards and Assessments:</u> Percent of students who meet standard at level to be determined by the Charter School and Board	To be determined for each Indicator	To be determined for each Indicator	To be determined for each Indicator

B. Fiscal Management

The parties acknowledge that the Illinois Charter Schools Law requires a charter school to meet generally accepted standards of fiscal management. The following fiscal management Indicators will be included in each performance Report.

Indicator	Superior	Satisfactory	Unsatisfactory
Balanced Budget: 1) Prior-year balanced budget successfully implemented, 2) Realistic current-year balanced budget plan	Both elements Present	Current-year budget balanced. Prior-year budget not balanced.	Current-year and Prior-year budget not balanced.
Financial Audit Findings	No findings	Any Minor finding(s)	Any repeated finding; any Major finding
Financial Obligations: pension payments, payroll taxes, insurance coverage, loan payments and terms	All in good standing	Non-payment with realistic plan to make payment; non-compliance with loan terms.	Non-payment without realistic plan to make payment; non-compliance with loan terms.

The Charter School shall provide the Director of Business Affairs with a copy of its annual budget for each fiscal year by July 1 of each fiscal year. The Board shall use said budget, along with any other relevant information, to determine if the Charter School has a realistic current year balanced budget plan. The Board shall use the financial statements presented in the Charter School's annual financial audit, the insurance information required under Section 6 of the Charter School Agreement, along with any other relevant information, to determine if the Charter School maintained a balanced budget during the prior year.

The Charter School shall cause each of the components of the Financial Obligations Indicator to be tested as part of its annual financial audit.

An audit finding shall be considered Minor unless the Board determines a finding is Major. A finding will be considered Major if it indicates a deliberate act of wrongdoing, reckless conduct or causes a loss of confidence in the abilities or integrity of the school or seriously jeopardizes the continued operation of the school. Classification of a finding as Major shall be the sole discretion of the Board.

C. Legal and Charter Compliance

Each annual Performance Report shall specifically rate the school's performance in relation to the Compliance requirements listed below as "High," "Middle," or "Low." The Performance Report is not limited to these Indicators and the Board may consider other Indicators, as warranted. The Charter School shall cause the Indicators be tested annually as part of the Charter School's audit in conformance with the Audit Programs produced and distributed by the Board:

1. Open Meetings Act (5 ILCS 120/1.01 et seq.),
2. Criminal background investigations (105 ILCS 5/10-21.9),
3. Illinois School Student Records Act (105 ILCS 10/1),
4. Administration of Medication (105 ILCS 5/10-22.21b),
5. Hazardous materials training (105 ILCS 5/10-20.17a),
6. School Safety Drill Act (105 ILCS 128/1 et seq.),
7. Abused and Neglected Child Reporting Act (325 ILCS 5/1 et seq.),
8. Eye Protection Act (105 ILCS 115/0.01),
9. Toxic Art Supplies in Schools Act (105 ILCS 135/1 et seq.),
10. Infectious Disease Policies and Rules (105 ILCS 5/10-21.11),
11. Conformance of the school's governance structure pursuant to Section 3(i) of this Agreement,
12. Ongoing presence of management and financial controls required by Section 51 of this Agreement,
13. Administration of an open enrollment process and lottery pursuant to Section 3(c) of this Agreement, and
14. Maintenance of Corporate Status and Good Standing pursuant to Section 4(c) of this Agreement.

In each case, "Superior" shall be complete compliance with the law and the Charter School Agreement, "Satisfactory" shall be a Minor violation of the law or the Accountability Plan, and "Unsatisfactory" shall be a Major violation of the law or the Accountability Plan.

When determining how to classify a Compliance Indicator, the Board may consider information from various sources, including, but not limited to, audits, site visits, and information provided by parents or employees. A violation will be considered Major if it indicates a deliberate act of wrongdoing, reckless conduct or causes a loss of confidence in the abilities or integrity of the school or seriously jeopardizes the continued operation of the school. Classification of a finding as material shall be the sole discretion of the Board.

3. Charter School Participation in the Accountability Process

The Charter School shall take all necessary actions to collect and report the information required by this Accountability Plan, including, without limitation:

1. Full participation in the administration of State Assessments, including all Board procedures designed to safeguard the integrity of the assessments;
2. Participation in bi-annual site visits conducted by the Board to ascertain that sufficient, minimum educational and operational practices are in place;
3. An annual financial and compliance audit, as required by law and by the Agreement and/or Accountability Plan;
4. Providing students, school and employee information required by the Agreement and/or Accountability Plan;
5. Providing information necessary to evaluate parent, student employee or public allegations or audit findings that, if true, would constitute a violation of the law or Agreement.
6. Provision of additional information or cooperation in other actions not listed in these sections necessary to evaluate the Charter School's performance with respect to the Compliance Categories.

4. Non-Renewal and Revocation

The Board shall hold the Charter School accountable in these Compliance Categories through the indicators contained in the annual Performance Reports. The Board shall give fair consideration to all Indicators when acting to renew, not renew, or revoke the Charter School's charter.

The Board may act to revoke a charter during the term of the Charter School Agreement if the Board clearly demonstrates that the Charter School:

1. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter,
2. Failed to meet or make reasonable progress toward achievement of the content standards or pupil performance standards identified in the charter, including the standards in this Accountability Plan,
3. Failed to meet generally accepted standards of fiscal management, including those set forth in the Charter School Agreement and this Accountability Plan, or
4. Materially violated any provision of law from which the Charter School was not exempted

The Board may act to revoke a charter at any time, including prior to the issuance of the final or preliminary draft of the annual Performance Report, only if a charter school's performance is Low for at least one Indicator. However, the decision to act to revoke a charter shall be at the discretion of the Board and shall not be automatic if one or more than one Indicator is Low.

The Board may act to not renew a charter if the Board, through the charter School's Performance Report clearly demonstrates that the Charter School:

1. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter,
2. Failed to meet or make reasonable progress toward achievement of the content standards or pupil performance standards identified in the charter, including the standards in this Accountability Plan,

3. Failed to meet generally accepted standards of fiscal management, including those set forth in the Charter School Agreement and this Accountability Plan, or
4. Materially violated any provision of law from which the Charter School was not exempted

The Board shall not act to renew or to not renew a charter until the issuance of the final annual Performance Report after the fourth year of operation of the Charter School. The Board shall not act to not renew the charter if the Performance Report contains no serious Unsatisfactory Indicators.

In all circumstances, the Board shall follow the requirements of the Illinois Charter Schools Law and its Charter School Agreements, including all due process requirements, regarding the processes required for revocation, renewal, and non-renewal.

APPENDIX

ROBERTSON CHARTER SCHOOL AND DECATUR PUBLIC SCHOOLS **DOCUMENT TIMELINE AND CHECKLIST**

- _____ June 1 to July 1 each year – Charter School is to provide evidence that all health and safety approvals for the school building to: the Director of Business Affairs
- _____ July 1 each year – Charter School is to submit current school year's official calendar to: the Director of Business Affairs
- _____ July 1 each year – Charter School's annual budget is to be submitted to: Director of Business Affairs
- _____ July 1 each year – Charter School is to submit a Certificate of Insurance to: Director of Business Affairs, DPS #61, which specifies types and amounts.
- _____ July 30 each year – Charter School is to submit a financial statement for the 4th Quarter of the previous year to: Director of Business Affairs, DPS #61.
- _____ July 15 each year– DPS #61 is to issue Charter School's 1st Quarter payment
- _____ July 31 each year – Charter School is to return any unspent categorical funding to DPS #61.
- _____ September 1 each year – Charter School is to provide a list of employee names, which must include the following information: full name, job position, Social Security Numbers, date of criminal background investigation with the results. If the position is instructional, evidence of certification/qualification must be submitted. If that information is not available, evidence of mentoring, training & staff development may be submitted. If an employee is hired after September 1, Charter School is to submit the information listed above within 30 days of the hire date to: Director of Business Affairs, DPS#61
- _____ September 10 each year – Charter School is to submit August enrollment and attendance to: the Director of Business Affairs, DPS#61
- _____ October 1 each year – Charter School is to provide 15 copies of their annual audit to: Director of Business Affairs, DPS #61.
- _____ October 10 each year – Charter School is to submit September enrollment and attendance to: the Director of Business Affairs, DPS#61
- _____ October 30 each year -- Charter School is to submit a financial statement for the 1st Quarter of the current year to: Director of Business Affairs, DPS #61.
- _____ October 15 each year – DPS #61 is to issue Charter School's 2nd Quarter payment.

- _____ November 1 each year – Charter School’s annual report will be presented at the 2nd DPS #61 Board of Education Meeting of November each year
- _____ November 10 each year – Charter School is to submit October enrollment and attendance to: the Director of Business Affairs, DPS#61
- _____ December 10 each year – Charter School is to submit November enrollment and attendance to: the Director of Business Affairs, DPS#61
- _____ January 10 each year – Charter School is to submit December enrollment and attendance to: the Director of Business Affairs, DPS#61
- _____ January 30 each year – Charter School is to submit a financial statement for the 2nd Quarter of the current school year to: Director of Business Affairs, DPS #61.
- _____ January 15 each year – DPS #61 is to issue Charter School’s 3rd Quarter payment.
- _____ January 15 contingent each year – If Charter School chooses to implement unique standards and assessments, said decision shall not affect the Charter School’s obligation to comply with the IAR assessments set forth in this section. Only those Unique Standards and Assessments agreed to by the Charter School and the Board by January 15 of each year may be included in the Performance Report.
- _____ February 10 each year – Charter School is to submit January enrollment and attendance to: the Director of Business Affairs, DPS#61
- _____ March 10 each year – Charter School is to submit February enrollment and attendance to: the Director of Business Affairs, DPS#61
- _____ April 10 each year – Charter School is to submit March enrollment and attendance to: the Director of Business Affairs, DPS#61
- _____ April 30 each year – Charter School is to submit a financial statement for the 3rd Quarter of the current year to: Director of Business Affairs, DPS #61.
- _____ April 15 each year – DPS #61 is to issue Charter School’s 4th Quarter payment.
- _____ May 10 each year – Charter School is to submit April enrollment and attendance to: the Director of Business Affairs, DPS#61
- _____ June 10 each year – Charter School is to submit May enrollment and attendance to: the Director of Business Affairs, DPS#61
- _____ June 30 each year – An evaluation of the Compliance Categories is to be completed by the

District Leadership Team

OTHER DEADLINES

- _____ Expulsions – Charter School is to report to Decatur Public School District #61 within ten (10) days of an expulsion to: Director of Business Affairs, DPS #61.
- _____ Ten (10) Year Contract Renewal – No earlier than January 1 and no later than January 31 of the year that the contract expires, Charter School is to submit a written proposal to: Superintendent of Decatur Public School District #61. DPS #61 is to notify Robertson of findings of their review of the renewal within 60 days of receipt of it.

Robertson Charter School

Accountability Plan

Evaluation

DECATUR PUBLIC SCHOOLS #61
EXHIBIT C—ROBERTSON EVALUATION COMPLIANCE CATEGORIES
 2.A. Pupil Performance Rubric

<u>Indicator</u>	<u>Superior</u>	<u>Satisfactory</u>	<u>Unsatisfactory</u>
<u>ELA (IAR):</u> Comparative data with District schools specifically looking at black student performance	Top 33%	Middle 33%	Bottom 33%
<u>Mathematics(IAR):</u> Comparative data with District schools specifically looking at black student performance	Top 33%	Middle 33%	Bottom 33%
<u>IAR ELA:</u> Multi-Year Trend	Up	Flat	Down
<u>IAR Math:</u> Multi-Year Trend	Up	Flat	Down
<u>School Summative Designation</u>	Exemplary	Commendable	Targeted/ Comprehensive
<u>Unique Standards and assessment:</u> Percent of students who meet standard at level to be determined by the Charter School and Board	To be determined for each Indicator	To be determined for each Indicator	To be determined for each Indicator

2.A. Pupil Performance Evaluation Form

Indicator:	<u>Superior</u>	<u>Satisfactory</u>	<u>Unsatisfactory</u>
<u>ELA (IAR):</u> Comparative data with District schools specifically looking at black student performance			
<u>Mathematics(IAR):</u> Comparative data with District schools specifically looking at black student performance			
<u>IAR ELA:</u> Multi-Year Trend			
<u>IAR Math:</u> Multi-Year Trend			
<u>School Summative Designation</u>			
<u>Unique Standards and assessment:</u> Percent of students who meet standard at level to be determined by the Charter School and Board			

Board Evaluator of 2.A. _____

Date _____

2.B--ROBERTSON FISCAL MANAGEMENT INDICATOR EVALUATION
Financial Indicator Evaluation Form

Indicator	Superior	Satisfactory	Unsatisfactory
Balanced Budget: 1) Prior-year balanced budget successfully implemented 2) Realistic current- year balanced budget plan			
Financial Audit Findings			
Financial Obligations: pension payments, payroll taxes, insurance coverage, loan payments and terms			

Board Evaluator of 2.B. _____ Date _____

C. LEGAL AND CHARTER COMPLIANCE

Legal and Charter Compliance Self-Evaluation Form

“Superior” shall be complete compliance with the law and the Charter School Agreement, “Satisfactory” shall be a Minor violation, and “Unsatisfactory” shall be a Major violation of the Accountability Plan. The table below is a self-evaluation to aid the Board in evaluation of legal compliance.

<i>Indicator</i>	<i>Superior</i>	<i>Satisfactory</i>	<i>Unsatisfactory</i>
Open Meetings Act			
Criminal background investigations			
Illinois School Records Act			
Administration of Medications			
Hazardous materials training			
School Safety Drill Act			
Abused and Neglected Child Reporting Act			
Eye Protection Act			
Toxic Art Supplies in Schools			
Non-Curricular Health and Safety Requirements Applicable to Charter Schools			
Infectious Disease policies and Rules			

Conformance of the school's governance structure			
Ongoing presence of management and financial controls			
Administration of an open enrollment process and lottery			
Maintenance of Corporate Status and Good Standing			

I certify that that the Charter School governing board, administration, faculty and staff have followed the laws in the manner indicated in the table above.

Robertson Charter School

Date

Legal and Charter Compliance Evaluation Form

“Superior” shall be complete compliance with the law and the Charter School Agreement, “Satisfactory” shall be a Minor violation, and “Unsatisfactory” shall be a Major violation of the Accountability Plan. The table below is a self evaluation to aid the Board in evaluation of legal compliance.

<i>Indicator</i>	<i>Superior</i>	<i>Satisfactory</i>	<i>Unsatisfactory</i>
Open Meetings Act			
Criminal background investigations			
Illinois School Records Act			
Administration of Medications			
Hazardous materials training			
School Safety Drill Act			
Abused and Neglected Child Reporting Act			
Eye Protection Act			
Toxic Art Supplies in Schools			
Non-Curricular Health and Safety Requirements Applicable to Charter Schools			
Infectious Disease policies and Rules			
Conformance of the school's governance structure			

Ongoing presence of management and financial controls			
Administration of an open enrollment process and lottery			
Maintenance of Corporate Status and Good Standing			

Board Evaluator of C. _____ Date _____

3. Charter School Participation in the Accountability Process

Participation in the Accountability Process Evaluation Form

The Charter School shall take all necessary actions to collect and report the information required by the Accountability Plan, including, without limitation:

1. Full participation in the administration of the Illinois Assessment of Readiness (IAR) and any future test assigned by the state of Illinois and any future test assigned by the State of Illinois, including all Board procedures designed to safeguard the integrity of the assessment.

2. Participation in bi-annual site visits conducted by the Board to ascertain that sufficient minimum educational and operation practices are in place.

3. An annual financial and compliance audit, as required by law and by the Agreement and/or Accountability Plan.

4. Providing students, school and employee information required by the Agreement and/or Accountability Plan.

5. Providing information necessary to evaluate parent, student, employee or public allegations or audit finding that, if true would constitute a violation of the law or Agreement.

6. Provision of additional information or cooperation in other actions not listed in these sections necessary to evaluate the Charter School's performance with respect to the Compliance Categories.

Board Evaluator of 3. _____ Date _____

EXHIBIT C 3.2 ANNUAL PERFORMANCE REPORTS
October - Summary of the Charter School Walk Through

Board Evaluator of Exhibit C 3.2 _____ Date _____

April - Summary of the Charter School Walk Through

Board Evaluator of Exhibit C 3.2 _____ Date _____

EXHIBIT D – PUPIL PERFORMANCE

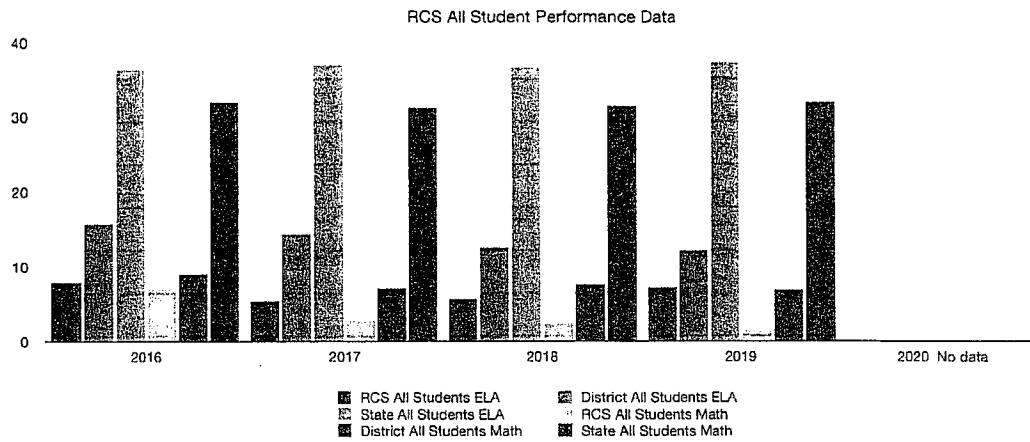


Table 1

	2016	2017	2018	2019	2020 No data
RCS All Students ELA	8	5	6	7	
District All Students ELA	16	14	13	12	
State All Students ELA	37	37	37	37	
RCS All Students Math	7	3	2	2	
District All Students Math	9	7	8	7	
State All Students Math	32	31	32	32	

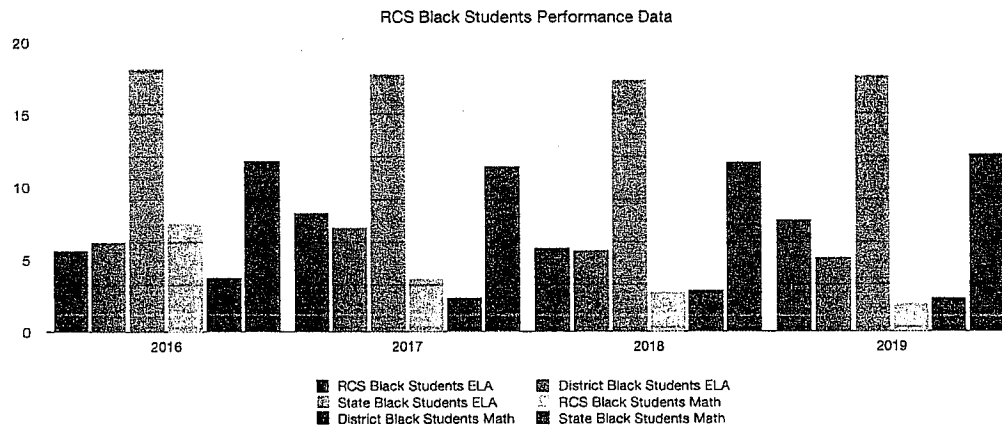


Table 1

	2016	2017	2018	2019	2020 No data
RCS Black Students ELA	6	8	6	8	
District Black Students ELA	6	7	6	5	
State Black Students ELA	18	18	17	18	
RCS Black Students Math	8	4	3	2	
District Black Students Math	4	2	3	2	
State Black Students Math	12	12	11	12	

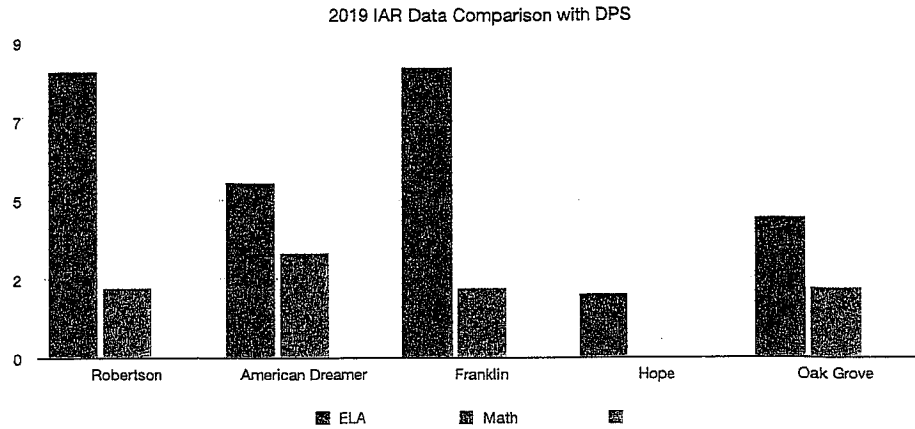
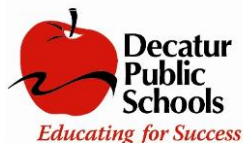


Table 1

	ELA	Math
Robertson	8	
American Dreamer	5	
Franklin	8	
Hope	2	
Oak Grove	4	
Robertson		2
American Dreamer		3
Franklin		2
Hope		0
Oak Grove		2

The above data was taken from the Illinois State report cards through ISBE and compares the Charter School to Decatur District #61 and the State of Illinois. This data shows that the Charter School performs at the same level or higher than students in District #61 when comparing students of the same demographics.



Board of Education Decatur Public School District #61

Date: March 23, 2021	Subject: Seven (7) Mindsets SEL Curriculum Materials
Initiated By: Dr. Judith Campbell, P12 Director of Teaching and Learning and Lawrence Trimble, Director of Student Services	Attachments: Seven (7) Mindsets Quotes for DPS #61 PK-8 th and 9 th -12 th grades
Reviewed By: Jeff Dase, Assistant Superintendent of P12 Teaching and Learning, and Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

DPS P-12 teachers and stakeholders were provided the opportunity to give insight regarding the current SEL programs that they had been utilizing from the 2019 school year to recent. There were 3 different programs used at a variety of buildings.

CURRENT CONSIDERATIONS:

A series of 11 questions were provided to capture the effectiveness of each program aligned to the attached SEL rubric based upon student and teacher needs. As the decision to determine which SEL program was preferred for our district, data was gathered outlining the overall percentage, based upon the program piloted utilized a survey to determine curriculum/resource preference. The outcome of the data analyzed and disaggregated determined that the district wide SEL program that is preferred by stakeholders utilizing a SEL curriculum/resource is Seven (7) mindsets.

