

DECATUR PUBLIC SCHOOL DISTRICT #61
BOARD OF EDUCATION
AGENDA

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

October 24, 2023
4:30 PM Open Session
Closed Session Immediately Following
7:30 PM Open Session Reconvened

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

Strategic Plan Mission:

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

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

The Board of Education Parameters that Guide Our Work:

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

AI 1.0 CALL TO ORDER

CALL FOR EXECUTIVE SESSION

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

Roll Call

IO 2.0 PLEDGE OF ALLEGIANCE

IO 3.0 SWEARING IN OF THE 2023-2024 JUNIOR BOARD MEMBERS

AI 4.0 APPROVAL OF AGENDA OCTOBER 24, 2023

IO 5.0 DISTRICT HIGHLIGHTS

- Illinois Art Education Association Junior High/Middle Level Art Educator of the Year
- Eisenhower High School

IO 6.0 PUBLIC PARTICIPATION

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

DI 7.0 BOARD COMMITTEE REPORTS

JUNIOR BOARD MEMBER'S REPORT

BOARD DISCUSSION

IO 8.0 REPORTS FROM ADMINISTRATION

- A. Update: Macon-Piatt Special Education Essential Skills Program

AI 9.0 CONSENT ITEMS

- A. Minutes: Open/Closed Meetings October 10, 2023 and Special Open/Closed Meetings October 12, 2023
- B. Monthly Financial Conditions Report
- C. Treasurer's Report
- D. Job Descriptions:
- a. Grades K, 1, and 2 Instructional Teaching Assistant (update)
 - b. Teaching and Learning Strategist (update)
- E. Job Descriptions (Safety and Security):
- a. Lead School Security Officer (update)
 - b. Safety and Security Administrator (update)
 - c. School Security Officer Floater (update)
 - d. School Security Officer (update)

AI 10.0 ROLL CALL ACTION ITEMS

- A. Adoption of a Resignation Agreement
- B. Consideration and Action on the Possible Suspension without Pay for a Custodial Employee
- C. Consideration and Action on the Possible Suspension without Pay for a Custodial Employee
- D. Consideration and Action on the Possible Suspension without Pay for a School Security Officer
- E. Consideration and Action on the Possible Suspension without Pay for a Teamster Employee
- F. Consideration and Action on the Possible Termination or Discipline of a Custodial Employee
- G. Personnel Action Items
- H. The Howard G. Buffett Foundation Donation
- I. Memorandum of Understanding (MOU) between Decatur Public School District 61 and the Decatur Education Association Counselors
- J. Raptor Enhancement Contracts
- K. MOTOTRBO ION Two-Way Security Radios (upgrades)

L. Finalsite Website and ParentLink Mass Notification System Three (3) Year Renewal Agreement

IO 11.0 ANNOUNCEMENTS

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

Robert C. Moore II, who passed away Sunday, October 15, 2023. Mr. Moore was a 1968 graduate of MacArthur High School and a retired physical education and science teacher from Decatur Public Schools.

IO 12.0 IMPORTANT DATES

November 10 Interim Progress Reports

11 Veteran's Day Holiday (Saturday)

15 District-wide Half Day of School for ALL Students

– Please check with your home school regarding the release time

20 – 21 NO Student Attendance – Students are NOT in Session

– **NO School for Students**

– **District Offices are OPEN**

21 – 22 and 24 – 25 Annual Turkey Tournament at Stephen Decatur Middle School

22 Veteran's Day Holiday Observed in DPS 61

– **No School and District Offices are Closed**

23 – 24 Thanksgiving Holidays

– **No School and District Offices are Closed**

Additional Reminders & Upcoming Dates

Please see the attached Multicultural flyer with upcoming dates. If any questions regarding the information, please contact Jeff Dase, Assistant Superintendent of Diversity, Equity & Inclusion at jdase@dps61.org and/or 217 362-3013.

NEXT MEETING

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, November 14, 2023 at the Keil Administration Building.

AI 13.0 ADJOURNMENT

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

DATE/TIME: October 10, 2023

4:15 PM

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

PRESENT: Bill Clevenger, President
Alana Banks
Al Scheider
Jason Dion, Vice President
Kevin Collins-Brown (arrived 5:41 PM)
Will Wetzel

ABSENT: Mark Reynolds

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

President Clevenger called the meeting to order at 4:15 PM.

TOPIC	DISCUSSION	ACTION
Call for Closed Executive Session	President Clevenger called the meeting to order and moved into Closed Executive Session to conduct student expulsion hearings, an employee discipline hearing and discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body, and collective negotiating matters between the Board and representatives of its employees, seconded by Vice President Dion.	Board moved to Closed Executive Session at 4:15 PM.
	President Clevenger called for a Roll Call Vote: Aye: Wetzel, Clevenger, Dion, Scheider, Banks Nay: None Absent: Collins-Brown (arrived 5:41 PM) and Reynolds Roll Call Vote: 5 Aye, 0 Nay, 2 Absent	
Returned to Open Session	President Clevenger moved to return to Open Session, seconded by Vice President Dion. All were in favor.	Open Session at 6:30 PM.
Open Session Continued	President Clevenger noted that the Board of Education had been in Closed Executive Session to conduct student expulsion hearings, an employee discipline hearing and discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body, and collective negotiating matters between the Board and representatives of its employees. <u>No action was taken during Closed Executive Session.</u>	Information only.
Pledge of Allegiance	President Clevenger led the Pledge of Allegiance.	
Approval of Agenda, October 10, 2023	Superintendent Clark recommended the Board of Education approve the October 10, 2023 Open Session Board Meeting Agenda as presented.	Agenda was Approved as presented.

TOPIC	DISCUSSION	ACTION
	Dr. Collins-Brown moved to approve the recommendation, seconded by Vice President Dion. All were in favor.	
District Highlights	<p>President Clevenger acknowledged Principal/Assistant Principal Appreciation Week in Illinois! The Illinois Principals Association (IPA) and the State of Illinois celebrated Principals and Assistant Principals Appreciation Week October 15 – 21, 2023. Principals and Assistant Principals Appreciation Day was on Friday, October 20, 2023. Decatur Public Schools appreciated the leadership, work commitment and true dedication exemplified by our administrative team District-wide. President Clevenger also read the attached <u>Proclamation</u> from the Governor of the State of IL.</p> <p>Tasia Burks, Principal of Hope Academy, and Dwayne Cotton, Cotton Student Services, LLC, presented and shared information regarding Positive Behavioral Interventions and Supports (PBIS) as follows:</p> <ol style="list-style-type: none"> 1. An overview of PBIS implementation at Hope Academy: <ul style="list-style-type: none"> • Phase one. 2. A progress report of PBIS implementation at Hope Academy: <ul style="list-style-type: none"> • August-September (2023) 3. Next steps for PBIS implementation at Hope Academy: <ul style="list-style-type: none"> • PBIS “Re-Boot” beginning 2nd Quarter: <ul style="list-style-type: none"> ○ Focus on the Middle School-level <ul style="list-style-type: none"> ▪ Tuesday, October 10, 2023 – Parent/student townhall meeting. ▪ Monday, October 16, 2023 – Re-Teaching expected behaviors (school-wide). ○ Continue embedded coaching/mentoring with select classroom teachers. ○ Continue building capacity & competency for PBIS schoolwide team members. 	Information only.
Public Participation	<p>President Clevenger noted that during Public Participation, the Board of Education asked for the following:</p> <ul style="list-style-type: none"> • Identify oneself and be brief. • Comments should be limited to 3 minutes. • Any public comments submitted to the Board Secretary will be included in the record. <p>For our listening audience, please note that during any Board of Education meeting and public participation, Board Members do NOT respond and/or comment to public comments; all comments are referred to administration. Furthermore, the Board refrains from referring to specific students or staff members by name, and requests that public commenters refrain from doing so as well. The request that you omit names was made to protect you from allegations of libel or slander or from violations of the Illinois School Student Records Act. It was not intended to shield an employee from criticism.</p>	Information only.

TOPIC	DISCUSSION	ACTION
	Keith Creighton, Assistant Principal at Dennis Lab School, spoke to the Board regarding the power of inclusion where everyone is valued, respected and celebrated; this is shared with the Dennis students during morning announcements. Mr. Creighton shared information regarding Native-Americans and their lands. He hopes Dennis students were inspired to learn more about other people's experiences and work on this land in order to create a more understanding and inclusive future for everyone. Monarchs Rise!	
Student Ambassador	<p>Superintendent Clark noted that A'Zharien Perry (AZ) was present and gave him an opportunity to share information at the high school level. AZ noted that following events for high school students:</p> <ul style="list-style-type: none"> • High school students at all grade-levels supported the events with Macon-Piatt special education students. This was a great event. • High school students were invited to the college fair at Richland Community College. • EHS's homecoming parade will be October 13th and the homecoming game will be October 14th. 	Information only.
Board Discussion	<p>Mr. Scheider asked about the companies that were interested in installing solar panels; other organizations were installing the panels for environmental improvements. Dr. Mike Curry, Chief Operational Officer, replied that they had met with solar panel companies previously, but there was no company that would help with the bid process; now there is. Administration would like to meet with them as they would assist with the bid process, and possibly have them present before the Board of Education. Vice President Dion replied that he agreed with asking the company that would assist with the bid process to present before the Board of Education.</p> <p>The Board Members continued discussion regarding solar panel companies and the process.</p> <p>Dr. Curry was going to have them present in November or December. Superintendent Clark asked if administration was going through the Facility Committee. Dr. Curry replied that's what was done in the past. The committees were supposed to bring recommendations to the Board of Education.</p> <p>President Clevenger clarified "Board work versus staff work." This was considered staff work as it was their responsibility. Administration was working through the process. The Board of Education does not have the expertise and there would also be a cost ratio that administration has to consider.</p> <p>Dr. Collins-Brown asked if there could be periodic feedback.</p> <p>The Board Members continued discussion regarding solar panel companies and the process regarding Board involvement.</p>	Information only.

TOPIC	DISCUSSION	ACTION
	Kent Metzger, Director of Buildings and Grounds, noted that they have spoken with five firms that had brought different solutions; these are sales people. How do we get the best deal for DPS? Administration set parameters for the companies, but each had a different approach. This was not to the point for a Board's decision.	
Consent Items	<p>Superintendent Clark recommended the Board of Education approve the Consent Items as presented, which included:</p> <ul style="list-style-type: none"> A. Minutes: Open/Closed Meetings September 26, 2023 and Special Open Meeting October 02, 2023 B. Freedom of Information Report C. Bills D. School Board Policies <ul style="list-style-type: none"> a. Section 02 School Board – Policy 2:112 Student Ambassador Program b. Section 04 Operational Services <ul style="list-style-type: none"> i. Policy 4:30 Revenue and Investments ii. Policy 4:150 Facility Management and Building Programs c. Section 05 General Personnel <ul style="list-style-type: none"> iii. Policy 5:30 Hiring Process and Criteria iv. Policy 5:50 Drug and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition v. Policy 5:120 Employee Ethics: Code of Professional Conduct; and Conflict of Interest d. Section 06 Instruction – Policy 6:60 Curriculum Content e. Section 07 Students – Policy 7:10 Equal Educational Opportunities <p>Dr. Collins-Brown moved to approve the recommendation, seconded by Ms. Banks.</p> <p>Mr. Wetzel and Ms. Banks appreciated the changes to Policy 2:112.</p> <p>Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Clevenger, Dion, Collins-Brown, Wetzel, Scheider, Banks Nay: None Absent: Reynolds Roll Call Vote: 6 Aye, 0 Nay, 1 Absent</p> <p>President Clevenger noted that Roll Call Action Item E. Consideration and Action on Information the Possible Termination or Discipline of an Assistant Principal was pulled from the only. October 10, 2023 Open Session Agenda.</p>	<p>Motion Carried. Consent Items were approved as presented.</p>
Potential Student 2324-0002 Expulsion	<p>Superintendent Clark noted that when there are student expulsions with “no stay,” families would be provided with information regarding an online program.</p> <p>Superintendent Clark recommended the Board of Education “authorize the issuance of a decision in the expulsion case for Student #2324-0002 consistent with the findings from the Hearing Officer’s Report, and that Student #2324-0002 be expelled</p>	<p>Information only.</p> <p>Motion carried. Student 2324-0002 was</p>

TOPIC	DISCUSSION	ACTION
	from the Decatur Public School District, all events, property and activities of the District for the REMAINDER of the 2023-2024 school year and ALL of the 2024-2025 school year, with NO stay for alternative education.”	approved to be expelled for the remainder of the 23-24 SY
	Ms. Banks moved to approve the recommendation, seconded by Vice President Dion.	and all of the 24-25 SY as presented.
	Dr. Collins-Brown noted that he would abstain from this item because he was not present during the discussion.	
	Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Wetzel, Banks, Clevenger, Dion Nay: Scheider (he noted that he would have supported a year-long expulsion with a stay for alternative education) Abstain: Collins-Brown Absent: Reynolds Roll Call Vote: 4 Aye, 1 Nay, 1 Abstain, 1 Absent	
Potential Student 2324-0003 Expulsion	Superintendent Clark recommended the Board of Education “authorize the issuance of a decision in the expulsion case for Student #2324-0003 consistent with the findings from the Hearing Officer’s Report, and that Student #2324-0003 be expelled from the Decatur Public School District, all events, property and activities of the District for the REMAINDER of the 2023-2024 school year, with A stay for alternative education.”	Motion carried. Student 2324-0003 was approved to be expelled for the remainder of the 23-24 SY as presented.
	Ms. Banks moved to approve the recommendation, seconded by Vice President Dion.	
	Dr. Collins-Brown noted that he would abstain from this item because he was not present during the discussion.	
	Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Banks, Clevenger, Dion, Scheider, Wetzel Nay: None Abstain: Collins-Brown Absent: Reynolds Roll Call Vote: 5 Aye, 0 Nay, 1 Abstain, 1 Absent	
Potential Student 2324-0004 Expulsion	Superintendent Clark recommended the Board of Education “authorize the issuance of a decision in the expulsion case for Student #2324-0004 consistent with the findings from the Hearing Officer’s Report, and that Student #2324-0004 be expelled from the Decatur Public School District, all events, property and activities of the District for the REMAINDER of the 2023-2024 school year and ALL of the 2024-2025 school year, with NO stay for alternative education.”	Motion carried. Student 2324-0004 was approved to be expelled for the remainder of the 23-24 SY
	Vice President Dion moved to approve the recommendation, seconded by Ms. Banks.	and all of the 24-25 SY as presented.
	Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Scheider, Banks, Collins-Brown, Wetzel, Clevenger, Dion	

TOPIC	DISCUSSION	ACTION
	<p>Nay: None Absent: Reynolds Roll Call Vote: 6 Aye, 0 Nay, 1 Absent</p>	
Potential Student 2324-0005 Expulsion	<p>Superintendent Clark recommended the Board of Education “authorize the issuance of a decision in the expulsion case for Student #2324-0005 consistent with the findings from the Hearing Officer’s Report, and that Student #2324-0005 be expelled from the Decatur Public School District, all events, property and activities of the District for the REMAINDER of the 2023-2024 school year and ALL of the 2024-2025 school year, with A stay for alternative education.”</p> <p>Ms. Banks moved to approve the recommendation, seconded by Mr. Scheider. Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Collins-Brown, Scheider, Banks, Wetzel, Clevenger, Dion Nay: None Absent: Reynolds Roll Call Vote: 6 Aye, 0 Nay, 1 Absent</p> <p>President Clevenger reminded the listening audience that Roll Call Action Item E. was pulled from the agenda.</p>	<p>Motion carried. Student 2324-0005 was approved to be expelled for the remainder of the 23-24 SY and all of the 24-25 SY as presented.</p> <p>Information only.</p>
Possible Termination or Discipline of a Probationary Security Officer Employee	<p>Superintendent Clark recommended the Board of Education approve Termination of Damien Brown, Security Officer Employee, effective Tuesday, October 10, 2023, as presented.</p> <p>Vice President Dion moved to approve the recommendation, seconded by Ms. Banks. Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Wetzel, Banks, Collins-Brown, Scheider, Clevenger, Dion Nay: None Absent: Reynolds Roll Call Vote: 6 Aye, 0 Nay, 1 Absent</p>	<p>Motion carried. Damien Brown termination was approved as presented.</p>
Personnel Action Items	<p>Superintendent Clark recommended the Board of Education approve the Personnel Action Items listed in the Memo from Deanne Hillman, Interim Director of Human Resources, and the Human Resources Department as presented.</p> <p>Dr. Collins-Brown moved to approve the recommendation, seconded by Ms. Banks. Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Banks, Clevenger, Dion, Scheider, Wetzel, Collins-Brown Nay: None Absent: Reynolds Roll Call Vote: 6 Aye, 0 Nay, 1 Absent</p>	<p>Motion carried. Personnel Action Items were approved as presented.</p>
Award Bids for Pour-In-Place	<p>Superintendent Clark recommended the Board of Education approve and award Bids for Pour-In-Place Surfacing for Playgrounds at Franklin Grove, Hope Academy, Muffley and South Shores Schools, as presented.</p>	<p>Motion carried. Award Bids for Pour-In-Place</p>

TOPIC	DISCUSSION	ACTION
Surfacing for Playgrounds	<p>Dr. Collins-Brown moved to approve the recommendation, seconded by Ms. Banks.</p> <p>Kent Metzger, Director of Buildings and Grounds explained what and the purpose of “pour-in-place.” The life cycle could be 12 – 15 years.</p> <p>Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Clevenger, Dion, Collins-Brown, Wetzel, Scheider, Banks Nay: None Absent: Reynolds Roll Call Vote: 6 Aye, 0 Nay, 1 Absent</p>	<p>Surfacing for Playgrounds were approved as presented.</p>
Renewal (one-year) of Education Logistics Inc. (Edulog)	<p>Superintendent Clark recommended the Board of Education approve the One-year Renewal for Education Logistics Inc. (Edulog), as presented.</p> <p>Mr. Wetzel moved to approve the recommendation, seconded by Vice President Dion.</p> <p>Dr. Mike Curry, Chief Operational Officer, noted that this was the company that provided the parent portal and routes for the transportation system.</p> <p>Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Scheider, Banks, Wetzel, Clevenger, Dion Nay: Collins-Brown Absent: Reynolds Roll Call Vote: 5 Aye, 1 Nay, 1 Absent</p>	<p>Motion carried. One-year renewal of Education Logistics Inc. (Edulog) was approved as presented.</p>
Adopt the Tentative Collective Bargaining Agreement 07/01/23-06/30/25 between DPS 61 BOE and DFTA Local #4324	<p>Superintendent Clark recommended the Board of Education approve/adopt the Collective Bargaining Agreement July 01, 2023 – June 30, 2025 between the Decatur Public School District #61 Board of Education and the Decatur Federation of Teaching Assistants (DFTA) Local #4324, Illinois Federation of Teachers American Federation of Teachers, AFL-CIO, as presented.</p> <p>Ms. Banks moved to approve the recommendation, seconded by Mr. Scheider.</p> <p>Dr. Collins-Brown and Ms. Banks noted their support for DFTA staff. Deanne Hillman, Interim Director of HR and Michelle Mitchell, President of DFTA, presented information on this item (attached).</p> <p>Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Collins-Brown, Scheider, Banks, Wetzel, Clevenger Nay: None Abstain: Dion Absent: Reynolds Roll Call Vote: 5 Aye, 0 Nay, 1 Abstain, 1 Absent</p>	<p>Motion carried. Agreement 07/01/23-06/30/25 between DPS 61 BOE and DFTA Local #4324 was approved as presented.</p>

TOPIC	DISCUSSION	ACTION
Selection of a Structural Engineering Firm to Provide a District-wide Structural Analysis	<p>Superintendent Clark recommended the Board of Education approve the Structural Engineering Firm Klingner & Associates P.C. to Provide a District-wide Structural Analyses, as presented.</p> <p>Ms. Banks moved to approve the recommendation, seconded by Vice President Dion.</p> <p>Superintendent Clark presented information and next steps. The Board of Education continued discussion with administration regarding next steps. Administration clarified next steps and the need for a firm to assist with the process. Klingner and Associates will only give the analysis of the buildings.</p>	<p>Motion carried.</p> <p>Structural Engineering Firm Klingner & Associates P.C. was approved as presented.</p>

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

Aye: Dion, Clevenger, Collins-Brown, Scheider, Banks, Wetzel

Nay: None

Absent: Reynolds

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

Important Dates	<p><u>October</u></p> <p>11 District-wide Half Day – Please check with your home school regarding the release time only.</p> <p>12 Special Open/Closed Board of Education Meeting at Keil, 5:30 PM</p> <p>13 Eisenhower High School Homecoming Parade and Game</p> <p>14 Eisenhower High School Homecoming</p> <p>20 Parent/Teacher Conferences – NO SCHOOL for ALL Students</p> <p>23 Indigenous People's Day <u>Observed</u> – NO SCHOOL and District Offices are Closed</p>	Information
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Additional Reminders & Upcoming Dates

Please see the attached Multicultural flyer with upcoming dates. If any questions regarding the information, please contact Jeff Dase, Assistant Superintendent of Diversity, Equity & Inclusion at jdase@dps61.org and/or 217 362-3013.

Please Note: October 16th is the Deadline for the Required Immunizations and Physicals for the 2023-2024 School Year.

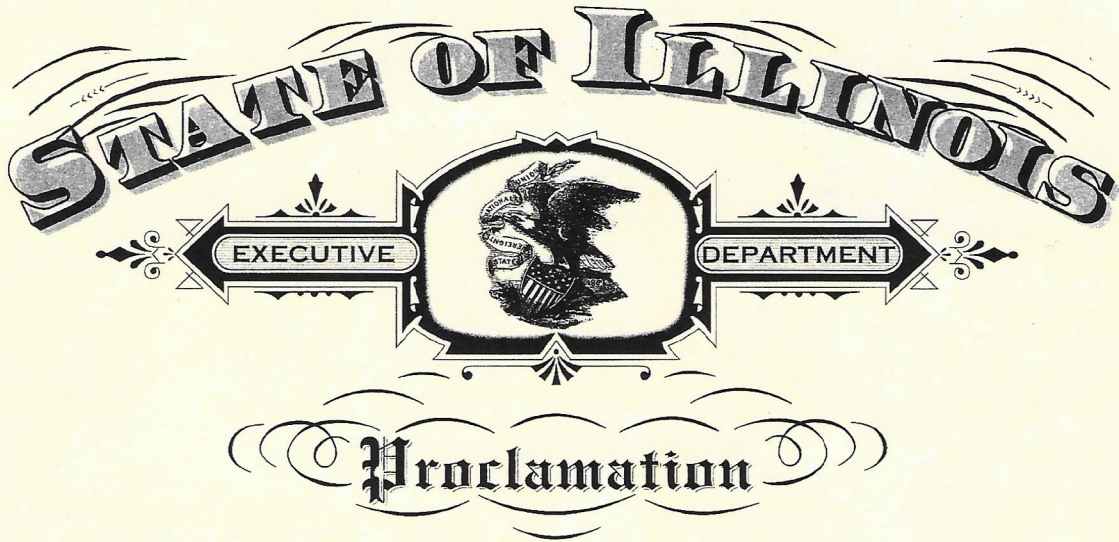
NEXT MEETING

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, October 24, 2023 at the Keil Administration Building.

Adjournment	<p>President Clevenger asked for a motioned to adjourn. Dr. Collins-Brown motioned, seconded by Vice President Dion. All were in favor.</p>	<p>Board adjourned at 7:58 PM.</p>
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Bill Clevenger, President

Melissa Bradford, Board Secretary



WHEREAS, school principals play an integral role in the education and growth of children in elementary, middle, and secondary schools across the State of Illinois; and,

WHEREAS, school principals are responsible for promoting education and building relationships with teachers and parents to ensure that each child receives equitable educational opportunities and services to reach their potential; and,

WHEREAS, a primary responsibility of the State of Illinois to preserve and improve resources for schools so that all students have access to quality education and a foundation for a successful future; and,

WHEREAS, the Illinois Principals Association, which represents over 6,200 educational leaders statewide, believes that learning is a lifelong process and that the education of our children is the highest priority; and,

WHEREAS, school leaders face many obstacles in supporting and educating our young people and it is through their perseverance, passion, and hope-filled leadership that Illinois continues to produce quality, career-ready students; and,

WHEREAS, we must continue to encourage, support, and recognize our school principals who have a positive impact on Illinois students and the educational system in the Land of Lincoln;

*THEREFORE, I, JB Pritzker, Governor of the State of Illinois, do hereby proclaim the week of October 15-21, 2023, as **Principals Week** and Friday, October 20, 2023, as **Principals Day** in Illinois, to recognize principals and the Illinois Principals Association for all that they do to help our children learn and succeed.*

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the State of Illinois to be affixed.



Done at the Capitol in the City of Springfield,
this EIGHTH *day of* SEPTEMBER, *in*
the Year of Our Lord, two thousand and
TWENTY-THREE, *and of the State of Illinois,*
two hundred and FIFTH.

Alysi Hancock
SECRETARY OF STATE

JB Pritzker
GOVERNOR

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

DATE/TIME: October 12, 2023

5:30 PM

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

PRESENT: Bill Clevenger, President
Alana Banks
Will Wetzel

Jason Dion, Vice President
Kevin Collins-Brown

ABSENT: Mark Reynolds and Al Scheider

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

President Clevenger called the meeting to order at 5:30 PM.

TOPIC	DISCUSSION	ACTION
Closed Executive Session	President Clevenger called the meeting to order and moved into Closed Executive Session to conduct student discipline hearings, seconded by Vice President Dion. Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Wetzel, Clevenger, Collins-Brown, Dion, Banks Nay: None Absent: Reynolds and Scheider Roll Call Vote: 5 Aye, 0 Nay, 2 Absent	Closed Executive Session at 5:30 PM.
Return to Open Session	President Clevenger moved to return into Open Session, seconded by Dr, Collins-Brown. All were in favor.	Returned to Open Session at 7:45 PM.
Open Session Continued	President Clevenger noted that the Board of Education had been in Closed Executive Session to conduct student discipline hearings. No action was taken during Closed Executive Session.	Information only.
Pledge of Allegiance	President Clevenger led the Pledge of Allegiance.	
Approval of Agenda, October 12, 2023	Superintendent Clark recommended the Board approve the October 12, 2023 Special Open Session Board Meeting Agenda as presented. Ms. Banks moved to approve the recommendation, seconded by Mr. Wetzel. All were in favor.	Agenda was approved as presented.
Public Participation	President Clevenger noted that during Public Participation, the Board of Education asked for the following: <ul style="list-style-type: none">Identify oneself and be brief.Comments should be limited to 3 minutes.	Information only.

- Any public comments submitted to the Board Secretary will be included in the record.

For our listening audience, please note that during any Board of Education meeting and public participation, Board Members do NOT respond and/or comment to public comments; all comments are referred to administration. Furthermore, the Board refrains from referring to specific students or staff members by name, and requests that public commenters refrain from doing so as well. The request that you omit names was made to protect you from allegations of libel or slander or from violations of the Illinois School Student Records Act. It was not intended to shield an employee from criticism.

No one signed up and/or requested to speak.

Board Discussion

Vice President Dion asked the Board Members of their thoughts on the process if he or she sent a request to administration (i.e. solar panels). Should an individual Board Member's request be considered as a request from the entire Board? Should directives come from the entire Board instead of a Board Member? What was the expectation? Dr. Collins-Brown replied that all Board Members get recommendations from stakeholders and/or the community, and the process was to forward it or them to the Board Secretary. Dr. Collins-Brown felt that Mr. Scheider had not given an order regarding the solar panels, he wanted someone to follow-up on them. Mr. Scheider was not present to defend himself.

The Board continued discussion regarding the expectations from the Board Members.

Mr. Wetzel noted that this conversation was valid, but this was not the time to discuss. If there was a need to have discussions regarding Board decorum, expectations of staff, and the role of a Board Member, they should schedule a possible study session or discuss during a lighter agenda night.

Vice President Dion noted that the Board President and/or designee should be the spokesperson for the Board, especially when talking with the media.

President Clevenger noted that he would like to continue these conversations when all seven (7) Board Members were present.

Superintendent Clark noted that when the recommendation for expelled students was with "no stay", there will be programs offered to those individual families so that they could possibly continue their student's education. Information only.

Potential Student 2324- 0006 Expulsion

Superintendent Clark recommended the Board of Education "authorize the issuance of a decision in the expulsion case for Student #2324-0006 consistent with the findings from the Hearing Officer's Report, and that Student #2324-0006 be expelled from the Decatur Public School District, all events, property and activities Motion carried. Student 2324-0006 was approved to be

of the District for the REMAINDER of the 2023-2024 school year and ALL of the 2024-2025 school year, with A stay for alternative education.”

Dr. Collins-Brown moved to approve the recommendation, seconded by Vice President Dion.

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

Aye: Banks, Wetzel, Collins-Brown, Dion, Clevenger

Nay: None

Absent: Scheider and Reynolds

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

expelled for the remainder of the 23-24 SY and all of the 24-25 SY as presented.

**Potential
Student 2324-
0007 Expulsion**

Superintendent Clark recommended the Board of Education “authorize the issuance of a decision in the expulsion case for Student #2324-0007 consistent with the findings from the Hearing Officer’s Report, and that Student #2324-0007 be expelled from the Decatur Public School District, all events, property and activities of the District for the REMAINDER of the 2023-2024 school year and ALL of the 2024-2025 school year, with A stay for alternative education.”

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

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

Aye: Clevenger, Dion, Collins-Brown, Wetzel, Banks

Nay: None

Absent: Scheider and Reynolds

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

Motion carried. Student 2324-0007 was approved to be expelled for the remainder of the 23-24 SY and all of the 24-25 SY as presented.

**Potential
Student 2324-
0008 Expulsion**

Superintendent Clark recommended the Board of Education “authorize the issuance of a decision in the expulsion case for Student #2324-0008 consistent with the findings from the Hearing Officer’s Report, and that Student #2324-0008 be expelled from the Decatur Public School District, all events, property and activities of the District for the REMAINDER of the 2023-2024 school year and ALL of the 2024-2025 school year, with NO stay for alternative education.”

Dr. Collins-Brown moved to approve the recommendation, seconded by Vice President Dion.

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

Aye: Wetzel, Clevenger, Banks, Dion, Collins-Brown

Nay: None

Absent: Scheider and Reynolds

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

Motion carried. Student 2324-0008 was approved to be expelled for the remainder of the 23-24 SY and all of the 24-25 SY as presented.

Potential Student 2324-0009 Expulsion	<p>Superintendent Clark recommended the Board of Education “authorize the issuance of a decision in the expulsion case for Student #2324-0009 consistent with the findings from the Hearing Officer’s Report, and that Student #2324-0009 be expelled from the Decatur Public School District, all events, property and activities of the District for the REMAINDER of the 2023-2024 school year and ALL of the 2024-2025 school year, with A stay for alternative education.”</p> <p>Dr. Collins-Brown moved to approve the recommendation, seconded by Ms. Banks.</p> <p>Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Banks, Collins-Brown, Dion, Clevenger, Wetzel Nay: None Absent: Scheider and Reynolds Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried. Student 2324-0009 was approved to be expelled for the remainder of the 23-24 SY and all of the 24-25 SY as presented.</p>
Potential Student 2324-0010 Expulsion	<p>Superintendent Clark recommended the Board of Education “authorize the issuance of a decision in the expulsion case for Student #2324-0010 consistent with the findings from the Hearing Officer’s Report, and that Student #2324-0010 be expelled from the Decatur Public School District, all events, property and activities of the District for the REMAINDER of the 2023-2024 school year and ALL of the 2024-2025 school year, with NO stay for alternative education.”</p> <p>Vice President Dion moved to approve the recommendation, seconded by Ms. Banks.</p> <p>Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Collins-Brown, Banks, Wetzel, Clevenger, Dion Nay: None Absent: Scheider and Reynolds Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried. Student 2324-0010 was approved to be expelled for the remainder of the 23-24 SY and all of the 24-25 SY as presented.</p>
Potential Student 2324-0011 Expulsion	<p>Superintendent Clark recommended the Board of Education “authorize the issuance of a decision in the expulsion case for Student #2324-0011 consistent with the findings from the Hearing Officer’s Report, and that Student #2324-0011 be expelled from the Decatur Public School District, all events, property and activities of the District for the REMAINDER of the 2023-2024 school year and ALL of the 2024-2025 school year, with NO stay for alternative education.”</p> <p>Dr. Collins-Brown moved to approve the recommendation, seconded by Ms. Banks.</p> <p>Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Dion, Wetzel, Collins-Brown, Clevenger, Banks Nay: None Absent: Scheider and Reynolds Roll Call Vote: 5 Aye, 0 Nay, 2 Absent</p>	<p>Motion carried. Student 2324-0011 was approved to be expelled for the remainder of the 23-24 SY and all of the 24-25 SY as presented.</p>

Important Dates	IMPORTANT DATES	Information only.
------------------------	------------------------	--------------------------

- | | |
|-----------------------|--|
| <u>October</u> | 13 Eisenhower High School Homecoming Parade and Game |
| | 14 Eisenhower High School Homecoming |
| | 20 Parent/Teacher Conferences |
| | – NO SCHOOL for ALL Students |
| | 23 Indigenous People’s Day <u>Observed</u> |
| | – NO SCHOOL and District Offices are Closed |

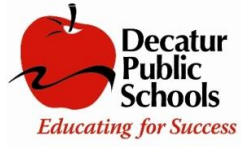
NEXT MEETING

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, October 24, 2023 at the Keil Administration Building.

Adjournment	President Clevenger asked for a motion to adjourn. Dr. Collins-Brown motioned, seconded by Ms. Banks. All were in favor.	Board adjourned at 8:09 PM.
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Bill Clevenger, President

Melissa Bradford, Board Secretary



Board of Education Decatur Public School District 61

Date: October 24, 2023	Subject: Monthly Financial Conditions Report
Initiated By: Dr. Mike Curry, Chief Operational Officer	Attachments: Financial Conditions Report
Reviewed By: Dr. Rochelle Clark, Superintendent	

BACKGROUND INFORMATION:

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

CURRENT CONSIDERATIONS:

As the District completes September, the third month of FY24, the Macon-Piatt Special Education District has expended 14.26% of its overall budget; Decatur 61 has expended 16.04% of its overall budget.

As of October 18, 2023, the State Comptroller is holding FY24 ISBE vouchers in the amount of \$3,047,587 of which \$2,731,852 is associated with Evidence-Based Funding and \$296,548 is associated with the Early Childhood Block Grant.

The District's September 2023 month-end, Education Fund balance is \$42,185,583; the September 2022 month-end Education Fund balance was \$40,540,725.

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: _____

2023-2024 Decatur Public S.D. #61
Fund Balance Summary - September 30, 2023

<u>Fund</u>	<u>Pre Audit Fund Balance 07/01/23</u>	<u>Revenues To Date</u>	<u>Expenditures To Date</u>	<u>Net Cash Flow</u>	<u>Change in Fund Balance</u>	<u>Balance 09/30/23</u>	<u>Tentative Balance 06/30/24</u>
DISTRICT # 61							
Education	\$30,627,147	\$33,069,204	\$21,510,768	\$11,558,436	\$0	<i>\$42,185,583</i>	\$ 30,021,305
Operation & Maintenance	\$1,943,841	\$2,401,181	\$1,873,326	\$527,855	\$0	<i>\$2,471,695</i>	\$ 1,361,650
Debt Service	\$8,197,333	\$4,351,528	\$0	\$4,351,528	\$0	<i>\$12,548,861</i>	\$ 9,937,520
Transportation	\$2,630,927	\$1,696,315	\$267,191	\$1,429,124	\$0	<i>\$4,060,051</i>	\$ 2,529,116
IMRF	\$417,695	\$1,400,535	\$553,630	\$846,905	\$0	<i>\$1,264,600</i>	\$ 1,206,284
Social Security/Medicare	\$324,655	\$1,267,072	\$398,954	\$868,118	\$0	<i>\$1,192,772</i>	\$ (271,542)
Capital Projects Fund	\$9,032,231	\$10,786	\$3,616,672	(\$3,605,886)	\$0	<i>\$5,426,345</i>	\$ 4,187,132
Working Cash	\$6,416,897	\$253,792	\$0	\$253,792	\$0	<i>\$6,670,689</i>	\$ 6,897,677
Tort Immunity/Judgment	\$5,359,242	\$1,839,735	\$1,458,780	\$380,955	\$0	<i>\$5,740,198</i>	\$ 4,444,445
Fire Prevention/Safety	\$2,780,926	\$243,383	\$1,471,330	(\$1,227,946)	\$0	<i>\$1,552,980</i>	\$ 1,626,836
<i>Totals District 61</i>	<i>\$67,730,893</i>	<i>\$46,533,530</i>	<i>\$31,150,650</i>	<i>\$15,382,880</i>	<i>\$0</i>	<i>\$83,113,773</i>	<i>\$ 61,940,422</i>
Macon-Piatt Special Ed District	\$8,071,191	\$1,001,068	\$2,832,689	(\$1,831,620)	\$0	<i>\$6,239,571</i>	\$ 7,328,152

Macon-Piatt Special Education District
Report Date: September 2023
Financial Condition as of September 30, 2023

Percent of year passed: 25%

	Revenues	Adopted Budget	Pre Audit Y-T-D	Percent Received/Used
12	Education	19,118,498	1,001,068	5.24%
	Operation &			
22	Maintenance	-		0.00%
42	Transportation	-		0.00%
52	IMRF	-		0.00%
	IMRF	19,118,498	1,001,068	5.24%

Expenditures

12	Education	17,982,473	2,659,801	14.79%
	Operation &			
22	Maintenance	384,820	2,873	0.75%
42	Transportation	21,750	1,825	8.39%
52	IMRF	1,472,494	168,189	11.42%
	Total Expenditures	19,861,537	2,832,689	14.26%

Net Cash

Total Revenues	19,118,498	1,001,068	5.24%
Total Expenditures	19,861,537	2,832,689	14.26%
Net Cash	(743,039)	(1,831,620)	

Fund Balances

	Actual
12 Education	6,239,571

Decatur Public School District #61
Report Date: September 2023
Financial Condition as of September 30, 2023

Percent of year passed: 25%

	Revenues	Budget	Pre Audit Y-T-D	Percent Received/Used	FY 23 Percent Received/Used As Of 6/30/23
10	Education	153,155,690	33,069,204	21.59%	81.34%
20	Operation & Maintenance	7,358,000	2,401,181	32.63%	78.63%
30	Debt Service	9,014,140	4,351,528	48.27%	162.15%
40	Transportation	6,620,891	1,696,315	25.62%	110.30%
50	IMRF	3,306,000	1,400,535	42.36%	137.51%
51	Social Security	2,006,200	1,267,072	63.16%	99.05%
60	Capital Projects	3,130,000	10,786	0.34%	0.90%
70	Working Cash	480,780	253,792	52.79%	136.28%
80	Tort Immunity/Judgment	2,909,000	1,839,735	63.24%	101.51%
90	Fire Prevention/Safety	390,581	243,383	62.31%	121.67%
	Total Revenues	188,371,282	46,533,530	24.70%	83.40%

Expenditures

10	Education	153,761,532	21,510,768	13.99%	71.78%
20	Operation & Maintenance	7,940,191	1,873,326	23.59%	97.22%
30	Debt Service	7,273,953	-	0.00%	101.13%
40	Transportation	6,722,702	267,191	3.97%	109.20%
50	IMRF	2,517,411	553,630	21.99%	111.51%
51	Social Security	2,602,397	398,954	15.33%	106.66%
60	Capital Projects	7,975,099	3,616,672	45.35%	68.57%
70	Working Cash	-	-	0.00%	0.00%

80	Tort Immunity/Judgment	3,823,797	1,458,780	38.15%	107.73%
90	Fire Prevention/Safety	<u>1,544,671</u>	<u>1,471,330</u>	95.25%	55.86%
	Total Expenditures	<u>194,161,753</u>	<u>31,150,650</u>	16.04%	76.37%

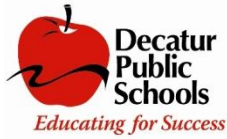
Net Cash

Total Revenues	188,371,282	46,533,530	24.70%
Total Expenditures	<u>194,161,753</u>	<u>31,150,650</u>	16.04%
Net Cash	<u>(5,790,471)</u>	<u>15,382,880</u>	

Fund Balances

Actual

10	Education	42,185,583
20	Operation & Maintenance	2,471,695
30	Debt Service	12,548,861
40	Transportation	4,060,051
50	IMRF	1,264,600
51	Social Security	1,192,772
60	Capital Projects	5,426,345
70	Working Cash	6,670,689
80	Tort Immunity/Judgment	5,740,198
90	Fire Prevention/Safety	<u>1,552,980</u>
	Total Funds	<u>83,113,773</u>



Board of Education Decatur Public School District #61

Date: October 24, 2023	Subject: Treasurer's Report
Initiated By: Dr. Mike Curry, Chief Operational Officer	Attachments: Treasurer's Report September 2023
Reviewed By: Dr. Rochelle Clark, Superintendent	

BACKGROUND INFORMATION:

The attached report details the District's investments and the status of the District's cash as of September 30, 2023.

CURRENT CONSIDERATIONS:

N/A

FINANCIAL CONSIDERATIONS:

N/A

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Treasurer's Report for September 2023 as presented.

RECOMMENDED ACTION:

☒ Approval
☐ Information
☐ Discussion

BOARD ACTION: _____

DECATUR PUBLIC SCHOOL DISTRICT #61
UNAUDITED TREASURER'S REPORT
September 2023

	Cash/Investments as of 08/31/23	Receipts	Disbursements	Change/Interest	Cash/Investments as of 09/30/23
Education	47,944,584.95	14,022,188.73	15,341,443.25	0.00	46,625,330.43
Operations & Maintenance	2,911,802.16	426,724.86	794,981.30	0.00	2,543,545.72
Debt Service	11,796,547.71	974,214.12	0.01	0.00	12,770,761.82
Transportation	3,060,182.94	1,236,468.19	1,367,377.19	0.00	2,929,273.94
IMRF	1,346,370.36	376,881.34	441,104.41	0.00	1,282,147.29
Social Security	1,244,513.48	305,235.36	334,449.67	0.00	1,215,299.17
Capital Projects	6,174,021.69	37,088.99	649,855.74	0.00	5,561,254.94
Working Cash	6,873,695.99	75,669.74	0.00	0.00	6,949,365.73
Tort/Judgment Immunity	5,522,308.55	398,896.80	357,837.94	0.00	5,563,367.41
Fire Prevention & Safety	2,006,985.03	269,291.71	454,442.53	0.00	1,821,834.21
Macon-Piatt Special Education	6,777,100.68	441,800.24	1,578,478.15	0.00	5,640,422.77
Activities	529,194.47	39,812.42	15,594.54	0.00	553,412.35
	96,187,308.01	18,604,272.50	21,335,564.73	-	93,456,015.78

Dr. Mike Curry

10/19/23



Board of Education Decatur Public School District #61

Date: October 24, 2023	Subject: Job Description
Initiated By: Deanne S. Hillman, Interim Director of Human Resources	Attachments: Job Description: Grades K, 1, 2 Instructional Teaching Assistant
Reviewed By: Dr. Rochelle Clark, Superintendent	

BACKGROUND INFORMATION:

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

CURRENT CONSIDERATIONS:

The below job description was updated to align the responsibilities and duties with the expectations of the position.