FINANCIAL CONSIDERATIONS:

Utilizing Title I Funds for Pk-8th grade: \$168,000

Utilizing Cares Funds for 9th-12th grade: \$24,000

SEL Coaching for District implementation and rollout-\$20,000

Total Program Cost: \$212,000


STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Seven (7) Mindsets SEL Curriculum in the amount \$ 192,000 to provide SEL resources as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____



Social Emotional Learning (SEL) Program Recommendation

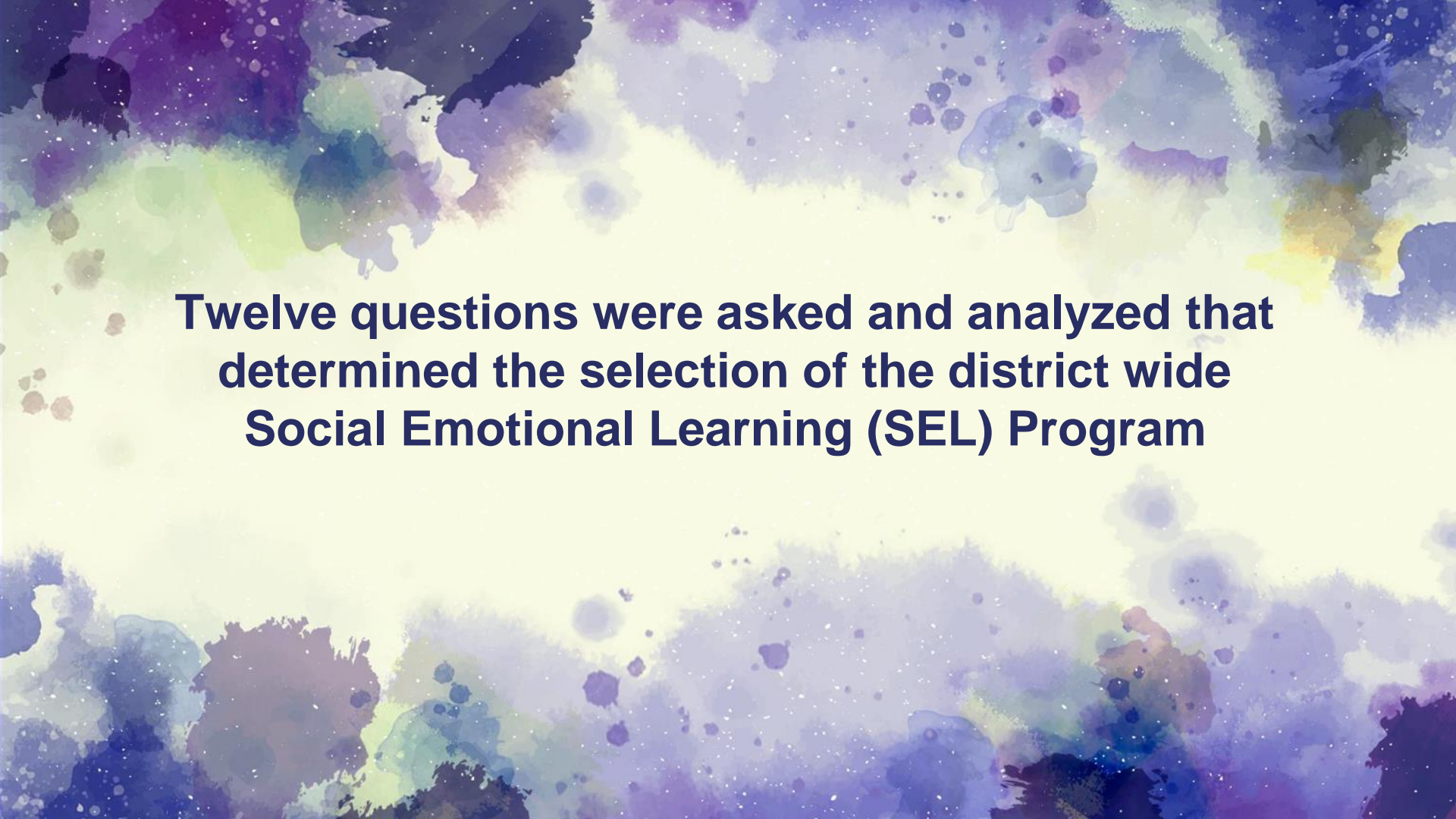
**Decatur Public Schools #61
2021**

SEL Pilot Background

DPS P-12 teachers and stakeholders were provided the opportunity to give insight regarding the current SEL programs that they had been utilizing from the 2019 school year to recent. The programs used at a variety of buildings were Character Strong, Second Step, and Seven (7) Mindsets.

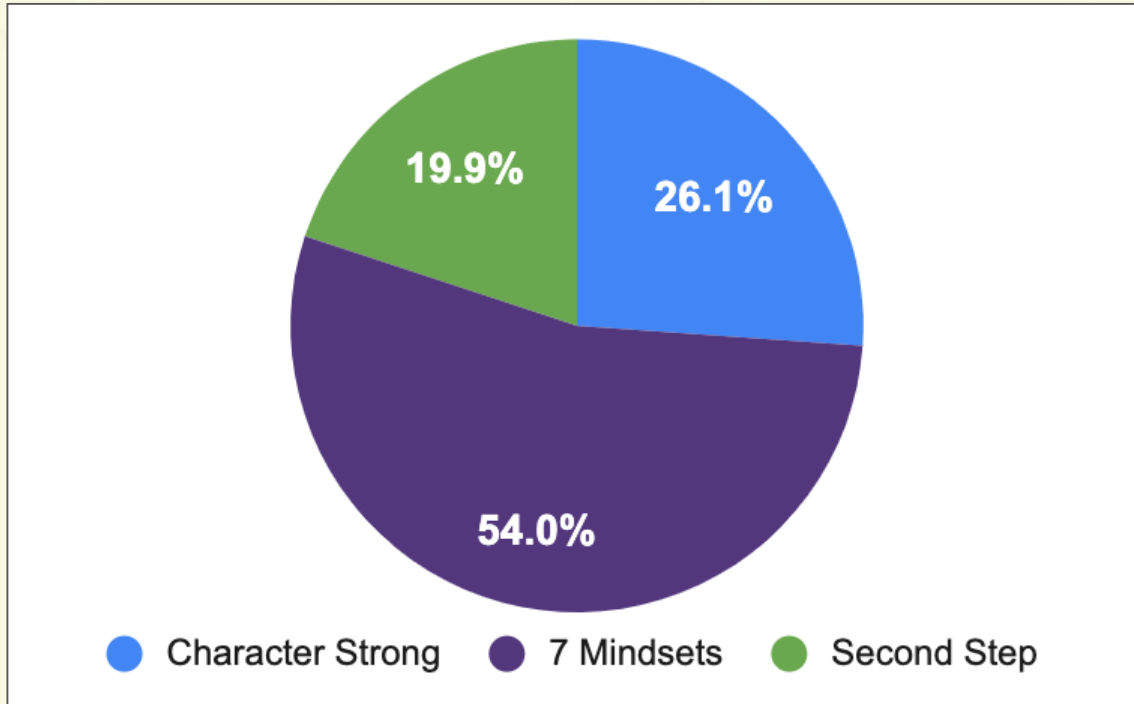
A series of questions were provided to capture the effectiveness of each program aligned to the SEL rubric based upon student and teacher needs. The rubric consisted of a scale that related to:

1. How program integrates SEL core competencies
2. Program being culturally responsive
3. Flexibility with in-person and/or virtual learning
4. Program enhancing school climate
5. Program being standards base aligned



**Twelve questions were asked and analyzed that
determined the selection of the district wide
Social Emotional Learning (SEL) Program**

1. What SEL program are you currently using?



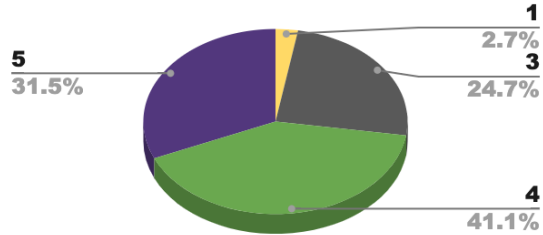
Rating Scale

Percentages were gathered to align to the rating scale for each question asked related to each program. The Rating Scale description is outlined below that should be noted as we transition through the questions asked.

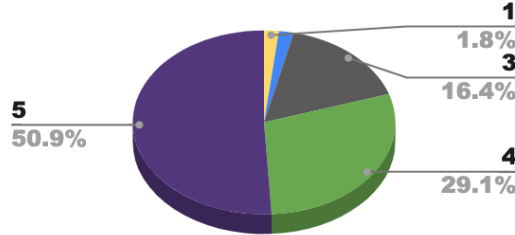
- ❖ **5** (Five Rating): Entire Program aligns
- ❖ **4** (Four Rating): Majority of Program aligns
- ❖ **3** (Three Rating): Program somewhat aligns
- ❖ **2** (Two Rating): Majority of Program does not align
- ❖ **1** (One Rating): Entire Program does not align

2. Most areas of this program align to ISBE standards.

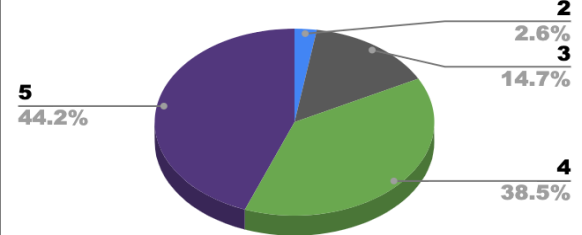
Character Strong



Second Step

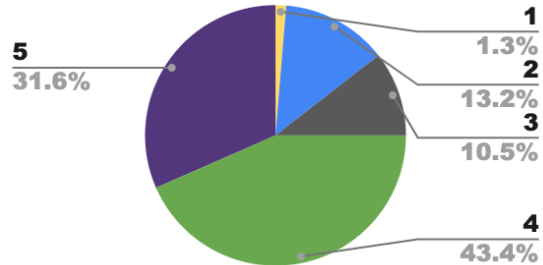


7 Mindsets

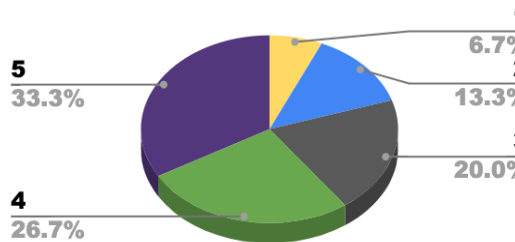


3. The program I am using promotes equity.

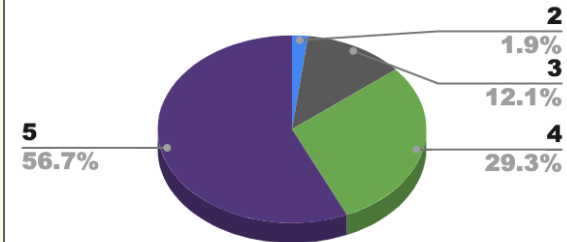
Character Strong



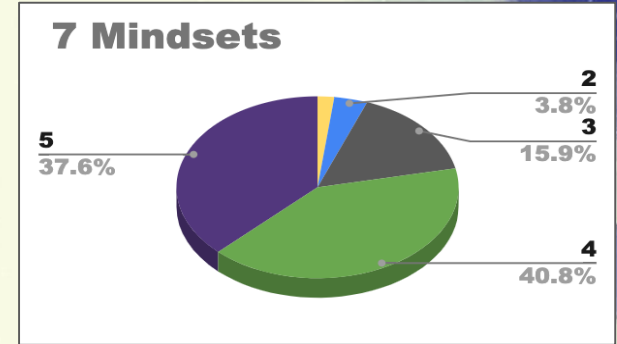
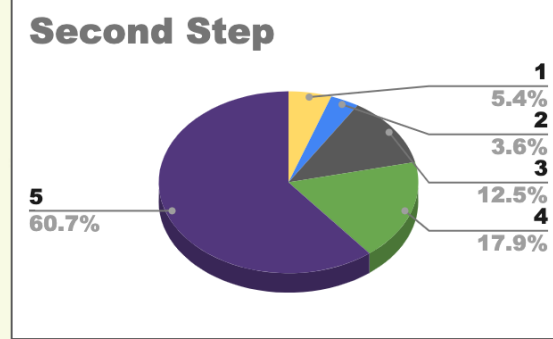
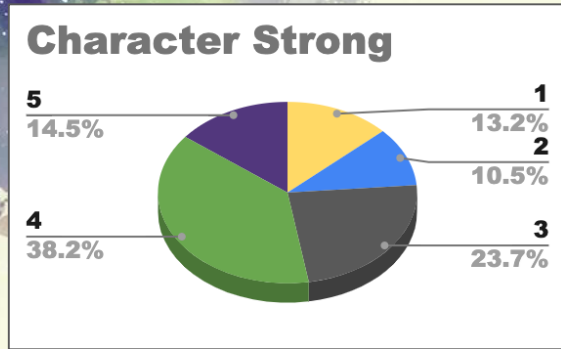
Second Step



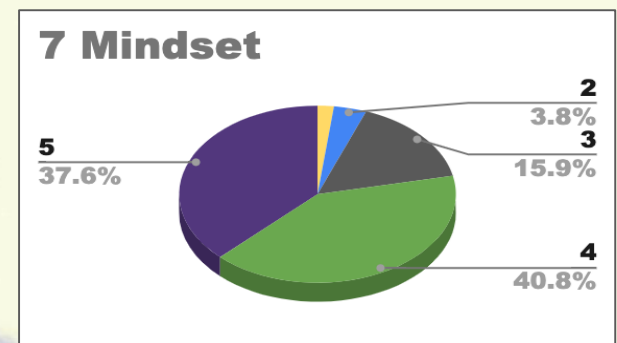
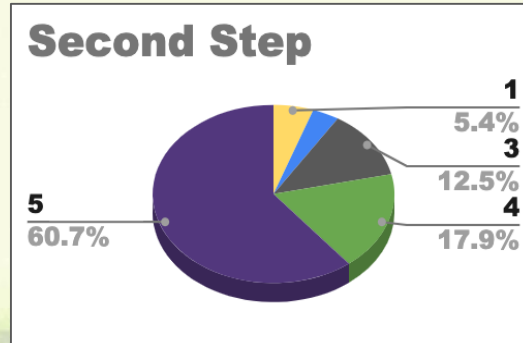
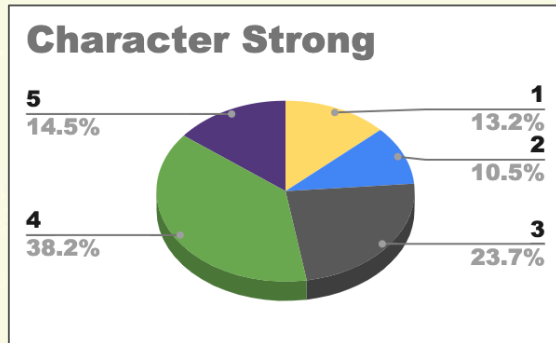
7 Mindsets



4. The program I am using is relevant to my students' experiences .

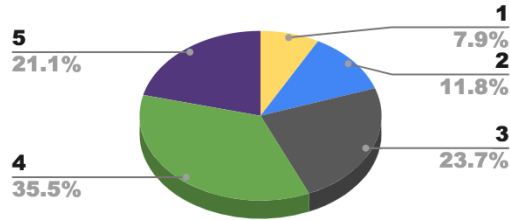


5. The program I am using is interactive, engaging and includes pleasing audio.

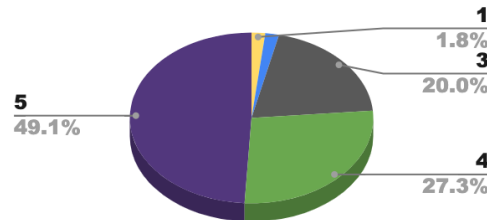


6. The program I am using allows for student voice and engagement that projects to improve their classroom, school, and broader community.

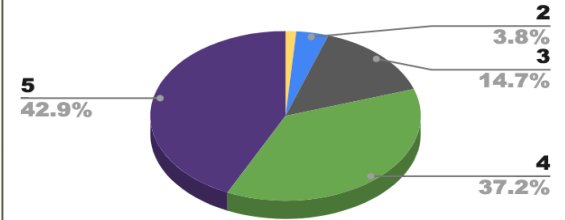
Character Strong



Second Step

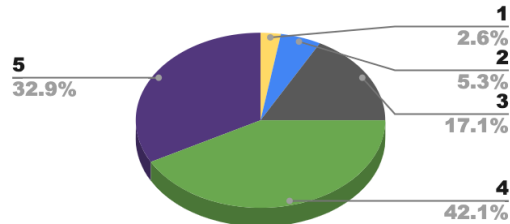


7 Mindsets

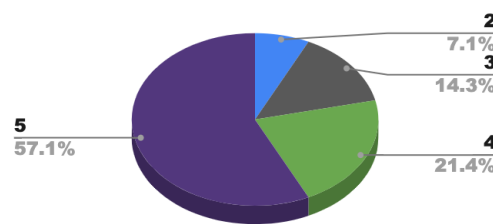


7. The program supports a variety of topics that include behavioral, social emotional, and developmental.

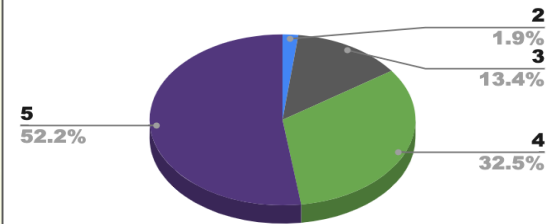
Character Strong



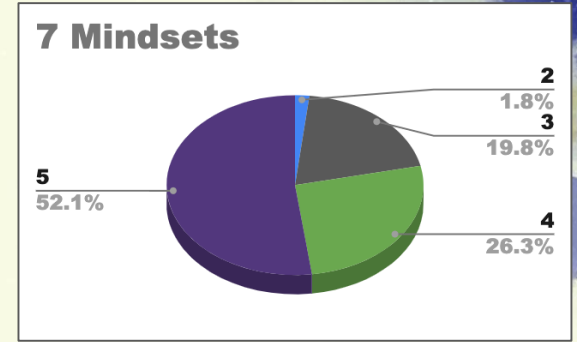
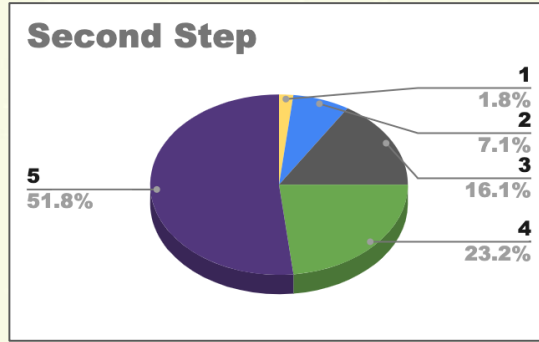
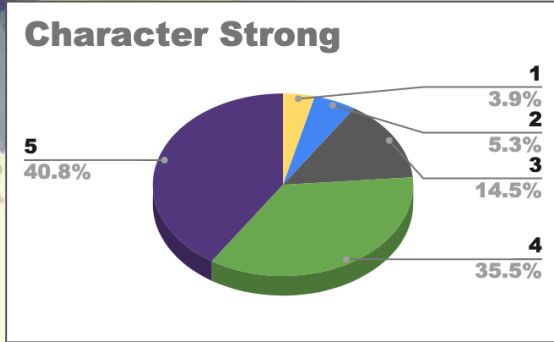
Second Step



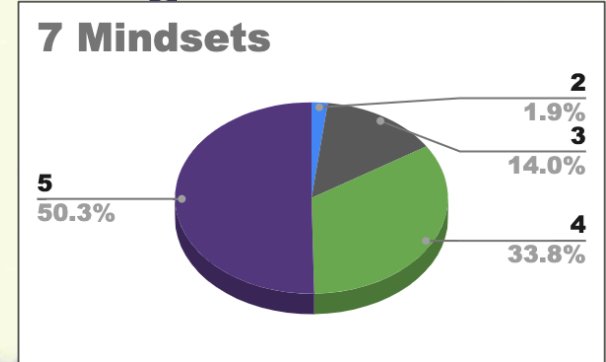
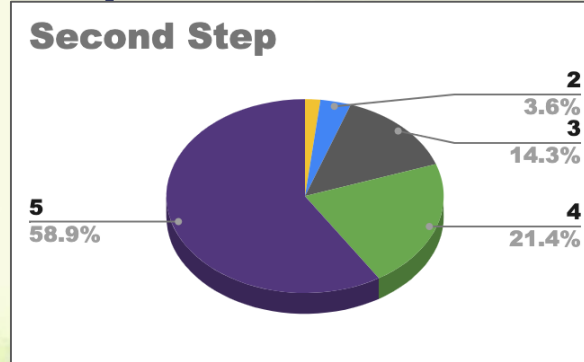
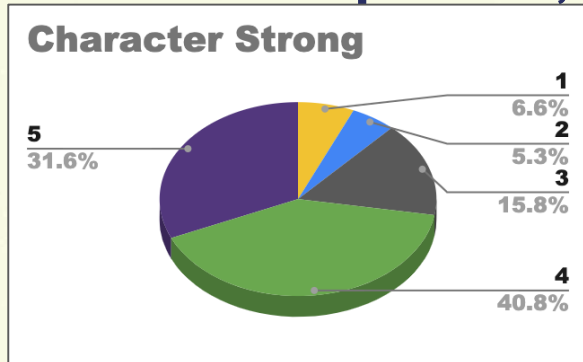
7 Mindsets



8. The resources for this program are easy to access and utilize.

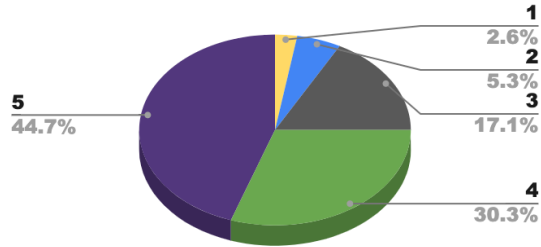


9. This program helps build self-efficacy, self awareness, relationship skills, and positive decision making for staff and

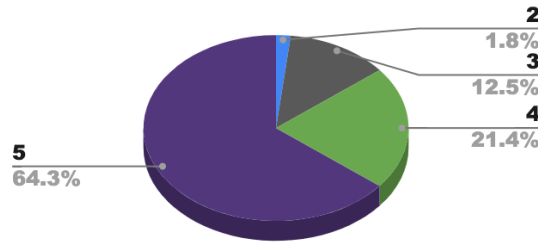


10. The content of this program spans multiple grade levels.

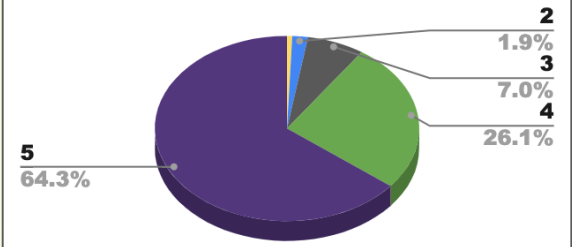
Character Strong



Second Step

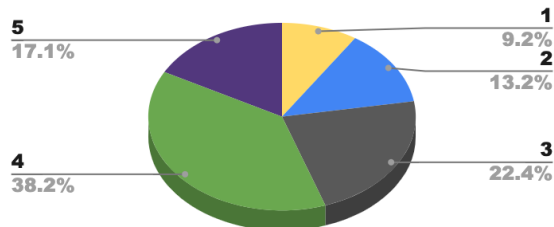


7 Mindsets

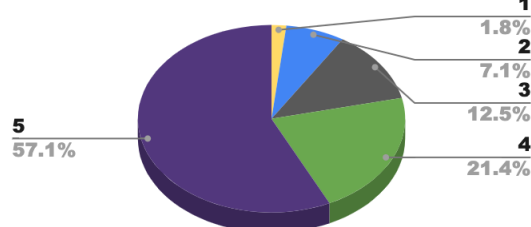


11. The content is easily incorporated into other areas of a students instructional day.

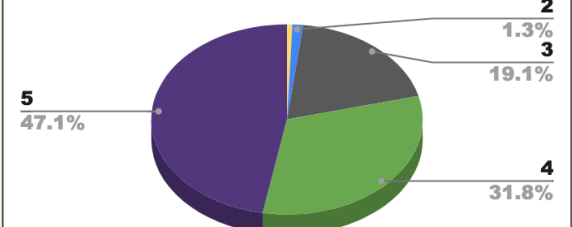
Character Strong



Second Step



7 Mindsets



Stakeholder Quotes to Programs

~The Character Strong program/lessons are good, but the structural implementation of the program is not. SEL should not be taught separate from academic courses.