Grades K, 1, 2 Instructional Teaching Assistant

- Added Toileting

FINANCIAL CONSIDERATIONS:

This position is within current 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: Grades K, 1, 2 Instructional Teaching Assistant

QUALIFICATIONS:

- At least 19 years of age to serve students in prekindergarten through grade 12.
- Beginning January 1, 2023, you may qualify for the ELS-Paraprofessional license by meeting the requirements outlined below at age 18 but only may serve in prekindergarten through grade 8.
- One of the following required:
 - Associate's degree or higher
 - 60 semester hours of coursework
 - High School Diploma or GED and a score of 460 or higher on the [ETS Parapro](#)
 - High School Diploma or GED and the following scores on the [ACT Workkeys](#):
 - Applied Mathematics/Applied Math (with a score of 4)
 - Reading for information/Workplace Documents (with a score of 4)

REPORTS TO: Building Administrator

JOB GOAL: To assist the teacher and work directly with students in order to increase student learning and to provide student supervision during student lunch period.

ESSENTIAL FUNCTIONS:

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

1. Assists all students in their assigned daily academics as instructed by teachers.
2. Assists in grading work and assigning students individual academic work.
3. Helps maintain individual records for each student.
4. Distributes and collects workbooks, papers, and other materials for instruction.
5. Supervises students during lunch period.
6. Alerts the teacher to special needs of individual students.
7. Provides escorts and assistance to students as necessary.
8. Implements changes as needed to meet the individual needs of students.
9. Takes responsibility for student safety education and accident prevention.
10. Reports all unsafe conditions to the school principal promptly.
11. Reports all accidents or injuries to the principal as soon as possible.
12. Supervises and intervenes to regulate student behavior so as to alleviate the risk that inappropriate behaviors will place students or staff at risk of harm.
13. Assists with toileting after proper training.
14. Performs other job related duties as assigned.

TERMS OF EMPLOYMENT: Wages, hours, terms, and conditions of employment pursuant to negotiated agreement.

Approved March 27, 2007

Physical Demands Added 10/2010

Pending BOE Approval 10/24/23

FSLA: Non-Exempt

EVALUATION:

Performance in the position will be evaluated once every two years in accordance with District's plan for evaluation.

Physical Demands

The physical demands described here 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 functions.

- While performing the duties of this job, the employee is regularly required to talk, hear, and see.
- The employee frequently is required to stand, walk, sit; use hands to handle or feel; reach with hands and arms; and stoop, kneel, crouch, or crawl.
- The employee must occasionally lift and/or move up to 30 pounds.
- Specific vision requirements include the ability to see at close range.
- Fine hand manipulation (keyboarding).
- Transportation time spent commuting between sites for meetings, trainings, in-services and home visits.
- The employee may be required to work at multiple District locations if necessary.

Work Environment

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

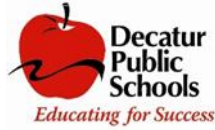
- Internal office space and classroom.
- The noise level in the work environment is usually moderate to high.

Mental Functions

While performing the duties of this job, the employee is regularly required to communicate, instruct, compare, analyze, coordinate, synthesize, evaluate, compute, copy, compile, use interpersonal skills, negotiate and maintain emotional control under stress.

The foregoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities, duties, and skills that may be required.

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



Board of Education Decatur Public School District #61

Date: October 24, 2023	Subject: Job Description Update
Initiated By: Mary Brady, P-12 Director of Teaching and Learning	Attachments: Job Description: Teaching and Learning Strategist
Reviewed By: Dr. Rochelle Clark, Superintendent	

BACKGROUND INFORMATION:

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

CURRENT CONSIDERATIONS:

The below job description was updated to align the responsibilities and duties with the expectations of the position.

- Teaching and Learning Strategist

FINANCIAL CONSIDERATIONS:

This position is within current 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: Teaching and Learning Strategist

PURPOSE: Support the Assistant Superintendent of Teaching and Learning, PreK-12 Director of Teaching and Learning and Building Principal in instructional development/change management and school-level continuous improvement to drive academic achievement for all students.

QUALIFICATIONS:

- A minimum of 5 years of classroom teaching experience
- A minimum of 3 years of experience working with adult learners, including coaching, and designing and facilitating professional development to classroom teachers and school leaders
- Teaching experience in the related content area of support
- Ability to use multiple data sources to set measurable goals and strategically plan to complete the goals
- Ability to drive the creation of relevant reports, presentations and materials to share on sustainable approaches for teaching and learning improvement
- Ability to track and analyze key data to make short and long-term recommendations for teaching and learning improvement
- Ability to define problems, analyze data and develop action plans as part of a continuous improvement cycle aligned to teaching & learning improvement in all DPS schools, Grades PreK through 12
- Excellent communication skills: writing, speaking and listening
- Endorsement in related field required
- Experience with curriculum mapping, unit planning, and formative progress monitoring
- Knowledge of research-based school improvement models and strategies
- Experience and knowledge of Rt-I/ MTSS
- Positive energy
- Ability to handle stress

EDUCATION REQUIRED:

- Graduation from an accredited college or university with a Master's Degree in Education in the related content areas of support preferred
- Education background in the related content area of support
- Curriculum and Instruction Degree preferred
- Educational Leadership Degree or program completion preferred
- Project-Based Learning experience preferred
- Montessori education experience preferred
- STEAM education experience preferred
- English Language Learners experience preferred

Approved 5/12/20

Pending BOE Approval 10/24/2023

LICENSURE:

- Valid standard teaching license (Type 03, Type 09, or Type 10) issued by the Illinois State Board of Education with appropriate grade level and content level endorsements
- Type 75 license issued by the Illinois State Board of Education (or equivalent licensure from outside Illinois), preferred
- Additional licensure, experience, and expertise may be required

REPORTS TO: Assistant Superintendent of Teaching and Learning and P-12 Director of Teaching and Learning.

SUPERVISES: Curriculum & Instruction Coordinators

MAINTAINS LIAISON WITH:

Central Administration
School Staff

ESSENTIAL FUNCTIONS:

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

Under direction and guidance of the Assistant Superintendent of Teaching and Learning, PreK-12 Director of Teaching and Learning and/or Designee:

1. Implements a school and/or District strategic action plan and continuous improvement strategies to drive academic improvement in all DPS school, Grades PreK through 12.
2. Leading Teaching and Learning Strategists with implementing a school strategic action plan and continuous improvement strategies to drive academic improvement in all DPS school, Grades PreK through 12.
3. Builds day to day instructional capacity of Curriculum Coordinators, Classroom Teachers and School Administrators to deliver core District priorities aligned to teaching and learning.
4. Strategically creates and implements a plan to increase student achievement.
5. Plays an integral role in the efforts to horizontally and vertically align all content curriculum and oversees progress monitoring in all DPS schools, Grades PreK through 12.
6. Supports the development of high-quality/effective instruction in all schools.
7. Observes and coaches Classroom Teachers to improve instructional planning, teaching practice, and the use of data, assessment, and instructional technology.
8. Works with Classroom Teachers, Support Staff, and Building Principals to refine and develop common standards-based pacing plans, mid-year, and end of year common assessments for each grade level (when applicable).
9. Works with various teams to facilitate analysis of data provided by diagnostics, common assessments, and formative assessments.
10. Helps Curriculum Coordinators, Classroom Teachers, Support Staff, and Building Principals develop both district-wide, school-wide and classroom academic intervention plans.
11. Works with Assistant Superintendent of Teaching & Learning, Directors of Teaching & Learning and School Administrators to develop policies and school structures that facilitate

Approved 5/12/20

Pending BOE Approval 10/24/2023

the improvement of instruction and the appropriate interventions and supports for students.

12. Supports and delivers guidance on all content using 21st Century learning strategies and techniques.
13. Continuously monitors, tracks and analyzes student achievement data in order to identify needed supports and strategies.
14. Provides differentiated teaching and learning support by working directly with Assistant Superintendent of Teaching & Learning, Directors of Teaching & Learning, Administrators and Teachers in the classroom to model effective, research-based instructional practices, by working collaboratively to drive data-informed instructional planning, and by working with school-based leadership teams to actualize CCSS implementation at the classroom level.
15. Consults and collaborates with Principals, Assistant Principals, School-based Instructional Leadership Teams to develop data-informed strategies to support teaching and learning improvement. These strategies include (but are not limited to): curriculum development, professional development plans, direct support to classroom teachers, student outcome progress monitoring, and student intervention plans.
16. Prepares and presents progress monitoring reports to the Assistant Superintendent of Teaching and Learning, PreK-12 Director Teaching and Learning and/or Designee which will include but not limited to: identifying information of teachers, grade levels of teachers assigned and specific timelines of support provided for teaching and learning improvement, outcomes of teaching and learning support provided to teachers and administrators.
17. Performs multiple, highly complex, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions.
18. Applies assessment instruments; coaching skills; training and workshop skills; operating standard office equipment including using pertinent software applications; and preparing and maintaining accurate records.
19. Performs Algebra and/or Geometry; reads technical information, composes a variety of documents, and/or facilitates group discussions; and analyzes situations to define issues and draws conclusions.
20. Performs the functions of the job which includes but are not limited to: appropriate codes, policies, regulations and/or laws; age appropriate activities; lesson plan requirements; stages of Essential Functions Adapts classroom activities, assignments and/or materials under the direction of the supervising teacher for the purpose of supporting and reinforcing classroom objectives.
21. Participates in a variety of meetings for the purpose of conveying and/or gathering information required to perform functions.
22. Researches best practices in instruction for the purpose of providing current methods and instructional techniques.
23. Works with Assistant Superintendent of Teaching & Learning and Directors of Teaching & Learning to ensure Building Administrators maintain a comprehensive tiered identification process for the purpose of providing help to students who need additional support to achieve academic success.
24. Performs other related duties, as assigned, for the purpose of ensuring the efficient and effective functioning of the work unit.

Approved 5/12/20

Pending BOE Approval 10/24/2023

25. Schedules a number of activities, meetings, and/or events; gathers, collates, and/or classifies data; and uses job-related equipment.
26. Be flexible when working with others in a wide variety of circumstances; works with data utilizing defined but different processes; and operates equipment using standardized methods.
27. Works with a diversity of individuals and/or groups; works with a variety of data; and utilizes job-related equipment.
28. Problem solving is required to analyze issues and create action plans.
29. Problem solving with data requires independent interpretation of guidelines; and problem solving with equipment is limited to moderate.
30. Supports and leads the design, delivery, and facilitation of professional development professional and learning communities.
31. Implements the continuous improvement to affect significant, trackable improvement in teacher performance and student achievement.
32. Plans the necessary time, resources, and materials to support accomplishment of education goals.
33. Provides project support for all Career, College, and Technical Education programming.
34. Provides support and data collection related to Work Force development and post-secondary follow-up and documentation for the District.

GRADE LEVEL: 10C

TERMS OF EMPLOYMENT: This is an Administrative Support position, 240 days per year.

FSLA: Exempt

EVALUATION:

Performance of this job will be evaluated in accordance with the provisions of the Board of Education policy on the evaluation of Administrative Support.

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.

Approved 5/12/20

Pending BOE Approval 10/24/2023

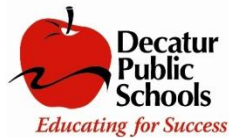
MENTAL DEMANDS:

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: October 24, 2023	Subject: Job Description Updates
Initiated By: Valdimir Talley, Jr., Safety and Security Administrator	Attachments: Lead School Security Officer, Safety and Security Administrator, School Security Floater, and School Security Officer
Reviewed By: Deanne Hillman, Interim Director of Human Resources, Dr. Michael Curry, Chief Operational Officer and Dr. Rochelle Clark, Superintendent	

BACKGROUND INFORMATION:

Human Resource staff and administrators are updating job descriptions for compliance with Federal and State laws, District policies and agreements, and the alignment of the job descriptions with essential duties and expectations of the positions. Dr. Clark reviewed and updated the Safety and Security Administrator job description.

CURRENT CONSIDERATIONS:

The job descriptions referenced below were updated to align the responsibilities and duties with the expectation of the positions:

- Lead School Security Officer
- Safety and Security Administrator
- School Security Officer Floater
- School Security Officer

FINANCIAL CONSIDERATIONS:

These positions are within the current budget.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the updates to the following these Safety and Security Job Descriptions: Lead School Security Officer, Safety and Security Administrator, School Security Officer Floater and School Security Officer as presented.

RECOMMENDED ACTION:

- ☒ Approval
☐ Information
☐ Discussion

BOARD ACTION: _____

TITLE: Lead School Security Officer

QUALIFICATIONS:

- High School Diploma or its equivalent
- Associates Degree or higher preferred
- Previous law enforcement, security and/or educational experience preferred
- Demonstrated knowledge of computerized security systems
- Ability to work with highly confidential information
- Provide evidence that health is adequate to fulfill the job functions and responsibilities, with reasonable accommodation pursuant to Illinois School Code.
- Pass the State required Tuberculosis Test as required by Illinois School Code.
- Meet such alternatives to the above qualifications as the Superintendent may find appropriate and acceptable.

SKILLS:

- Excellent written and verbal communication techniques
- Maintains effective relationships with Staff, Students, and Law Enforcement Agencies
- Functions as a team member
- Exhibits knowledge of Crisis Prevention Intervention techniques
- Proposes, develops, and implements conflict resolution strategies

CHARACTERISTICS:

- Exhibits a personality that demonstrates interpersonal skills to relate well with students, staff, administration, parents and the community.
- Demonstrates the ability to communicate effectively in English, both orally and in writing, using proper grammar and vocabulary.

REPORTS TO:

Safety and Security Administrator
Building Principal

MAINTAINS LIAISON WITH:

Central Administration
Building Administration
Teachers and Staff
Parents and Students
School Security/Liaison Officers

SUPERVISES:

Students, under the authority of the Principal.
Security personnel in conjunction with the Building Administration.

BOE Approved 11/19/2013

Pending BOE Approval 10/24/23

JOB GOAL: To help facilitate a safe and welcoming school environment.

ESSENTIAL FUNCTIONS:

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

1. Monitors the interior/exterior of school buildings using multiple security cameras or on foot.
2. Collects, documents, analyzes, and prepares reports for Administration to support the investigative cycle through security data analysis.
3. Assists in the enforcement of school rules and regulations.
4. Implements the "Emergency Operation Plan" for the school.
5. Liaisons with Building Administration and Resource Officers to create security, evacuation, and all emergency plans.
6. Interacts with the students and faculty to promote an atmosphere of safety within the school.
7. Ensures a smooth traffic flow of students, faculty, and visitors both within and outside the school building, including on-time arrival to class and to assigned locations.
8. Demonstrates patience and emotional detachment in stress filled situations and displays a commanding presence that allows control of the situations.
9. Advises Administration on all matters dealing with security measures.
10. Monitors school facilities for disturbances, fights, unauthorized visitors, or criminal activity. Assesses danger and calls for assistance if necessary.
11. Intervenes in disturbances, utilizing verbal and physical de-escalation techniques to obtain and maintain control of situations, as appropriate, and evaluates the situation to determine proper disposition.
12. Identifies and reports hazardous situations and maintains control of scene while notifying appropriate authorities.
13. Removes disruptive students from classes when needed.
14. Provides crowd control at public gatherings.
15. Provides training relevant to security practices to other school security personnel.
16. Displays ethical and professional behavior in working with Students, Parents, School Personnel, and Outside Agencies associated with the school.
17. Promotes a positive image and acts as a role model for students.
18. Acts as a resource to Students, Parents, and Faculty Members, meeting with them on an as needed basis.
19. Participates in yearly training such as, but not limited to:
 - a. CPI de-escalation
 - b. Mandatory online District Training
 - c. Professional Development associated with the job or District
20. Participates in other appropriate training, in-service and workshop programs.
21. Other job-related duties assigned by Administration.
22. May be required to assume temporary responsibilities of the Department in the absence of the Security Administrator.

BOE Approved 11/19/2013

Pending BOE Approval 10/24/23

TERMS OF EMPLOYMENT:

Salary is based upon qualifications and the established salary schedule. Work year is set in accordance with the attendance days of students plus one additional day for Professional Development. Leads work forty-hour weekly shifts.

FSLA:

Non-Exempt

EVALUATION:

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

PHYSICAL DEMANDS/ENVIRONMENT FACTORS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential responsibilities and functions of the job and are not meant to be all inclusive. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential responsibilities and functions of the job.

Unless reasonable accommodations can be made, while performing this job the staff member shall:

- Use strength to lift, push, pull or cause to be moved items up to 40 pounds to perform the functions of the job.
- Sit, stand and walk for extended periods of time to monitor students and facilities.
- Speak and hear as to be heard a distance of 100 yards
- Use close vision, color vision, peripheral vision and depth perception along with the ability to focus vision.
- Communicate effectively in English, using proper grammar and vocabulary.
- Reach with hands and arms and use hands and fingers to handle objects and operate tools, computers, and/or controls.

MENTAL ENVIRONMENT:

Strong cognitive skills, including problem analysis, decision making and quantitative analysis; ability to read instructions, reports, and computerized data; ability to communicate effectively (verbally and written); ability to operate and learn new technology systems; work under stress, independently, and under pressure of deadlines.

ENVIRONMENTAL DEMANDS:

The environmental demands described here are representative of those that must be met by an employee to successfully perform the essential responsibilities and functions of the job and are not meant to be all inclusive.

- Exposure to a variety of childhood and adult diseases and illnesses.
- Occasional exposure to a variety of weather conditions.
- Exposure to heated/air conditioned and ventilated facilities.

BOE Approved 11/19/2013

Pending BOE Approval 10/24/23

- Exposure to a building in which a variety of chemical substances are used for cleaning, instruction, and/or operation of equipment.
- Exposure to paper dust, normal office noises and road vibrations while driving an automobile.
- Function in a workplace that is usually moderately quiet but that can be noisy and crowded at times.

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TITLE: Safety & Security Administrator

PURPOSE: To establish and maintain safety protocols district-wide which includes, but is not limited to, trainings, drills, establishing evacuation protocols, and reunification sites. To assist in building relationships between students and police. To assist and/or act as a deterrent to school violence.

QUALIFICATIONS:

- Degree in law enforcement, or a related field required.
- 3 years actively or formerly employed in Law Enforcement in the State of Illinois preferred.
- Minimum of 3 years of leadership experience within an educational organization is preferred.
- Background in Diversity, Cultural Competencies, Equity and Inclusion preferred.
- General knowledge of school safety.
- Must possess a valid Illinois Driver's License.
- Experience in both elementary and secondary education preferred.
- Experience in developing strategies to address climate and culture, and leading professional learning experiences for all District Staff as it relates to safety.
- Excellent verbal and written communications as well as strong interpersonal communications.
- Problem-solver and strategic thinker.
- Ability to maintain good working relationships with fellow employees and students.
- Ability to communicate to staff in an acceptable and courteous manner.
- Ability to understand and follow basic oral and written instructions.
- Ability to maintain complete and accurate records and to develop meaningful reports from them.
- Experience in developing and maintaining work schedules preferred.
- Experience in evaluating staff preferred.
- Ability to develop and implement short and long-range plans and progress.
- Knowledge of Microsoft Office programs including Word, Excel, Access, PowerPoint, etc.
- Training in physical restraint preferred.
- Knowledge of security measures, policies, procedures, and crisis management.
- Knowledge of current laws related to safety, security and search & seizure.
- Understanding of the Juvenile Justice System.
- Maintains confidentiality.
- Ability to work independently.
- Knowledge regarding Federal and State Mandates pertinent to this position.

IS A MEMBER OF: District Leadership Team

REPORTS TO: Superintendent or designee

BOE Approval 1/24/2023

PENDING BOE Approval 10/24/23

MAINTAINS LIAISON WITH:

Central Office Administrators
Building Administrators
Local and State Law Enforcement Agencies
School Resource Officer
State and Regional School Security Professionals

ESSENTIAL FUNCTIONS:

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

1. Identifies and participates in safety and de-escalation training needs that will benefit the District as a whole.
2. Acts as an advisor and role model for students and staff.
3. Develops, maintains, and leads a comprehensive District crisis response plan.
4. Coordinates a comprehensive security/school safety program.
5. Plans and coordinates with internal and external personnel in planning a standardized response to critical incidents using the Incident Command System Model.
6. Receives all reports of school crime and criminal incidents occurring on school property and/or incidents off school sites that would have an effect on school safety.
7. Serves as a Liaison with local Law Enforcement.
8. Serves as a liaison and/or chair on committees related to job title.
9. Oversees DPS security and works with the SRO to ensure adequate coverage according to District needs.
10. Serves as an advocate on all matters of Diversity, Equity, and Inclusion as it relates to school safety.
11. Participates in yearly local, national, and/or regional professional opportunities when feasible. Such as, but not limited to:
 - a. Active shooter
 - b. Evacuation
 - c. Reunification
 - d. Stop the Bleed
 - e. CPI De-escalation
 - f. Professional Development associated with the job or District
12. Researches current trends and best practices to establish cohesiveness and collaboration which builds and maintains professionalism within the Security Team and Administrative Teams.
13. Identifies implicit biases and offers strategies to meet the needs of students and staff alike.
14. Assists in cultivating a work environment that values diversity at all levels in the District.
15. Serves as a resource for Building Administrators.
16. Consults with members of the District Leadership Team regarding policies, procedures, and practices.
17. Analyzes information and data necessary to assist the District in developing safety plans in case of evacuations, shelter in place, and/or reunification efforts.

BOE Approval 1/24/2023

PENDING BOE Approval 10/24/23

18. Develops a culture of trust and respect that relates to safety and security.
19. Assists in the climate and culture of the School/District by building relationships inside and outside of the District with Local and State Law Enforcement as well as First Responders .
20. Others duties as assigned by the Board of Education, Superintendent and/or Direct Supervisors.

GRADE LEVEL: 16

TERMS OF EMPLOYMENT: This is a 12-month position. Salary to be based upon salary schedule established by the Board.

EVALUATION:

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

PHYSICAL DEMANDS

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

MENTAL DEMANDS

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

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The Administrator will be working in a busy and occasionally noisy environment. There may be a number of activities and situations happening at once, and the Administrator will have to supervise, or make sure students are supervised at all times.

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BOE Approval 1/24/2023

PENDING BOE Approval 10/24/23

TITLE: School Security Officer Floater

QUALIFICATIONS

- Hold a High School Diploma or its equivalent
- Associates Degree or higher preferred
- Previous security experience preferred
- Provide evidence that health is adequate to fulfill the job functions and responsibilities, with reasonable accommodation pursuant to Illinois School Code.
- Pass the State required Tuberculosis Test as required by Illinois School Code.
- Meet such alternatives to the above qualifications as the Superintendent may find appropriate and acceptable.

SKILLS

- Possesses excellent communication and interpersonal skills
- Functions as a team member
- Exhibits knowledge of Crisis Prevention Intervention techniques
- Proposes, develops, and implements conflict resolution strategies

CHARACTERISTICS

- Exhibits a personality that demonstrates interpersonal skills to relate well with Students, Staff, Administration, Parents and the Community.
- Demonstrates the ability to communicate effectively in English, both orally and in writing, using proper grammar and vocabulary.

REPORTS TO:

Safety and Security Administrator
Building Administration

MAINTAINS LIAISON WITH:

Central Administration
Building Administration
Teachers and Staff
Parents and Students
School Liaison Officers/SROs
Other Security Staff

SUPERVISES: Students, under the authority of the principal.

JOB GOAL: To help facilitate a safe and welcoming school environment.

BOE APPROVAL 9/27/2022

Pending BOE Approval 10/24/23

ESSENTIAL FUNCTIONS:

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

1. Substitute security officer when other school officers are absent.
2. Additional security officer for schools when the need arises.
3. Regular building checks will include but is not limited to,
 - a. Keil (or the location of central office staff)
 - b. Student Services
 - c. PDI
 - d. Building and Grounds
 - e. IT
 - f. Agriculture Center
4. Interacts with the students and faculty to promote an atmosphere of safety within the school and/or office building.
5. Checks areas that can be used as hiding spaces for students.
6. Available before central office staff arrival and during the official end time.
7. Monitors the interior/exterior of buildings using multiple security cameras and/or on foot.
8. Serves as security during Board of Education Meetings.
9. Ensures a smooth traffic flow of students through the hallways, assists students with on-time arrival to class and to assigned locations.
10. Produces and disseminates surveillance footage as necessary.
11. Removes disruptive students from classes when needed.
12. Demonstrates patience and emotional detachment in stress filled situations and displays a commanding presence that allows the officer to attain control of stress filled situations.
13. Provides crowd control at public gatherings.
14. Keeps the Administration advised on all matters dealing with security measures.
15. Watches for disturbances, fights, unauthorized visitors, or criminal activity. Assesses danger and calls for assistance if necessary.
16. Intervenes in disturbances, utilizing verbal and physical skills to obtain and maintain control of situations, as appropriate, and evaluates the situation to determine proper disposition of the situation.
17. Identifies and reports hazardous situations and maintains control of scene while notifying appropriate authorities.
18. Participates in appropriate in-service and workshop programs.
19. Utilizes investigative techniques, as appropriate, in preparation of reports to Administration.
20. Displays ethical and professional behavior in working with Students, Parents, School Personnel, and Outside Agencies associated with the school.
21. Promotes a positive image and acts as a role model for students.
22. Acts as a resource to Students, Parents, and Faculty Members, meeting with them on an as needed basis.
23. Participates in yearly training such as, but not limited to;

BOE APPROVAL 9/27/2022

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- a. CPI de-escalation
 - b. Mandatory on-line District Training
 - c. Professional Development associated with the job or District
24. Other job-related duties assigned by Administration.

TERMS OF EMPLOYMENT: Eleven (11) months. Salary is based upon qualifications and the established salary schedule.

FSLA: Non-Exempt

EVALUATION:

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

PHYSICAL DEMANDS/ENVIRONMENT FACTORS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential responsibilities and functions of the job and are not meant to be all inclusive. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential responsibilities and functions of the job.

Unless reasonable accommodations can be made, while performing this job the staff member shall:

- Use strength to lift, push, pull or cause to be moved items up to 40 pounds to perform the functions of the job.
- Sit, stand and walk for extended periods of time to monitor students and facilities.
- Speak and hear as to be heard a distance of 100 yards
- Use close vision, color vision, peripheral vision and depth perception along with the ability to focus vision.
- Communicate effectively in English, using proper grammar and vocabulary.
- Reach with hands and arms and use hands and fingers to handle objects and operate tools, computers, and/or controls.

MENTAL ENVIRONMENT

Strong cognitive skills, including problem analysis, decision making and quantitative analysis; ability to read instructions, reports, and computerized data; ability to communicate effectively (verbally and written); ability to operate and learn new technology systems; work under stress, independently, and under pressure of deadlines.

ENVIRONMENTAL DEMANDS:

The environmental demands described here are representative of those that must be met by an employee to successfully perform the essential responsibilities and functions of the job and are not meant to be all inclusive.

- Exposure to a variety of childhood and adult diseases and illnesses.

BOE APPROVAL 9/27/2022

Pending BOE Approval 10/24/23

- Occasional exposure to a variety of weather conditions.
- Exposure to heated/air conditioned and ventilated facilities.
- Exposure to a building in which a variety of chemical substances are used for cleaning, instruction, and/or operation of equipment.
- Exposure to paper dust, normal office noises and road vibrations while driving an automobile.
- Function in a workplace that is usually moderately quiet but that can be noisy and crowded at times.

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

TITLE: School Security Officer

QUALIFICATIONS

- Hold a High School Diploma or its equivalent
- Associates Degree or higher preferred
- Previous security experience preferred
- Provide evidence that health is adequate to fulfill the job functions and responsibilities, with reasonable accommodation pursuant to Illinois School Code.
- Pass the State required Tuberculosis Test as required by Illinois School Code.
- Meet such alternatives to the above qualifications as the Superintendent may find appropriate and acceptable.

SKILLS

- Possesses excellent communication and interpersonal skills
- Functions as a team member
- Exhibits knowledge of Crisis Prevention Intervention techniques
- Proposes, develops, and implements conflict resolution strategies

CHARACTERISTICS

- Exhibits a personality that demonstrates interpersonal skills to relate well with Students, Staff, Administration, Parents and the Community.
- Demonstrates the ability to communicate effectively in English, both orally and in writing, using proper grammar and vocabulary.

REPORTS TO:

Safety and Security Administrator
Building Administration

MAINTAINS LIAISON WITH:

Central Administration
Building Administration
Teachers and Staff
Parents and Students
School Liaison Officers

SUPERVISES: Students, under the authority of the Principal.

JOB GOAL: To help facilitate a safe and welcoming school environment.

Approved June 19, 2007

Approved October 9, 2012

Pending BOE Approval 10/24/23

ESSENTIAL FUNCTIONS:

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

1. Interacts with the students and faculty to promote an atmosphere of safety within the school.
2. Ensures a smooth traffic flow of students through the hallways, assists students with on-time arrival to class and to assigned locations.
3. Monitors the interior/exterior of school buildings using multiple security cameras or on foot.
4. Produces and disseminates surveillance footage as necessary.
5. Removes disruptive students from classes when needed.
6. Demonstrates patience and emotional detachment in stress filled situations and displays a commanding presence that allows the officer to attain control of stress filled situations.
7. Provides crowd control at public gatherings.
8. Keeps the Administration advised on all matters dealing with security measures.
9. Watches for disturbances, fights, unauthorized visitors, or criminal activity. Assesses danger and calls for assistance if necessary.
10. Intervenes in disturbances, utilizing verbal and physical skills to obtain and maintain control of situations, as appropriate, and evaluates the situation to determine proper disposition of the situation.
11. Identifies and reports hazardous situations and maintains control of scene while notifying appropriate authorities.
12. Participates in yearly training such as, but not limited to:
 - a. CPI de-escalation
 - b. Mandatory online District Training
 - c. Professional Development associated with the job or District
13. Participates in other appropriate in-service and workshop programs.
14. Utilizes investigative techniques, as appropriate, in preparation of reports to Administration.
15. Displays ethical and professional behavior in working with Students, Parents, School Personnel, and Outside Agencies associated with the school.
16. Promotes a positive image and acts as a role model for students.
17. Acts as a resource to Students, Parents, and Faculty Members, meeting with them on an as needed basis.
18. Other job-related duties assigned by Administration.

TERMS OF EMPLOYMENT:

Salary is based upon qualifications and the established salary schedule. Work year is set in accordance with the attendance days of students.

FSLA: Non-Exempt

Approved June 19, 2007

Approved October 9, 2012

Pending BOE Approval 10/24/23

EVALUATION:

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

PHYSICAL DEMANDS/ENVIRONMENT FACTORS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential responsibilities and functions of the job and are not meant to be all inclusive. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential responsibilities and functions of the job. Unless reasonable accommodations can be made, while performing this job the staff member shall:

- Use strength to lift, push, pull or cause to be moved items up to 40 pounds to perform the functions of the job.
- Sit, stand and walk for extended periods of time to monitor students and facilities.
- Speak and hear as to be heard a distance of 100 yards
- Use close vision, color vision, peripheral vision and depth perception along with the ability to focus vision.
- Communicate effectively in English, using proper grammar and vocabulary.
- Reach with hands and arms and use hands and fingers to handle objects and operate tools, computers, and/or controls.

MENTAL ENVIRONMENT

Strong cognitive skills, including problem analysis, decision making and quantitative analysis; ability to read instructions, reports, and computerized data; ability to communicate effectively (verbally and written); ability to operate and learn new technology systems; work under stress, independently, and under pressure of deadlines.

ENVIRONMENTAL DEMANDS:

The environmental demands described here are representative of those that must be met by an employee to successfully perform the essential responsibilities and functions of the job and are not meant to be all inclusive.

- Exposure to a variety of childhood and adult diseases and illnesses.
- Occasional exposure to a variety of weather conditions.
- Exposure to heated/air conditioned and ventilated facilities.
- Exposure to a building in which a variety of chemical substances are used for cleaning, instruction, and/or operation of equipment.
- Exposure to paper dust, normal office noises and road vibrations while driving an automobile.
- Function in a workplace that is usually moderately quiet but that can be noisy and crowded at times.

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Approved June 19, 2007

Approved October 9, 2012

Pending BOE Approval 10/24/23

RESIGNATION AGREEMENT

This Agreement, made this 24th day of October, 2023, by and between Dr. Derek Jordan (hereinafter “Jordan”) and the Decatur Public School District No. 61 (hereinafter “the Board” or “the District”);

W I T N E S S E T H:

WHEREAS, the District is an Illinois public school district organized pursuant to and subject to the provisions of the Illinois School Code, 105 ILCS 5/1-1, *et seq.*; and

WHEREAS, Jordan has been employed by the Board as an Assistant Principal since July 1, 2021, and is currently employed by the Board as an Assistant Principal pursuant to a one year contract lasting through June 30, 2024; and

WHEREAS, Jordan has, for personal reasons, elected to resign from employment with the District, and the Board wishes to accept his resignation; and

WHEREAS, Jordan has had representation, counsel and guidance at all times relevant hereto, and all matters contemplated by the parties relevant hereto or addressed herein have been fully discussed and examined by each party as to that party’s best interests, and all their respective options have been fully explored by the parties; and

WHEREAS, it is the express intention and desire of the parties to compromise all claims, whether known or unknown, anticipated or unanticipated, liquidated or unliquidated, and to resolve all past and present differences between them; and

WHEREAS, the parties have reached mutually acceptable terms for such resolution and desire to memorialize the same in writing;

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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

2. **Resignation.** Contemporaneously herewith Jordan shall execute an irrevocable letter of resignation effective at the close of business on December 5, 2023, in the form of Exhibit A, which is attached hereto and incorporated herein by reference. Jordan shall resign from all employment with the School District, and also contemporaneously herewith, the Board accepts Jordan's resignation. The parties agree that Jordan shall use all available vacation and personal days prior to his resignation on December 5, 2023.

3. **Consideration.** The parties agree that the terms of this Agreement provide adequate and sufficient consideration.

4. **Release of Board by Jordan.** Jordan hereby agrees to and does for himself and his heirs, executors, administrators, successors and assigns, and each of them, release, remit, remise, acquit and forever discharge the Board, its members (past, present and future), and its employees, agents, successors and assigns, and Decatur Public School District No. 61, from any and all matters of action and causes of action, debts, dues, damages, liabilities, costs, claims, controversies, demands, torts, contracts, agreements, guarantees, indebtedness, obligations, expenses, accountings, warranties and choses in action, in law or in equity, including grievances or unfair labor practices and of every nature and description whatsoever by reason of or in respect to any act, cause, matter, omission, right, duty, injury or thing that may have or has arisen between the

parties at any time prior execution of this Agreement, including anything which may have arisen out of the employment, work, employment relationship of Jordan and Decatur Public School District No. 61, whether known or unknown, suspected or unsuspected, latent or patent, which he has or has at any time heretofore owned or held against the aforesaid parties or Board and including but not limited to:

(a) Any claim, action, cause of action or liability arising under the Civil Rights Act of 1964, as amended, the Illinois Human Rights Act or any or all other federal, state or municipal employment discrimination statute, regulation or ordinance (including but not limited to those claims based upon age, gender, race, religion, national origin, disability or retaliation); and

(b) Any claim, action, cause of action or liability arising under any other federal, state or local statute, law, ordinance or regulation.

5. **ADEA.** Jordan acknowledges and understands that he may have rights under the Older Workers Benefit Protection Act (29 U.S.C. 626, *et seq.*) and/or the Age Discrimination in Employment Act (ADEA), 29 U.S.C. 621, *et seq.*, and explicitly waives knowingly and voluntarily any rights he may have under said Acts. Jordan acknowledges that the general terms of this Agreement were presented to him, through counsel, on October 5, 2023, and that he was provided with twenty-one (21) days, until October 24, 2023, to review and consider same. Jordan further acknowledges that he knowingly and voluntarily elected to shorten the twenty-one (21) day period between presentation of the final written Agreement and his signature hereof on the date below. Jordan shall have seven (7) days from his execution of this Agreement to change his mind and rescind this Agreement. Said revocation shall require written notice to the District Superintendent Dr. Rochelle Clark during said seven (7) day period.

6. **Consideration.** As separate consideration for Jordan's waiver of claims, as set forth in Paragraph 5 hereof, the District agrees to pay Jordan the sum of One and no/100 Dollar (\$1.00).

7. **No Admission.** It is understood that this Agreement is the compromise of disputed claims and that the undertakings and agreements set forth herein are not to be construed as an admission of liability or wrongdoing by or on the part of any party by whom liability or wrongdoing is expressly denied.

8. **Future Employment.** Jordan represents, warrants and agrees that he shall not submit an application for employment to the Board or any entity affiliated with the District, and that in the event such an application shall be made by Jordan, the Board shall be entitled to rely on this Agreement as a legitimate, non-discriminatory and non-retaliatory reason not to hire Jordan. The parties agree that in the event the Board is solicited by a prospective employer of Jordan's, the Board shall provide such prospective employer Jordan's job title, job description, dates of employment, and shall further indicate that Jordan is eligible for hire. The District shall also provide any records allowable under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, upon such request, and/or as otherwise required by law. Notwithstanding the permitted disclosures set forth above, the District shall not be limited in additional or further disclosures to prospective employers. The District shall not challenge any unemployment claim timely filed by Jordan with the Illinois Department of Employment Security (IDES).

9. **Making of this Agreement.** Each of the parties hereto has entered into this Agreement as their free and voluntary act. Each of the parties hereto has had the advice and benefit of counsel in making this Agreement, and knows and fully understands the terms of this Separation Agreement.

10. **Execution.** This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. The Agreement shall be effective when each party hereto shall have signed a counterpart, and a set of counterparts bearing the signatures of each party hereto shall constitute the Agreement as fully as if all the parties shall have signed a single document.

11. **Entirety of Agreement.** This Agreement constitutes the whole and entire Agreement between the parties. No prior agreement, negotiations, relationships, understanding, course of dealing, or usage forms any part of this Agreement.

12. **Effect of Agreement.** This Agreement shall be binding upon the Board, its successors, agents, representatives and assigns, and Jordan, her successors, agents, representatives and assigns.

13. **Complete Understanding.** This Agreement sets forth all the promises, agreements, terms, conditions and understandings between the parties relative to the subject matter hereof, and no other promises, agreements or understandings, either oral or written, express or implied, exist between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Separation Agreement to be executed on the date first written above.

Dr. Derek Jordan

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

By: _____
President

ATTEST:

Secretary

(Date)

Mr. Bill Clevenger, President
Board of Education
Decatur Public School District No. 61
101 West Cerro Gordo Street
Decatur, IL 62523

Dear Mr. Clevenger:

Please accept this letter as my resignation as an administrator and licensed employee of Decatur Public School District No. 61, effective at the close of business on December 5, 2023.

This notice of resignation is irrevocable as of delivery and is subject only to the terms of the Resignation Agreement between the Board of Education of Decatur Public School District No. 61 and myself.

Sincerely,

Dr. Derek Jordan

Exhibit A



Board of Education Decatur Public School District #61

Date: October 24, 2023	Subject: Personnel Action
Initiated By: Deanne Hillman, Interim Director of Human Resources, and the Human Resources Department	Attachments: 6 Pages of Personnel Action
Reviewed By: Dr. Rochelle Clark, Superintendent	

BACKGROUND INFORMATION:

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

CURRENT CONSIDERATIONS:

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

FINANCIAL CONSIDERATIONS:

These positions are in the budget.

STAFF RECOMMENDATION:

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

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION:_____

To: Board of Education
From: Deanne Hillman, Interim Director of Human Resources
Date: October 19, 2023
Board Date: October 24, 2023
Re: Personnel Action

EMPLOYMENT RECOMMENDATIONS

TEACHER:

Name	Position	Effective Date
Abigail Nozaki	Grade 5, Hope Academy	October 16, 2023

TEACHING ASSISTANTS:

Name	Position	Effective Date
Arwen Emmons	Special Ed Assistant, Montessori Academy, 6 hours per day	October 9, 2023
Jessica Moss	Care Room Assistant, American Dreamer, 6.5 hours per day	October 9, 2023

EXTENDED DAY PERSONNEL:

Name	Position	Effective Date
Shantorria Lowery	Non Certified Staff, Parsons	October 11, 2023
Tyris Matthews	Extended Day Security, Dennis Lab	October 16, 2023
Kolade Sessi	Extended Day Security, Stephen Decatur	October 19, 2023

SCHEDULE B PERSONNEL:

Name	Position	Effective Date
Nicole Long	MS Cheerleading Coach, American Dreamer	October 16, 2023
Lyndsay Lemanczyk	Student Council Advisor, Parsons	October 9, 2023
Holly Winter	7th Grade Girls Volleyball Coach, Dennis Lab	November 27, 2023

TRANSFERS**TEACHERS:**

Name	Position	Effective Date
Jill Hubbard	From Math Strategist, PDI to Curriculum & Instruction Coordinator, PDI	October 16, 2023
Denisha Patrick	From ELS Strategist, PDI to Curriculum & Instruction Coordinator, PDI	October 16, 2023
Dennis Robinson	From Middle School Science, Hope Academy to Grade 6, Franklin Grove	November 27, 2023

TEACHING ASSISTANTS:

Name	Position	Effective Date
Malaysia Phillips	From K/2 Assistant, Dennis Lab, 6 hours per day to K/2 Assistant, Hope Academy, 6 hours a day	October 16, 2023
Jennifer Sleeth	From Signing Interpreter Assistant, Montessori Academy, 6 hours per day to K/2 Assistant, Franklin Grove, 6 hours per day	October 30, 2023

SECURITY PERSONNEL:

Name	Position	Effective Date
Ameisha Johnson	From Security Officer, MacArthur to Lead Security Officer, MacArthur	October 16, 2023

OFFICE PERSONNEL:

Name	Position	Effective Date
Andrea Barry	From Secretary to the Director of Teaching & Learning, PDI to Secretary to the Assistant Superintendent, PDI	October 3, 2023

ADMINISTRATIVE SUPPORT:

Name	Position	Effective Date
Brylan Helm	From EMS II, IT to IT Senior Systems Analyst, IT	October 9, 2023

CUSTODIAN:

Name	Position	Effective Date
Richard Brownlow	From 2nd Shift Custodian (All Schools), Buildings & Grounds to 1st Shift Head Custodian, Hope Academy	October 16, 2023

CATEGORY CHANGES:

Name	Position	Effective Date
Shantorria Lowery	From Extended Day Site Coordinator, Pershing to Special Ed Assistant, Pershing, 6.5 hours per day	October 9, 2023
Yolanda Mabry	From Care Room Assistant, Montessori Academy, 6 hours per day to Student Interventionist, Johns Hill	October 16, 2023
Leigh Sinclair	From Special Ed Assistant, Hope Academy, 6 hours per day to Cross Categorical Teacher, Hope Academy	October 10, 2023

RESIGNATIONS**TEACHERS:**

Name	Position	Effective Date
Mary Gannon	Curriculum & Instruction Coordinator, PDI	October 27, 2023
Madison Henke	Grade 3, Johns Hill	October 12, 2023

ADMINISTRATIVE SUPPORT:

Name	Position	Effective Date
Molly Dugger	Student Interventionist, Franklin Grove	October 9, 2023

TEACHING ASSISTANTS:

Name	Position	Effective Date
Taylor Eller	Special Ed Assistant, South Shores	October 11, 2023