~My students look forward to our 7 Mindsets lessons each week. I feel that it has been a very beneficial resource and the professional development that we have received from the company has also been very good. I would love to see the entire district benefit from this SEL curriculum.

~Second Step is the best SEL curriculum for Pre-K. None of the others even have Pre-K level stuff. That would mean extra work for Pre-K teachers.

~I do not care for Character Strong, I do not think it is a good fit for our district. I like the 7 Mindsets curriculum. I have used Second Step and I am not a fan.

~I love this 7 mindset and how easy it is to engage students in the conversation. It has also been very easy to relate and user friendly. The students in my class are loving it and are able to make real life connections.

~Using Second Step I have been able to create video lessons for multiple class rooms on SEL. The students love the puppets and love the songs.

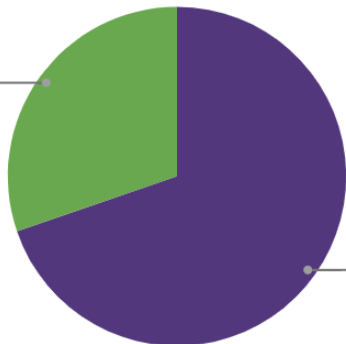
~Character Strong is terrible for middle school. It treats them like little kids and clearly doesn't understand how they think. It surprisingly bad.

~My students look forward to the 7 Mindsets time every week. They often make requests to watch videos that were previously viewed b/c they love them so much! The videos and activities are both interactive and engaging!

~Second Step is age appropriate and relatable for our students.

Character Strong

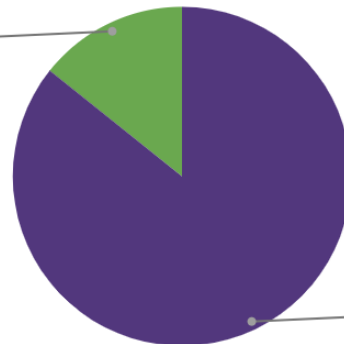
No
30.3%



Yes
69.7%

Second Step

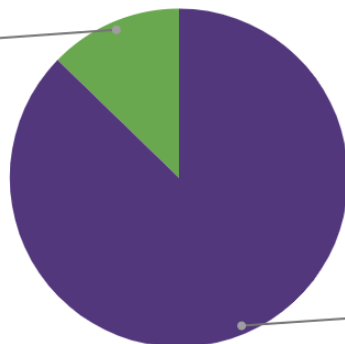
No
14.3%



Yes
85.7%

7 Mindsets

No
12.7%



Yes
87.3%

12. I would recommend the implementation of this program in our district.

Questions





THANK YOU!



Teaching Mindsets. Changing Lives.

INFORMATION IS TO BE SHARED ONLY INTERNALLY WITHIN DECATUR PUBLIC SCHOOLS #61

Working Proposal for



Decatur Public Schools

Educating for Success

Presented to Dr. Judith Campbell

Director of Teaching and Learning

March 17, 2021

Confidential

From: Barb Maimone, SEL Development Specialist

7 Mindsets

www.7mindsets.com

PURPOSE OF 7 MINDSETS DISTRICT-WIDE IMPLEMENTATION:

- 1) To support the implementation of a district-wide evidence-based SEL initiative to proactively grow the social and emotional competencies of staff, students, and parents (*Appendix A – Evidence of Impact*).
- 2) To develop teacher's awareness and capacity to create inclusive and respectful classroom environments to promote [equity](#) in access, opportunity and outcomes for all students.
- 3) To provide a sustainable process to increase student readiness to learn and decrease negative behavior while developing cultural competencies.
- 4) To support teacher retention and recruitment by creating work (school) environments built on trust, belonging and significance.
- 5) To empower educators to be their best self through professional development to develop the mindsets to reach their potential as an effective and healthy educator.

ALIGNMENT WITH DPS #61 DISTRICT STRATEGIC PLAN

- 1) Deploy a district-wide, "whole student" approach that improves academic and social outcomes in the learning environment.
- 2) Establish the desired climate and culture within each of the District's schools that successfully engages students to improve learning outcomes.
- 3) Identify and deploy social and emotional learning curriculum district wide.
- 4) Increase resources for students with identified physical, social/emotional, and mental health needs through innovative collaborations with community partners.
- 5) Strengthen positive relationships among staff, students, and families.
- 6) Prioritize professional development to best prepare all staff to meet the needs of the District's diverse student population.
- 7) Make every school a positive driving force for its neighborhood.

7 Mindsets is committed to continuing to work in close partnership with Decatur Public Schools to drive unity, consistency, and transformational change to staff, students, families, and the community. We understand the incredible difficulties facing educators in the 2020-21 school year, and our mission is to equip your educators with the social-emotional resources and training to create environments of greater connection, stronger relationships, and more constructive dialogue, whether in-person or virtually. We are grateful for the opportunity to expand our partnership and look forward to the great things we can accomplish together!

Sincerely,



Barb Maimone, SEL Development Specialist
60 King Street Roswell, GA 30041
barb@7Mindsets.com
770-402-2196 cell

DELIVERABLES:

1. ***“District”* S.E.L.E.C.T.® Custom Implementation Coaching & Training with Interactive Learning Events and Change Management Module for School Culture Transformation and full SEL and Equity Integration**

7 Mindsets S.E.L.E.C.T.

Social. Emotional. Learning. Equity. Coaching. Transformation.

- **Dedicated SEL Implementation Specialist and Accountability Partner.** The District is provided a 7 Mindsets Implementation Specialist who works directly with members of the SEL team to customize a social-emotional learning approach that can be implemented with fidelity and consistency across all schools. The Implementation Specialist provides ongoing, proactive assistance throughout the year and supports the district SEL leadership team to engage school leaders and ensure SEL is integrated with a strategic leadership plan for each campus.
- **Customized Goals and Implementation Plan.** The Implementation Specialist serves as an SEL consultant and works with the district team to create a social-emotional learning roadmap built specifically for the district. The coach will analyze areas of improvement and growth areas to inform the District Plan and drive cohesiveness across buildings.
- **Engaging Interactive Customized Events.** District level onsite or virtual professional development events are built around the district’s vision and needs. The content of these events will be determined by the district team in conjunction with the coach and can include:
 - District level kick-off/Enrichment Event
 - Promoting Equity Through SEL
 - Leadership Development
 - *Ridiculously Amazing Schools* workshop
 - District level site-observation days/Best Practices
 - Support during District SEL meetings
- **Comprehensive SEL Resources.** Access to the 7 Mindsets digital portal is provided to select leaders for purposes of accessing adult SEL and providing consistency and unity across the district.
- **Year-End Assessment, Reflections, and Recommendations** based on achievement and growth objectives.

Change Management Module			
Dedicated 7M SEL Coach	Needs Analysis and/or Cultural Survey	Customized SEL Plan	Year-End Assessment, Reflections, and Recommendations based on achievement and growth objectives

2. **School S.E.L.E.C.T.® 2 Custom Implementation Coaching & Training with Interactive Learning Events (Recommended for each high school)**

7 Mindsets S.E.L.E.C.T.

Social. Emotional. Learning. Equity. Coaching. Transformation.

SEL implementation is most successful when it is fully integrated into every aspect of the school culture, beginning with the comfort level and enthusiastic participation of the teachers. With a 7 Mindsets SELECT bundle, teachers learn and internalize the 7 Mindsets on a personal level, and the staff becomes comfortable, confident, and excited to deliver the curriculum in the most impactful way.

Every SELECT program includes three core elements:

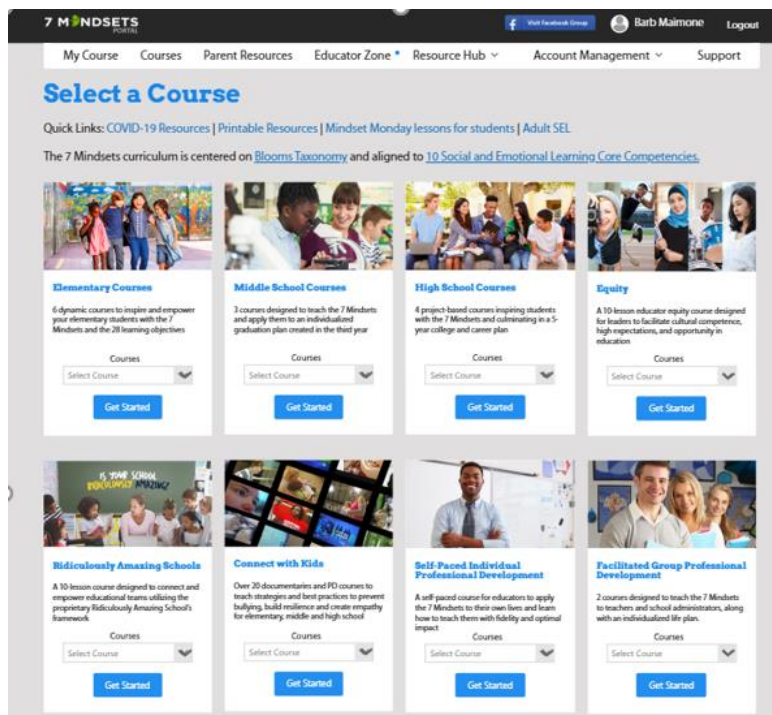
- 1) **SMART START PROCESS** – provides the tools needed to effectively launch and sustain a successful SEL program. Smart Start includes an initial orientation and coaching session, Adult SEL professional development and training.

Smart-Start Process		
Initial Orientation and Coaching session (30 min virtual)	Adult SEL PD Session (90 min virtual)	SELEQUITY Portal Training (30 min virtual)

- 2) **COACHING AND SUPPORT PLAN** – A collection of resources and support services to ensure continuous personal and professional growth for the greatest SEL impact and success.

Coaching and Support Plan							
Mid-Term Check-in Coaching Session	Year-End Review and Planning Coaching Session	Additional PD Session	Ongoing Communication and Support - newsletters, best practices, articles, updates, success stories	Library of on-demand SEL Training Modules	Resource Hub - SEL videos, activities, games and more	Educator Zone - Morning Mindset, Parent resources, Teacher Engagement resources	Access to Private 7M Community

- 3) **SELEQUITY PORTAL** – Annual full-school license to engaging, online, PK-12 mindsets-based SEL, Equity and Mental Health curriculum and resources for every student and educator to thrive.



INVESTMENT:

1. **District S.E.L.E.C.T.® 2 Custom Implementation Coaching & Training with 2 Interactive Learning Events (less than 20 schools)**
 - \$20,000/year
2. **School S.E.L.E.C.T.® 2 Custom Implementation Coaching & Training with 2 Interactive Learning Events**
 - \$12,000 per school/year
3. **Books and Booklets (customer price) *optional**
 - *The 7 Mindsets To Live Your Ultimate Life* book by Scott Shickler and Jeff Waller - **\$15/book**
 - *The 7 Mindsets To Live Your Ultimate Life* booklet - **\$3/booklet**
 - *Ridiculously Amazing Schools* by Jeff Waller and Tracey Smith - **\$20/book**

SCOPE

1 DISTRICT SELECT

16 DPS #61 Schools

- 1) Hope Academy *
- 2) Johns Hill Magnet School *
- 3) American Dreamer STEM Academy *
- 4) Oak Grove Elementary School *
- 5) Parsons Accelerated Elem Sch *
- 6) South Shores Elementary School *
- 7) Harris Elementary School*
- 8) Montessori Academy for Peace *
- 9) Baum Elem School *
- 10) Muffley Elementary School
- 11) Stephen Decatur Middle School
- 12) Eisenhower High School
- 13) MacArthur High School
- 14) Dennis Lab School – building 1
- 15) Dennis Lab School - building 2
- 16) Pershing Early Learning

TOTAL INVESTMENT

DPS #61			
Product	Amount	Price	Total
District SELECT	1	\$ 20,000	\$ 20,000
Individual School SELECT	16	\$ 12,000	\$ 192,000
TOTAL			<u>\$ 212,000</u>

➤ **BOOKS for staff are recommended for new schools and can be added to the final quote.**

Appendix 1 – Evidence of Impact

Seven independent studies validate the 7 Mindsets impact. What separates the 7 Mindsets from all other social-emotional learning programs is a measured set of lasting, tangible improvements upon the mindsets of both students and educators. By positively changing the way individuals think about themselves and their future, the 7 Mindsets empower them to live lives of passion, purpose, and meaning. Students who experience a firm belief in their potential, an optimistic vision for the future, and a strong sense of personal authenticity, perform better academically and forge more substantial relationships in life. This document summarizes key measurable results.

241% Improvement in academic performance. A group of 51 middle school students in Georgia were identified at-risk due to academic performance, attendance, and behavior issues. They were administered the state standardized CRT math test and only 24% passed. The 7 Mindsets program was implemented 30-minutes per week for the school year. At the end of the year, the students took the next CRT math test and this time 80% passed. *Relationship in Math Achievement*, 33-page report, Dr. Mimi Gamel, Kennesaw State University.

Positive school culture improves student attendance by 30% and decreases behavior issues by 90%. A middle school in Minneapolis had over 300 disciplinary referrals in a year. Then they implemented the 7 Mindsets adult-based SEL training for their educators and the students received approximately 30-minutes of SEL instruction per week for the school year. One year later, disciplinary referrals dropped below 30 and the positive school culture increased student engagement and attendance. *17-page report by Dr. Marisha Humphries & Roberto Rivera M.Ed., University of Illinois at Chicago.*

42% decrease in out of school suspensions (OSS). Independent research conducted in Florida compared two demographically similar high schools within the same school district. The comparison school did not have the 7 Mindsets program and the treatment school had a 7 Mindsets professional development training for the educators, a 7 Mindsets SEL Coach, and the students received 15-30-minute lessons during homeroom throughout the school year. The comparison school had a 100% increase in out of school suspensions while the 7 Mindsets school had a 42% decrease. *40-page report by Independent Researcher Portia Pusey.*

Higher levels of hope and improved mental health. Independent research on elementary school students in Cincinnati focused on the positive impact of teaching social and emotional skills to inner-city youth with behavior and low academic performance. In comparing the students from a pre-7 Mindsets intervention to a post-7 Mindsets intervention, the research showed improvements in every scale. In summary, students demonstrated higher levels of hope, increased intrinsic resiliency, improved mental health, positive ethnic identity, and academic self-efficacy. *4-page report by Dr. Christopher Slaten, University of Missouri.*

Significant improvement in student grit and resiliency. Independent research on 7 Mindsets program for students 12-17 years old from over 10 states. Before the 7 Mindsets Program, the average Grit score was 25% and after the program the average score was 87%. Before 7 Mindsets, 18% of the students demonstrated a high level of Resilience and after 7 Mindsets program, 78% demonstrated a high level of Resilience. *160-page report from Dr. Mimi Gamel was peer reviewed at Kennesaw State University.*

19% reduction in school suspensions and expulsions. Independent research conducted in Texas compared two demographically similar middle schools within the same school district. The comparison school did not have the 7 Mindsets program and the treatment school had a 7 Mindsets professional development training for the educators, a 7 Mindsets SEL Coach, and the students received 15-30-minute lessons during homeroom, twice a week, throughout the school year. The comparison school had a 72% increase in out of school suspensions while the 7 Mindsets school had a 19% decrease. *40-page report by Independent Researcher Portia Pusey.*

CASEL case study shows improvements in SEL, well-being & community engagement. Independent researchers studied the impact of the 7 Mindsets SEL program on an entire community in Fargo, ND. The initiative involved youth programs at the YMCA, six elementary, middle, and high schools, and adult SEL training at a dozen non-profit community-based organizations. Three years after full implementation of the 7 Mindsets program, Fargo was named one of the best places in America to live and raise a family. *5-page report by Yahtzeni Gonzalez, Emma Jackson, and Roberto Rivera, M.Ed., University of Illinois at Chicago.*

Quote Number	00002027	Prepared By	Barb Maimone
Quote Date	3/17/2021	Email	barb@7mindsets.com
Expiration Date	6/30/2021	Phone	+1 7704022196

CONTACT INFORMATION

Contact Name	Judith Campbell	Prepared For:	Decatur School District 61
Email	jcampbell@dps61.org	Billing Address	101 W Cerro Gordo St Decatur, IL 62523 United States

Terms

License Start Date	7/1/2021	License End Date	6/30/2022
Subscription Terms	1 Year	Payment Terms	Net 15

Product	Product Description	List Price	Sales Price	Quantity	Total Price
District SELECT A - New	SEL Coaching for District implementation and rollout, Access for District Personnel to 7 Mindsets SELEQUITY Online Courses and Resources, 2 Adult SEL Virtual PD events	\$20,000.00	\$20,000.00	1.00	\$20,000.00
SELECT 2 - New	Full Access to 7 Mindsets SELEQUITY Online Curriculum and Resources, 2 Adult SEL Virtual Professional Development Sessions, Implementation Coaching and Support	\$12,000.00	\$12,000.00	7.00	\$84,000.00
SELECT 2 - Renew	Full Access to 7 Mindsets SELEQUITY Online Curriculum and Resources, 2 Adult SEL Virtual Professional Development Sessions, Implementation Coaching and Support	\$12,000.00	\$12,000.00	9.00	\$108,000.00
Subtotal		\$212,000.00			
Grand Total		\$212,000.00			

SELECT applies to the following School(s) or Group(s)

Select Accounts:

- Decatur #61 School DISTRICT Select
- Baum Elementary School*
- Muffley Elementary School
- Oak Grove Elementary School*
- Parsons Elementary School*
- South Shores Elementary School*
- Stephen Decatur Middle School
- Eisenhower High School
- MacArthur High School
- American Dreamer STEM Academy*
- Dennis Lab School Building 1
- Dennis Lab Building 2
- Hope Academy*
- John Hills Magnet*

License applies to the following School(s) or Group(s)

Montessori Academy for Peace*
Pershing Early Learning
Harris Learning Academy*
* renewing schools

Product Terms & Definitions

SELECT Terms

7 Mindsets SELECT Program *means*; Training, Annual Full School Site License to online portal, Consulting, Professional Development, Implementation and Support Services.

7 Mindsets SELECT scope includes onsite events to be determined during initial discovery process. Needs analysis, customized implementation planning, ongoing coaching and support plan are all included.

SELECT Program services delivered pursuant to License Start and End Dates listed in the above terms.

License Terms

License to 7 Mindsets Online Portal *means* access to all Student and Educator Curriculum (Self-Paced, and Facilitated Group Modules), Resource Hub, Leadership Zone, Parent Resources, and all supporting materials.

7 Mindsets online portal may be accessed at www.7mindsetsportal.com. Renewal notification details will be sent sixty (60) days prior to License End Date. Invoices will be generated within thirty (30) days of License End Date.

Professional Development Terms

7 Mindsets Professional Development means Onsite and/or Virtual Training and Implementation Services. Scope and delivery date(s) to be determined during initial discovery process, unless previously agreed upon and referenced in Notes section above.

Complete License Terms and Conditions may be found in the Master Subscription Agreement at 7mindsetsportal.com/agreement.pdf

Purchasing Terms

Purchase Orders (PO) may be sent directly to orderprocessing@7mindsets.com or faxed to (678) 550-9750.
If applicable, please include current tax exempt form.

If a Purchase Order (PO) is *NOT* required, please *Sign Below* and an invoice will be generated and sent via email.

Invoice Instructions

School or District:

Attention:

Special Instructions (Reference PO or Requisition Number, etc):

Email:

Customer Approval

Upon signature by Customer and submission to orderprocessing@7mindsets.com, the Customer acknowledges and accepts the terms of this order, pricing, applicable training dates and deliverables. All billing pertaining to this order form will contain the pricing and payment terms listed above.

Printed Name

Title _____

Signature _____

Date _____

Board of Education Decatur Public School District #61

Date: March 23, 2021	Subject: SOPPA Recommendation
Initiated By: Maurice Payne, Director of Information Technology	Attachments: <ul style="list-style-type: none">• Standard Data Privacy Agreement• SOPPA Parental Notice for Student Code of Conduct and Parent Handbook
Reviewed By: Dr. Todd Covault, Treasurer, and Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The district is required to comply with the Student Online Personal Protection Act (SOPPA) as noted in 105 ILCS 85 and incorporated in Board policy 7:345 to ensure that data is used for a beneficial purpose such as providing personalized learning and innovative educational technologies. In compliance with this statute and respective policy, Superintendent Fregeau designated Maurice Payne as the Data Compliance Officer and Jennifer Tuggle as the backup officer. Superintendent Fregeau also established an Educational Technology Committee that will oversee the requirements of SOPPA as related to curriculum software. *This supports Teaching and Learning by ensuring our technology is safe for students to utilize.*

The member of the Educational Technology Committee are:

- Maurice Payne, Director of Information Technology
- Jennifer Tuggle, Senior IT Analyst
- Michale Coziahr, Instructional Technology Coordinator
- Mary Ann Schloz, Assistant Director of Finance and Grants
- Additional members as needed

Providing systems to manage the compliance requirements of student protections creates a safe environment for students and supports the efforts of Teaching and Learning.

CURRENT CONSIDERATIONS:

SOPPA requires the District to notify parents of their rights to inspect and review data, request a paper or electronic copy of data, or request a factual correction of data. The SOPPA Parental Notice procedure have been included with the Student Code of Conduct updates for Board consideration. SOPPA guidelines require parents to acknowledge receiving the Parental Notice. This will be accomplished when parents sign the Student Code of Conduct and Parent Handbook.

In addition, the SOPPA requires the District to enter into Data Privacy Agreements with Operators (i.e. software providers) to ensure specific operator duties and prohibitions. The Decatur School District has nearly 400 such software agreements. In order to streamline this effort, the Data Privacy Agreement (attached) is submitted for board review and consideration prior to the formal implementation of this document.

FINANCIAL CONSIDERATIONS:

Although the work associated with implementating the requirements of the SOPPA is extensive, there are no direct financial costs associate with the SOPPA requirements.

STAFF RECOMMENDATION:

The Administration respectfully request that the Board of Education approve the Data Privacy Agreement as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

STUDENT ONLINE PERSONAL PROTECTION ACT

Educational Technology Vendors Under the Student Online Personal Protection Act

School districts throughout the State of Illinois contract with different educational technology vendors for beneficial K-12 purposes such as providing personalized learning and innovative educational technologies, and increasing efficiency in school operations.

Under Illinois' Student Online Personal Protection Act, or SOPPA (105 ILCS 85/), educational technology vendors and other entities that operate Internet websites, online services, online applications, or mobile applications that are designed, marketed, and primarily used for K-12 school purposes are referred to in SOPPA as *operators*. SOPPA is intended to ensure that student data collected by operators is protected, and it requires those vendors, as well as school districts and the Ill. State Board of Education, to take a number of actions to protect online student data.

Depending upon the particular educational technology being used, our District may need to collect different types of student data, which is then shared with educational technology vendors through their online sites, services, and/or applications. Under SOPPA, educational technology vendors are prohibited from selling or renting a student's information or from engaging in targeted advertising using a student's information. Such vendors may only disclose student data for K-12 school purposes and other limited purposes permitted under the law.

In general terms, the types of student data that may be collected and shared include personally identifiable information (PII) about students or information that can be linked to PII about students, such as:

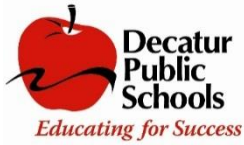
- Basic identifying information, including student or parent/guardian name and student or parent/guardian contact information, username/password, student ID number
- Demographic information
- Enrollment information
- Assessment data, grades, and transcripts
- Attendance and class schedule
- Academic/extracurricular activities
- Special indicators (e.g., disability information, English language learner, free/reduced meals or homeless/foster care status)
- Conduct/behavioral data
- Health information
- Food purchases
- Transportation information
- In-application performance data
- Student-generated work
- Online communications
- Application metadata and application use statistics
- Permanent and temporary school student record information

Operators may collect and use student data only for K-12 purposes, which are purposes that aid in the administration of school activities, such as:

- Instruction in the classroom or at home (including remote learning)
- Administrative activities
- Collaboration between students, school personnel, and/or parents/guardians
- Other activities that are for the use and benefit of the school district

Request a Review

Under Illinois' Student Online Personal Protection Act, or SOPPA (105 ILCS 85/), parents of an enrolled student have the right to inspect and review the student's covered information held by the school, the State Board or an operator. To request this review, parents can email their request to SOPPA@dps61.org or send a written request to the Director of Information Technology.



Board of Education Decatur Public School District #61

Date: March 23, 2021	Subject: Approve Bid for the Back Up Generator for the Informational Technology Department
Initiated By: Steve Kline, Director of Buildings and Grounds	Attachment: Bid Analysis Spreadsheet
Reviewed By: Dr. Todd Covault, Treasurer and Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The Information Technology Department houses the primary servers for the District as well as the Internet Filter that connects the District's Wide-Area-Network to the outside world. Although the department has Uninterrupted Power Supplies (UPS), the UPS systems only provide power for 15 minutes before the systems shutdown. A back-up generator would resolve this vulnerability. *Having reliable technology equipment supports the efforts of Teaching and Learning.*

CURRENT CONSIDERATIONS:

The Buildings and Grounds department along with electrical engineer, AEX, designed the specifications to obtain competitive bids for the backup generator equipment. The District received one bid, from Cummins Sales and Service, in the amount of \$27,807. The Maintenance Department's workforce would install the equipment.

Financial Considerations:

The project would be funded through CARES Act funds, otherwise known as Elementary and Secondary School Emergency Relief Fund in the full amount of \$27,807.

Staff Recommendation:

The Administration respectfully requests that the Board of Education award the sole bid for the electrical backup generator for the Information Technology Department to Cummins Sales and Service in the amount of \$27,807 as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

Authorized person opening: Joanie Watson - Coordinator of Purchasing

VENDOR NAME:

1) Cummins Sales & Service

The following vendors did not respond:

Anderson Electric
Bodine Electric
Egizii Electric

1) C80N6, 80kW, 60Hz, Standby, Natural Gas/Propane Genset \$22,717.55

2) Battery-Wet, 12V, Group 34, 850CCA \$109.04

3) Kim Hotstart - Battery Heater - Wye Power Cord \$54.41

4) Kim Hotstart - Battery Heater - BW06138065-000-42 \$363.53

5) Emergency Stop Switch Kit-Remote \$130.52

6) Annunciator-Panel Mounted with Enclosure (RS485) \$317.65

2) OTECB, OTEC Transfer Switch- Electronic Control: 150A/SS5A/260A \$2,044.33

3) Service - start up & testing with 4-hour load bank \$2,069.97

SUBTOTAL: \$27,807.00

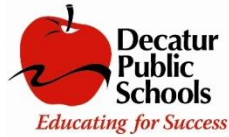
SHIPPING: No Charge

TOTAL: **\$27,807.00**

DELIVERY DATE: 14 weeks

TERMS: n/a

Please see "Notes and Exceptions" on bid copy.



Board of Education Decatur Public School District #61

Date: March 23, 2021	Subject: Award Bids for Demolition of Johns Hill, Oak Grove, and the Quonset Hut
Initiated By: Todd Covault, EdD, Chief Operational Officer	Attachments: <ul style="list-style-type: none">• Bid Letter and Tabulation• Minority Business Enterprise (MBE) Goal Achievement
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

As part of the Building Better Opportunities for Learning in Decatur (BOLD) Facilities Plan, the District intends to demolish the Oak Grove and old Johns Hill buildings, as well as the Quonset Hut located at Piggott Field.

The demolition of old Johns Hill was previously bid in April 2020 as an alternate bid that was not awarded. The bids seemed high and the District chose not to award these bids but to revise the scope and rebid the project. The previous bids for the demolition of Johns Hill demolition are as follows:

- Brandenburg: \$743,000
- Entler Excavating: \$1,389,000

Providing students with updated improved buildings supports the efforts of Teaching and Learning.

CURRENT CONSIDERATIONS:

The District revised the scope of this project, removing the demolition from under the umbrella of Construction Management. The District received six (6) competitive bids with the low bid from Dore and Associates, Inc. Dore and Associates, Inc. met the Minority Business Enterprise goal as noted in the attached report from Coleman and Associates, Inc.

There is a mid-summer auction planned in the Oak Grove building. Items not sold in this auction will be kept in the building for the demolition and hauled off at an additional expense of \$250 per ton.

FINANCIAL CONSIDERATIONS:

The low base bid is for a total of \$1,179,200 with the following breakdown:

- Johns Hill Abatement: \$175,300
- Johns Hill Demolition: \$439,400
- Oak Grove Abatement: \$244,400
- Oak Grove Demolition: \$292,400

- Quonset Hut Demolition: \$27,700

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the low bid from Dore and Associates, Inc. in the amount of \$1,179,200 for the asbestos removal and demolition of the old Johns Hill, Oak Grove and the Quonset Hut structures as presented.

RECOMMENDED ACTION:

☒ Approval
☐ Information
☐ Discussion

BOARD ACTION: _____



March 14, 2021

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

Re: Johns Hill & Oak Grove Schools Demolition
BLDD Project #186EX16.409
BID TABULATION

Enclosed is a Bid Tabulation Form showing the results of the bids opened on 3/9/2021 for the above-referenced project. We have reviewed the bid of Dore & Associates, Inc. and it appears to be in order.

Please advise if the Owner intends to accept the Base Bid as submitted by Dore & Associates, Inc. in the amount of \$1,179,200.

We also recommend maintaining a construction contingency of \$59,000, 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.

A handwritten signature in black ink, appearing to read "Bruce L. Maxey", is written over a faint, light-colored rectangular stamp.

Bruce L. Maxey, AIA, LEED AP®
Principal

Enclosures: Bid Tab
Dore & Associates, Inc. Bid Form

H:\C\186EX16.409 DPS Johns Hill & Oak Grove Demo\Correspondence\Owner\JH & OG Demo-Bid Tab Ltr.docx



(844) 784-4440

BLDD.COM

Bid Tabulation Form

DATE: 3/9/2021

TIME: 2:00 p.m.

PROJECT NAME: Johns Hill & Oak Grove Schools Demolition

CLIENT: Decatur Public Schools

LOCATION: via Zoom

BLDD PROJECT: 186EX16.409

Contractor	Bid Bond	Addendum 1 & 2 Received		Base Bid	Unit Price #1 Cost per ton to load, haul and dump furnishings and moveable equipment from the Oak Grove Elementary Gym	Comments
Dore & Associates, Inc.	5%	Yes		\$1,179,200.00	\$250.00	
S.Shafer Excavating Inc.	5%	Yes		\$1,218,000.00	\$87.00	
Alpine Demolition Services, LLC	5%	Yes		\$1,512,750.00	\$225.00	
Dig It of Champaign Inc.	5%	Yes		\$1,500,000.00	\$0.00	Unit Price not listed
JL Sullivan Servivces, Inc. (Banks Excavating)	5%	Yes		\$1,262,379.30	\$50.00	
Veit & Company, Inc.	5%	Yes		\$1,851,620.00	\$400.00	



March 11, 2021

Dr. Todd Covault
Chief Financial Officer
Decatur Public School District #61
101 W. Cerro Gordo Street
Decatur, IL 62523

RE: Minority Business Enterprise (MBE) Goal Achievement—John Hills and Oak Grove
Demolition Project Bid Opening March 9

Dear Dr. Covault,

During the March 9 bid opening and subsequent MBE bid scrub, the apparent low bidder Dore and Associates, utilizing the MBE bid utilization plan met the 15% MBE goal utilizing A Plus Services Group, LLC based in Champaign, IL. The MBE certification documentation is current and valid. The Letter of Intent to subcontract was signed by both parties.

Given the achievement of the MBE goal and associated requirements, there does not appear to be a need to conduct good faith efforts for this bidder. My recommendation is to move forward.

However, this afternoon during a follow-up call with another MBE trucking and demolition services firm, I have learned Dore & Associates is looking to reduce and/or replace part of their proposed MBE utilization with another MBE vendor. The rationale shared with me is that there is insufficient capacity (trucks) from the original MBE vendor to handle the proposed demolition volume. Given this **unconfirmed** information, my guidance is as follows:

- 1.) The prime bidder should request in writing the need to reduce the submitted bids' proposed MBE utilization and request replacement or addition of MBE utilization with another certified MBE vendor. The achievement of the MBE goal must be maintained.

- 2.) A signed Letter of Intent to Subcontract including a current and valid MBE certification for a new or additional MBE vendor should be provided to DPSD #61.
- 3.) The prime bidder should update and/or submit a new MBE utilization plan and Letter of Intent to Subcontract that reflects a reduction or replacement of the original MBE vendor.

As I indicated the information I received is unconfirmed and ultimately may not be necessary. However if it is, you have my guidance.

If you have any questions please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Fred Coleman III", with a long horizontal flourish extending to the right.

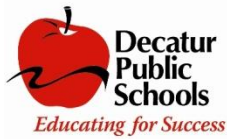
Fred Coleman III, Ph.D.

Coleman and Associates, Inc.

MBE Consultant to DPSD #61

C: Dr. Paul Fregeau, Superintendent

Bruce Maxey, Principal, BLDD Architects



Board of Education Decatur Public School District #61

Date: March 23, 2021	Subject: Award Bid for American Dreamer STEM Academy Sound System
Initiated By: Jeff Dase, Assistant Superintendent and Todd Covault, Treasurer	Attachment: Bid Results Spreadsheet
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

In order to enhance the student learning experience, individual sound systems were purchased for interested buildings and teachers. *This was considered a temporary solution as the District tested enhanced systems that are better suited for the Teaching and Learning environment.*

CURRENT CONSIDERATIONS:

The Teaching and Learning Department chose American Dreamer as the building for this pilot program. Assuming a successful pilot, the bids will be expanded for other buildings interested in this enhancement. The District received two (2) bids for the Digital Sound System with the low bid from Bradfield's Computer Supply.

FINANCIAL CONSIDERATIONS:

Bradfield's Computer Supply submitted the low bid in the amount of \$34,055.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the low bid from Bradfield's Computer Supply for the classroom Sound Systems at American Dreamer in the amount of \$34,055.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

Digital Sound System for American Dreamer Bid Results Analysis Spreadsheet

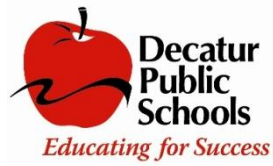
Bid# 2021-11

Date: 3/8/21

Copies to: Jeff Dase, Todd Covault, Mary Ann Schloz, Jennifer Sommer, Joanie Watson

Authorized person opening bid: Joanie Watson - Coordinator of Purchasing

<u>VENDOR NAME:</u>	<u>1) Bradfield's Computer Supply</u>	<u>2) Tierney</u>	<u>Vendors who did not respond:</u>
<u>1) 21 ea. Juno w/Bluetooth System</u>	<u>\$1,227.00/ea. x 21 ea. = \$25,767.00</u>	<u>\$1,239.00/ea. x 21 ea. = \$26,019.00</u>	<u>CDW Government Inc</u> <u>Centrum Sound Systems</u>
<u>2) 21 ea. Microphone Kit for Smart Receiver</u>	<u>\$263.00/ea. x 21 ea. = \$5,523.00</u>	<u>\$259.00/ea. x 21 ea. = \$5,439.00</u>	
<u>3) 2 ea. ToGo System</u>	<u>\$965.00/ea. x 2 ea. = \$1,930.00</u>	<u>\$995.00/ea. x 2 ea. = \$1,990.00</u>	
<u>SUBTOTAL:</u>	<u>\$33,320.00</u>	<u>\$33,448.00</u>	
<u>SHIPPING:</u>	<u>\$835.00</u>	<u>\$1,005.00</u>	
<u>TOTAL:</u>	<u>\$34,055.00</u>	<u>\$34,453.00</u>	
<u>DELIVERY DATE:</u>	<u>Mid-June 2021</u>	<u>June 1, 2021</u>	
<u>TERMS:</u>	<u>Net 30 Days</u>	<u>Net 30 Days</u>	
<u>NOTES:</u>	<u>Accepts PO's</u>	<u>Accepts PO's</u>	



Board of Education Decatur Public School District #61

Date: March 23, 2021	Subject: 2020 Property Tax Abatements for Series 2020A
Initiated By: Mary Ann Schloz, Assistant Director of Finance	Attachments: <ul style="list-style-type: none">• Abatement Resolutions (1)• County Filing Documents (1)
Reviewed By: Dr. Todd Covault, Treasurer and Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The District made a commitment to the taxpayers during the Building better Opportunities for Learning in Decatur (BOLD) facilities planning to not increase the associated property taxes for the projects greater than 2 cents each year and maximizing this increase at year ten. In order to ensure that property taxes are not increased, the District planned to pay a portion of the debt service repayment using operational savings from the projects to support the debt service fund. *The intended use of funds for the BOLD facilities plan supports the efforts of Teaching and Learning.*

CURRENT CONSIDERATIONS:

The District's budget in FY 2021-22 will include a revenue from Evidenced Based Funding to be directed to the Debt Service Fund to support the associated payment in the amount of \$200,000. In order to ensure that property taxes are decreased by this amount, the attached resolution, abating the \$200,000 must be approved by the Board and filed with Macon County.

FINANCIAL CONSIDERATIONS:

During the 2021-22 Fiscal Year, \$200,000 will be deposited from Evidenced Based Funding to the Debt Service Fund to support the required Debt Service Payment for the debt service payment on the 2020A bond issue.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board adopt the resolution to abate property taxes for the Series 2020A Issuance in the amount of \$200,000 and direct administration to file the abatement with Macon County.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

RESOLUTION abating a portion of the tax heretofore levied for the year 2020 to pay debt service on the General Obligation School Bonds, Series 2020A, of Decatur School District Number 61, Macon County, Illinois.

* * *

WHEREAS, the Board of Education (the “*Board*”) of Decatur School District Number 61, Macon County, Illinois (the “*District*”), by resolution adopted on the 24th day of March, 2020 (as supplemented by a notification of sale, the “*Bond Resolution*”), did provide for the issue of General Obligation School Bonds, Series 2020A (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; and

WHEREAS, on the 15th day of May, 2020, a duly certified copy of the Bond Resolution was filed in the office of the County Clerk of Macon County, Illinois (the “*County Clerk*”); and

WHEREAS, the Bond Resolution established a School Bond and Interest Fund of 2020 of the District (the “*Bond Fund*”) from which principal and interest on the Bonds and the Taxable General Obligation Refunding School Bonds, Series 2020B, of the District is paid; and

WHEREAS, the Board does hereby determine that funds are available in the Bond Fund in the amount of \$200,000.00 to pay a portion of the debt service on the Bonds (the “*Available Funds*”); and

WHEREAS, the Board does hereby further determine that it is necessary and in the best interest of the District that the District abate a portion of the tax heretofore levied for the year 2020 to pay the principal of and interest on the Bonds by the amount of the Available Funds:

NOW, THEREFORE, Be It and It is Hereby Resolved by the Board of Education of Decatur School District Number 61, Macon County, Illinois, as follows:

Section 1. Incorporation of Preambles. 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. Abatement of Tax. The tax heretofore levied for the year 2020 in the Bond Resolution for the Bonds shall be abated by the amount of the Available Funds, as more particularly described as follows:

YEAR	AMOUNT LEVIED IN THE BOND RESOLUTION	AMOUNT PREVIOUSLY ABATED	AMOUNT TO BE FURTHER ABATED	TOTAL AMOUNT TO BE EXTENDED
2020	\$5,000,000.00	\$3,584,600.00	\$200,000.00	\$1,215,400.00

Section 3. Filing of Resolution. Forthwith upon the adoption of this Resolution, the Secretary of the Board shall file a certified copy hereof with the County Clerk, and it shall be the duty of the County Clerk to abate said tax levied for the year 2020 in accordance with the provisions hereof.

Section 4. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

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

Adopted March 23, 2021.

President, Board of Education

Secretary, Board of Education

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

CERTIFICATION OF RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education (the "*Board*") of Decatur School District Number 61, Macon County, Illinois (the "*District*"), and as such official I am the keeper of the records and files of the District and the Board.

I do further certify that the foregoing constitutes a true, correct and complete copy of a resolution entitled:

RESOLUTION abating a portion of the tax heretofore levied for the year 2020 to pay debt service on the General Obligation School Bonds, Series 2020A, of Decatur School District Number 61, Macon County, Illinois.

duly adopted by the Board on the 23rd day of March, 2021.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 96 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the School Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the passage of said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 23rd day of March, 2021.

Secretary, Board of Education

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Macon, Illinois, and as such official I do further certify that on the ____ day of _____, 2021, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION abating a portion of the tax heretofore levied for the year 2020 to pay debt service on the General Obligation School Bonds, Series 2020A, of Decatur School District Number 61, Macon County, Illinois.

duly adopted by the Board of Education of Decatur School District Number 61, Macon County, Illinois, on the 23rd day of March, 2021, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2021.

County Clerk

(SEAL)

**DECATUR DISTRICT 61 BOARD OF EDUCATION
REGULAR MEETING MINUTES**

DATE/TIME: March 09, 2021

4:00 PM

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

PRESENT: Beth Nolan, President
Beth Creighton
Dan Oakes

Kendall Briscoe
Regan Lewis
Andrew Taylor

ABSENT: Courtney Carson, Vice President

STAFF: Superintendent Dr. Paul Fregeau, Board Secretary Melissa Bradford, Attorney Brian Braun and others

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

TOPIC	DISCUSSION	ACTION
Call for Closed Executive Session	President Nolan called the meeting to order and moved into Closed Executive Session to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body, and discussion of collective negotiating matters between the Board and representatives of its employees, seconded by Mrs. Briscoe.	Board moved to Closed Executive Session at 4:00 PM.
	Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Lewis, Nolan, Oakes, Briscoe, Taylor, Creighton Nay: None Absent: Carson Roll Call Vote: 6 Aye, 0 Nay, 1 Absent	
	For the record, Mrs. Creighton left Closed Executive Session at 5:34 PM.	
Return to Open Session	President Nolan motioned to return to Open Session, seconded by Mr. Oakes. All were in favor.	Returned to Open Session at 6:26 PM.
Open Session Continued	President Nolan 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, and discussion of collective negotiating matters between the Board and representatives of its employees. No action was taken during Closed Executive Session.	Information only.
Pledge of Allegiance	President Nolan led the Pledge of Allegiance. President Nolan 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."	Information only.

TOPIC	DISCUSSION	ACTION
	For the record, the Board of Education, some District Leadership Team Members, the Student Ambassadors, the District Attorney and others participated via Zoom. Please note: The Board of Education is planning to return to “in-person” Board meetings starting March 23, 2021 in the 1 st floor Board Room at the Keil Administration Building.	
Approval of Agenda, March 09, 2021	Superintendent Fregeau recommended the Board approve the March 09, 2021 Open Session Board Meeting agenda as presented. Mrs. Briscoe moved to approve the recommendation, seconded by Mr. Oakes. All were in favor.	Agenda was approved as presented.
Student Recognitions & Highlights	Maria Robertson, Director of Community Engagement, noted that in January 2021, the City of Decatur celebrated Black History Month by hosting an essay and poem contest for Decatur students. The theme for the contest was “Decatur – Walking and Talking together into our Future.” The City of Decatur received thirty (30) student essays and thirty-five (35) student poems representing the following schools: Muffley, Parsons and Stevenson Elementary Schools, American Dreamer STEM Academy, Montessori Academy for Peace, Johns Hill Magnet School, and Eisenhower and MacArthur High Schools. Essays were grouped by grades and the winners were as follows: <ul style="list-style-type: none"> • Grades 3 & 4: Tenley Fleming, Montessori Academy for Peace • Grades 5 & 6: MaKenna Conaway, Montessori Academy Peace • Grades 7 & 8: Audrey Miller, Johns Hill Magnet School • High School: Brennan Ramsey, Eisenhower High School Poems were grouped by grades and the winners were as follows: <ul style="list-style-type: none"> • Grades 3 & 4: Dwaine Goforth, Montessori Academy for Peace • Grades 5 & 6: Lillian Binkley, Parsons Elementary School • Grades 7 & 8: Pierce Cannon, Johns Hill Magnet School • High School: Summer Sadowski, Eisenhower High School The District thanked all sixty-five (65) students that participated in the City’s Black History Month Contest for continuing to make us DPS proud!	Information only.
Public Participation	President Nolan noted that during Public Participation, the Board of Education asked for the following: <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.

TOPIC	DISCUSSION	ACTION
	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. 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.	
	None at this time.	
Board and/or Other Committee Reports	Mrs. Briscoe noted that she spoke with Chief Getz regarding the Resolution on Racism. There will be upcoming zoom meetings to discuss the deliverables.	Information only.
	Mrs. Lewis noted that there would be more policies submitted during the March 23, 2021 Board of Education meeting.	
Student Ambassadors	Daniel Flores, MHS Student Ambassador, thanked the teachers for their extra efforts during the pandemic. The students appreciated their hard work.	Information only.
Board Discussion Resolution on Racism	President Nolan noted that they were moving forward with the training piece for the Resolution on Racism. Mrs. Creighton had worked with Dr. Judith Campbell and the training will take place on March 30 th at Eisenhower High School for the four exiting Board Members, the District Leadership Team/Executive Cabinet and the Teaching & Learning staff. In April 2021, part two would include the other three Board Members along with the four newly elected members and the principals.	Information only.
	President Nolan noted that there would be two policies for first read regarding graduation requirements and audit of artifacts within the buildings. These are part of Section 03 – the Curriculum Team. She thanked everyone for their hard work.	
	President Nolan noted that during the March 23 rd Board of Education meeting, the Board would report out on the Resolution on Racism. Denise Swarthout would be in contact.	
Student Ambassadors Process	Maria Robertson, Director of Community Engagement, noted that Eisenhower High School Student Ambassadors Jalyn Pearce and Caleb McKinley are graduating and MacArthur High School Student Ambassadors Shakaria Selvy and Daniel Flores would return for the upcoming school year. The application process has begun to replace the two ambassadors from EHS through April 2 nd . Interviews would take place on April 8 th and if needed, a tentative interview with two Board Members would be the week of April 13 th or April 20 th . Recognition of current ambassadors would take place late April or early May. Mrs. Robertson was asked to circle back with the newly elected Board Members too.	Information only.