Benjamin Evans	Alt Ed Assistant, Alternative Ed	October 18, 2023
Cynthia Grabowski	Special Ed Assistant, Dennis Lab	October 16, 2023

SCHEDULE B:

Name	Position	Effective Date
Josh Lipa	Assistant Baseball Coach, Eisenhower	October 11, 2023
Nicole Long	Cheerleading Coach, Stephen Decatur	October 4, 2023
Thad Olson	Head Baseball Coach, Eisenhower	September 29, 2023
TaCharra Parsons	Assistant Girls Basketball Coach, Eisenhower	May 25, 2023

OUTREACH PERSONNEL:

Name	Position	Effective Date
Quinton Brown	Job Coach, Macon Piatt	October 6, 2023

EXTENDED DAY PERSONNEL:

Name	Position	Effective Date
Maggie Hale	Non Certified Staff, Pershing	October 4, 2023
Raymond Hoffman	Certified Staff, Baum	October 20, 2023
Oluwafunke Odufuwa	Non Certified Staff, Alternative Ed	September 20, 2023
Jersei Ricks	Non Certified Staff, American Dreamer	October 19, 2023
Brittany Thomas	Non Certified Staff, Parsons	October 18, 2023

COMPENSATION RECOMMENDATIONS:

- The following staff members should be compensated for participating in Building Thinking Classrooms on October 6, 2023 at PDI:
 Kelli Murray \$66.64 Alicia Alves \$49.98

Jill Hubbard	\$66.64	Jason Lauritzen	\$49.98
Colleen Veitengruber	\$49.98	Amanda Reeve	\$49.98
Diane Orr	\$49.98	Pamela Blades	\$49.98
Megan Noel	\$49.98	Ashley Franklin	\$49.98
Ann Downey	\$49.98		

- The following staff members should be compensated **\$300.00** for participating in Dennis Move on August 31, 2023 at Dennis Lab:

Ryan McCann	Steve Judson
Ashley Tyler	Emma Morrison
Shannon Carter	Shannon Cook
Kassondra Binion	Julie Lauper
Madeline McDaniel	Amy Gillen
Alex Moody	Kaream Williams
Anna Cheavens	Rachel Dick
Jane Innis	

- The following staff members should be compensated **\$24.99** for participating in New Educator Academy Session 2 on September 20, 2023 at PDI:

Laura Ash	Leah Roark
Mikayla Craw	Susan Snyder
Trena Freeman	Danielle Davis
Mary Gannon	Emily Outzen
Emma Raleigh	

- The following staff members should be compensated **\$33.00** for participating in School Leadership Team on September 14, 2023 at Franklin Grove:

Madison Stark	Melissa Schulz
Blair Paulson	Joshua Fazekas
Carolynn Keizer	

- The following staff members should be compensated **\$33.00** for participating in School Leadership Team on September 18, 2023 at Muffley:

Jessica Meier	Diane Orr
Megan Noel	

- The following staff members should be compensated **\$33.00** for participating in Special Education Team on September 19, 2023 at Muffley:

Jamie Reed	Natalie Gower
Julie Comerford	

- The following staff members should be compensated for participating in Big Ideas Pilot PD on October 12, 2023 at PDI/Virtual:

Pamela Blades	\$16.66	Lauren Gill	\$16.66
---------------	---------	-------------	---------

Leslie Woolsey	\$16.66	Sara Kelly	\$16.66
Mary Evans	\$16.66	Nicole Genet	\$16.66
Melissa Prasun	\$16.66	Jill Hubbard	\$33.32
Melissa Cripe	\$16.66	Kelli Murray	\$41.65

THE HOWARD G. BUFFETT FOUNDATION

September 27, 2023

Decatur Public School District #61
Decatur School Board
101 West Cerro Gordo St.
Decatur, Illinois 62523

Dear Board Members:

Given the Foundation's previous local education investments of over \$19.8 million dollars in grants, programs, and infrastructure improvements, along with the construction of the new Agriculture Building for the benefit the Decatur Public Schools' students, the Howard G. Buffett Foundation, and its affiliates, would like to continue to invest in the education and enhancement of our community's students.

The Howard G. Buffett Foundation (HGBF), and its affiliates, will provide The Decatur Public School District #61 (the "Grantee") with a donation of farm equipment, with an approximate Fair Market Value of \$96,180.00 and further outlined in the attached document.

This farm equipment is restricted for use by the Decatur Public Schools' Dwayne O. Andreas Ag Academy and Future Farmers of America (FFA) programs. The equipment will be stored at the Ag Building located at 3080 S. BUSN Route 51 in Decatur, Illinois, and must be kept at this location, in perpetuity, or for as long as the agriculture programs exist. **The equipment is for the Ag Academy and FFA programs' agricultural use only.**

By accepting this equipment and signing and returning this agreement, you agree to the following terms:

- a) HGBF's delivery of this equipment is contingent upon Grantee's compliance with all terms and conditions of the grant agreement.
- b) Grantee will immediately notify HGBF of any organization changes that may impact implementation of the Grant or the results of the project, including, but not limited to, changes in key personnel for the grant, changes in tax status; or other substantive changes in the Grant or to the Grantee which would impact the project. Based on any of these changes and at the sole discretion of HGBF, this Grant may be immediately terminated and all remaining funds returns to HGBF.
- c) The equipment must be used in a manner that is consistent with the United States Internal Revenue Service regulations and the laws of the United States Government. It is the obligation of the Grantee to understand these regulations and laws.

- d) Grantee acknowledges that HGBF has not designated or earmarked any part of the equipment or its usage (a) for facilitating and/or publishing propaganda or attempting to influence legislation (within the meaning of U.S. Internal Revenue Code Sections 501(h), 4945(d)(1) and 4945(e) and related regulations; these provisions include state, federal or foreign legislation); (b) to influence the outcome of any specific public election of any candidate for public office or (c) to carry on, directly or indirectly, any other activity that is prohibited by a public charity.
- e) HGBF reserves the right to publish information pertaining to this contribution. Grantee is permitted to publicly acknowledge the amount and purpose of the HGBF grant but Grantee cannot use the HGBF name for fundraising purposes and is required to obtain permission from the HGBF in writing if it wishes to use the HGBF name or HGBF logo for any other reason than for purposes of public acknowledgement. Grantee is required to forward a copy of any public acknowledgement to HGBF for our records.
- f) Upon request, Grantee agrees to submit a report confirming how the equipment has been used. All reports should be sent to Charlotte B. Ryan, cbr@hgbfoundation.org with a copy to compliance@hgbfoundation.org.

Following receipt of the equipment, we require that you complete and return the enclosed Acknowledgment of Charitable Contribution form within five (5) business days.

Please contact me directly with any questions.

Best regards,



Charlotte B. Ryan
Vice President of Administration

Attachments

cc: Dr. Rochelle Clark, Superintendent, Decatur Public Schools
Zach Shields, Executive Director, Decatur Public Schools Foundation

**ACCEPTED AND APPROVED AS OUTLINED
ABOVE THIS ____ DAY OF OCTOBER 2023 BY:**

DECATUR SCHOOL BOARD

Bill Clevenger, President

Jason Dion, Vice President

Melissa Bradford, Secretary (ex officio)

Dr. Mike Curry, Treasurer (ex officio)

Alana Banks, Board Member

Dr. Kevin Collins-Brown, Board Member

Mark Reynolds, Board Member

Al Scheider, Board Member

Will Wetzel, Board Member

THE HOWARD G. BUFFETT FOUNDATION

ACKNOWLEDGEMENT OF CHARITABLE CONTRIBUTION

As a representative of my organization, I hereby acknowledge receipt of the charitable contribution made by the Howard G. Buffett Foundation. I certify that no benefit was provided to the Foundation or any person associated with the Foundation in return for this contribution.

*Please print or type information, sign and promptly return by **fax, mail or scanned email attachment** to:*

The Howard G. Buffett Foundation
ATTN: Vice President of Administration
1053 W Rotary Way, Suite A
Decatur, IL 62521
Fax: (217) 421-0205
cbr@hgbfoundation.org

ORGANIZATION NAME: _____

PROJECT TITLE: _____

ESTIMATED TIMELINE OF PROJECT: _____

VALUE OF CONTRIBUTION: _____

NAME OF REPRESENTATIVE: _____

TITLE OF REPRESENTATIVE: _____

SIGNATURE: _____

DATE: _____

Equipment to be Donated to Decatur Public Schools					
Tractors	Serial Number	Notes	Hours	Estimated Value	
John Deere 5525 Tractor	LV5525R454408	Used	1,116.40	\$45,000	
John Deere 563 Loader	P00563C010165	Used	N/A	\$12,100	
Gators					
2012 John Deere 855D Gator	1M0855DSCCM042635	Used	1,314	\$7,500	
2008 John Deere 850D Gator	M0XUVDC020218	Used	624	\$4,000	
Planter					
John Deere 1010 2 Row Planter	1P01010XPCA003057	Used	N/A	\$4,500	
Frontier BD 1307 Drill	XFBD13X900064	Used	N/A	\$18,500	
Tillage					
King Kutter 5' Tiller	1001605414	Used	N/A	\$2,250	
Maintenance Equipment					
John Deere 503 Three Point Mower	W00503x013148	Used	N/A	\$880	
Three Point Bush Hog Turf Mower	ATH720	Used	N/A	\$1,450	

TOTAL

\$ 96,180.00

**Memorandum of Understanding
School Counselor
Caseload Compensation
2023-2024**

WHEREAS the Decatur Education Association (DEA) and the Decatur Public School District 61 (DPS) are desirous of establishing fair compensation for extra duties assigned to counselors in buildings where there are vacant positions.

WHEREAS the counselor shortage has continued, and many positions remain unfilled.

Therefore, it is agreed, by and between DEA and DPS as follows:

School counselors who are completing extra work due to shortages will be compensated at the rate of \$50 per hour, not to exceed five (5) hours weekly so long as shortages remain.

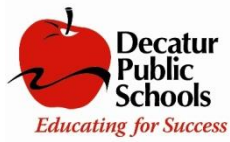
This agreement between DEA and DPS is effective from the first workday for counselors and will remain in effect for the 2023-2024 school year. *Status quo* is explicitly and intentionally waived by the parties so that if there is no agreement to extend this Memorandum of Understanding ("MOU"), it shall be as though this MOU never existed and have no effect beyond the last day of the 2023-2024 school year. Overload and extra work compensation shall revert to the term of the language of the collective bargaining agreement between the parties. There shall therefore be no compensation for overload or extra duty work for counselors except as called for in the collective bargaining agreement, and counselors shall revert to their regular salary set forth therein unless there is written agreement to provide such compensation.

For the District

For the Association

Date

Date



Board of Education Decatur Public School District #61

Date: October 24, 2023	Subject: Raptor Technologies Program Enhancements -Emergency Management and Volunteer Management
Initiated By: Valdimir Talley, Safety and Security	Attachments: <ul style="list-style-type: none">• Raptor Tech 1 Contract Quote Q-75347-1• Raptor Tech 2 Contract Quote Q-77816-1
Reviewed By: Dr. Michael Curry, Chief Operational Officer, and Dr. Rochelle Clark, Superintendent	

BACKGROUND INFORMATION:

Emergency Management Software is utilized to schedule drills and track compliance for State requirements and District policy. The District's current system is underutilized and has been reported as difficult by building level users.

Adding a Volunteer Management System will allow for improved volunteer sign-up processes and more efficient, accurate, and consistent location of documentation.

CURRENT CONSIDERATIONS:

The use of a singular Emergency Management Suite will provide combined software to support the District's emergency management scenarios including notification of upcoming drills, visitor management, and volunteer management programs. The software suite electronically monitors and records information about drills, streamlines the volunteer process, and monitors visitors entering District schools and buildings. The volunteer management addition would release HR personnel from current paper-based volunteer time consuming tasks.

FINANCIAL CONSIDERATIONS:

This Emergency Management Suite includes a start-up cost of \$15,202 with a recurring cost of \$38,808, which includes 20 District sites and the initial start-up cost for the volunteer management tool is \$11,955 with a recurring cost of \$8,820. Funding was budgeted.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the quotes for the RAPTOR Enhancement Contracts as presented.

RECOMMENDED ACTION:

☒ Approval
☐ Information
☐ Discussion

BOARD ACTION: _____



Quote #: Q-75347-1
Date: 2/16/2023 2:30 PM
Expires On: 11/30/2023
Federal Tax ID #: 45-4914152

To:
Decatur School District 61
101 W. Cerro Gordo Street
Decatur, IL 62523
United States

From:
David Earthman
dearthman@raptortech.com

Subscription Term: 15 Months Billing Frequency: Prorated

PRODUCT	DESCRIPTION	UNIT PRICE	UNIT DISC	QTY	TOTAL
Raptor Emergency Management	Raptor Emergency Management Suite Annual Access Fee (per site license). Includes Raptor Alert, Raptor Link, Drill Manager, Accountability and Reunification. Renewal Fee is due on the anniversary month of purchase. Raptor technical support is included.	USD 1,980.00	USD 39.60	20	USD 9,702.00
Raptor Connect	Allows configuration for external systems to connect to Raptor Alert through a bi-directional API.	USD 0.00	USD 0.00	1	USD 0.00
Emergency Management Implementation	One-time implementation fee (per site license).	USD 175.00	USD 0.00	20	USD 3,500.00
Emergency Management Basic Training	Remote Training for Emergency Management.	USD 4,000.00	USD 2,000.00	1	USD 2,000.00
SUBTOTAL:					USD 17,400.00
DISCOUNT:					USD 2,198.00
TOTAL:					USD 15,202.00

RECURRING COSTS IN THIS QUOTE: USD 38,808.00

Quote Notes:

Customer pays prorated cost for 3months, from October-December. Regular reoccurring cost will begin January 1st 2024, and align with current Visitor Management license billing.

You may sign electronically; or you may print, sign and scan all pages of the document and email to dearthman@raptortech.com or fax to 713-880-2577.

Issuing a purchase order for payment? Please email to dearthman@raptortech.com.

Remit check payments to: Dept. 141, P.O. Box 4458, Houston, TX 77210-4458.

For any other questions, email accounting@raptortech.com.

To order additional or replacement equipment and supplies with a credit card, visit www.shop.raptortech.com.



PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT

EFFECTIVE DATE: 8/31/2023

INITIAL TERM: 15 months

This Purchase and Subscription Services Agreement (the "Subscription Agreement") is made effective as of the Effective Date set forth above and is by and between Raptor Technologies, LLC, having offices at 2900 North Loop W, Suite 900, Houston, Texas 77092 ("Raptor"), and Decatur School District 61, having office at 101 W. Cerro Gordo Street, Decatur, IL 62523 ("Customer"). This Subscription Agreement, the Terms (defined below), all Invoices and all other exhibits, schedules and terms and conditions referenced by or in this Subscription Agreement and the Terms together constitute the "Agreement" and govern the relationship between the Parties with respect to any Raptor Services. Each of Raptor and Customer are referred to as a "Party" and collectively as the "Parties." In consideration of the mutual covenants and conditions set forth below, Raptor and Customer agree as follows:

"**Terms**" means the Raptor Technologies, LLC Purchase and Subscription Services Agreement Terms and Conditions in effect as of the time of execution of this Subscription Agreement, a copy of which can be found at <https://raptortech.com/wp-content/uploads/2022/05/Raptor-Online-Terms-and-Conditions-Form-May-2022.pdf>.

Access Grant to Raptor Services. Subject to Customer's compliance with the terms and conditions contained in this Agreement, Raptor grants to Customer a non-exclusive, non-transferable, non-sublicenseable, revocable right to allow Customer to access and use the Raptor Platform and Annual Subscription Services during the Term (as defined in Section 5.2 (Renewal Terms) of the Terms) as set forth in the attached quote.

Fees. Customer will pay to Raptor the fees which may include the Annual Software Access Fee and Annual Subscription Services Fees ("Annual Subscription Fees") and one-time purchases of equipment, supplies and services as set forth in the attached Quote and on an invoice during the Term. For an annual subscription billing during the Term, the Annual Subscription Fee may be increased from the previous annual period by the higher of the change in the CPI Index for the preceding 12 months or five percent (5%).

Payment Terms. Fees are due and payable within 30 (thirty) days of Customer's receipt of the applicable Invoice. All amounts payable by Customer to Raptor hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). Customer will be solely responsible for payment of any Taxes, except for those taxes based on the income of Raptor. Customer will provide Raptor its state-issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional Taxes at any time, Customer and not Raptor will be solely responsible for payment of such additional Taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Customer will not withhold any Taxes from any amounts due Raptor. Should Customer be required under any applicable law or regulation, to withhold or deduct any portion of the payments due to Raptor hereunder, then the sum due to Raptor will be increased by the amount necessary to yield to Raptor an amount equal to the sum Raptor would have received had no withholdings or deductions been made.

Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the Terms, prior to the execution of this Subscription Agreement. Unless otherwise specified, capitalized terms in this Subscription Agreement have the same meaning as those in the Terms.

BY SIGNING BELOW, EACH PARTY REPRESENTS IT HAS READ AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

RAPTOR TECHNOLOGIES, LLC

Decatur School District 61

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Quote #: Q-77816-1
Date: 4/21/2023 10:40 AM
Expires On: 11/30/2023
Federal Tax ID #: 45-4914152

To:
Decatur School District 61
101 W. Cerro Gordo Street
Decatur, IL 62523
United States

From:
David Earthman
dearthman@raptortech.com

Subscription Term: 15 Months Billing Frequency: Prorated

PRODUCT	DESCRIPTION	UNIT PRICE	UNIT DISC	QTY	TOTAL
Raptor Volunteer Management	Raptor Volunteer Management Annual Software Access Fee (per site license). Renewal fee is due on the anniversary month of purchase.	USD 450.00	USD 9.00	20	USD 2,205.00
Implementation Fee	One-time fee for implementation (per location).	USD 175.00	USD 0.00	20	USD 3,500.00
Remote Training	Remote web and phone-based training.	USD 2,500.00	USD 1,250.00	1	USD 1,250.00
Volunteer Application Screening (Background Check Level 1)	Volunteer Application Background Level 1 Screening	USD 5.00	USD 0.00	1,000	USD 5,000.00
SUBTOTAL:					USD 13,250.00
DISCOUNT:					USD 1,295.00
TOTAL:					USD 11,955.00

RECURRING COSTS IN THIS QUOTE: USD 8,820.00

Quote Notes:

Cost is prorated to begin October 1st - December 31st 2023. Regular reoccurring cost will begin and be billed Jan 1st, 2024, to run concurrent with Visitor Management licensing

You may sign electronically; or you may print, sign and scan all pages of the document and email to dearthman@raptortech.com or fax to 713-880-2577.

Issuing a purchase order for payment? Please email to dearthman@raptortech.com.

Remit check payments to: Dept. 141, P.O. Box 4458, Houston, TX 77210-4458.

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To order additional or replacement equipment and supplies with a credit card, visit www.shop.raptortech.com.



PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT
EFFECTIVE DATE: 8/31/2023
INITIAL TERM: 15 months

This Purchase and Subscription Services Agreement (the "Subscription Agreement") is made effective as of the Effective Date set forth above and is by and between Raptor Technologies, LLC, having offices at 2900 North Loop W, Suite 900, Houston, Texas 77092 ("Raptor"), and Decatur School District 61, having office at 101 W. Cerro Gordo Street, Decatur, IL 62523 ("Customer"). This Subscription Agreement, the Terms (defined below), all Invoices and all other exhibits, schedules and terms and conditions referenced by or in this Subscription Agreement and the Terms together constitute the "Agreement" and govern the relationship between the Parties with respect to any Raptor Services. Each of Raptor and Customer are referred to as a "Party" and collectively as the "Parties." In consideration of the mutual covenants and conditions set forth below, Raptor and Customer agree as follows:

"**Terms**" means the Raptor Technologies, LLC Purchase and Subscription Services Agreement Terms and Conditions in effect as of the time of execution of this Subscription Agreement, a copy of which can be found at <https://raptortech.com/wp-content/uploads/2022/05/Raptor-Online-Terms-and-Conditions-Form-May-2022.pdf>.

Access Grant to Raptor Services. Subject to Customer's compliance with the terms and conditions contained in this Agreement, Raptor grants to Customer a non-exclusive, non-transferable, non-sublicenseable, revocable right to allow Customer to access and use the Raptor Platform and Annual Subscription Services during the Term (as defined in Section 5.2 (Renewal Terms) of the Terms) as set forth in the attached quote.

Fees. Customer will pay to Raptor the fees which may include the Annual Software Access Fee and Annual Subscription Services Fees ("Annual Subscription Fees") and one-time purchases of equipment, supplies and services as set forth in the attached Quote and on an invoice during the Term. For an annual subscription billing during the Term, the Annual Subscription Fee may be increased from the previous annual period by the higher of the change in the CPI Index for the preceding 12 months or five percent (5%).

Payment Terms. Fees are due and payable within 30 (thirty) days of Customer's receipt of the applicable Invoice. All amounts payable by Customer to Raptor hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). Customer will be solely responsible for payment of any Taxes, except for those taxes based on the income of Raptor. Customer will provide Raptor its state-issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional Taxes at any time, Customer and not Raptor will be solely responsible for payment of such additional Taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Customer will not withhold any Taxes from any amounts due Raptor. Should Customer be required under any applicable law or regulation, to withhold or deduct any portion of the payments due to Raptor hereunder, then the sum due to Raptor will be increased by the amount necessary to yield to Raptor an amount equal to the sum Raptor would have received had no withholdings or deductions been made.

Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the Terms, prior to the execution of this Subscription Agreement. Unless otherwise specified, capitalized terms in this Subscription Agreement have the same meaning as those in the Terms.