TOPIC	DISCUSSION	ACTION
Supt's Reports Prep Academy Program	<p>Ashley Grayned, Executive Director of Innovative Programs and Strategic Planning, presented information on the Prep Academy program (attached). Dr. Denise Crews, Representative from Richland Community College (RCC), thanked the District for their commitment and dedication. This was a great collaboration and an exciting opportunity for our students to earn a high school diploma and an associate's degree from RCC at no cost to the students.</p> <p>Upcoming parental information meetings are as follows:</p> <ul style="list-style-type: none"> • Tuesday, March 23, 2021 at 11:00 AM • Wednesday, March 24, 2021 at 6:00 PM • Thursday, March 25, 2021 at 11:00AM and 5:00 PM • To register, visit www.dps61.org/prepacademy <p>Please note: Parents <i>must</i> register and attend one of the informational sessions.</p>	Information only.
Facilities Update	<p>Brian Beneke, Representative from O'Shea Builders, and Kim Kurtenbach, Representative from BLDD, presented a Facilities Update (attached).</p> <p>Johns Hill Magnet School students Isabella Springer and Kaylee Sommer toured Johns Hill and presented a video on the progress of the construction site.</p> <p>President Nolan asked for a presentation noting what was operating versus adjustments in mid-April.</p>	Information only.
1st Read: Administrator- Administrative Support Handbook	<p>Dr. Todd Covault, Chief Operational Officer, presented a First Reading on the Administrator/Administrative Support Handbook.</p> <p>The handbook will be updated based upon input from Board discussion and recommended for approval during the March 23rd Board of Education meeting.</p>	Information only.
1st Read School Board Policies	<p>Dr. Todd Covault, Chief Operational Officer, presented a First Reading on the following School Board Policies from Section 06:</p> <ul style="list-style-type: none"> • 6:10 Instruction-Education Philosophy and Objectives • 6:220 Bring Your Own Technology • 6:300 Graduation Requirements <p>The policies will be updated based upon input from Board discussion and recommended for approval during the March 23rd Board of Education meeting.</p>	Information only.
Personnel Action Items	<p>Superintendent Fregeau recommended the Board approve the Personnel Action Items listed in the Memo from Deanne Hillman, Director of Human Resources as presented.</p> <p>Mr. Oakes moved to approve the recommendation, seconded by Mr. Taylor. Hearing no questions, President Nolan called for a Roll Call Vote:</p>	Motion carried. Personnel Action Items were approved as presented.

TOPIC	DISCUSSION	ACTION
	<p>Aye: Briscoe, Taylor, Lewis, Nolan, Oakes</p> <p>Nay: None</p> <p>Absent: Carson and Creighton</p> <p>Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	
Employment of an Assist. Director of P-12 T&L	<p>Superintendent Fregeau recommended the Board approve the Employment of Marques Stewart as the Assistant Director of P-12 Teaching and Learning as presented.</p> <p>Mr. Oakes moved to approve the recommendation, seconded by Mrs. Lewis. Hearing no questions, President Nolan called for a Roll Call Vote:</p> <p>Aye: Taylor, Oakes, Briscoe, Lewis, Nolan</p> <p>Nay: None</p> <p>Absent: Carson and Creighton</p> <p>Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried.</p> <p>Assist. Director of P-12 T&L Marques Stewart was approved as presented.</p>
Interim Contract for Assist. Director of P-12 T&L	<p>Superintendent Fregeau recommended the Board approve the Interim Contract for the Assistant Director of P-12 Teaching and Learning, Marques Stewart, as presented.</p> <p>Mrs. Briscoe moved to approve the recommendation, seconded by Mr. Taylor. Hearing no questions, President Nolan called for a Roll Call Vote:</p> <p>Aye: Nolan, Taylor, Briscoe, Lewis, Oakes</p> <p>Nay: None</p> <p>Absent: Carson and Creighton</p> <p>Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried.</p> <p>Interim Contract for Marques Stewart was approved as presented.</p>
Employment of a District Technology Instructional Coordinator	<p>Superintendent Fregeau recommended the Board approve the Employment of Michael Coziahr as the District Technology Instructional Coordinator as presented.</p> <p>Mrs. Lewis moved to approve the recommendation, seconded by Mrs. Briscoe. Hearing no questions, President Nolan called for a Roll Call Vote:</p> <p>Aye: Lewis, Oakes, Briscoe, Nolan, Taylor</p> <p>Nay: None</p> <p>Absent: Carson and Creighton</p> <p>Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried.</p> <p>Dist. Tech. Instructional Coordinator Michael Coziahr was approved as presented.</p>
Employment of a Labor Relations Analyst	<p>Superintendent Fregeau recommended the Board approve the Employment of Jodi Frazelle-Girard as the Labor Relations Analyst as presented.</p> <p>Mrs. Briscoe moved to approve the recommendation, seconded by Mr. Oakes. Hearing no questions, President Nolan called for a Roll Call Vote:</p> <p>Aye: Oakes, Lewis, Briscoe, Taylor, Nolan</p> <p>Nay: None</p> <p>Absent: Carson and Creighton</p> <p>Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried.</p> <p>Labor Relations Analyst Jodi Frazelle-Girard was approved as presented.</p>

TOPIC	DISCUSSION	ACTION
Short-term Contract for Labor Relations Analyst	<p>Superintendent Fregeau recommended the Board approve the Short-Term Contract for the Labor Relations Analyst, Jodi Frazelle-Girard, as presented.</p> <p>Mr. Oakes moved to approve the recommendation, seconded by Mrs. Briscoe. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Taylor, Briscoe, Oakes, Lewis, Nolan Nay: None Absent: Carson and Creighton Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried. Short-term Contract for Jodi Frazelle-Girard was approved as presented.</p>
MOU Between DPS 61 and DEA regarding Dual Credit	<p>Superintendent Fregeau recommended the Board approve the Memorandum of Understanding (MOU) between Decatur Public School District 61 and the Decatur Education Association regarding Dual Credit as presented.</p> <p>Mrs. Briscoe moved to approve the recommendation, seconded by Mr. Taylor. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Taylor, Oakes, Nolan, Lewis, Briscoe Nay: None Absent: Carson and Creighton Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried. MOU Between DPS 61 and DEA regarding Dual Credit was approved as presented.</p>
MOU Between DPS 61 and DEA regarding Tiebreaker for Seniority	<p>Superintendent Fregeau recommended the Board approve the Memorandum of Understanding (MOU) between Decatur Public School District 61 and the Decatur Education Association regarding Tiebreaker for Seniority as presented.</p> <p>Mr. Oakes moved to approve the recommendation, seconded by Mrs. Briscoe. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Taylor, Briscoe, Lewis, Oakes, Nolan Nay: None Absent: Carson and Creighton Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried. MOU Between DPS 61 and DEA regarding Tiebreaker for Seniority was approved as presented.</p>
MOU Between DPS 61 and RCC regarding the Prep Academy Associates Program	<p>Superintendent Fregeau recommended the Board approve the Memorandum of Understanding (MOU) between Decatur Public School District 61 and Richland Community College for the Prep Academy Associates Program as presented.</p> <p>Mrs. Briscoe moved to approve the recommendation, seconded by Mr. Taylor. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Oakes, Nolan, Lewis, Briscoe, Taylor Nay: None Absent: Carson and Creighton Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried. MOU Between DPS 61 and RCC for the Prep Academy Associates Program was approved as presented.</p>

TOPIC	DISCUSSION	ACTION
One-year Extension with AllTown Bus Company	<p>Superintendent Fregeau recommended the Board approve the One-Year Transportation Extension with AllTown Bus Company for 2021-2022 as presented.</p> <p>Mrs. Briscoe moved to approve the recommendation, seconded by Mr. Taylor. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Briscoe, Taylor, Lewis, Oakes, Nolan Nay: None Absent: Carson and Creighton Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried. One-year Extension with AllTown was approved as presented.</p>
Bid for New Dump Truck for Maintenance	<p>Superintendent Fregeau recommended the Board approve the Bid for the New Dump Truck for Maintenance as presented.</p> <p>Mrs. Briscoe moved to approve the recommendation, seconded by Mr. Oakes. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Lewis, Oakes, Taylor, Briscoe, Nolan Nay: None Absent: Carson and Creighton Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried. Bid for New Dump Truck for Maintenance was approved as presented.</p>
Reject Bids for Gym Floor Repairs-Refinishing	<p>Superintendent Fregeau recommended the Board Reject Bids for Gymnasium Floor Repairs/Refinishing as presented.</p> <p>Mrs. Briscoe moved to approve the recommendation, seconded by Mr. Taylor. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Nolan, Taylor, Briscoe, Oakes, Lewis Nay: None Absent: Carson and Creighton Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried. Rejected Bids for Gym Floor Repairs-Refinishing were approved as presented.</p>
Bid for Muffley Secure Entry Project	<p>Superintendent Fregeau recommended the Board approve the Bid for Muffley Secure Entry Project as presented.</p> <p>Mrs. Briscoe moved to approve the recommendation, seconded by Mr. Oakes. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Briscoe, Taylor, Oakes, Lewis, Nolan Nay: None Absent: Carson and Creighton Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried. Bid for Muffley Secure Entry Project was approved as presented.</p>
Crossing Healthcare Business Associates Agreement and MOU for	<p>Superintendent Fregeau recommended the Board approve the Crossing Healthcare Business Associates Agreement and Memorandum of Understanding (MOU) for Health Services between Decatur Public School District 61 and Crossings Healthcare as presented.</p>	<p>Motion carried. Crossing Healthcare Business Associates Agreement and</p>

TOPIC	DISCUSSION	ACTION
Health Services	Mrs. Briscoe moved to approve the recommendation, seconded by Mr. Oakes. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Taylor, Briscoe, Lewis, Oakes, Nolan Nay: None Absent: Carson and Creighton Roll Call Vote: 5 Aye, 0 Nay, 2 Absent	MOU for Health Services were approved as presented.
Resolutions for Decatur Public School District 61	President Nolan noted that Superintendent Fregeau would bring Resolution Recommendations to the Board of Education from Decatur Public School District 61. There were no questions from the Board Members. Superintendent Fregeau noted that the following DPS Resolutions (1-13) were pertaining to the Reduction in Force regarding Discontinuation of Certain Extra-duty/Stipend Assignments and Duties, Dismissals and Honorable Dismissals. <u>Decatur Public School District 61</u>	Information only.
Resolution #1	Superintendent Fregeau recommended that the Board adopt the “Two (2) Resolutions regarding the Decision to Discontinue Certain Extra-Duty/Stipend Assignments and Duties of four (4) Professional Educator Licensed (PEL) Employees: Leslie Woolsey, Peter Z. Brown, Elizabeth Case and Emily K. Villarreal as presented.” Mrs. Briscoe moved to approve the recommendation, seconded by Mr. Oakes. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Taylor, Oakes, Nolan, Lewis, Briscoe Nay: None Absent: Carson and Creighton Roll Call Vote: 5 Aye, 0 Nay, 2 Absent	Motion carried. Resolution #1 Two Resolutions were adopted as presented.
Resolution #2	Superintendent Fregeau recommended that the Board adopt the “One (1) Resolution regarding the Decision to Discontinue Certain Extra Duty/Stipend Assignments and Duties of one (1) Educational Support Employee: Antwane F. McClelland as presented.” Mrs. Briscoe moved to approve the recommendation, seconded by Mr. Taylor. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Oakes, Nolan, Lewis, Briscoe, Taylor Nay: None Absent: Carson and Creighton Roll Call Vote: 5 Aye, 0 Nay, 2 Absent	Motion carried. Resolution #2 One Resolution was adopted as presented.
Resolution #3	Superintendent Fregeau recommended that the Board adopt the “Two (2) Resolutions regarding the Decision to Discontinue Certain Extra-Duty/Stipend Assignments and Duties of three (3) Professional Educator Licensed (PEL) Employees: Brianne Barrett, Taylor A. Hathcoat and Madison L. Stark as presented.”	Motion carried. Resolution #3 Two Resolutions

TOPIC	DISCUSSION	ACTION
	<p>Mrs. Briscoe moved to approve the recommendation, seconded by Mr. Oakes. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Taylor, Briscoe, Lewis, Oakes, Nolan Nay: None Absent: Carson and Creighton Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	were adopted as presented.
Resolution #4	<p>Superintendent Fregeau recommended that the Board adopt the “One (1) Resolution regarding the Decision to Discontinue Certain Extra-Curricular Assignments, Duties and Stipends for one (1) person not otherwise employed by the Board: Alexis M. Ross as presented.”</p> <p>Mr. Taylor moved to approve the recommendation, seconded by Mrs. Lewis. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Briscoe, Taylor, Lewis, Oakes, Nolan Nay: None Absent: Carson and Creighton Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried. Resolution #4 One Resolution was adopted as presented.</p>
Resolution #5	<p>Superintendent Fregeau recommended that the Board adopt the “One (1) Resolution regarding the Decision to Discontinue Certain Extra-Duty/Stipend Assignments and Duties of one (1) Educational Support Staff Employee: Mark Thomas as presented.”</p> <p>Mrs. Briscoe moved to approve the recommendation, seconded by Mr. Oakes. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Nolan, Taylor, Briscoe, Lewis, Oakes Nay: None Absent: Carson and Creighton Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried. Resolution #5 One Resolution was adopted as presented.</p>
Resolution #6	<p>Superintendent Fregeau recommended that the Board adopt the “One (1) Resolution regarding the Decision to Discontinue Certain Extra-Duty/Stipend Assignments and Duties of one (1) Professional Educator Licensed (PEL) Employee: Melissa J. Goede as presented.”</p> <p>Mr. Oakes moved to approve the recommendation, seconded by Mrs. Briscoe. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Taylor, Briscoe, Oakes, Lewis, Nolan Nay: None Absent: Carson and Creighton Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried. Resolution #6 One Resolution was adopted as presented.</p>
Resolution #7	<p>Superintendent Fregeau recommended that the Board adopt the “One (1) Resolution regarding the Decision to Discontinue Certain Extra-Curricular Assignments and Duties and Stipends of three (3) people not otherwise employed by the Board: Ferlaxnes B. Carson, Phillis C. Jackson and Carol S. Scharfenberg as presented.”</p>	<p>Motion carried. Resolution #7 One Resolution</p>

TOPIC	DISCUSSION	ACTION
	<p>Mrs. Lewis moved to approve the recommendation, seconded by Mr. Taylor. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Oakes, Nolan, Lewis, Briscoe, Taylor Nay: None Absent: Carson and Creighton Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	was adopted as presented.
Resolution #8	<p>Superintendent Fregeau recommended that the Board adopt the “Two (2) Resolutions regarding the Decision to Discontinue Certain Extra-Duty/Stipend Assignments and Duties of three (3) Professional Educator Licensed (PEL) Employees: Emily M. Kane, Kristin E. Portis and Brianne Barrett as presented.”</p> <p>Mr. Oakes moved to approve the recommendation, seconded by Mrs. Briscoe. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Lewis, Oakes, Briscoe, Nolan, Taylor Nay: None Absent: Carson and Creighton Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried. Resolution #8 Two Resolutions were adopted as presented.</p>
Resolution #9	<p>Superintendent Fregeau recommended that the Board adopt the “One (1) Resolution regarding the Decision to Discontinue Certain Extra-Curricular Assignments and Duties and Stipends of one (1) person not otherwise employed by the Board: Jathan Portis as presented.”</p> <p>Mrs. Briscoe moved to approve the recommendation, seconded by Mr. Oakes. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Taylor, Oakes, Briscoe, Lewis, Nolan Nay: None Absent: Carson and Creighton Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried. Resolution #9 One Resolution was adopted as presented.</p>
Resolution #10	<p>Superintendent Fregeau recommended that the Board adopt the “One (1) Resolution regarding the Dismissal for one (1) person not otherwise employed by the Board: Chambrielle Evans as presented.”</p> <p>Mr. Oakes moved to approve the recommendation, seconded by Mrs. Briscoe. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Nolan, Taylor, Briscoe, Oakes, Lewis Nay: None Absent: Carson and Creighton Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried. Resolution #10 One Resolution was adopted as presented.</p>
Resolution #11	<p>Superintendent Fregeau recommended that the Board adopt the “One (1) Resolution regarding the Honorable Dismissal of three (3) Educational Support Personnel Employees: Sherry Johnson, Kelsey Rigsby and Holly Kenney as presented.”</p>	<p>Motion carried. Resolution #11 One Resolution</p>

TOPIC	DISCUSSION	ACTION
	Mr. Taylor moved to approve the recommendation, seconded by Mrs. Briscoe. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Nolan, Taylor, Briscoe, Oakes Nay: None Absent: Carson and Creighton Abstain: Lewis Roll Call Vote: 4 Aye, 0 Nay, 2 Absent, 1 Abstain	was adopted as presented.
Resolution #12	Superintendent Fregeau recommended that the Board adopt the “One (1) Resolution Regarding the Honorable Dismissal of one (1) Educational Support Personnel Employee: Lonnell Lowery as presented.” Mr. Taylor moved to approve the recommendation, seconded by Mrs. Briscoe. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Briscoe, Taylor, Lewis, Nolan, Oakes Nay: None Absent: Carson and Creighton Roll Call Vote: 5 Aye, 0 Nay, 2 Absent	Motion carried. Resolution #12 One Resolution was adopted as presented.
Resolution #13	Superintendent Fregeau recommended that the Board adopt the “Three (3) Resolutions regarding the Honorable Reduction in Responsibilities of five (5) Educational Support Staff Employees: Felicia Greene, Tana Link, Pamela Jennings, Megan Meyrick and Chantale Walker as presented.” Mr. Oakes moved to approve the recommendation, seconded by Mrs. Briscoe. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Taylor, Briscoe, Oakes, Lewis, Nolan Nay: None Absent: Carson and Creighton Roll Call Vote: 5 Aye, 0 Nay, 2 Absent	Motion carried. Resolution #13 Three Resolutions were adopted as presented.
Consent Items	Superintendent Fregeau recommended the Board approve the Consent Items as presented: A. Minutes: Special Open/Closed Session Meetings February 17, 2021 and Open/Closed Meetings February 23, 2021 B. Freedom of Information Report C. January and February Compliance Reports Document D. Bills E. Approval of 2020-2021 Athletic Trainer Services Agreement between Decatur Public School District 61 and HSHS St. Mary’s Hospital Medical Group Mrs. Briscoe moved to approve the recommendation, seconded by Mr. Taylor. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Oakes, Nolan, Lewis, Briscoe, Taylor Nay: None	Motion carried. Consent Items were approved as presented.

____TOPIC_____DISCUSSION_____ACTION_____

Absent: Carson and Creighton

Roll Call Vote: 5 Aye, 0 Nay, 2 Absent

Announcements The Board of Education sends condolences to the families of:

Information only.

Judge John L. Davis, who passed away Sunday, February 21, 2021. Judge Davis was the father of Kirsten Perkins, Teacher at South Shores Elementary School.

Robin L. Shafer, who passed away Wednesday, February 24, 2021. Mrs. Shafer was a Retired Teaching Assistant who worked with Life Skills Students.

Important Dates

March 15 – 19 Spring Break Week

Information only.

– **NO School for Students and District Offices are Open**

22 **IN-PERSON** Return to Learn for DPS Students

– Families who chose this option for their student(s) will begin in-person learning via the schedule provided to them

22 **VIRTUAL LEARNING** for DPS Students

– Families who chose this option for their student(s) will continue with virtual/remote learning

NEXT MEETING

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, March 23, 2021 at the Keil Administration Building.

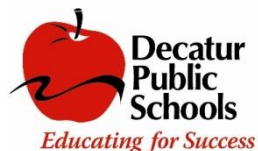
Adjournment

President Nolan asked for a motion to adjourn the Open Session. Mr. Oakes motioned, seconded by Mr. Taylor. All were in favor.

Board adjourned at 8:01 PM.

Beth Nolan, President

Melissa Bradford, Board Secretary



Board of Education Decatur Public School District 61

Date: March 23, 2021	Subject: Monthly Financial Conditions Report
Initiated By: Todd Covault, Chief Operational Officer	Attachments: Financial Conditions Report
Reviewed By: Dr. Paul Fregeau, 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. *Having adequate cash flow is important for the Teaching and Learning process.*

CURRENT CONSIDERATIONS:

As the District completes February, the eighth month of FY21, the Macon-Piatt Special Education District has expended 51.91% of its overall budget; Decatur 61 has expended 68.06% of its overall budget.

As of March 15, 2021 the State Comptroller is holding FY21 ISBE vouchers in the amount of \$520,962 of which \$477,296 is associated with the Early Childhood Block Grant.

The District's February 2021 month-end, Education Fund balance is \$30,954,068; the February 2020 month-end Education Fund balance was \$28,002,888.

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: _____

2020-2021 Decatur Public S.D. #61
Fund Balance Summary - February 28, 2021

<u>Fund</u>	<u>Fund Balance 07/01/20</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 02/28/21</u>	<u>Estimated Balance 06/30/21</u>
DISTRICT # 61							
Education	\$18,408,485	\$73,223,222	\$60,677,639	\$12,545,583	\$0	<i>\$30,954,068</i>	\$ 12,469,875
Operation & Maintenance	\$1,235,457	\$3,442,148	\$3,583,941	(\$141,793)	\$0	<i>\$1,093,664</i>	\$ 1,310,542
Debt Service	\$3,875,712	\$73,024,720	\$69,239,397	\$3,785,323	\$0	<i>\$7,661,035</i>	\$ 5,935,482
Transportation	\$2,736,640	\$3,923,865	\$1,473,200	\$2,450,666	\$0	<i>\$5,187,306</i>	\$ 1,523,180
IMRF	\$1,078,326	\$2,386,066	\$1,460,728	\$925,338	\$0	<i>\$2,003,664</i>	\$ 1,542,596
Social Security	\$1,620,939	\$1,876,203	\$1,083,220	\$792,983	\$0	<i>\$2,413,922</i>	\$ 1,409,309
Capital Projects Fund	\$1,307,761	\$18,969,493	\$8,768,368	\$10,201,126	\$0	<i>\$11,508,887</i>	\$ 1,186,127
Working Cash	\$5,216,695	\$21,348,760	\$18,890,000	\$2,458,760	\$0	<i>\$7,675,455</i>	\$ 5,563,345
Tort Immunity/Judgment	\$3,004,056	\$2,769,528	\$1,800,142	\$969,386	(\$145,401)	<i>\$3,828,041</i>	\$ 3,422,319
Fire Prevention/Safety	\$35,322,345	\$348,684	\$13,482,464	(\$13,133,780)	\$0	<i>\$22,188,565</i>	\$ 3,152,316
<i>Totals District 61</i>	<i>\$73,806,416</i>	<i>\$201,312,691</i>	<i>\$180,459,099</i>	<i>\$20,853,592</i>	<i>(\$145,401)</i>	<i>\$94,514,607</i>	<i>\$37,515,091</i>
Macon-Piatt Special Ed District	\$5,042,458	\$10,808,871	\$10,022,988	\$785,883	\$0	<i>\$5,828,341</i>	\$ 5,042,458

Macon-Piatt Special Education District
Report Date: February 2021
Financial Condition as of February 28, 2021

Percent of year passed: 67%

	Revenues	Budget	Actual Y-T-D	Percent Received/Used
12	Education	19,306,662	10,808,871	55.99%
22	Operation & Maintenance	-	-	0.00%
42	Transportation	-	-	0.00%
52	IMRF	-	-	0.00%
	Total Revenues	19,306,662	10,808,871	55.99%

	Expenditures			
12	Education	17,661,743	9,257,227	52.41%
22	Operation & Maintenance	393,670	9,886	2.51%
42	Transportation	23,750	3,565	15.01%
52	IMRF	1,227,499	752,310	61.29%
	Total Expenditures	19,306,662	10,022,988	51.91%

	Net Cash			
	Total Revenues	19,306,662	10,808,871	55.99%
	Total Expenditures	19,306,662	10,022,988	51.91%
	Net Cash	-	785,883	

	Fund Balances	Actual
12	Education	5,828,341

Decatur Public School District #61
Report Date: February 2021
Financial Condition as of February 28, 2021

Percent of year passed: 67%

				FY 20 Percent
	Revenues	Budget	Actual Year to Date	Received/Used As Of 2/28/20
10	Education	96,728,150	73,223,222	75.70%
20	Operation & Maintenance	6,655,600	3,442,148	51.72%
30	Debt Service	73,136,161	73,024,720	99.85%
40	Transportation	5,365,636	3,923,865	73.13%
50	IMRF	2,780,730	2,386,066	85.81%
51	Social Security	1,896,520	1,876,203	98.93%
60	Capital Projects	19,671,714	18,969,493	96.43%
70	Working Cash	19,346,650	21,348,760	110.35%
80	Tort Immunity/Judgment	2,783,560	2,769,528	99.50%
90	Fire Prevention/Safety	489,425	348,684	71.24%
	Total Revenues	228,854,146	201,312,691	87.97%

Expenditures

10	Education	102,666,760	60,677,639	59.10%
20	Operation & Maintenance	6,580,515	3,583,941	54.46%
30	Debt Service	71,076,391	69,239,397	97.42%
40	Transportation	6,579,096	1,473,200	22.39%
50	IMRF	2,316,460	1,460,728	63.06%
51	Social Security	2,108,150	1,083,220	51.38%
60	Capital Projects	19,793,348	8,768,368	44.30%
70	Working Cash	19,000,000	18,890,000	99.42%
80	Tort Immunity/Judgment	2,365,297	1,800,142	76.11%
90	Fire Prevention/Safety	32,659,454	13,482,464	41.28%
	Total Expenditures	265,145,471	180,459,099	68.06%

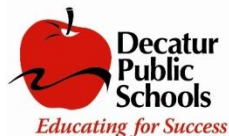
Net Cash

Total Revenues	228,854,146	201,312,691	87.97%
Total Expenditures	265,145,471	180,459,099	68.06%
Net Cash	(36,291,325)	20,853,592	

Fund Balances

	Actual
10 Education	30,954,068
20 Operation & Maintenance	1,093,664
30 Debt Service	7,661,035

40	Transportation	5,187,306
50	IMRF	2,003,664
51	Social Security	2,413,922
60	Capital Projects	11,508,887
70	Working Cash	7,675,455
80	Tort Immunity/Judgment	3,828,041
90	Fire Prevention/Safety	22,188,565
	Total Funds	<u>94,514,607</u>



Board of Education Decatur Public School District #61

Date: March 23, 2021	Subject: Treasurer's Report
Initiated By: Todd Covault, Chief Operational Officer	Attachments: Treasurer's Report
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The attached February 2021 report details the District's investments and the status of the District's cash as of February 28, 2021. Having adequate cash flow is important for the Teaching and Learning process.

CURRENT CONSIDERATIONS:

N/A

FINANCIAL CONSIDERATIONS:

N/A

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the February 2021 Treasurer's Report as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

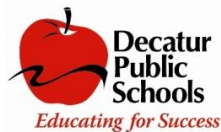
BOARD ACTION: _____

DECATUR PUBLIC SCHOOL DISTRICT #61
TREASURER'S REPORT
FEBRUARY 2021

	Cash/Investments as of 01/31/21	Receipts	Disbursements	Change/Interest	Cash/Investments as of 02/28/21
Education	31,348,359.14	20,786,067.03	19,855,094.50	124.43	32,279,456.10
Operations & Maintenance	1,609,768.34	8,431.39	525,754.74	0.76	1,092,445.75
Debt Service	6,848,479.86	812,555.52	0.00	58.05	7,661,093.43
Transportation	5,179,715.55	69,936.66	79,098.57	40.32	5,170,593.96
IMRF	2,183,306.49	6,248.55	185,891.26	8.45	2,003,672.23
Social Security	2,553,738.94	3,368.96	143,186.31	14.09	2,413,935.68
Capital Projects	(9,820,751.34)	18,932,583.09	(2,397,054.89)	164.22	11,509,050.86
Working Cash	5,558,623.40	21,006,704.64	18,890,000.00	189.04	7,675,517.08
Tort/Judgment Immunity	4,143,060.88	0.00	315,326.66	25.41	3,827,759.63
Fire Prevention & Safety	24,671,837.87	0.00	2,483,585.34	362.05	22,188,614.58
Macon-Piatt Special Education	5,048,153.41	2,164,218.27	1,384,781.24	35.98	5,827,626.42
Activities	545,186.09	613.16	7,886.72	4.17	537,916.70
	79,869,478.63	63,790,727.27	41,473,550.45	1,026.97	102,187,682.42

Dr. Todd Covault

02/28/21



Board of Education Decatur Public School District #61

Date: March 23, 2021	Subject: Approval of School Board Policies
Initiated By: Todd Covault, EdD, Chief Operational Officer	Attachments: Updated Policies <ul style="list-style-type: none">• Section 06: Instruction (3)
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The District's Policy Committee reviews Board policies to make adjustments based on current practices, needed changes to practices, and updates to reflect changes associated with new laws. *Maintaining updated Board Policies support the efforts of Teaching and Learning.*

CURRENT CONSIDERATIONS:

The policies listed below were presented to as a first reading at the March 9, 2021 Board meeting. The policies are now presented as a second reading and consideration of the Board.

There have been no changes made to the following policy since the first reading:

- Board Policy 6:220 – *Instruction – Bring Your Own Technology (BYOT) Program: Responsible Use and Conduct*

The following policies have been updated since the first reading. The changes are tracked in the associated policy:

- Board Policy 6:10 – *Instruction – Educational Philosophy and Objectives*
 - The term “diverse” students was altered to “all” students
- Board Policy 6:300 – *Instruction – Graduation Requirements*
 - A required social studies credit was updated

FINANCIAL CONSIDERATIONS:

N/A

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the attached policies from Section 06: Instruction 6:220, 6:10 and 6:300 as presented.

RECOMMENDED ACTION:

☒ Approval
☐ Information
☐ Discussion

BOARD ACTION: _____

Instruction

Educational Philosophy and Objectives

The District's educational program will seek to provide an opportunity for each student to develop to his or her maximum potential. The objectives for the educational program are to:

1. Foster students' self-discovery, self-awareness, and self-discipline.
2. Develop students' awareness of and appreciation for cultural diversity.
3. Stimulate students' intellectual curiosity and growth.
4. Provide students' with fundamental career concepts and skills.
5. Help students develop sensitivity to the needs and values of others and a respect for individual and group differences.
6. Help each student strive for excellence and instill a desire to reach the limit of his or her potential.
7. Encourage students to become lifelong learners.
8. Provide an educational climate and culture free of bias concerning the protected classifications identified in policy 7:10, *Equal Educational Opportunities*.

In order for the Board to monitor whether the educational program is attaining these objectives and to be knowledgeable of current and future resource needs, the Superintendent or designee shall prepare an annual report that includes:

1. A review and evaluation of the present curriculum.
2. A projection of curriculum and resource needs.
3. An evaluation of, and plan to eliminate, any bias in the curriculum or instructional materials and methods concerning the classifications referred to in item 8, above.
4. Any plan for new or revised instructional program implementation.
5. A review of present and future facility needs.

Monitoring Evidence of Cultural Climate

The artifacts (i.e. symbols, artwork, decorations, and messages) a school chooses to display reveal the beliefs of the school. The District makes every effort to ensure racist and offensive imagery do not exist in these artifacts and spaces are created in which ~~all-diverse~~ students feel comfortable. The District will be intentional in adding cultural artifacts to the school buildings as the addition of artifacts alone will not create change, but can facilitate much needed conversations. Meaningful conversation gives value to authentic cultural elements of underrepresented people and causes a shift in power in the space as teachers begin to learn from students.

District leadership shall conduct an annual audit of each school building by September 15th of each year. The audit will use a rubric designed by representatives from the Teaching and Learning Department, and this process will be guided by the Assistant Superintendent of Teaching and Learning, or his/her designee. The audits will be conducted by a team of individuals that include members of the larger community who are not district employees. No building will be graded by any employee who teaches/works in that building. Those schools who do not meet the minimum

threshold must implement respective changes no later than June 30 to meet the requirements of the respective rubric.

CROSS REF: 1:30 (School District Philosophy), 3:10 (Goals and Objectives), 6:15 (School Accountability), 7:10 (Equal Educational Opportunities)

ADOPTED: June 24, 1997

REVISED: February 27, 2007
December 9, 2008
August 07, 2012
January 27, 2015
March 23, 2021

Instruction

Bring Your Own Technology (BYOT) Program; Responsible Use and Conduct

The Superintendent or designee shall establish a *Bring Your Own Technology (BYOT) Program*. The program will:

1. Promote educational excellence by facilitating resource sharing, innovation, and communication to enhance (a) technology use skills; (b) web-literacy and critical thinking skills about Internet resources and materials, including making wise choices; and (c) habits for responsible digital citizenship required in the 21st century.
2. Provide sufficient wireless infrastructure within budget parameters.
3. Provide access to the Internet only through the District's electronic networks.
4. Identify approved BYOT devices and what District-owned technology devices may be available; e.g., laptops, tablet devices, E-readers, and/or smartphones.
5. Align with Board policies 4:140, *Waiver of Student Fees*; 5:125 *Personal Technology and Social Media; Usage and Conduct*; 5:170, *Copyright*; 6:120, *Education of Children with Disabilities*; 6:235, *Access to Electronic Networks*; 7:140, *Search and Seizure*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; 7:190, *Student Behavior*; and 7:340, *Student Records*.
6. Provide relevant staff members with BYOT professional development opportunities, including the provision of:
 - a. Classroom management information about issues associated with the program, e.g., technical support, responsible use, etc.;
 - b. A copy of or access to this policy and any building-specific rules for the program;
 - c. Additional training, if necessary, about 5:170, *Copyright*; and
 - d. Information concerning appropriate behavior of staff members as required by State law and policy 5:120, *Employee Ethics; Conduct; and Conflict of Interest*.
7. Provide a method to inform parents/guardians and students about this policy.
8. Include the program in the annual report to the Board as required under policy 6:10, *Education Philosophy and Objectives*.

The District reserves the right to discontinue its BYOT program at any time. The District does not provide liability protection for BYOT devices, and it is not responsible for any damages to them.

Responsible Use

The District recognizes students participating in the program as responsible young adults and holds high expectations of their conduct in connection with their participation in the program. Teachers may encourage students to bring their own devices as supplemental in-class materials when: (a) using the devices will appropriately enhance, or otherwise illustrate, the subjects being taught; (b) the Building Principal has approved their use and found that their use is age-appropriate; and (c) the student's parent/guardian has signed the *Bring Your Own Technology (BYOT) Program Participation Authorization and Responsible Use Agreement Form*. A student's right to privacy in his or her device is limited; any reasonable suspicion of activities that violate law or Board policies will be treated according to policy 7:140, *Search and Seizure*.

Responsible use in the program incorporates into this policy the individual's *Acceptable Use of Electronic Networks* agreement pursuant to policy 6:235, *Access to Electronic Networks*. Responsible use also incorporates the established usage and conduct rules in policy 5:125, *Social Media and Personal Technology; Usage and Conduct* for staff and 7:190, *Student Behavior* for students. Failure to follow these rules and the specific BYOT program student guidelines may result in: (a) the loss of access to the District's electronic network and/or student's BYOT privileges; (b) disciplinary action pursuant to 7:190 *Student Behavior*, 7:200, *Suspension Procedures*, or 7:210, *Expulsion Procedures*; and/or (c) appropriate legal action, including referrals of suspected or alleged criminal acts to appropriate law enforcement agencies.

LEGAL REF.: 15 U.S.C. §§6501-6508, Children's Online Privacy Protection Act, implemented by 16 C.F.R. Part 312, Children's Online Privacy Protection Rule.
20 U.S.C §6751 et seq., Enhancing Education Through Technology Act.
47 U.S.C. §254(h) and (l), Children's Internet Protection Act
47 C.F.R. Part 54, Subpart F, Universal Service Support for Schools and Libraries.
Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6508.
105 ILCS 5/10-20.28

CROSS REF.: 1:30 (School District Philosophy), 4:140 (Waiver of Student Fees), 5:120 (Ethics and Conduct), 5:125 (Personal Technology and Social Media; Usage and Conduct), 5:170 (Copyright), 6:10 (Educational Philosophy and Objectives), 6:40 (Curriculum Development), 6:120 (Education of Children with Disabilities), 6:210 (Instructional Materials), 6:235 (Access to Electronic Networks), 7:140 (Search and Seizure), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:190 (Student Behavior), 7:340 (Student Records)

ADOPTED: June 24, 1997

REVISED: March 24, 2015
July 10, 2018
January 8, 2019

Instruction

Graduation Requirements

To graduate from high school, unless otherwise exempted, each student is responsible for:

1. Completing all District graduation requirements that are in addition to the State requirements.
2. Completing all courses as provided in the School Code, 105 ILCS 5/27-22.
3. Completing all minimum requirements for graduation as specified in State law.
4. Passing an examination on patriotism and principles of representative government, proper use of the flag, methods of voting, and the Pledge of Allegiance.
5. Participating in State assessments that are required for graduation by State law.
6. Filing one of the following: (1) a Free Application for Federal Student Aid (FAFSA) with the U.S. Dept. of Education, (2) an application for State financial aid, or (3) an Ill. State Board of Education (ISBE) waiver form indicating that the student understands what these aid opportunities are and has chosen not to file an application. If the student is not at least 18 years of age or legally emancipated, the student's parent/guardian must file one of these documents on the student's behalf.

A student is exempt from this requirement if: (1) the student is unable to file a financial aid application or an ISBE waiver due to extenuating circumstances, (2) the Building Principal attests the District made a good faith effort to assist the student or the student's parent/guardian with filing a financial aid application or an ISBE waiver form, and (3) the student has met all other graduation requirements.

The Superintendent or designee is responsible for:

1. Maintaining a description of all course offerings that comply with the above graduation requirements.
2. Notifying students and their parents/guardians of graduation requirements.
3. Developing the criteria for #4 above.
4. Complying with State law requirements for students who transfer during their senior year because their parent(s)/guardian(s) are on active military duty. This includes making reasonable adjustments to ensure graduation if possible, or efforts to ensure that the original (transferor) school district issues the student a diploma.
5. Taking all other actions needed or necessary to implement this policy.

A minimum of 22 credit hours is required for graduation from Decatur Public High Schools until 2023. The graduation class of 2023 will need a minimum of 24 credit hours for graduation from Decatur Public High Schools. In 2024 and all graduation classes thereafter, a minimum of 25 credit hours is required for graduation from Decatur Public High Schools. One half (0.5) credit is earned upon successful completion of each semester course. Students must earn Decatur Public School District credit in order to earn a Decatur Public School District diploma.

Graduation Requirements

English	English I English II 2 credits – English elective	4 credits
Mathematics	1 credit – Algebra 1 credit - Geometry	3 credits
Science	1 credit – Life Science 1 credit – Physical Science	2 credits
Social Studies	1 credit – World History 1 credit - United States History 0.5 credit – Human-Geography 0.5 credit – Inequality & Change or African-American History 0.5 credit – Civics Illinois and United States Constitution Exam	3.5 credits <u>3 credits</u>
World Language, or Art, or Music, or Vocational Education		1 credit
Physical Education or Waiver	0.5 credit - Health	4 credits
Consumer Education	Depends on the specific course: Honors Economics – 1 semester Economics – 1 semester Consumer Ed – 1 semester Independent Living – 1 semester Vocational Cooperative Education (Levels 3 and 4) – 2 semesters Cooperative Work Education – 2 semesters	0.5 or 1 credit

Electives	Depending on Consumer Education course (as listed above)	5 or 5.5 credits
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NOTE* Students may be waived from physical education class by approval of the principal (See Physical Education Waiver Policy)

Early Graduation

The Superintendent or designee shall implement procedures for students to graduate early, provided they meet all graduation requirements.

Certificate of Completion

A student with a disability who has an Individualized Education Program prescribing special education, transition planning, transition services, or related services beyond the student's four years of high school, qualifies for a certificate of completion after the student has completed four years of high school. The student is encouraged to participate in the graduation ceremony of his or her high school graduation class. The Superintendent or designee shall provide timely written notice of this requirement to children with disabilities and their parents/guardians.

Service Member Diploma

The District will award a diploma to a service member who was killed in action while performing active military duty with the U.S. Armed Forces or an honorably discharged veteran of World War II, the Korean Conflict or the Vietnam Conflict, provided that he or she (1) resided within an area currently within the District at the time he or she left high school, (2) left high school before graduating in order to serve in the United States Armed Forces and (3) has not received a high school diploma.

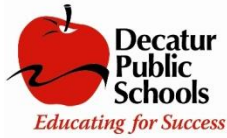
LEGAL REF.: 105 ILCS 5/2-3.64a-5, 5/22-27, 5/27-3, 5/27-22, and 5/27-22.10.
105 ILCS 70/, Educational Opportunity for Military Children Act.
23 Ill. Admin. Code § 1.440.

CROSS REF.: 6:30 (Organization of Instruction), 6:310 (High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students), 6:315 (High School Credit for Students in Grade 7 or 8), 6:320 (High School Credit for Proficiency), and 7:50 (School Admissions and Student Transfers to and from Non-District Schools)

ADOPTED: June 24, 1997

REVISED: February 10, 1998
November 23, 1999
February 26, 2002
January 14, 2003
February 22, 2005
January 12, 2010
August 7, 2012

July 16, 2013
January 27, 2015
April 26, 2016
January 9, 2018
January 28, 2020
January 26, 2021
March 23, 2021



Board of Education Decatur Public School District #61

Date: March 23, 2021	Subject: Resolution Authorizing the Disposal of Surplus Property by Auction at Southeast
Initiated By: Joanie Watson, Coordinator of Purchasing	Attachments: Surplus Items for Disposal
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

With the consolidation of buildings and moves within the District, there are a large number of surplus items (see attached) currently housed at Southeast. Buildings have been provided an opportunity to review the items and those selected items have been moved to the receiving building. There are far too many items to store. *This supports Teaching and Learning by ensuring items that are no longer useful are removed from the District Inventory.*

CURRENT CONSIDERATIONS:

The Business Office is requesting that the Board approve the Resolution Authorizing the Disposal of Surplus Property through public auction. Central Illinois Auction (CIA) has agreed to provide auctioneering services on April 24, 2021.

FINANCIAL CONSIDERATIONS:

Although the value of said items is unknown, it is anticipated the value is nominal. Central Illinois Auction is charging \$3,500 for auctioneering fees and \$300 for advertising fees.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education adopt the Resolution Authorizing the Disposal of Surplus Property as attached through a public auction. The items that are not sold at auction would be disposed of in an appropriate manner.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

**RESOLUTION AUTHORIZING
DISPOSAL OF SURPLUS ITEMS
AT SOUTHEAST**

WHEREAS, the Board of Education of Decatur Public School District No. 61 is authorized by Section 10-22.8 of the School Code of Illinois to sell at public or private sale any personal property belonging to the School District and no longer needed for public purposes; and

WHEREAS, the Board of Education currently owns miscellaneous surplus as described in the cover letter to the Board and associated list, which are attached hereto and incorporated herein by reference, which are no longer needed by the School District; and

WHEREAS, the Board of Education hereby finds and determines that said items are no longer necessary or needed for educational purposes; and

WHEREAS, the Board of Education further finds and determines that it is in the best interest of Decatur Public School District No. 61 that the School District dispose of said items on terms satisfactory to the School District;

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. The Superintendent of Schools is hereby authorized to dispose of said items by auction per Central Illinois Auction at the agreed upon rate noted in the cover memo.

Section 3. That this Resolution shall be in full force and effect forthwith upon its passage.

ADOPTED this 23rd day of March, 2021, by the following roll-call vote:

AYES: _____

NAYS: _____

ABSENT: _____

President, Board of Education

ATTEST:

Secretary, Board of Education

CERTIFICATION

I, _____, Secretary of the Board of Education of Decatur Public School District No. 61, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Board of Education on March 23, 2021, by the following roll-call vote:

AYES: _____

NAYS: _____

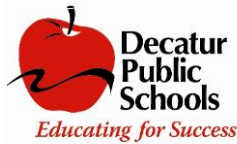
ABSENT: _____

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

Dated this ____ day of _____, 2021.

Secretary, Board of Education

<u>Items for Disposal</u>	<u>Quantities</u>	<u>Items for Disposal</u>	<u>Quantities</u>
Wooden teacher chairs	62	Round tables	16
Misc. Tables	6	Science tables	17
Misc. rolling carts	38	12 ft. Classroom Rug	1
File cabinets	25	Mailsorters	1
Bookcases - wood/metal	32	Spa chair	1
Pianos	4	Misc PE equipment/supplies	10
Music stands & Mic stands	4	Trapezoid tables	32
Display cases/table	3	Wooden cubbies	5
Metal safe	1	Kidney table	4
Two door metal cabinet	2	Children's kitchen sets	7
Student desks	45	Rectangle tables	41
Misc. office chairs	21	Misc. office items	8
Misc. student chairs	337	Floor lamp	2
Folding tables	47	Wicker chair	1
Teacher desks	28	Wood staircase	1
Student wrap desk	4	Portable Volleyball poles/net	1
Refridgerators	5	Trash cans plastic/metal	31
Dishwasher	1	Misc. children's seating	8
Easels	1	Paper cutter	2
Rolling tables	3	Microfilm machine & cart	1
Warming carts	2	Popcorn machine & cart	2
Air conditioner/frame	8	Wooden bench	1
Stove	7	Misc. light fixtures w/covers	124
Rolling kitchen rack	3		
Warming unit	1	1997 Ford E-150 Van	1
Metal kitchen prep tables	2	1993 Chevy Van	1
Round folding cafeteria tables	33	2004 Chevy Box Truck	2
Metal kitchen fryers	2	2005 Chevy CB Van	1
Metal commercial oven	1	2006 Chevy G3500 Cube Van	1
Metal commercial stove	1	2005 Chevy G3500 Van	1
Warming light	1		
Butcher block table	1		



Board of Education Decatur Public School District #61

Date: March 23, 2021	Subject: Ava Security System Annual Renewal
Initiated By: Maurice Payne, Director of Information Technology	Attachments: Ava Security System Annual Renewal Quote
Reviewed By: Dr. Todd Covault, Treasurer, and Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The District recently implemented a new security software Ava (previously Vaion) that operates building security cameras. Ava provides video management that assists in identifying anomalies, provides intelligent alerts before threats escalate, and improves safety by leveraging occupancy data. Vaion software employs artificial intelligence to proactively notify District leadership of unusual events. This software reduces the investigation time spent by school personnel using machine learning to search and resolve incidents. *This supports Teaching and Learning by assisting with ensuring a safe learning environment for our students.*

CURRENT CONSIDERATIONS:

This recommendation is to extend the annual license renewal for the approximately 700 security cameras in the district.