BY SIGNING BELOW, EACH PARTY REPRESENTS IT HAS READ AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

RAPTOR TECHNOLOGIES, LLC

Decatur School District 61

Signed: _____

Signed: _____

Name: _____

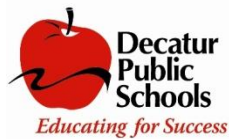
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Board of Education Decatur Public School District #61

Date: October 24, 2023	Subject: MOTOTRBO ION Two-way Radio
Initiated By: Valdimir Talley, Safety and Security	Attachments: BECKTECH Quotation
Reviewed By: Dr. Michael Curry, Chief Operational Officer, and Dr. Rochelle Clark, Superintendent	

BACKGROUND INFORMATION:

The District currently operates an aged out two-way radio system which is over 15 years old, and the system severely obstructs an immediate safety response. Radio communication in real-time is critical to both the security workforce and to overall public safety.

CURRENT CONSIDERATIONS:

MOTOTRBO ION is a professional digital mobile radio system to increase safety, advanced workplace communications, and would be reliable when needed by officers. This device has a rugged design, brings elements of unprecedented advancements in push-to-talk technology (PTT), and functions within the current system, but will allow for growth as the District improves the current infrastructure.

FINANCIAL CONSIDERATIONS:

The cost of forty (40) radios is \$106,500. Funding was budgeted.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the purchase of forty (40) MOTOTRBO ION two-way radios from BECKTECH as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____



Beck Tech Inc.
645 S. Franklin St.
Decatur, IL 62521
Phone: 217-428-7000
Fax:

Page 1

QUOTATION

139000124

Bill To:

Decatur Public School Dist.
101 W Cerro Gordo
Decatur, IL 62523

Ship To:

Decatur Public School Dist.
101 W Cerro Gordo
Decatur, IL 62523

Contact: Accounts Payable

Contact #:

Email: acctspay@dps61.org

Date: 07/24/2023		Customer Rep: Hunter York		Terms: Payment Upon Receipt	
Qty	Description			Unit Price	Extended

DUE TO COVID 19 RESTRICTIONS CAUSING SO MUCH MARKET VOLATILITY, CERTAIN ELECTRONIC EQUIPMENT MAY HAVE SIGNIFICANT SHIPMENT DELAYS OR MAY BE UNAVAILABLE WITHOUT ANY INFORMATION ABOUT FUTURE AVAILABILITY. BECK TECH WILL DO EVERYTHING POSSIBLE TO EXPEDITE ANY AND ALL PRODUCTS/SERVICES. HOWEVER, WITH MULTIPLE VENDORS/MANUFACTURER'S HAVING SIMILAR DELAYS, MUCH OF THIS IS OUT OF OUR CONTROL. WE ARE ADVISING ALL ALL CUSTOMERS TO PLACE THEIR ORDERS IMMEDIATELY TO HELP ENSURE THAT THEIR PRICES ARE LOCKED IN AND DELIVERY OF EQUIPMENT CAN BE GUARANTEED TO BE HERE ON TIME. DUE TO THIS EXTREME MARKET VOLATILITY WE CAN NO LONGER HOLD PRICING ON QUOTATIONS. BEFORE WE FINALIZE ANY QUOTATION WE WILL DO A MARKET CHECK TO INSURE AVAILABILITY AND FINAL PRICING. WE APPRECIATE YOUR UNDERSTANDING DURING THESE DIFFICULT TIMES.

40	MOTOTRBO ION Two-Way Radio 1000-Channel UHF Package MSRP Price: \$3,254 Beck Tech Customer Loyalty discount price: \$2,620	2,620.00	104,800.00
40	MOTOTRBO ION Two-Way Radio 1000-Channel UHF 400-503, CBRS, Wifi, BT, LTE	0.00	0.00
40	ADD: RM780 GCAI REMOTE SPEAKER MIC	0.00	0.00
40	"ADD: UHF STUBBY 6CM ANTENNA, 440-490MHZ"	0.00	0.00
40	STANDARD BATTERY	0.00	0.00
40	STANDARD MODEL BOX	0.00	0.00
40	STANDARD CARRY HOLSTER	0.00	0.00
40	"STANDARD CHARGER, US PLUG"	0.00	0.00
40	STD:MOTOTRBO ION CODEPLUG OPTION_NA	0.00	0.00
40	Radio Programming	40.00	1,600.00
1	Shipping and Handling	100.00	100.00



Beck Tech Inc.
645 S. Franklin St.
Decatur, IL 62521
Phone: 217-428-7000
Fax:

Page 2

QUOTATION

139000124

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101 W Cerro Gordo
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Contact: Accounts Payable

Contact #:

Email: acctspay@dps61.org

Date: 07/24/2023		Customer Rep: Hunter York		Terms: Payment Upon Receipt	
Qty	Description			Unit Price	Extended

Costs for Premium wages are not included in this proposal. Beck Tech's standard working hours are 8am to 5pm, Monday through Friday excluding holidays. Use of this quotation is based upon the understanding that Beck Tech, a Barbeck Company has necessarily assumed certain conditions in order to arrive at its best estimate for doing the work. In the event that actual conditions vary significantly from our assumptions made at the time of the quotation, then a fair adjustment to the price is expected.

These include but are not limited to:

- Physical conditions significantly different that could not be determined from a reasonable inspection of the Worksite and/or information supplied by customer.
- Inability to start or have reasonable uninterrupted access for Beck Tech until work is completed.
- Reasonable prompt resolution of any questions that may arise in the course of the work, including necessary approvals by the customer or its agents.
- Terms are AS STATED ON THE INVOICE and late charges will be assessed for invoices paid outside of terms.

Thank you for the opportunity to offer this estimate. Please contact us at our main office if you have questions at 217-428-7000.

Subtotal : \$106,500.00

Applicable taxes are not included

Signature: _____

PO Number: _____

Date: _____



Board of Education Decatur Public School District #61

Date: October 24, 2023	Subject: Finals Site Website and ParentLink Mass Notification System Three (3) Year Renewal Agreement
Initiated By: Maurice Payne, Director of Information Technology, Maria Robertson, Director of Community Engagement and Denise Swarthout, Chief Communications Officer	Attachments: Finals Site Software & Services Product and Pricing Contract and Finals Site Master Terms & Conditions for Services
Reviewed By: Dr. Jay Marino, Assistant Superintendent of Support Services, and Dr. Rochelle Clark, Superintendent	

BACKGROUND INFORMATION:

Finalsite acquired Blackboard in 2021 just after the district began the design process for a new website template. Finalsite is the software company providing key communications and website services. Finalsite/Blackboard has been the district's provider for these services for the last nine school years. The agreement renews the following items: 1) the district's website and school website pages, 2) ParentLink, the mass communication notification system, and 3) the District's mobile app for the next three years.

CURRENT CONSIDERATIONS:

This purchase includes products previously renewed in our last agreement: Social Media Manager, Mobile Communication Application, integrating data from SIS (student) & iVisions (staff) for mass notifications, increased text (SMS) character capacity, and Video Publishing capabilities on websites.

FINANCIAL CONSIDERATIONS:

This renewal of services is being funded under the existing IT budget for the three fiscal years, beginning July 1, 2024 and ending June 30, 2027. Administration recommends a multi-year agreement to lock in the renewal rate for products and services used specifically and heavily by the Communications Department. The total cost for the three-year contract is \$212,493 with a payment schedule as follows:

- Period one (July 1-2024-June 30 2025): \$69,378
- Period two (July 1-2025-June 30 2026): \$70,812
- Period three (July 1-2026-June 30 2027): \$72,303

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the three-year contract with Finalsite: Website, ParentLink, and mobile app in the total amount of \$212,493 as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____



Finalsite Master Terms and Conditions

U.S. EDUCATION AGENCIES

THESE MASTER TERMS AND CONDITIONS ("MASTER TERMS") APPLY TO ALL SERVICES MADE AVAILABLE TO THE CUSTOMER BY ACTIVE INTERNET TECHNOLOGIES, LLC, dba FINALSITE, A CONNECTICUT LIMITED LIABILITY COMPANY HAVING A PRINCIPAL PLACE OF BUSINESS AT 655 WINDING BROOK DRIVE, GLASTONBURY, CONNECTICUT 06033 AND ITS OPERATING AFFILIATES INCLUDING SCHOOLADMIN LLC, SCHOOLPOINT, INC. AND FINALSITE HOLDINGS (UK) LIMITED (COLLECTIVELY, "FINALSITE"). THE "CUSTOMER" IS A SCHOOL DISTRICT OR OTHER EDUCATION AGENCY WHICH ENTERS INTO AN ORDER WITH FINALSITE PURSUANT TO THESE MASTER TERMS. EACH ORDER EXECUTED BY THE PARTIES FORMS A SEPARATE CONTRACT BETWEEN WHICH INCORPORATES AND IS GOVERNED BY THESE MASTER TERMS (FINALSITE AND CUSTOMER ARE SOMETIMES COLLECTIVELY REFERRED TO AS THE "PARTIES").

These Master Terms, together with each fully executed Order and Statement of Work, any applicable Services Rider containing terms and conditions specific to any Services and any additional contract documents agreed in writing between the Parties (collectively, the "Customer Contract Documents"), forms the contract between Finalsite and the Customer (collectively, the "Agreement").

In the event of any conflict between the terms and conditions of these Master Terms and the terms and conditions of any Order, the terms and conditions of the Order shall control with respect to such Order. In the event of any conflict between the terms and conditions of these Master Terms and the terms and conditions of any Services Rider, the terms and conditions of the Services Rider shall control with respect to the relevant Services. **In the event of any conflict between the terms and conditions of these Master Terms and the terms and conditions of the Customer Contract Documents, the terms and conditions of the Customer Contract Documents shall control.**

1. Ordering Services.

1.1 Services Generally. Finalsite agrees to provide the Customer the services (collectively, "Services") described in a mutually agreed ordering document signed by the Parties (each an "Order"). Services may include access to certain software applications and other technology of Finalsite, including hosting, regular support and maintenance any and all regular updates, enhancements, error corrections, bug fixes, and modifications which are made generally available by Finalsite to its customers (collectively, "SaaS Services") and certain professional services, including deployment of the SaaS Services and other professional services, such as website design, training and consulting services (collectively, "Professional Services"). Specific Services are also subject to the terms and conditions included in the Order. The Customer shall only have the right to receive those Services specified in the relevant Order during the duration stated therein. Subject to the terms and conditions of this Agreement, Finalsite shall make the relevant Services available to the Customer on the Effective Date of the applicable Order. In the course of Finalsite providing Services, Finalsite may utilize its employees, affiliates, subcontractors and third party service providers ("Representatives") to provide their services to Finalsite as part of Finalsite's provision of Services to the Customer. Finalsite's Representatives include third parties who provide back-up, hosting, support and business recovery services. Finalsite remains responsible for the acts of its Representatives under this Agreement.

2. Usage Rights and Restrictions.

2.1 Usage Rights – SaaS Services. Subject to the terms of this Agreement, Finalsite grants the Customer the right to access and use the SaaS Services described in each Order solely by the Customer's employees, faculty, administrators, students, parents of students, alumni and/or third party service providers who are authorized by the Customer to use the SaaS Services on the Customer's behalf (collectively, "Authorized Users"). With respect to public-facing content which the SaaS Services display on behalf of the Customer, Authorized Users include individuals who access screen displays of the SaaS Services on a remote, web-enabled basis in order to view the content which the Customer has chosen to display to the public. The Customer and its Authorized Users shall access the SaaS Services solely via Finalsite's hosted portal. The Customer shall have no other access to any Finalsite technology and shall not be entitled to download or otherwise receive a copy of the SaaS Services. Due to the nature of a SaaS delivery model, the SaaS Services to which the Customer is provided access will be the then-current version of such SaaS Services which is made available by Finalsite to its customers generally. The Customer shall be liable for the acts and omissions of its Authorized Users relating to this Agreement and use of the SaaS Services. Finalsite reserves to itself all rights not expressly granted pursuant to this Agreement.

2.2 Restrictions. The Customer and its Authorized Users shall not (i) access or use the Services beyond the

term and specific scope limitations forth in the relevant Order; (ii) modify, copy, transfer, translate or create any derivative works based on the SaaS Services; (iii) override or attempt to override or circumvent any security feature, control or usage limits with respect to the SaaS Services; (iv) remove or alter any copyright notices, trademarks or other proprietary rights notices contained on or within (or in any materials provided by Finalsite in connection with) the Services; (v) resell or sublicense the Services or use the SaaS Services to provide any services on behalf of any third parties; (vi) violate any applicable law, regulation, order, decree or judgment in connection with the use of the Services, including any content and data utilized thereby; (vii) use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the SaaS Services, Finalsite's systems or any software applications deployed by or accessible via integration with Finalsite; or (viii) attempt to gain access to the SaaS Services or any Finalsite systems in a manner not expressly authorized in the Agreement. The Customer shall take all reasonable precautions to prevent any virus or other malicious code from compromising the SaaS Services and/or Finalsite systems, including implementing other industry-standard security protections for any browsers used to access the SaaS Services. The Customer shall only enable access to and allow use of the Services in accordance with the express terms of the Agreement. Additional usage limitations or restrictions may be imposed on the Customer's use of the Services in the relevant Order, including limitations on bandwidth and storage.

2.3 Analytics. The Customer acknowledges that Finalsite may track usage of the SaaS Services by the Customer and its Authorized Users (by use of Google Analytics and other similar means) for purposes of providing, enhancing and maintaining its service offerings, collecting and analyzing cookies and other metadata, for analytical, statistical or benchmarking purposes and for creating analytics related to the use of the SaaS Services by Finalsite customers ("Analytics Data"). Analytics Data is created and maintained on an anonymized basis and does not identify individual data subjects. All right, title and ownership of Analytics Data (including all derivative works thereof) is and shall remain solely and exclusively vested in Finalsite.

3. Service Levels.

3.1 Finalsite will provide the SaaS Services in accordance with the Service Level Agreement ("SLA") available at <https://www.finalsite.com/servicelevels>, as may be amended from time to time in a manner that does not materially degrade the service levels set forth therein.

4. Professional Services.

4.1 Statement(s) of Work. The Parties may also enter into a Statement of Work (each, a "SOW") to describe the scope of certain Professional Services and specific terms and dependencies relating to those Professional Services. In order to be effective, a SOW must be signed by both Parties and reference the applicable Order. Any modifications or changes to the Services following execution of a SOW must be evidenced by a mutually acceptable amendment signed by both Parties.

4.2 Limitations/ Cooperation. Any timetable set forth in a SOW, Order or other project document is a good faith estimate which is dependent on, among other factors, the Customer's provision of appropriate information, cooperation, assistance, and tasks, including those items which may be identified as the responsibility of the Customer in the SOW. Subject to Section 7.02 of these Master Terms, the Customer shall provide Finalsite access to the Customer's logos and trademarks and other content as may be necessary for Finalsite to perform the Professional Services described in an Order.

4.3 Professional Services Representations and Warranties. Finalsite will provide all Professional Services in a professional and workmanlike manner and in accordance with any and all descriptions or requirements set forth in an applicable SOW. If deliverables are provided as part of the Professional Services and those deliverables do not conform in all material respects to any applicable specifications and other requirements described in the applicable Order or SOW, the Customer shall give Finalsite written notification of the deficiency or non-conformance within thirty (30) days after delivery of such Services. Finalsite then shall, within thirty (30) days of receipt of such written notification, use commercially reasonable efforts to correct the deficiency. The Customer shall provide such support and assistance as reasonably requested by Finalsite to discover the cause or a cure for the reported deficiency or non-conformance.

4.4 E-Verify. Finalsite agrees that it shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees engaged to perform Professional Services during the term of this Agreement.

4.5 Conflicts of Interest/ Anti-Corruption. Finalsite agrees that it will not knowingly engage in transactions which conflict with the interests of the Customer and shall abide by a high standard of ethical conduct in the formation of this Agreement and providing Services hereunder. In particular, Finalsite will not pay kickbacks directly or indirectly to any Customer employee for the purpose of

obtaining this or any other agreement with the Customer and agrees to cooperate fully with any investigation involving a possible violation of this Section. Finalsite has provided Customer's employees or Representatives no fees, gifts, gratuities, compensation, or anything of value in violation of applicable law in connection with this Agreement.

5. Maintenance and Support.

5.1 Scope. Finalsite shall provide maintenance and support of the SaaS Services, including provision of and all regular updates, enhancements, error corrections, bug fixes and modifications to the SaaS Services in accordance with Finalsite's then-current standard support policies and practices as and when made available to customers generally. Finalsite supports the Customer's browser access to the SaaS Services utilizing the then-current version and one prior version of Internet Explorer, Microsoft Edge, Safari, Chrome or Firefox. Certain Support Services are accessible through the "Help" section located in the Customer's interface to the SaaS Services. Finalsite reserves the right to discontinue any Service during the Term for any reason, but in such event Finalsite will notify Customer and, as Customer's sole and exclusive remedy, Finalsite will provide a pro-rata refund for any unused portion of the discontinued Services.

5.2 Enhanced Support. Certain support Services (such as expedited or "priority" support) may be purchased by the Customer under an Order, and, in such event, the terms and conditions of such Support Services, and associated fees, shall be as described in the applicable Order.

6. Third Party Technology.

6.1 Third Party Technology. Finalsite may utilize certain software or other technology of third parties (collectively, "Third Party Technology") in connection with its provision of the SaaS Services. The SaaS Services may be used to enable the Customer to interact with and/or utilize certain Third Party Technology, such as payment processing, online chat services, site translation services, accessibility overlay solutions, font and typography services, and any web service, website, social media platform or online library that enables functionality within a webpage displayed by the SaaS Services. Finalsite shall be responsible for enabling interoperability between the SaaS Services and the Third Party Technology described in the relevant Order. Except for the foregoing, the Customer is solely responsible and liable for the Customer's access to or use of any Third Party Technology.

7. Ownership.

7.1 Customer Materials. As between the Customer and Finalsite, Customer Materials are the sole and exclusive property of Customer. "Customer Materials" means, collectively, all data and materials (including text and images) that the Customer and its Authorized Users input, post, submit, or otherwise provide to Finalsite while utilizing the Services and in connection with Finalsite's provision of Services under this Agreement; and Customer's logos and trademarks. The Customer shall be solely responsible and liable for the content, accuracy or completeness of all Customer Materials (including monitoring the content of Customer Materials posted on the SaaS Services), and for any infringement of any third party intellectual property rights resulting from by any Customer Materials.

7.2 Use of Customer Materials. During the Term of this Agreement, Customer grants to Finalsite and its Representatives a non-exclusive, royalty-free license to access, modify, reproduce, display, combine, copy, store, transmit, distribute, and otherwise use the Customer Materials for purposes of performing Finalsite's obligations hereunder. Subject to the terms of the Agreement and to the extent permitted by applicable law, Customer authorizes Finalsite and its Representatives to access and process Customer Materials in countries other than the jurisdiction from which the Customer Materials were originally collected. Finalsite shall not use Customer Materials except as authorized under this Agreement (including the applicable DPA) and to the extent required, or permitted, by applicable laws or regulations.

7.3 Services. As between the Customer and Finalsite, Finalsite owns all right, title, and interest in and to: (a) the SaaS Services, including the underlying software applications and technology and all application program interfaces ("API's") provided or made available by Finalsite in connection therewith; (b) all documentation, materials, work product and deliverables resulting from or related to the Services; and (c) all enhancements, modifications, updates, upgrades and derivative works thereof and all Intellectual Property Rights in any of the foregoing. Any enhancements, modifications, derivative works or any other intellectual property created directly or indirectly using or referring to the SaaS Services or components thereof, whether created solely by the Customer, a third party on behalf of the Customer, or jointly by the Customer and Finalsite or a third party on either party's behalf, belong exclusively to Finalsite, and the Customer hereby irrevocably assigns all rights therein, including all Intellectual Property Rights to Finalsite. For purposes of these Master Terms, "Intellectual Property Rights" means collectively all intellectual or industrial property rights recognized now or in the future under the laws of any jurisdiction throughout the world, including

trademarks and trade mark applications, trade names, service marks, patents and patent applications, copyrights, and trade secrets in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing and derivative works and improvements (as such terms are defined and applied under Title 17 and Title 35 U.S.C., respectively).

7.4 Content Restrictions. Customer agrees not to use any Service to store, display, or transmit content that is deceptive, libelous, defamatory, obscene, racist, hateful, infringing or illegal, and to the extent Authorized Users exercise the rights granted to you under this Agreement, Customer represents and agrees that it will ensure that its Authorized Users will also comply with the obligations applicable to such exercise set forth in this Agreement. Finalsite takes no responsibility and assumes no liability for any Customer Materials that it, or any Authorized User, or third party out of Finalsite's control posts, submits, displays, or otherwise makes available via any Service, and Customer agrees Finalsite is acting only as a passive conduit for the online distribution and publications of such Customer Materials.

7.5 Removal of Content. If Finalsite determines in good faith that any Customer Materials could (a) pose a material security risk, (b) be deceptive or perceived as libelous, defamatory, obscene, racist, hateful, or otherwise objectionable, or (c) give rise to potential liability to Finalsite or a violation of applicable law or the terms or restrictions of the Agreement, then we may remove the offending Customer Materials, suspend Customer's and/or Customer's Authorized Users' use of the Services, and/or pursue other remedies and corrective actions.

7.6 Other Rights. Customer hereby grants Finalsite a limited right and license to use Customer's name, logo and/or other marks for the sole purpose of listing Customer as a user of the applicable Services in promotional materials unless and until Customer provides a written request to discontinue such use.

7.7 Feedback. In the event that the Customer or any of its Authorized Users submit any ideas, suggestions, proposed enhancements, or other feedback relating to the SaaS Services (collectively, "Feedback"), Finalsite shall own all such Feedback without compensation to the Customer or its Authorized Users and the Customer hereby irrevocably assigns all rights, including any Intellectual Property Rights, in such Feedback to Finalsite.