FINANCIAL CONSIDERATIONS:

The total cost of the Ava software renewal is \$37,897.20 and would be paid from the current year Information Technology budget.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Ava Security System Software Renewal in the amount of \$37,897.20 as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____



Unified Security

Quotation

Quote #:
Expires On:

Q-02795-1
4/4/2021

110 East 42nd Street
Suite 816
New York, NY
10017, USA

Prepared By
John Doody
john.doody@ava.uk

Prepared For

End Customer
Decatur Public Schools
Decatur, IL
USA

Partner
Decatur Public Schools
Decatur, IL
USA

Quote Details

Contract Start Date: 3/5/2021

Payment Terms: Net 30

Qty	Product	SKU/PID	Description	List Price	Disc	Net Price	Total Cost
696	Ava Aware 1 year license	AWA-SUB-1Y	1 year subscription to Ava Aware, real-time video-analytics.	USD 99.00	45.00	USD 54.45	USD 37,897.20

Total USD 37,897.20

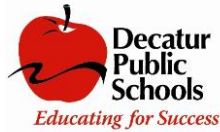
Summary

Billing Frequency	One Time
Total Cost	USD 37,897.20
Total Discount	USD 31,006.80

This Quote is eligible for financing through Ava Financial Services:

	12 Month Term	24 Month Term	36 Month Term	48 Month Term	60 Month Term
Out	USD 3,289.48	USD 1,724.78	USD 1,212.75	USD 956.68	USD 807.48
Lease	USD 3,223.54	USD 1,647.96	USD 1,123.12	USD 860.95	USD 703.86

This proposal is subject to credit/underwriting.



Board of Education Decatur Public School District #61

Date: March 23, 2021	Subject: Job Description
Initiated By: The Department of Student Services and the Department of Teaching and Learning	Attachments: Job description: P-12 Assistant Director of Special Programs
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

Decatur Public Schools has a need for leadership at the district and building level to ensure the aligned implementation of special programs which includes and is not limited to Social Emotional Learning, English Language Learners, and Gifted and Talented programs.

CURRENT CONSIDERATIONS:

The P-12 Assistant Director of Special Programs will have decision making authority with on-going school improvement plans, core content departments, and the coaching and development for school leaders and teachers which includes managing district's special programs aligned to teaching and learning resources and district accountability systems. The P-12 Assistant Director of Special Programs will ensure equitable access and opportunities exist for all Decatur Public Schools students.

For each position, the job description was created to align the responsibilities and duties with the expectations of the position. The following job descriptions were reviewed and updated as indicated:

Position Title	Changes/Updates
P-12 Assistant Director of Special Programs	The job description was created to align the responsibilities and duties with the expectations of the position.

FINANCIAL CONSIDERATIONS:

Funding for this position will be allocated within SY22 budget.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve this Job Description as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

TITLE: P-12 Assistant Director of Special Programs

PURPOSE: Provide leadership at the district and building level to ensure the aligned implementation of special programs which includes and is not limited to Social Emotional Learning, English Language Learners, and Gifted and Talented programs. The P-12 Assistant Director of Special Programs will have decision making authority with on-going school improvement plans, core content departments, and the coaching and development for school leaders and teachers which includes managing district's special programs aligned to teaching and learning resources and district accountability systems. The P-12 Assistant Director of Special Programs will ensure equitable access and opportunities exist for all Decatur Public Schools students.

QUALIFICATIONS:

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

- Successful experience in data analysis and statistics, research design and program evaluation with emphasis in coordination of projects and implementation of assessments.
- Demonstrated experience in training adults in the areas of accountability, curriculum, instruction, English Learner programs/support, accelerated, supplemental and intervention programs.
- State of Illinois PERA certification preferred.
- Demonstrated skills in problem solving, ability to exercise good judgment, discretion, maintain confidentiality, and work with independence, initiative and professionalism.
- An understanding of relevant legislation, policies and procedures especially as they pertain to Title I, ESSA, and student assessment systems.
- Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

REPORTS TO: Assistant Superintendent of Teaching and Learning
P-12 Director of Teaching and Learning

SUPERVISES: Professional Development Institute Personnel
Building Principals

MAINTAINS LIAISON WITH: Central Administration
School Staff

DUTIES & RESPONSIBILITIES:

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

Instructional and Program Management

- Implement procedures and coordinate the process to identify ELL, Gifted and Talented students at all grade levels district wide, including review of student data and testing of students.
- Develop and revise ELL, SEL, Equity, and Gifted and Talented curriculum and/or resources as needed.
- Support and lead the design, delivery, and facilitation of teacher and principal professional development professional learning communities.
- Provide the strategic vision for the Department of Teaching & Learning with a focus on special programs, in alignment with the Assistant Superintendent, Director, and other central office departments.
- Support and lead the design and implement ELL, SEL, Equity, and Gifted and Talented programs district wide.

- Implement the continuous improvement to affect significant, trackable improvement in teacher performance and student achievement.
- Partner with the Assistant Superintendent of Teaching and Learning to identify and coordinate deployment of differentiated academic supports based on essential data, including formal/informal needs assessments.
- Assist administrators and teachers to develop and provide gifted and talented students with alternative course work through curriculum modification, acceleration, etc.
- Assist administrators and teachers to develop and provide ELL students with appropriate course work through curriculum modification, acceleration, etc.
- Develop and conduct or arrange for staff development sessions, including sessions on various instruction methods, enriched learning in classroom settings, and methods for identifying ELL students and gifted and talented students.
- Lead support, coaches, and other staff in planning for large-scale, district-wide events, and professional development (e.g. Annual District Wide Teachers Conference).
- Identify resources and partnerships that will accelerate students meeting benchmarks in SAT, PSAT, and FastBridge.
- Supervise and assist in evaluating coaches and other staff by modeling growth mindset, effective collaboration, data utilization and problem solving and by providing regular feedback on their individual, team and departmental progress.
- Provide guidance to departments on increasing student access to IB Diploma and AP Programs, particularly for underserved students.
- Clearly communicate the Department of Teaching and Learning priorities to district staff and principals and actively engage in dialogue with varying stakeholders to inform the effectiveness of the work of the Department of Teaching and Learning.
- Plan, implement, and evaluate special programs with administrators and teachers including objectives, strategies, and assessment techniques.
- Apply research and data to improve the content, sequence, and outcomes of the special programs process.
- Ensure that district goals and objectives are developed using collaborative processes and problem-solving techniques when appropriate.
- Participate in the district-level decision-making process to establish and review the district's goals and objectives and major classroom instructional and special programs of the district.
- Assist with securing consultants, specialists, and other community resources to assist principals and instructional staff in attaining objectives.
- Provide effective staff development activities that incorporate the mission of the district, program evaluation outcomes, and input from teachers and others.
- Oversee the curriculum for GT and ELL instruction.

Policy, Reports, and Law

- Implement the policies established by federal and state law, State Board of Education rule, and local board policy in curriculum and instruction area.
- Compile, maintain, and present all physical and computerized reports, records, and other documents required.

Pending BOE Approval 3/23/2021

Budget

- Solicit federal funds and participate in grant-writing activities to obtain funding for federal/special programs and services.

Communication

- Provide for two-way communication with Teaching and Learning Department, principals, teachers, staff, and community.
- Demonstrate skill in conflict resolution with administrators, parents, teachers, staff, and community.
- Monitor professional research and disseminate ideas and information to other professionals.

Community Relations

- Serve as district liaison to community agencies providing services and programs to students and notify parents and students of available services and programs.
- Demonstrate awareness of district-community needs and initiate activities to meet those needs.
- Demonstrate use of appropriate and effective techniques to encourage community and parent involvement.

TERMS OF EMPLOYMENT:

Salary is based upon salary schedule established by the Board. This is a 52-week position.

SALARY: District Salary Schedule for Administrative Personnel

EVALUATION:

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

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

PHYSICAL DEMANDS:

While performing the duties of this job, the employee is regularly required to use repetitive hand motions, including prolonged use of a computer terminal. The employee is frequently required to sit, see, talk, and hear. The employee is occasionally required to stand and walk. The employee must frequently lift and/or move up to 20 pounds.

Specific vision abilities required by this job include close vision, depth perception, and ability to adjust focus with or without correction.

Hear in the normal audio range with or without correction.

Pending BOE Approval 3/23/2021

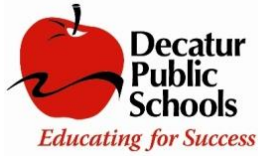
MENTAL DEMANDS:

While performing the duties of this job, the employee regularly is required to compare, analyze, communicate, coordinate, instruct, synthesize, evaluate, use interpersonal skills, compile, and negotiate. The employee frequently is required to compute. The employee occasionally is required to copy.

WORK ENVIRONMENT:

The noise level in the work environment is usually moderate. The job is performed under minimal temperature variations and a generally hazard free environment.

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



Board of Education Decatur Public School District #61

Date: March 23, 2021	Subject: Substantial Change Order for the Johns Hill Project
Initiated By: Todd Covault, EdD, Chief Operational Officer	Attachment: Johns Hill Project, Change Request #1038
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The original grand stairwell in the new Johns Hill building was value engineered from the project providing a savings of \$225,000. Administration previously agreed to submit any project changes that exceed \$25,000. Design changes associated with the updated stairwell exceed the \$25,000 limit requiring Board approval. *Providing updated facilities for District students supports the efforts of Teaching and Learning.*

CURRENT CONSIDERATIONS:

The updated replacement stairwell design was delegated to the steel fabricator due to the complexity of the stairs. As the design evolved, a footing, steel for the stair, and steel framing at the landings needed be added or adjusted beyond what was originally indicated in the design documents. The attached change request provides updated information including costs associated with the updated replacement design.

FINANCIAL CONSIDERATIONS:

The cost of the staircase revision is \$42,397 and would be paid from project contingencies. There is no associated cost increase to the Greatest Maximum Price guarantee.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the change request for the stairwell fabrication in the amount of \$42,397 as presented.

RECOMMENDED ACTION:

☒ Approval
☐ Information
☐ Discussion

BOARD ACTION: _____

OWNER CONTINGENCY DRAW

HEADQUARTERS

3401 Constitution Drive
Springfield, IL 62711
217.522.2826 PH

888.930.2009 FAX
www.osheabuilders.com

CHAMPAIGN OFFICE

502 W. Clark Street
Champaign, IL 61820
217.281.3601 PH

PEORIA OFFICE

2400 N. Main St., Suite G
East Peoria, IL 61611
309.740.3430 PH

DECATUR OFFICE

222 E. North Street
Decatur, IL 62523
217.210.0612 PH



CR #

1038

Project: 6594 / DPS Johns Hill School CM
1025 E Johns Ave.
Decatur Public School
Decatur, IL 62521

01/18/2021

Customer: Decatur Public School Dist 61

Description: RFP 021 Main Stair Revisions
Status: P

Notice to Proceed

Submitted date:
Received date:
Rough order of magnitude: 0.00

Quotation

Submitted date: 01/18/21
Due date:
Submitted amount: 0.00
Requested days delay: 0

Scope of Work

Revise main stair as indicated on attached drawing.

Central IL Erectors: Main Stair Revisions per RFP 021

HOB Concrete:

Paul Painting: 1 man 2 days. 16x85.00 is \$1360 and material is 2 gallons steel paint \$100.00. Total change order is add \$1460.00

MIC: Provide material and labor to add detail to metal ceiling system to box around the column located at CL - H/12 shown in RFP.021

Ahern: Additional fire protection system design costs that will be required to redesign the area around the main stairs that were changed in RFP 021.

Subcontractor Pricing

Phase Code / Description	Cost Type	Amount
09200-1000-1 Mid-Illinois Companies, Corp.: Plaster & Gypsum Brd S	S	663.00
03300-1000-1 Harold O'Shea Builders: Cast-In-Place Conc - Sub	S	1,991.00
15300-1000-1 Ahern Fire Protection,,: Fire Protection Sub	S	583.00
05100-1000-1 Central Illinois Erectors: Steel Fabrication Sub	S	37,700.00
09900-1000-1 Paul Painting & Decorating,Inc: Painting Sub	S	1,460.00
Subcontractor Pricing Total:		42,397.00

Harold O'Shea Builders

Phase Code / Description	Cost Type	Quantity	UM	Amount
01222-1211-1 Project Contingency	M		Is	-42,397.00
Harold O'Shea Builders Total:				-42,397.00
Subtotal:				0.00
Overhead & Profit				0.00
Total Price for CR 1038				0.00

Reviewal

Customer: Decatur Public School Dist 61

Contractor: Harold O'Shea Builders, Inc.

Authorized Representative: _____

By: _____

By: _____

Date: _____

Date: _____

Request for Proposal

OWNER: Decatur Public Schools
101 West Cerro Gordo Street
Decatur, IL 62523

RFP NUMBER: 021

DATE: 1/15/2021

CONTRACTOR: O'Shea Builders
3401 Constitution Drive
Springfield, IL 62711

CONTRACT DATE: 03/25/2020

CONTRACT: All Work

PROJECT: New Johns Hill Magnet School

BLDD PROJECT: 186EX16.400

Please submit an itemized proposal for changes in the Contract Sum and/or Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within **14** calendar days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

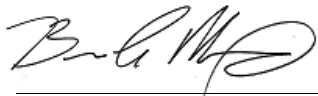
THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

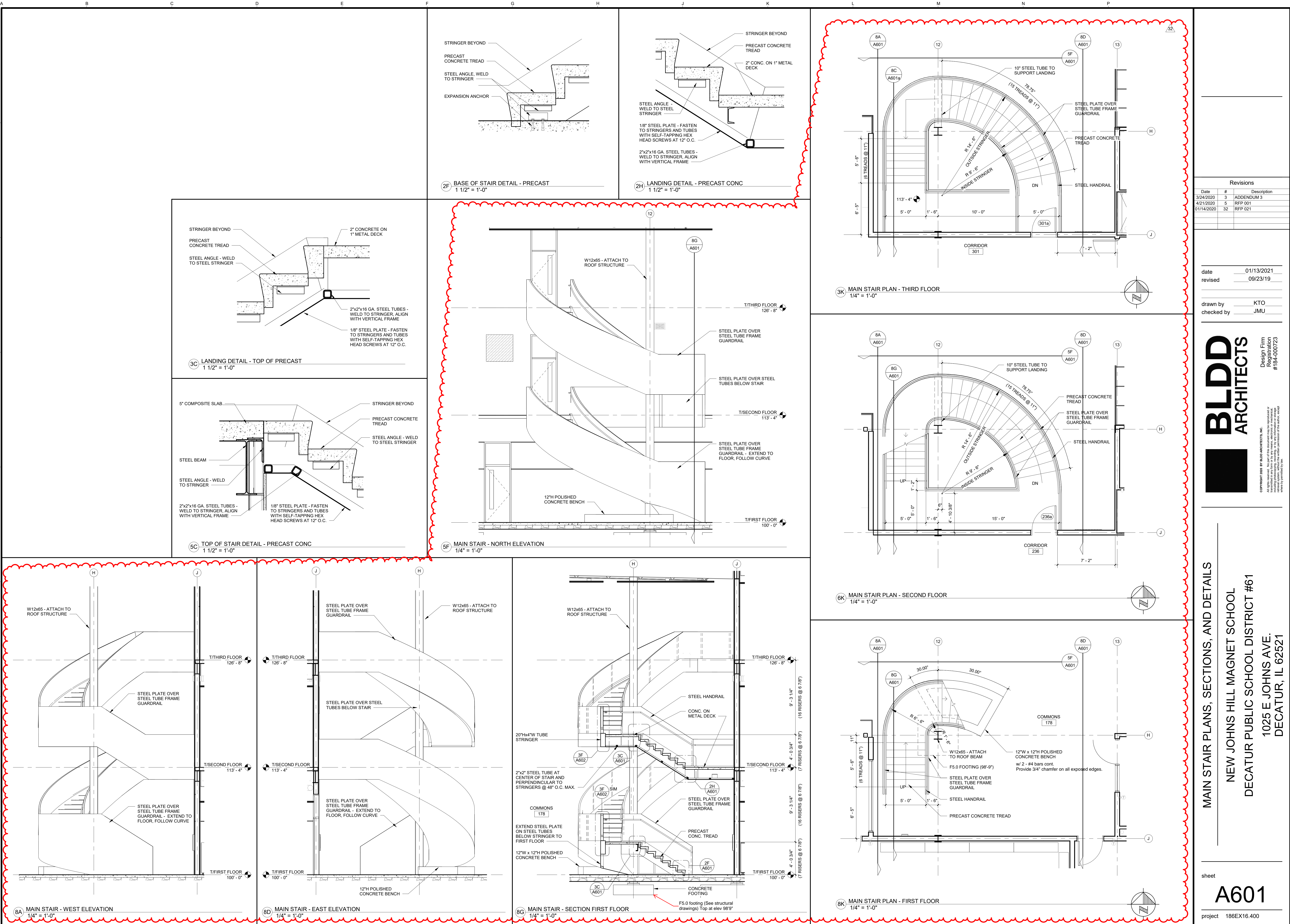
DESCRIPTION:

Revise main stair as indicated on attached drawing.

ATTACHMENTS: Sheet A601-Main Stair Plans, Sections and Details

BY:
(Signature)





Revisions		
Date	#	Description
3/24/2020	3	ADDENDUM 3
4/21/2020	5	RFP 001
01/14/2020	32	RFP 021

date 01/13/2021
revised 09/23/19
drawn by KTO
checked by JMU

BLDD

ARCHITECTS

Design Firm

Registration

#184-000723

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MAIN STAIR PLANS, SECTIONS, AND DETAILS
NEW JOHNS HILL MAGNET SCHOOL
DECATUR PUBLIC SCHOOL DISTRICT #61
1025 E JOHNS AVE.
DECATUR, IL 62521

sheet
A601
project 186EX16.400



Request for Change

MAINTENANCE | INDUSTRIAL | COMMERCIAL
CONSTRUCTION SERVICES

Project:	JHM School	RE:	RFP 021
To:	O'Shea Builders	Title:	Main Stair Revisions
Attn:	Brad Hemstreet	COR-016	Add Metal Ceiling detail work at column H / 12
Date:	October 28, 2020	From:	Deb Young

Provide material and labor to add detail to metal ceiling system to box around the column located at CL - H/12 shown in RFP.021.

MATERIAL	QTY	U/C	UOM	TOTAL
tortion spring perimeter trim 10'	1	132.00	EA	\$132
AP wire & clip assembly	8	6.25	EA	\$50
hold down clip	8	2.00	EA	\$16

MATERIAL SUBTOTAL

\$198

LABOR	HOURS		RATE	TOTAL
Carpenter Foreman	4	@	98.92	396

LABOR SUBTOTAL

\$396

COST SUBTOTAL

\$594

BOND 2%

\$9

SUBTOTAL

\$603

OH&P 10%

\$60

TOTAL

\$663

O'Shea Builders - Concrete

Project: 6804 / DPS Johns Hill Concrete
1025 E Johns Ave.
Decatur Public School
Decatur, IL 62521

02/18/2021

Customer: Decatur Public School Dist 61

Description: RFP 021 Main Stair Revisions
Status: P

Notice to Proceed

Submitted date:
Received date:
Rough order of magnitude: 0.00

Quotation

Submitted date: 02/18/21
Due date:
Submitted amount: 1,991.00
Requested days delay: 0

Scope of Work

Revise main stair as indicated on attached drawing.

Harold O'Shea Builders

Phase Code / Description		Cost Type	Quantity	UM	Amount
03105-3001-1	Spread Ftg-Bank Pr-Layout	M		sf	425.00
03105-3001-1	Spread Ftg-Bank Pr-Layout	L		sf	880.00
03160-3079-1	SOMD-Pour Prep & Clean	M		sf	175.00
03160-3079-1	SOMD-Pour Prep & Clean	L		sf	330.00
Harold O'Shea Builders Total:					1,810.00
Subtotal:					1,810.00
Overhead & Profit					181.00
Total Price for CR 1007					1,991.00

This price does not include the curved concrete bench below the main stair



1110 East 53rd Street
Davenport, IA 52807
main 563.388.0060 | fax 563.388.0380
www.ahernfire.com

January 22, 2021

Lyndsee Burtle
O'Shea Builders
3401 Constitution Drive
Springfield, IL 62711
Phone 217.670.6391
Email lburtle@osheabuilders.com

**RE: DPS-Johns Hill Magnet School
Decatur, Illinois
RFP 021**

**Ahern Contract No. 2496
Change Order No. 2**

Dear Lyndsee:

We submit the sum of **Five Hundred Eighty-Three Dollars.....\$583.00**, for performance of additional work at the above referenced facility as detailed hereunder:

This change order is for additional fire protection system design costs that will be required to redesign the area around the main stairs that were changed in RFP 021.

Good business practice dictates that we not proceed with this additional work unless authorized to do so by your office.

We understand that changes in scope and related paperwork can be time consuming and cause delays. We have, therefore, provided a space for you to acknowledge and date this correspondence. If you are comfortable with that, please do so and return to us. Otherwise, we respectfully request a change order be issued as described above.

Please don't hesitate to contact me if you have any questions or require further information.

Sincerely,

Ahern Fire Protection
A division of J. F. Ahern Co.

Johnathon Berg
Contract Sales/Project Manager
Phone 563.271.3161
Email jberg@ahernfire.com

ACCEPTED:

PRINT: _____

SIGN: _____

DATE: _____

JSB/nlm

J:\FY20 Jobs\2496 - DPS Johns Hill Magnet School - 661\3-CHANGE ORDERS\CO #2 - RFP 021\CO #2 DPS Johns Hill Magnet School - RFP 021 012221.Docx



CENTRAL ILLINOIS ERECTORS

1701 Broadmoor Drive, Suite 120
Champaign, Illinois 61821
Phone: 217.356.5931 • Fax: 217.356.0136
www.central-il-erectors.com

Date: January 22nd, 2020
Attention: Lyndsee Burtle, O'Shea Builders
Subject: RFP 021 – Johns Hill Magnet School

As requested, RFP 021 dated 1/15/21 and per sheet A601 provided by BLDD dated 1/14/20 "RFP021".

Proposal Price Summary:

Description

Main Stair Revisions per RFP 021

Total Cost

\$37,700.00

Notes and Clarifications:

Proposal is valid for 30 days. Tax is not included.

The following items are excluded:

Wood blocking, cold formed sheet metal studs, accessories of any type, masonry anchors or their connection to steel. Any welding not specifically indicated to be performed in the field is not included. Dumpsters, temporary toilets, installation, maintenance or removal of temporary fencing or enclosures, partial height partition wall posts, material storage, bollards or embedded items, demolition of any kind including masonry and fire proofing, glass railings, roof davits, traffic and pedestrian controls, grout, shoring, testing, air monitoring, surveys, loose lintels, mock ups, field measuring, engineering, relief angles, shelf or countertop brackets, winter conditions, dewatering, subgrade or repair work for level, stabile subgrade for crane, steel delivery trucks and lift travel, cleaning of steel, security fence relocation or maintenance, street or pavement cleaning or protection, setting plates, as-built drawings, photos, permits or permit application fees, aeronautics studies, bonds, liquidated damages, overtime and AISC certification for erection. If overtime is required, we will need to be compensated for all premium labor costs.



January 22nd, 2020
Page 2

Should you have any questions or require additional information regarding our proposal, please contact me at our office at (217) 356-5931 x14.

Respectfully,



Blaine J. Thomey
Central Illinois Erectors
Director of Steel Operations

cc: File



Lyndsee Burtle

From: Brad Hemstreet
Sent: Thursday, January 21, 2021 3:22 PM
To: Lyndsee Burtle
Cc: Brian Beneke
Subject: FW: RFP 021 Main Stair Revisions.pdf
Attachments: RFP 021 Main Stair Revisions.pdf; ATT00001.txt

Lyndsee,

Please see below for RFP 021 pricing from Paul Painting.

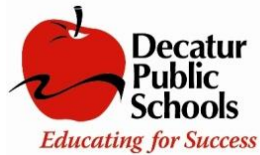
-Brad

Brad Hemstreet
Project Engineer
P: 217.210.0611 | C: 630.388.9855

-----Original Message-----

From: RON PAUL <paulpdi@aol.com>
Sent: Thursday, January 21, 2021 3:14 PM
To: Brad Hemstreet <bhemstreet@osheabuilders.com>
Subject: RFP 021 Main Stair Revisions.pdf

Brad the above steel extra will be 1 man 2 days. 16x85.00 is \$1360 and material is 2 gallons steel paint \$100.00. Total change order is add \$1460.00



Board of Education Decatur Public School District #61

Date: March 23, 2021	Subject: Approve Change Request for Paved Basketball Court at Franklin Grove
Initiated By: Todd Covault, EdD, Chief Operational Officer	Attachment: Franklin Grove Change Request #1063
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

Part of the improvements for the Franklin Grove site call for revisions including a paved basketball court to the east of the building. *Providing upgraded facilities for the District students supports the efforts of Teaching and Learning.*

CURRENT CONSIDERATIONS:

Find attached the associated drawings noting the concrete basketball structure and location.

FINANCIAL CONSIDERATIONS:

The \$33,603.11 cost for this project would be paid out of contingencies for the Franklin Grove project.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the change request for the concrete basketball court in the amount of \$33,603.11 as presented.

RECOMMENDED ACTION:

☒ Approval
☐ Information
☐ Discussion

BOARD ACTION: _____

OWNER CONTINGENCY DRAW

HEADQUARTERS

3401 Constitution Drive
Springfield, IL 62711
217.522.2826 PH

888.930.2009 FAX
www.osheabuilders.com

CHAMPAIGN OFFICE

502 W. Clark Street
Champaign, IL 61820
217.281.3601 PH

PEORIA OFFICE

2400 N. Main St., Suite G
East Peoria, IL 61611
309.740.3430 PH

DECATUR OFFICE

222 E. North Street
Decatur, IL 62523
217.210.0612 PH

**CR #****1063**

Project: 6802 / DPS Franklin CM
2400 N Summit Ave
Decatur Public School Dist 61
Decatur, IL 62526

03/11/2021

Customer: Decatur Public School Dist 61

Description: RFP 028 - Site Changes - Concrete Basketball Court

Status: P

Notice to Proceed

Submitted date:
Received date:
Rough order of magnitude: 0.00

Quotation

Submitted date: 03/11/21
Due date:
Submitted amount: 0.00
Requested days delay: 0

Scope of Work

Revise sitework and paving as seen on the attached sheet X1. Note that the north paved playground is omitted from the scope of work and instead is as indicated as the proposed basketball court to the east of the building. A portion of the sidewalk work west of the building addition, where indicated by others, is also removed from the project. Proposal includes the concrete basketball court option. Concrete section of the basketball court shall be 5" concrete on 4" aggregate base course, Type A. There are insufficient funds, \$11,134.22, in Owner contingency to cover this RFP. Since the project is nearing completion, the remaining funds, \$22,468.89, will be taken from the CM contingency.

Subcontractor Pricing

Phase Code / Description	Cost Type	Amount
02700-1000-1 Harold O'Shea Builders: Site Improvements Sub	S	33,603.11
Subcontractor Pricing Total:		33,603.11

Harold O'Shea Builders

Phase Code / Description	Cost Type	Quantity	UM	Amount
01222-1211-1 Project Contingency	M		Is	-11,134.22
01220-1211-1 CM Contingency	M		Is	-22,468.89
Harold O'Shea Builders Total:				-33,603.11

Subtotal:	0.00
Overhead & Profit	0.00
Total Price for CR 1063	0.00

Reviewal

Customer: Decatur Public School Dist 61

Contractor: Harold O'Shea Builders, Inc.

Authorized Representative: _____

By: _____

By: _____

Date: _____

Date: _____

Request for Proposal

OWNER: Board of Education
Decatur Public School District #61
101 W. Cerro Gordo
Decatur, IL

RFP NUMBER: 028

DATE: 2/12/2021

CONTRACTOR: O'Shea Builders
3401 Constitution Drive
Springfield, IL 62711

CONTRACT: All Work

PROJECT: **Addition & Air Conditioning
Franklin Elementary School**
Decatur Public Schools

BLDD PROJECT: 186EX16.404

Please submit an itemized proposal for changes in the Contract Sum and/or Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within **7** calendar days or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION:

Revise sitework and paving as seen on the attached sheet X1. Note that the north paved playground is omitted from the scope of work and instead is as indicated as the proposed basketball court to the east of the building. A portion of the sidewalk work west of the building addition, where indicated by others, is also removed from the project.

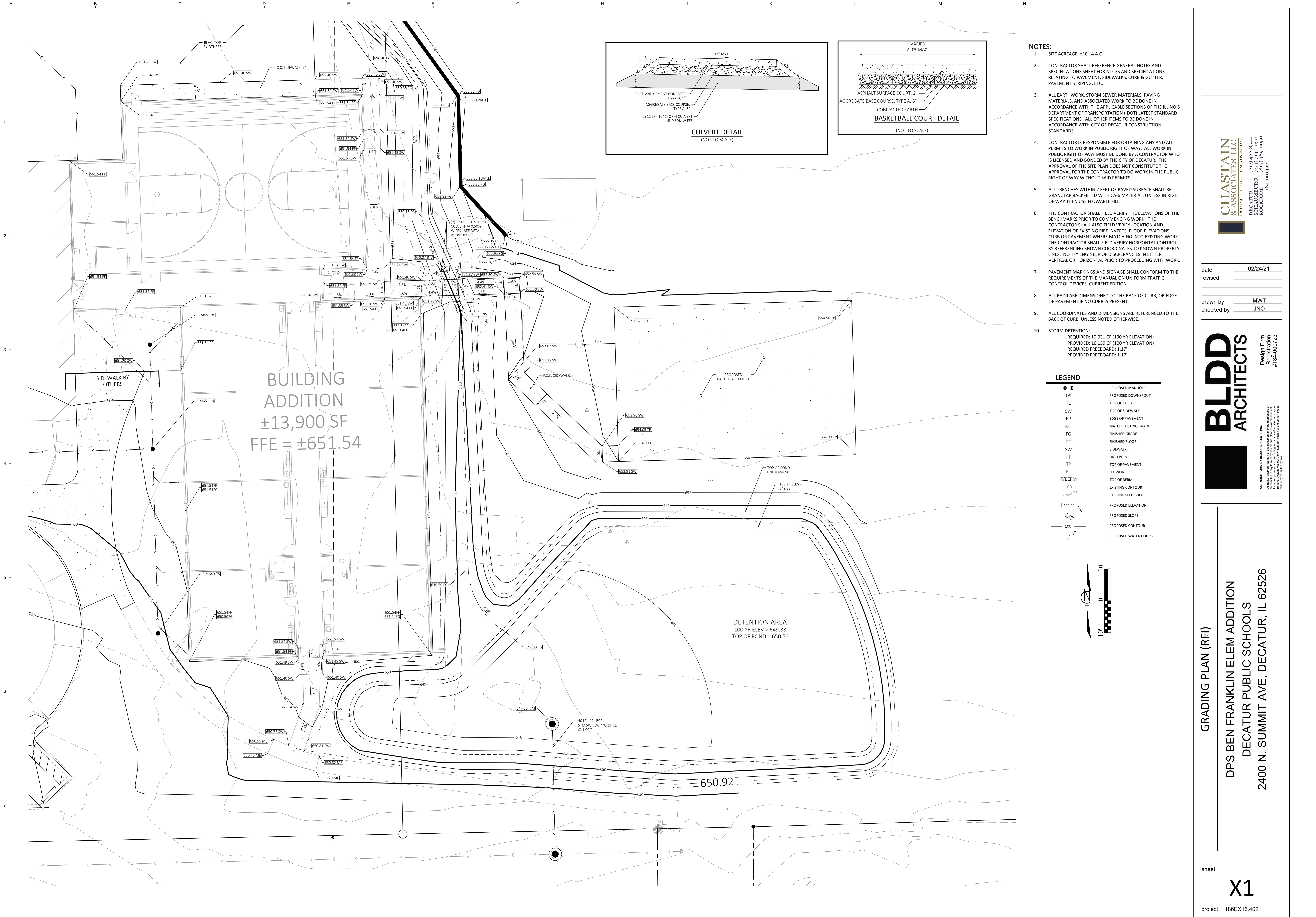
Contractor is asked to provide pricing for two options:

- 1) Provide a proposal for the work as detailed with asphalt at the basketball court.
- 2) Provide a proposal for the work as detailed but with a concrete basketball court. Concrete section of the basketball court shall be 5" concrete on 4" aggregate base course, Type A."

ATTACHMENTS: Sheet X1 - Grading Plan (RFI)

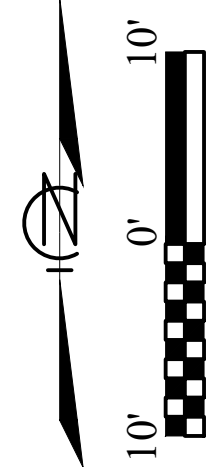
BY:


(Signature)



- NOTES:**
1. SITE ACREAGE: ±10.14 A.C.
 2. CONTRACTOR SHALL REFERENCE GENERAL NOTES AND SPECIFICATIONS SHEET FOR NOTES AND SPECIFICATIONS RELATING TO PAVEMENT, SIDEWALKS, CURB & GUTTER, PAVEMENT STRIPING, ETC.
 3. ALL EARTHWORK, STORM SEWER MATERIALS, PAVING MATERIALS, AND ASSOCIATED WORK TO BE DONE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) LATEST STANDARD SPECIFICATIONS. ALL OTHER ITEMS TO BE DONE IN ACCORDANCE WITH CITY OF DECATUR CONSTRUCTION STANDARDS.
 4. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS TO WORK IN PUBLIC RIGHT OF WAY. ALL WORK IN PUBLIC RIGHT OF WAY MUST BE DONE BY A CONTRACTOR WHO IS LICENSED AND BONDED BY THE CITY OF DECATUR. THE APPROVAL OF THE SITE PLAN DOES NOT CONSTITUTE THE APPROVAL FOR THE CONTRACTOR TO DO WORK IN THE PUBLIC RIGHT OF WAY WITHOUT SAID PERMITS.
 5. ALL TRENCHES WITHIN 2 FEET OF PAVED SURFACE SHALL BE GRANULAR BACKFILLED WITH CA-6 MATERIAL, UNLESS IN RIGHT OF WAY THEN USE FLOWABLE FILL.
 6. THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATIONS OF THE BENCHMARKS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL ALSO FIELD VERIFY LOCATION AND ELEVATION OF EXISTING PIPE INVERTS, FLOOR ELEVATIONS, CURB OR PAVEMENT WHERE MATCHING INTO EXISTING WORK. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL CONTROL BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LINES. NOTIFY ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL PRIOR TO PROCEEDING WITH WORK.
 7. PAVEMENT MARKINGS AND SIGNAGE SHALL CONFORM TO THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
 8. ALL RADII ARE DIMENSIONED TO THE BACK OF CURB, OR EDGE OF PAVEMENT IF NO CURB IS PRESENT.
 9. ALL COORDINATES AND DIMENSIONS ARE REFERENCED TO THE BACK OF CURB, UNLESS NOTED OTHERWISE.
 10. STORM DETENTION:
REQUIRED: 10,031 CF (100 YR ELEVATION)
PROVIDED: 10,159 CF (100 YR ELEVATION)
REQUIRED FREEBOARD: 1.17'
PROVIDED FREEBOARD: 1.17'

LEGEND	
●	PROPOSED MANHOLE
DS	PROPOSED DOWNSPOUT
TC	TOP OF CURB
SW	TOP OF SIDEWALK
EP	EDGE OF PAVEMENT
ME	MATCH EXISTING GRADE
FG	FINISHED GRADE
FF	FINISHED FLOOR
SW	SIDEWALK
HP	HIGH POINT
TP	TOP OF PAVEMENT
FL	FLOWLINE
T/BERM	TOP OF BERM
---	EXISTING CONTOUR
XXX XX	EXISTING SPOT SHOT
XXX XX	PROPOSED ELEVATION
1.0%	PROPOSED SLOPE
---	PROPOSED CONTOUR
---	PROPOSED WATER COURSE



CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS
DECATUR, IL 62524
SCHMIDT ROAD
ROCKFORD, IL 61101
(815) 486-0050
184-001397

date 02/24/21
revised

drawn by MWT
checked by JNO

BLDD ARCHITECTS
Design Firm
Registration
#184-000723
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GRADING PLAN (RFI)
DPS BEN FRANKLIN ELEM ADDITION
DECATUR PUBLIC SCHOOLS
2400 N. SUMMIT AVE, DECATUR, IL 62526

sheet

X1

project 186EX16.402

NOT FOR CONSTRUCTION

CHANGE REQUEST PROPOSAL

HEADQUARTERS

3401 Constitution Drive
Springfield, IL 62711
217.522.2826 PH
888.930.2009 FAX
www.osheabuilders.com

CHAMPAIGN OFFICE

502 W. Clark Street
Champaign, IL 61820
217.281.3601 PH
888.930.2009 FAX

PEORIA OFFICE

2400 N. Main St., Suite G
East Peoria, IL 61611
309.740.3430 PH
888.930.2009 FAX

**CR # 1005****03/01/2021**

Project: 6813 / DPS Franklin Site Prep
2400 N Summit Ave
Decatur Public School Dist 61
Decatur, IL 62526

Customer: Decatur Public School Dist 61

Description: RFP 028 - Site Changes - Basketball Court - Option 2
Status: P

Notice to Proceed

Submitted date:
Received date:
Rough order of magnitude: 0.00

Quotation

Submitted date: 03/01/21
Due date:
Submitted amount: 33,603.11
Requested days delay: 0

Scope of Work

Revise sitework and paving as seen on the attached sheet X1. Note that the north paved playground is omitted from the scope of work and instead is as indicated as the proposed basketball court to the east of the building. A portion of the sidewalk work west of the building addition, where indicated by others, is also removed from the project.

Contractor is asked to provide pricing for two options:

- 1) Provide a proposal for the work as detailed with asphalt at the basketball court.
- 2) Provide a proposal for the work as detailed but with a concrete basketball court. Concrete section of the basketball court shall be 5" concrete on 4" aggregate base course, Type A.

Subcontractor Pricing

Phase Code / Description		Cost Type	Amount
02740-1000-1	Dunn Company: Flexible Pavement Sub	S	-25,105.00
02750-1000-1	Otto Baum Co., Inc.: Concrete Paving	S	37,215.20
02200-1000-1	Tyce Mahannah Excavating: Site Preparation	S	16,800.00
Subcontractor Pricing Total:			28,910.20

Harold O'Shea Builders

Phase Code / Description		Cost Type	Quantity	UM	Amount
01000-1015-1	Staff Project Manager	L		wk	912.24
01020-1180-1	Performance Bond	M		ls	249.00
01720-1000-1	Layout Subcontractor	L		ls	476.84
Harold O'Shea Builders Total:					1,638.08

Subtotal:	30,548.28
Overhead & Profit	3,054.83
Total Price for CR 1005	33,603.11

Approvals

Customer: Decatur Public School Dist 61

Contractor: Harold O'Shea Builders, Inc.

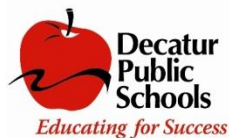
Authorized Representative: _____

By: _____

By: _____

Date: _____

Date: _____



Board of Education Decatur Public School District #61

Date: March 23, 2021	Subject: Architectural Contract for Professional Development Institute (PDI) Renovations
Initiated By: Jeff Dase, Assistant Superintendent and Dr. Todd Covault, Treasurer	Attachment: BLDD Architectural Contract
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The Teaching and Learning Department intends to reestablish office space at the Professional Development Institute (PDI) on the second floor. In order to evaluate the employee occupancy and capacity for the anticipated increased employee usage, the business office requested that BLDD Architects provide a contractual understanding for the associated design work. *Providing environments conducive for Teaching and Learning staff supports the efforts of Teaching and Learning.*

CURRENT CONSIDERATIONS:

The current occupancy of the building is approximately ten (10) people. With the increased staffing, the occupancy could reach approximately 40 employees. BLDD will review code requirements including egress requirements and the number of required restrooms, evaluate electric capacity to power the anticipated 27 additional cubicles, and evaluate the existing cooling systems to ensure adequate air-condition tonnage to cool a space with the increase number of employees. The Teaching and Learning Department obtained drawings to support 27 cubicles as well as work spaces on the second floor. BLDD will provide the required specifications to bid these items. The terms of the contract provides payment on an hourly-basis with an estimate not to exceed \$15,000.

FINANCIAL CONSIDERATIONS:

Board policy 4:150 requires prior Board approval for all renovations or permanent alterations to buildings when the total cost will exceed \$25,000, including the equivalent of staff time. A preliminary estimate for the cubicles is in excess of \$100,000 not including associated staff time. Any additional required improvements such as electrical capacity, cooling needs, or renovations for increased restrooms would increase this preliminary estimate.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the BLDD Architectural Contract for the Professional Development Institute renovation planning on an hourly fee basis, as presented.

RECOMMENDED ACTION:

☒ Approval
☐ Information
☐ Discussion

BOARD ACTION: _____

Agreement for Professional Services (Owner-Architect)

Made as of the 5th day of March in the year of 2021

BETWEEN THE OWNER: Board of Education
Decatur Public School District #61
101 W. Cerro Gordo
Decatur, IL 51412

AND THE ARCHITECT: BLDD Architects, Inc.

FOR THE PROJECT: **DPS Professional Development Institute - Training Center**

BLDD PROJECT: 216EX16.200

PROJECT DESCRIPTION: The District plans to create a training center in the existing south portion of the PDI second floor. The current occupancy of this area is about 10 people, the new training center would accommodate ~~28~~ **27**

SCOPE OF WORK: BLDD will provide the following analysis:

1. Confirm the increase in occupancy does not create an egress violation or other code violation.
2. Review plumbing fixture requirements.
3. Assist the District in bidding the furniture for the training center.
4. Determine if existing electrical and mechanical systems for this areas are adequate.

PROFESSIONAL FEE: BLDD will provide these services on an hourly-rate-basis.
(or the basis of compensation)

THE TERMS AND CONDITIONS ATTACHED HERETO ARE INCORPORATED AND MADE A PART OF THIS AGREEMENT.

The Standard Hourly Billing Rates attached hereto are incorporated and made a part of this Agreement.

OFFERED BY:

BLDD Architects, Inc.



03/03/2021

(signature)

Mark Ritz, AIA, LEED AP®, Principal

printed name/title

ACCEPTED BY:

Decatur Public School District #61

(signature)

printed name/title



TERMS AND CONDITIONS

Performance of Services: The Architect shall perform the services outlined in this Agreement in consideration of the stated fee and payment terms.

Standard of Care: Services provided by the Architect under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Additional Services: For additional services not included above, the Architect shall be compensated as follows: On an hourly rate basis in accordance with the Architect's Schedule of Standard Hourly Rates, unless mutually agreed otherwise.

Access to Site: Unless otherwise stated, the Architect will have access to the site for activities necessary for the performance of the services. The Architect will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost for restoration of any resulting damage and will not be responsible for such costs.

Billing/Payment: The Client agrees to pay the Architect for all services performed and all costs incurred. Invoices for the Architect's services shall be submitted, at the Architect's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, the Architect may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services. Payment of invoices is in no case subject to unilateral discounting or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, the Architect may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

Reimbursable Expenses: Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and its employees and consultants directly related to the Project. Reimbursable expenses shall be billed at one and one-tenth (1.10) times the amount invoiced to the Architect.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Architect, its officers, directors, employees, agents and consultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect.

Waiver: In addition, the Client agrees, to the maximum extent permitted by law, to waive any claims against the Architect arising out of the performance of these services, except for the sole negligence or willful misconduct of the Architect.

Information for the Sole Use and Benefit of the Client: All options and conclusions of the Architect, whether written or oral, and any plans, specifications or other documents and services provided by the Architect are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Architect. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Architect or the Client. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto.

Certifications, Guarantees and Warranties: The Architect shall not be required to execute any document that would result in the Architect certifying, guaranteeing or warranting the existence of any conditions.



Dispute Resolution: Any claims or disputes between the Client and the Architect arising out of the services to be provided by the Architect or out of this Agreement shall be submitted to non-binding mediation. The Client and the Architect agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Termination of Services: This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Architect for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including, but not limited to, monies that are due or monies that may be due) without the prior written consent of the other party.

Hourly Rates



Effective Jan. 1-Dec. 31, 2021

Principal I	\$180
Principal II	\$200
Senior Associate I	\$140
Senior Associate II	\$165
Associate I	\$125
Associate II	\$145
Architect I	\$90
Architect II	\$95
Architect III	\$100
Architect IV	\$120
Architectural Intern I	\$75
Architectural Intern II	\$80
Architectural Intern III	\$85
Architectural Intern IV	\$95
Architectural Designer I	\$65
Architectural Designer II	\$75
Architectural Designer III	\$85
Architectural Designer IV	\$120

Interior Designer I	\$70
Interior Designer II	\$75
Interior Designer III	\$80
Interior Designer IV	\$95
Structural Engineer I	\$125
Structural Engineer II	\$140
Administrative Assistant I	\$65
Administrative Assistant II	\$70
Administrative Assistant III	\$85
Environmental Graphic Designer I	\$85
Environmental Graphic Designer II	\$100
Data Software Administrator I	\$85
Data Software Administrator II	\$95
Site Representative I	\$90
Site Representative II	\$115

BLDD Architects, Inc. reassesses standard hourly billing rates annually based on current payroll rates and overhead factors. BLDD Architects, Inc. reserves the right to increase each classification by increments of \$5 per hour after January 1, 2022. Consultant services will be billed at 1.1 times the amount of invoice to BLDD. Reimbursable expenses will be billed at 1.1 times the cost to BLDD.