8. Protection of Personal Information.

8.1 Provision of Personal Information. In connection with use of the Services set forth in an Order, the Customer and

its Authorized Users may from time to time provide Finalsite with certain personally identifiable information of the Customer's students, prospective students, parents of students, faculty, administrators, employees and/or Authorized Users that is protected by various laws and regulations ("Personal Information").

8.2 Data Protection and other Compliance Obligations. Both parties shall comply with their respective obligations under applicable data privacy laws with respect to Personal Information, including the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g and its implementing regulations, as they may be amended from time to time ("FERPA"), the Protection of Pupil Rights Amendment ("PPRA"), and COPPA. Finalsite will maintain reasonable and appropriate security measures designed to protect Personal Information from unauthorized access, destruction, use, modification and disclosure.

8.3 Customer Data Privacy Obligations. The Customer shall maintain reasonable and appropriate security measures to protect the confidentiality and integrity of its account IDs, passwords, and interaction with the SaaS Services. The Customer shall be responsible for all account activities regardless of whether the activities are authorized by the Customer or undertaken by the Customer, its employees and other Representatives or Authorized Users and Finalsite is not responsible for unauthorized access to Customer's account. The Customer shall also comply with all applicable laws and regulatory requirements governing Personal Information utilized and transferred in connection with the SaaS Services.

9. Additional Data Privacy Terms.

9.1 Student Data. Personal Information of students, student records and student-generated content (collectively, "Student Data") is the property of the applicable student or legal guardian of the student. During the Term of this Agreement, the Customer shall retain control of all Student Data maintained in connection with the Services. Finalsite shall take reasonable commercial measures designed to ensure the security and confidentiality of all Student Data. Finalsite and its employees, agents and contractors shall use Student Data only for purposes for which it may utilize Customer Materials under the terms of this Agreement.

9.2 FERPA. Student Data may include "education records" as defined under FERPA. To the extent that Finalsite collects or processes Personal Information in education records in the course of providing Services under this Agreement, it does so as an outsourced institutional function pursuant to FERPA 34 CFR Part 99.31(a)(1) and is designated by the Customer for these purposes as a

“school official” with legitimate educational interests. In this regard, Finalsite will comply with its responsibilities as a school official under FERPA. Similarly, the Customer will comply with the responsibilities applicable to it under FERPA. The Customer is responsible to obtain any necessary consents prior to providing Student Data to Finalsite and is wholly responsible for providing annual notice to students and parents or other legal guardians of their rights with respect to FERPA and other applicable law.

9.3 Additional Data Processing Terms. Additional data processing terms applicable to Customer’s jurisdiction are available at <https://www.finalsite.com/dpa> (each, a “DPA”) and are incorporated into and made a part of these Master Terms. Finalsite may amend or supplement any DPA from time to time to address current best practice or to address changes in applicable law. Such additional terms will become part of this Agreement unless Customer objects in writing within ten (10) days of any posted update, provided that any changes required by law shall become part of this Agreement immediately upon the effective date of such change.

10. Consent to Use/Transfer

10.1 Consents. The Customer represents and warrants that at all times during the Term, it has obtained all consents necessary for Finalsite to access and use the Customer Materials and Student Data for purposes of providing the Services, including those consents related to the collection, use, maintenance and transfer of Personal Information (including Student Data) in compliance with applicable law and regulatory requirements (including the Children’s Online Privacy Protection Act, as amended). Finalsite may rely on this Agreement as the Customer’s representation that all necessary consents have been obtained and Finalsite shall not be required to independently verify such fact or compliance by the Customer with applicable law with respect thereto.

10.2 Authorized Use. The Customer further represents and warrants that the use of Personal Information and other Customer Materials by Finalsite, in accordance with the terms of the Agreement, does not and will not violate any applicable law or regulatory requirements, or result in the breach of any covenant or obligation that the Customer has to any person or entity. The Customer acknowledges that Finalsite has no responsibility to review or monitor any Customer Materials, including reviewing or determining the legality, accuracy or completeness of Customer Materials. Finalsite, however, reserves the right to take any action with respect to the Services that Finalsite deems necessary or appropriate in its sole discretion if Finalsite reasonably believes the

Customer’s use of the Services could violate applicable law or regulatory requirements, create liability for Finalsite, its affiliates and/or its suppliers, or could otherwise compromise or disrupt services provided to other customers.

11. Customer Responsibilities.

11.1 Hardware and Customer Procedures. In addition to its other responsibilities as set forth in this Agreement, the Customer is solely responsible for and assumes all liability relating to (i) decisions about the Customer’s computer and communications systems needed to access the SaaS Services; (ii) all purchases of any necessary hardware, software, services or licenses required by the Customer to access and use the SaaS Services as contemplated in this Agreement; (iii) the Customer’s procedures and criteria, including any claim by an applicant, student, parent or employee arising from the Customer’s procedures or criteria and any violation of any applicable statutory or regulatory requirements resulting from implementation of the Customer’s procedures and criteria; and (iv) provision and maintenance of all domains and URLs used by the Customer and its Authorized Users to access the Services.

11.2 Compliance with Law. The Customer and its Authorized Users shall comply with all applicable law and regulatory requirements in their respective execution, delivery and performance of this Agreement and access to and use of the Services.

11.3 Terms of Use. Access and use of the Services is contingent upon compliance with the terms and conditions of this Agreement. The Customer warrants and covenants that neither the Customer or its Authorized Users will: (i) use the Services, in whole or in part, to store, initiate or transmit material (including Customer Materials) that is infringing, libelous, defamatory, abusive, harmful to minors, designed to cause annoyance, inconvenience or distress to any person; comprises unsolicited marketing in violation of third-party privacy or property rights, or otherwise violate applicable law; (ii) interfere with, unreasonably burden, or disrupt the integrity or performance of the Services or third-party data or content contained therein; (iii) attempt to gain unauthorized access to the Services or its related systems or networks; or (iv) provide the Services to third parties who are not Authorized Users, including, by resale, license, loan or lease. The Customer will use best efforts to prevent and/or block any prohibited use, and will cooperate with Finalsite to prevent or cease such use from continuing. The Customer will notify Finalsite in writing, within three (3) business days of discovery of facts indicating that the Services are being used in violation of

the Agreement or applicable law, describing such violation(s), and the basis for such knowledge, and shall fully cooperate with Finalsite to remedy such violation. The Customer shall be solely responsible and liable for such violative use.

12. Term of the Agreement/Orders.

12.1 Term. This Agreement shall become effective on the effective date of the first Order entered into by the Customer and Finalsite and shall continue through the termination date of all Orders hereunder (the “Initial Term”), unless terminated earlier in accordance with the provisions of this Agreement. The term of any Order shall be stated in the Order, provided however that unless otherwise provided in any Order, the term of each Order shall automatically renew for successive terms of equal duration to the initial term stated therein (each, a “Renewal Term”), unless either Party provides written notice of its intent not to renew at least ninety (90) days prior to the expiration of the then-current term. The Initial term and all Renewal Terms are collectively referred to as the “Term”.

13. Termination

13.1 Uncured Breach. In the event either party defaults in any obligation in this Agreement or any Order, the non-defaulting Party shall give written notice of such default. If the Party in default has not cured the default within thirty (30) days of receipt of the notice, the non-defaulting Party may terminate this Agreement by delivering written notice thereof to the defaulting Party.

13.2 Insolvency. Either Party may terminate this Agreement, effective immediately upon written notice, in the event that the other party: (i) makes a general assignment for the benefit of creditors; (ii) institutes proceedings seeking relief or reorganization under any laws relating to bankruptcy or insolvency or (iii) has a court of competent jurisdiction appoint a receiver, liquidator or trustee over all or substantially all of such party's property or provides for the liquidation of such Party's property or business affairs.

13.3 Inactivity. Either party may terminate this Agreement upon written notice at any time when there are no Orders then in effect. In addition, this Agreement shall automatically expire if there are no Orders or SOWs Work in effect for a continuous period of six (6) months.

13.4 Convenience. The Customer shall have the right to terminate any Order for convenience, contingent upon satisfying the following conditions: (i) the Customer must provide Finalsite with at least ninety (90) days' prior written notice of termination of the applicable Order,

including the effective date of termination; and (ii) the Customer must pay Finalsite (on or before the effective date of termination), one hundred percent (100%) of all remaining fees due under the terminated Order as of the effective date of such termination, in addition to actual expenses incurred by Finalsite as of the termination date.

13.5 Termination for Lack of Funding. The Customer represents that it has sufficient available funds to pay for the Services purchased under each Order through at least the end of the then-current fiscal year. If sufficient funds are not appropriated by the Customer's public funding body to pay in full the fees due under such Order for any fiscal year thereafter during which an Order is in effect, then the Customer shall have the right to terminate the relevant Order by providing Finalsite written notice of termination at least ninety (90) days prior to the first day of the fiscal year for which sufficient funds will not be available and by paying Finalsite in full for all fees and expenses due through the end of the then-current fiscal year. The Customer agrees that the termination rights set forth in this Section 13.5 will not apply if funds are appropriated to it for the acquisition, retention or operation of software or other services substantially similar to the Services provided by Finalsite under this Agreement. The Customer agrees to use its best efforts to obtain and maintain sufficient funds to make all payments due hereunder and commits that it will only utilize this provision in the event that, despite its good faith best efforts to continue to fund all Orders under this Agreement, such funds are not appropriated by the relevant funding body.

13.6 Effects of Termination. Termination of this Agreement or any Order shall terminate all Services provided by Finalsite thereunder without the requirement of additional notice by Finalsite, and the Customer and its Authorized Users shall cease all use of the applicable Services on or before the effective date of termination or expiration. The due dates of all payments owed by the Customer to Finalsite under this Agreement shall become due on the effective date of termination or expiration.

14. Subcontractors.

14.1 Use of Third Party Contractors. Subject to the term of this Agreement, including the relevant DPA and applicable law, Finalsite may utilize third party subcontractors and/or subprocessors in its sole discretion to perform, or support performance of, any Services under this Agreement. In such event, Finalsite shall not be relieved from its obligations under this Agreement. A current list of subprocessors utilized by Finalsite in provision of Services can be found at <https://www.finalsite.com/subprocessors>.

15. Fees and Expenses

15.1 Fees. All fees and expenses payable by the Customer shall be payable in the amounts and on such payment dates as described in the applicable Order. The Customer may ACH or wire payments or pay via check. If the Customer elects to pay via check, the check must be drawn on a U.S. bank. Fees stated in any Order are fixed for the current term of the Order for the scope of Services described in such Order. Thereafter, Finalsite may increase fees for any Renewal Term effective as of the commencement of such renewal term by providing at least thirty (30) days' advance written notice to the Customer of the increase. Any requested changes to the scope of Services requested by the Customer shall be subject to additional fees, which shall be reflected in an amendment to the existing Order or a new Order executed by the Parties. All amounts payable by the Customer under this Agreement will be paid to Finalsite without setoff or counterclaim, and without any deduction or withholding. All fees are non-refundable.

15.2 Expenses. In addition to obligation to pay fees, the Customer shall reimburse Finalsite for all travel and other out-of-pocket expenses reasonably incurred by Finalsite in rendering Services to the Customer under any SOW. Except as described in a SOW, all such expenses shall be payable by the Customer upon execution of the relevant SOW.

15.3 Payment Terms. All Services fees are payable annually in advance. Payment for the invoice covering the first year of any Order is due upon execution of the relevant Order. Thereafter, Finalsite will invoice the Customer for each subsequent annual period on each annual anniversary of the effective date of the relevant Order. All invoices under any Order shall be due and payable within thirty (30) days of invoice date. After thirty (30) days from the invoice date, Finalsite may charge interest at the rate of 1.5% per month, or the highest rate allowed by applicable law, whichever is less, on all overdue unpaid amounts until payment is received by Finalsite. All fees incurred by Finalsite for collections (including attorneys' fees and costs) must be paid or reimbursed by the Customer. All invoices shall be sent to the Customer at the billing address set forth in the Order.

15.4 Suspension for Non-Payment. In the event the Customer fails to pay any amounts owing under any Order for sixty (60) days from date of invoice, without limiting its other rights and remedies, Finalsite may suspend Services to the Customer until such amounts are paid in full. Finalsite will provide the Customer prior notice that the Customer's account is overdue before suspending Services.

15.5 Taxes. The Customer shall be responsible for the payment of, or reimbursement of Finalsite for, any applicable present or future services, sales, use, excise, goods, property, value added or other taxes or duties levied against or upon the provision of SaaS Services (excluding taxes based upon Finalsite's net income). Upon request, the Customer will provide Finalsite with a valid tax exemption certificate authorized by the appropriate taxing authority.

16. Confidentiality

16.1 Confidential Information. In the course of performance of this Agreement, the Parties may receive or have access to information that is confidential to one or the other Party and a Party's Authorized Users (collectively, "Confidential Information"). Confidential Information shall mean non-public materials and information, in whatever form, written, oral or otherwise, that include, but shall not be limited to (i) the SaaS Services, including any modules, functionality or content licensed by Finalsite from third parties; (ii) the distinctive methods or procedures which Finalsite uses in the design, development, licensing, support, or maintenance of the SaaS Services, (iii) each Party's business processes and strategies, (v) all portions of the Customer Materials which are treated as confidential by the Customer; (vi) all Personal Information; and (v) all information clearly identified by either Party as confidential, provided however that a party's Confidential Information shall not include information that: (a) is or becomes generally available to the public through no act or omission of the other Party; (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party or from a third party whom the receiving Party knows or should know is under an obligation of confidentiality with the owner of the Confidential Information; (c) is lawfully disclosed to the other Party by a third party without restriction on disclosure; or (d) is independently developed by the other Party.

16.2 Restrictions on Use and Disclosure. Each Party agrees to hold the other Party's Confidential Information in confidence during the Term of this Agreement and following termination for any reason. Except for disclosure to Finalsite's subcontractors and third party service providers who are bound by confidentiality obligations with respect to such Confidential Information and as otherwise provided in the Agreement, each Party agrees not to make the other Party's Confidential Information available in any form to any third party or to use the other Party's Confidential Information for any purpose not intended under this Agreement. Each Party agrees to take all reasonable steps to ensure that

Confidential Information is not disclosed or distributed by any person or entity in violation of the terms of this Agreement. Following receipt of a written request and promptly following termination of this Agreement, the other Party shall return to the requesting Party, in whole or in part, the Confidential Information that has been disclosed in tangible form. Each Party may retain a copy of Confidential Information solely for archival purposes.

16.3 Public Records Law. The Customer's obligations under this Section 16 are subject to the state public records laws of the state of the Customer's formation to the extent applicable, *provided that*: (i) the Customer shall provide Finalsite prompt written notice of any public records requests for disclosure of this Agreement and/or any materials and information relating to this Agreement, Finalsite Confidential Information and/or deployment of Finalsite's technology, including Finalsite's responses to any Request for Proposal issued by the Customer; (ii) allow Finalsite to claim any exceptions from disclosure it deems appropriate under applicable law, at Finalsite's cost and expense; and (iii) reasonably cooperate with Finalsite in such efforts.

17. Representations, Warranties & Disclaimers

17.1 Services Warranties. Finalsite warrants to the Customer that during the Term of the Agreement: (i) all Professional Services will be performed in a professional manner, with the requisite level of qualifications, care and skill, exercised consistent with standard industry practices; and (ii) the features and functions of the SaaS Services will comply in all material respects with the description(s) set forth in the applicable standard user guides and administrative guides when used and/or accessed in accordance with the terms and conditions of this Agreement and the applicable Order. The Customer must provide written notice to Finalsite of any alleged defects and the Customer's sole remedy will be for Finalsite to promptly provide modifications or fixes with respect to the applicable non-conformity.

Unless the Customer provides written notice to Finalsite within ten (10) business days following completion of any Professional Services, any claims of breach of warranty with respect to such Professional Services and resulting work product shall be deemed waived.

17.2 Exclusions. The foregoing are excluded from the foregoing services warranties and Finalsite shall not be liable for: (i) the Customer's or its Authorized Users' use and/or access the SaaS Services in a manner which is not in conformance with the terms and conditions of this Agreement and relevant Order; (ii) the Customer's or its Authorized Users' use the SaaS Services with third party data, software or hardware which is incompatible with the

SaaS Services; (iii) errors in the SaaS Services resulting from the Customer's or its Representatives' or Authorized Users' configuration or manipulation of the SaaS Services, in each case not specifically recommended in writing by Finalsite; or (iv) reduced performance or non-availability of the SaaS Services resulting from failure of network connections.

17.3 Debarment. Finalsite represents and warrants that neither it, nor to its knowledge, any of its respective employees or other Representatives engaged in the provision of Services under this Agreement have been excluded, debarred, suspended or otherwise deemed ineligible to participate in Federal, state or other U.S. governmental programs, nor is it, or to its knowledge its respective employees or other Representatives, included on the list of sanctioned parties maintained by the U.S. government, including, without limitation, the List of Specially Designated Nationals and Blocked Persons and Foreign Sanctions Evaders List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the Office of Inspector General, the General Services Administration, or any other state or federal governmental agency.

17.4 Finalsite Validity/ Non-contravention Warranties. Finalsite represents, warrants and covenants that: (i) this Agreement constitutes the valid and binding agreement of Finalsite, duly authorized by all necessary action on the part of Finalsite; and (ii) the execution, performance and delivery of this Agreement by Finalsite are within Finalsite's corporate powers and do not and will not violate (a) the articles of incorporation or bylaws of Finalsite, (b) any law, rule, regulation, judgment, order or decree applicable to Finalsite's performance of its obligations hereunder or contravene or cause a default under any license, franchise, permit or other similar authorization held by Finalsite, or any agreement to which Finalsite is a party, or (c) require the consent or other action of any person or entity which has not been obtained prior to execution of this Agreement.

17.5 Customer Validity/ Non-contravention Warranties. the Customer represents, warrants and covenants that: (i) this Agreement constitutes the valid and binding agreement of the Customer, duly authorized by all necessary action on the part of the Customer and its governing body; (ii) the Customer has full authority to execute and perform its obligations as contemplated by this Agreement; and (iii) the execution, performance and delivery of this Agreement by the Customer are within the Customer's organizational powers, have been duly authorized by all necessary action on the part of the Customer, and do not and will not violate (a) the applicable organizational documents of the Customer, (b)

any applicable law, regulatory requirement, judgment, order or decree or cause a default under any license, franchise, permit or other similar authorization held by the Customer, or any agreement to which the Customer is a party, or (c) require the consent or other action of any person or entity (including in respect of, or filing with, any governmental body, agency or official) which has not been obtained prior to execution of this Agreement. The Customer has provided Finalsite evidence of approval by all governing bodies as required by applicable state law prior to execution of the Agreement.

17.6 Disclaimers. It is the Customer's sole responsibility to determine the suitability of the Services for the Customer's use. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, FINALSITE AND ITS LICENSORS MAKE NO, AND HEREBY DISCLAIM ANY, REPRESENTATION, WARRANTY OR GUARANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY: (1) OF MERCHANTABILITY; (2) OF FITNESS FOR A PARTICULAR PURPOSE; (3) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; OR (4) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT AS SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS", WITHOUT ANY FURTHER WARRANTIES OF ANY KIND. FINALSITE AND ITS LICENSORS MAKE NO WARRANTY THAT OPERATION OF THE SAAS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL DEFECTS WILL BE CORRECTED. FINALSITE AND ITS LICENSORS MAKE NO, AND HEREBY DISCLAIM ANY, REPRESENTATION, WARRANTY OR GUARANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY THIRD PARTY TECHNOLOGY.

17.7 Liability Limits. EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY LAW, EXCEPT FOR AMOUNTS OWED BY CUSTOMER UNDER THIS AGREEMENT, FOR ALL CLAIMS BY A PARTY, WHETHER SUCH CLAIMS ARE MADE IN CONTRACT, TORT, OR OTHERWISE, A PARTY'S POTENTIAL RECOVERY SHALL BE LIMITED TO THE ACTUAL, DIRECT DAMAGES SUFFERED BY SUCH PARTY UP TO THE ACTUAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO FINALSITE UNDER THE ORDER UNDER WHICH THE CLAIM AROSE DURING THE TWELVE (12) MONTHS PRIOR TO THE INITIAL ASSERTION OF CLAIM(S) FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM(S).

17.8 Waiver of Indirect Damages. EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY LAW, IN NO EVENT SHALL A PARTY (IN THE CASE OF FINALITE INCLUDING ITS SUPPLIERS, LICENSORS, SERVICE PROVIDERS AND/OR

SUBCONTRACTORS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR COSTS OF SUBSTITUTE SERVICES) SUFFERED BY CUSTOMER, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF FINALSITE HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY, OR HAS CONSTRUCTIVE KNOWLEDGE, OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THIS AGREEMENT SHALL NOT CONVEY UPON ANY THIRD PARTY ANY RIGHTS HEREUNDER, AND NO THIRD PARTY SHALL BE DEEMED A THIRD PARTY BENEFICIARY.

17.9 Customer Procedures and Criteria. In the event the Services described in an Order include implementation of procedures or criterial specified by the Customer (such as the Customer's admission criteria and enrollment procedures), Finalsite expressly disclaims all liability associated with the content, and results obtained by use, of such procedures and criteria. The Customer is solely responsible for the scope if such procedures and criteria and reviewing the Services as configured by Finalsite to ensure compliance with the Customer's procedures and/or criteria. FINALSITE ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO WHETHER THE CUSTOMER'S PROCEDURES OR CRITERIA COMPLY WITH APPLICABLE LAW OR REGULATORY REQUIREMENTS. TO THE EXTENT THAT CUSTOMER'S PROCEDURES OR CRITERIA VIOLATE ANY APPLICABLE LAWS OR REGULATORY REQUIREMENTS, FINALSITE RESERVES THE RIGHT TO REFUSE TO IMPLEMENT SUCH PROCEDURES OR CRITERIA WITHOUT LIABILITY HEREUNDER.

18. Affirmative Action, Equal Employment Opportunity

18.1 Non-Discrimination. Finalsite is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and are committed to follow these practices of non-discrimination, equal employment opportunity, and affirmative action. Finalsite shall use good faith efforts to ensure implementation of this policy in its employment practices, including recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training. Where required by applicable law, Finalsite has implemented written affirmative action plans.

19. Background Checks

19.1 Background Checks. If any Finalsite employees or agents shall have access to the Customer facilities, Student Data or other Confidential Information, Finalsite shall screen all such employees and agents, including interviews, reference checks, and credit history, as applicable to the scope of such access. Finalsite shall conduct criminal background checks in accordance with state and federal law for Finalsite employees and who may have direct contact with children under this Agreement. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws.

20. Insurance.

20.1 Minimum Coverage Limits. At all times during the Term of this Agreement, Finalsite shall maintain the following minimum insurance coverages and shall provide a certificate of insurance evidencing such coverages to the Customer upon request.

(i) Commercial General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate;

(ii) automobile liability coverage in the amount of \$1,000,000 combined single limit;

(iii) umbrella liability coverage, occurrence based with limits of at least \$5,000,000 per occurrence and in the aggregate;

(iv) workers' compensation and employee liability coverage for statutory limits; and

(v) professional, data privacy and network security coverage with an aggregate limit of \$5,000,000.

21. Modifications/ Amendments.

This Agreement (including any Order and/or SOW) can only be modified or amended by a written agreement signed by persons authorized to sign agreements on behalf of each of the Parties.

22. Waiver.

No failure to exercise and no delay in exercising on the part of either Party, or partial exercise, shall operate as a waiver of any right under this Agreement. A waiver on one occasion shall not operate as a waiver on other occasions.

23. Severability.

If any term or provision of this Agreement or application of the terms of this Agreement to the Parties shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then such invalidity will not affect the remainder of this Agreement and each other term and provision shall be valid and enforceable to the fullest extent permitted by law.

24. Relationship of Parties.

The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture, association, or other form of agency relationship between the Parties. A Party and its respective personnel shall not be eligible to participate in any employee welfare or other benefit plans, however characterized, which may be maintained by the other Party. Each Party agrees to assume all responsibility and liability for any and all federal and state employers' liability, workers' compensation, social security and unemployment insurance requirements with respect to its respective personnel. Each Party agrees to pay and report (or require to be paid and reported) all federal, state and local income, employment and payroll withholding taxes and other governmental taxes or charges for its respective personnel as may be applicable.

25. Assignment.

This Agreement may not be transferred or assigned directly or indirectly by either Party, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Finalsite may freely assign this Agreement to an affiliate and/or in connection with a change of control transaction or sale of substantially all of its business or assets as a going concern.

26. Force Majeure.

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement (except for payment obligations which may be delayed but shall not be so excused) to the extent the delays or failures result from causes beyond the reasonable control of the Party. Without limiting the generality of the foregoing, such causes include acts of God, the public enemy, fires, floods, storms, earthquakes, riots, terrorism, strikes, blackouts, wars or war operations, restraints of government, including public states of emergency, utility or communications failures, denial of service, hacking and other malicious attacks and activities, software viruses, telecommunications slow-downs or failure, erroneous data transmission, and causes which

could not, with reasonable diligence, be controlled or prevented by the Party. However, to be excused from delay or failure to perform, the Party must promptly provide written notice to the other Party and act diligently to remedy the cause of the delay or failure.

27. Entire Agreement.

This Agreement, including any and all Orders, SOWs, Exhibits, Schedules, Attachments and material incorporated by reference, contains the entire agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. This Agreement represents the complete and final agreement of the Parties and supersedes and replaces all prior or contemporaneous oral or written agreements, understandings or commitments between the Parties, including any purchase order. For clarity, while the Customer may utilize a purchase order for its internal administrative purposes, any terms or conditions in any such purchase order shall be deemed null and void and the terms and conditions of this Agreement shall solely govern and control.

28. Indemnification.

28.1 Finalsite Indemnity. Finalsite will indemnify and defend the Customer against any third-party claim and cause of action and any resulting loss, damage or expense (including reasonable attorney's fees) awarded against the Customer to the extent caused by (i) any fraud or willful misconduct by Finalsite or its Representatives; or (ii) the infringement by the SaaS Services, as provided by Finalsite and used in accordance with the terms of this Agreement and the relevant Order, of any Intellectual Property Rights of such third party. If any SaaS Services are held or believed to infringe any third party's Intellectual Property Rights, Finalsite may, in its sole discretion, (i) modify the relevant SaaS Services to be non-infringing, (ii) obtain for the Customer the right to continue using the relevant SaaS Services or (iii) if neither (i) nor (ii) are commercially practicable, terminate the relevant Order as to the alleged infringing SaaS Services and return to the Customer any unearned fees for use of such SaaS Services prepaid by the Customer to Finalsite.

28.2 Exclusions. The foregoing indemnity will not apply and Finalsite will not be liable for any damages assessed in any cause of action to the extent such cause of action arises or damages result from (i) the Customer's or its Authorized Users' use of the relevant SaaS Services other than as set forth in this Agreement and the relevant Order; or (ii) the combination, operation or use of the relevant SaaS Services with software, hardware, technology or other materials not approved or supplied by Finalsite, if infringement (including, without limitation, contributory

infringement) would have been avoided by use of the relevant SaaS Services without such software, hardware, technology, or other materials.

28.3 Customer Indemnity. Except to the extent expressly prohibited by law with respect to immunity of government entities applicable to the Customer, the Customer shall indemnify and hold Finalsite, its licensor's and each such party's affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) awarded against Finalsite to the extent caused by: (i) any fraud willful misconduct of the Customer or its Representatives or Authorized Users; (ii) the infringement by the Customer Materials, and/or any Third Party Technology provided to Finalsite or input into the SaaS Services by the Customer or its Authorized Users, of the Intellectual Property Rights of a third party; and (iii) the nature, substance or content of the Customer Materials (such as a defamation claim, an invasion of privacy claim, a claim arising from lack of consent to use the Customer Materials).

28.4 Indemnity Procedure. The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "Indemnitee") shall promptly notify the indemnifying party (the "Indemnitor") of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof; (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission regarding such claim involving the Indemnitor without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld; and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice. Each party will take reasonable steps to mitigate any potential damages. If both the Indemnitor and Indemnitee are at fault, then the Indemnitor shall indemnify the Indemnitee only for the percentage of responsibility for the damage or injuries attributable to the Indemnitor.

28.5 Exclusive Remedy. THIS SECTION 28 STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY, WITH RESPECT TO CLAIMS BY ANY THIRD PARTY.

29. Venue and Applicable Law.

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the jurisdiction of the Customer's formation, excluding conflict of law principles.

30. Export Control.

Customer shall not export or allow the export or re-export the Services, any components thereof or any Confidential Information of Finalsite without Finalsite's express, prior, written consent and except in compliance with all export control laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, and, if applicable, relevant foreign laws and regulations.

31. General Definitions.

Reference in this Agreement or any Order or other document incorporated by reference into the Agreement to the following words shall have the meaning set forth in this Section 31: (i) "ensure" and its derivatives means to use commercially reasonable efforts to pursue the stated aim and does not imply or constitute any guaranty of results or outcomes or any express or implied covenant, warranty or representation; (ii) "best efforts", "commercially reasonable efforts" and "reasonable efforts" mean acting with diligence and good faith in the performance of the applicable obligation; and (iii) "immediately" means promptly and without undue delay.

SERVICES RIDER – MASS NOTIFICATION SERVICES

The following additional terms and conditions shall apply to any Order in which the Customer purchases access to mass notification Services described in any Order, which may include cell phone calls, SMS text messages, email messages and other notification services (collectively, “Mass Notification Services”) and such terms and conditions are incorporated by reference and made a part of the Master Terms.

1. Definitions. For purposes of this Agreement, an “Emergency Purposes”, shall have the meaning set forth in the Telephone Consumer Protection Act, 47 U.S.C. § 227, namely, calls made necessary in any situation affecting the health and safety of consumers. “First Responder Incidents” means an occurrence, situation or natural phenomenon which may be immediately threatening to life, health, property or the environment or has a high probability of escalating to cause immediate danger to life, health, property or environment. An “Emergency Message” is a Message sent to all recipients for Emergency Purposes. An “Outreach Message” is a Message sent to one or more recipients for general outreach and informational purposes that is not an Emergency Message. The term “Excess Usage” means the amount of SMS texts, email messages, phone voice minutes, iOS/ Android application notifications and other usage metrics initiated through the Mass Notification Services in excess of the usage limits described in the relevant Statement of Work or Order. “Student” means the number of full-time students enrolled at Customer’s institution.

2. Customer Acknowledgement and Obligations.

a. Customer acknowledges that Customer may use the Mass Notification Services for Emergency Purposes and to send Emergency Messages and Outreach messages. However, the parties expressly acknowledge and agree that Mass Notification Services are not designed for responding to First Responder Incidents (including notifying 911, fire, police, ambulance, and/or emergency medical personnel).

b. Customer represents and warrants that: (i) it will comply with all applicable laws and contracts in connection with use of contact data for all message recipients (“Contact Data”) and the Mass Notification Services, and with respect to the content and transmission of calls, texts, email messages and other messages and notifications

(collectively, “Messages”) sent using the Mass Notification Services, including, without limitation, all federal and state telemarketing-related laws, rules and regulations, the Telephone Consumer Protection Act (47 U.S.C. § 227) the FCC’s implementing regulations (47 C.F.R. § 64.1200) (such laws, rules and regulations, as amended from time-to-time, collectively, the “Telemarketing Laws”), and where applicable, the legislation commonly referred to as Canada’s Anti-Spam Legislation (S.C. 2010, c. 23) (“CASL”); (ii) as to each recipient to be contacted by Finalsite on Customer’s behalf, Customer has obtained consents that may be required by the Telemarketing Laws, CASL and Customer’s applicable privacy policies; (iii) Customer will retain documentary proof of such consents for at least five (5) years from the date the recipient’s contact information is provided by Customer to us; (iv) Customer will suppress and will not provide to Finalsite any contact information for any recipient who has registered their telephone number on the national Do-Not-Call Registry, any similar state or other registries or has otherwise indicated that he or she does not wish to be contacted; (v) Customer will have in place reasonable safety and emergency response policies and procedures to respond to First Responder Incidents which do not utilize the Mass Notification Services; (vi) Customer will not take actions that will subject Finalsite to any liability under applicable law due to the import of Contact Data; (vii) Customer will provide a reasonable means for message recipients to rescind consent to receive Messages and will not send Messages to message recipients who have opted out of receiving Messages; and (viii) where Customer is providing a recipient and/or Student count or other data for the purposes of Finalsite’s Service pricing quotations, such information shall be true and correct. Customer will designate qualified personnel to act as liaisons between Customer and Finalsite with respect to technical, administrative and content matters, and providing accurate and current contact information. Finalsite shall have the right to require Customer to provide a legal compliance plan in connection with Customer’s use of

Finalsite's Mass Notification Services and may audit Customer's compliance with such plan as well as compliance with the terms of this Product Rider. Failure to comply with any provision of this Section 2 is a material breach of the Agreement. Except to the extent prohibited by applicable law, including laws providing for the sovereign immunity of government entities, Customer agrees to indemnify, defend and hold Finalsite harmless from and against all third party claims, lawsuits, proceedings, causes of action, and resulting damages, liabilities, losses, judgments, fines, penalties, costs, and expenses (including reasonable attorneys' fees) relating to or arising out of Customer's breach of the foregoing representations, warranties and obligations, or in connection with any claim or action from a third party that arises from the sending (or inability to send or receive), content, or effects of any Messages Customer distributes using, or Customer's failure to use, the Mass Notification Service. In connection with such indemnity and defense obligations related to a third-party claim, lawsuit or proceeding: (i) Finalsite may participate in such defense through counsel of its own choosing, which participation shall be at its sole expense, and (ii) Customer shall not settle or permit the settlement of any such third-party claim, lawsuit, or proceeding without Finalsite's prior written consent, which consent shall not be unreasonably withheld. This Section shall survive any termination of this Agreement for any reason.

3. Political Activities. The Mass Notification Services shall not be used for political activities.

4. Excessive Usage. In the event of Excessive Usage of the Mass Notification Services, additional fees may apply, as described in the relevant Order or Statement of Work. Finalsite will use reasonable

commercial efforts to notify Customer via notification through the Mass Notification Services, through Finalsite's representatives and/or via email prior to assessing any such additional charges. Unless otherwise specified in the relevant Order or Statement of Work, Finalsite reserves the right to charge for Excess Usage as it may occur throughout the Term, provided however, any failure by Finalsite to timely invoice for any overages shall not constitute a waiver of Customer's obligation to pay such fees for Excess Usage.

5. Remedies and Disclaimers. In the event of any failure of the Mass Notification Services to comply with the Agreement, Customer's sole and exclusive remedy shall be to terminate the Mass Notification Services. Customer agrees that the Mass Notification Services are not intended, nor designed, for use in high-risk activities or First Responder Incidents, or in any situation where failure of the Mass Notification Services could lead to death, personal injury, or damage to property, or where other damages could result if an error or outage occurred. The parties further acknowledge and agree that, NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, FINALSITE SHALL NOT BE LIABLE FOR ANY DEATH, PERSONAL INJURY, OR DAMAGES ARISING OUT OF OR RELATED TO USE OF THE MASS NOTIFICATION SERVICES. Customer agrees that its primary recourse in the event of any actual or potential First Responder Incident should be to contact 911 or a first responder and that the Mass Notification Services are not intended to replace 911 or any other services designed to respond to First Responder Incidents.

SERVICES RIDER – AUDIOEYE

The following additional terms and conditions shall apply to any Order in which the Customer purchases access to accessibility services provided by AudioEye as described in any Order (the “AudioEye Services”) and such terms and conditions are incorporated by reference and made a part of the Master Terms.

1. The AudioEye Services provided in this Order do not provide accessibility or compliance, or otherwise remediate, the following: (i) any documents, spreadsheets, or other non-website content or files accessible via the Customer’s domain, (ii) any videos or other multimedia files accessible via the Customer’s domain (including embedded videos or multimedia files from third-party platforms), (iii) any non-website applications, (iv) any third-party domains linked from the Customer’s domain (including Google Maps or Instagram), (v) any third-party content or widget including plug-ins, iframes or applications, (vi) any plug-ins, iframes or applications that use the flash format, or (vii) a java application that operates in a separate window.
2. The AudioEye terms and conditions set forth at <https://www.audioeye.com/terms-of-service/> are incorporated into this Order by reference with respect to access and use of the AudioEye Services.
3. AudioEye will use commercially reasonable efforts to provide Customer with support for the AudioEye Services as specified at <https://www.audioeye.com/sla/>.
4. Except as provided in the relevant Order, any code modifications to the SaaS Services required to bring Customer’s domain into accessibility standards which result from either changes in accessibility standards or content changes made by Customer after the launch date of Customer’s domain shall be subject to an additional charge at Finalsite’s then-current Professional Services rates.



Customer: Decatur School District 61
 Created By: Chad Arnold
 New Contract
 10/12/2023
 Proposal Valid for 30 days

FINALSITE ORDER

This **Finalsite Order (the 'Order')** is entered into by and between Active Internet Technologies, dba Finalsite ('Finalsite') and Decatur School District 61 ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("**Pricing Summary**"). This Order, together with the Master Terms and Conditions for Services (the "**Master Terms**") located at <http://www.finalsite.com/masterterms/useducationagencies> and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The "**Effective Date**" of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Pricing Summary

* Indicates products added

[x] Indicates products removed

CMS Platform

Platform	
* Core Communications Platform - Blackboard WCM Conversion View a detailed description of what is included in your software package here https://www.finalsite.com/wcm-conv-pkg	WCM Essential WCM-ESSN

Setup and Creative and Professional Services	
Creative Templ Regul Maint WCM-CRT-TP-MNT	* WCM Conversion Replication Package View a detailed description of what is included in your software package here www.finalsite.com/wcm-crp

Add-Ons	
Multimedia Collage App Maint WCM-CRT-ML-MMC-ICM	PREMIUM VIDEO APP WCM-PVA
* Support Plan - Premium	* Advanced Search
* LDAPs/Active Directory Integration	* Integration: GG4L

Products Included in Communications Core Platform - Blackboard WCM Conversion	
Finalsite Composer Content Management System	Granular Permissions
Basic Integrated Site Search	HTTPS Implementation
Calendar Manager	Knowledge Base and Product Training Resources
Website cloud storage / 160 GB	Mobile Friendly, Responsive Designs
Comprehensive Training Program	News / Blogs via Posts (Unlimited)
Content Migration Included	Page Based Notifications (Unlimited)
District Site and 21 Additional Sites	Published Pages (Unlimited)



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Drag - and - Drop Page Elements	Resources (Media, Galleries, Document Library)
Faculty / Staff Directory (public facing)	Secure Hosting & CDN
Faculty / Staff Portal	Single Sign-On
Forms Manager (Unlimited forms)	Social Media Feeds for Districts - Standard (22)
Standard Support Plan	

Communications

Platform	
[X] BB REACH BB REACH	MOBILE COMMUNICATIONS APP INTG MOBILE COMMUNICATIONS APP INTG
MASS NOTIFICATIONS MASS NOTIFICATIONS	* Messages XR Usage Plan: https://www.finalsite.com/mxr-usage-plan Parent & Student Roles / Portals Messages XR Integration

Setup	
* Messages XR Conversion Setup View a detailed description of what is included in your software package here www.finalsite.com/sow-mxr-conv	

Add-Ons	
MASS NOTIFICATION 300 SMS+ MASS NOTIFICATION 300 SMS+	App Store Maintenance Service WCM-APPSTM-S

Translation

Translation	
* Weglot Advanced 1M (10 languages)	

Special Provisions:

At any time during the Term of this Order from and after the later of February 1, 2024 or the completion date of Customer's conversion from WCM to Composer (as described in this Order), the Customer shall have the option, exercisable by providing Finalsite at least sixty (60) days' advance written notice, to migrate from the mass notification or Connect Service described in this Order to Finalsite's service offering currently known as 'FS Comms', fka 'Messages XR', which shall include all updates and upgrades thereto, for no additional cost. In such event, the parties must mutually agree in writing on a target date for completion of such conversion based upon Finalsite's then-current implementation pipeline. Customer's use of



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such mass notification or Connect Services shall terminate, and use of FS Comms shall commence, as of the first day of the first month following completion of such migration implementation. In order to exercise this option, (1) Customer must be current in all payments due under the Agreement, including fees applicable to the mass notification or Connect Service; and (2) Customer acknowledges and agrees that Finalsite’s standard Statement of Work for such implementation found here: [Statement of Work - Software Set-up.pdf](#), which sets forth agreed implementation timeline and scope of work, shall immediately become part of this Agreement.

Services: Initial Term and Fees:

The initial term of this Order is for the (3) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the “Initial Term”).

Fees for the Initial Term for the Services specified in the table above are set forth below:

Total Setup Cost (USD)
\$ 0

Schedule	Amount
Period 1 - Jul 01 2024	\$ 69,378
Period 2 - Jul 01 2025	\$ 70,812
Period 3 - Jul 01 2026	\$ 72,303



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B. Payment Terms

1. All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.
2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (0) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides Finalsite, or Finalsite provides Client, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Unless otherwise specified, all dollars (\$) are United States currency.
4. Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsite will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefor.
5. Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.

Any SOWs to which links are provided above in Section A, "Pricing Summary," are incorporated into this Order by reference, and any professional services described therein are included as part of your software package. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order, the Master Terms, and any SOWs incorporated by reference. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

On Behalf Of: Decatur School District 61	Active Internet Technologies ('Finalsite')
Signature	Signature
Name (printed) Maria Robertson	Name (printed)
Title (printed)	Title (printed)
Date	Date



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C. Client Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact
Title
Address 101 W Cerro Gordo St
City, State Zip Decatur, IL 62523-1091
Phone
Email

Project Contact
Title
Phone
Email

*Executive Sponsor (Superintendent, Head of School, CFO, etc.)
Title
Email

*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.



Diversity & Inclusion Important Dates

October 2023



October is:

Waste Reduction Week, Family History Month, Italian-American Month, Filipino-American Month, Polish-American Month, German-American Month, Bullying Prevention Month, LGBTQ History Month, National Work and Family Month



Monday the 2nd

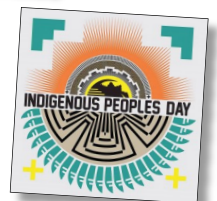
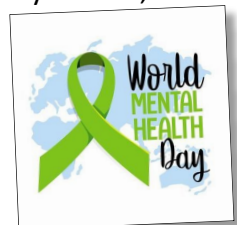
International Day of Nonviolence

Monday the 9th

Indigenous People's Day

Tuesday the 10th

World Mental Health





Decatur Public Schools
Educating for Success

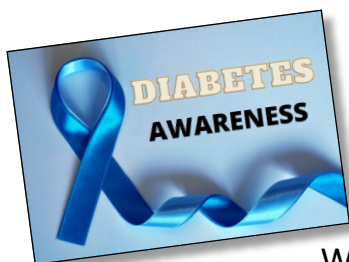


Diversity & Inclusion

Important Dates

November 2023

November is: Diabetes Awareness Month,
National Native American Heritage Month



Wednesday the 1st
Thursday the 9th
Friday the 9th
Monday the 13th
Thursday the 16th
Thursday 16th
Sunday the 19th
Monday the 20th

National Stress Awareness Day
World Freedom Day
World Adoption Day
World Kindness Day
International Day for Tolerance
Dutch-American Heritage Day
International Men's Day
Universal Children's Day

