

DECATUR PUBLIC SCHOOL DISTRICT #61 BOARD OF EDUCATION AGENDA

Regular Meeting Keil Administration Building 101 W. Cerro Gordo Street Decatur, IL 62523 October 25, 2022 5:00 PM Open Session Closed Session Immediately Following 6:30 PM Open Session Reconvened

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

Strategic Plan Mission:

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

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

The Board of Education Parameters that Guide Our Work:

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

AI 1.0 CALL TO ORDER

CALL FOR EXECUTIVE SESSION

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

Roll Call

IO 2.0 PLEDGE OF ALLEGIANCE

AI 3.0 APPROVAL OF AGENDA OCTOBER 25, 2022

IO 4.0 DISTRICT HIGHLIGHT

- American Dreamer STEM Academy
- Curriculum Videos for Parents regarding Home-School Connection

IO 5.0 PUBLIC PARTICIPATION

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

DI 6.0 BOARD DISCUSSION

AI 7.0 CONSENT ITEMS

- A. Minutes: Open/Closed Session Meeting October 11, 2022
- B. Early Release of October 2022 Bill Payments
- C. Monthly Financial Conditions Report
- D. Treasurer's Report

AI 8.0 ROLL CALL ACTION ITEMS

- A. Personnel Action Items
- B. Possible Discipline or Termination of a Custodial Employee
- C. FY23 Ancillary Wages Update
- D. Ongoing Agreement with Education Lane, LLC Consulting Agreement with Stephen Decatur Middle School
- E. High Impact Tutoring Services with Illinois Tutoring Initiative

IO 9.0 ANNOUNCEMENTS

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

Robert L. "Bob" Patterson, who passed away Friday, October 07, 2022. Mr. Patterson was a retired Teacher and Principal from Decatur Public Schools.

Robert E. Russell, who passed away Saturday, October 08, 2022. Mr. Russell was the grandfather of Tara Pitt, Cross Cat Teacher at American Dreamer Stem Academy.

Carol Ann Price, who passed away Sunday, October 09, 2022. Mrs. Price was a retired Teacher from Decatur Public Schools.

Robert Martindale, who passed away Thursday, October 13, 2022. Mr. Martindale was the father of Marlo Willett, Math Teacher at MacArthur High School.

Arlen E. Lash, who passed away Thursday, October 13, 2022. Mr. Lash was the father of Kari Boyd, Care Room Assistant at Baum Elementary School.

Cynthia "Cindy" Ryan, who passed away October 18, 2022. Ms. Ryan was the sister of Debra Ryan, School Psychologist for Macon-Piatt Special Education District.

IO 10.0 IMPORTANT DATES

November 05 Legacy of Learning Alumni Award Banquet at the Millikin University

 For more information, please contact Zach Shields, Executive Director of Decatur Public Schools Foundation, at 217 362-3042 and/or at zshields@dps61.org

- 08 Election Day
 - NO School for Students and District Offices are Closed
- 09 District-wide Half Day of School for ALL Students
 - **NO** Half Day Afternoon PreK Programs
- 11 Veteran's Day Holiday
 - School is in Session: Full Day of School for ALL Students
- 11 Interim Progress Reports

NEXT MEETING

The public portion of the next <u>regular</u> meeting of the Board of Education will be at 6:30 PM, Tuesday, November 01, 2022 at the Keil Administration Building.

Please note: The November 2022 Board of Education Meetings are the 1st and 3rd Tuesdays.

AI 11.0 ADJOURNMENT

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

5:00 PM DATE/TIME: October 11, 2022

LOCATION: Keil Administration Building

101 W. Cerro Gordo Street

Decatur, IL 62523

Jason Dion, Vice President (arrived 5:08 PM) PRESENT: Andrew Taylor, President

> Alana Banks (Audio) Kevin Collins-Brown

Bill Clevenger Regan Lewis (arrived 5:38 PM)

Al Scheider

ABSENT: Dr. Rochelle Clark, Superintendent

Assistant Superintendent of P12 Teaching and Learning Jeff Dase, Board Secretary STAFF:

Melissa Bradford, Attorney Brian Braun and others

President Taylor called the meeting to order at 5:00 PM.

TOPIC DISCUSSION ACTION

Executive Session

Call for Closed President Taylor called the meeting to order and moved into Closed Executive Session to conduct a student suspension review hearing and a student expulsion extension or revocation hearing, existing litigation and collective negotiating matters Executive between the Board and representatives of its employees, seconded by Dr. Collins-Brown.

Board moved to Closed Session at 5:00 PM.

President Taylor called for a Roll Call Vote:

Aye: Banks (audio), Clevenger, Collins-Brown, Scheider, Taylor

Nay: None

Absent: Dion (arrived 5:08 PM) and Lewis (arrived at 5:38 PM)

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

For the record, Alana Banks joined via audio, Jason Dion arrived at 5:08 PM and

Regan Lewis arrived at 5:38 PM.

Return to Open President Taylor moved to return to Open Session, seconded by Mr. Dion.

All were in favor. Session

Returned to Open Session at 6:26 PM.

Information

Open Session Continued

President Taylor noted that the Board of Education had been in Closed Executive Session to conduct a student suspension review hearing and a student expulsion extension or revocation hearing, existing litigation and collective negotiating matters between the Board and representatives of its employees. No action was taken during

only.

Closed Executive Session.

Pledge of Allegiance President Taylor led the Pledge of Allegiance.

Approval of

Assistant Superintendent Jeff Dase recommended the Board approve the October 11,

2022 Open Session Board Meeting Agenda as presented. Agenda,

Page | 2

TOPIC ______ACTION_____ACTION____

October 11, 2022

Dr. Collins-Brown moved to approve the recommendation, seconded by Mr. Dion. All were in favor.

Agenda was approved as presented.

District Highlights

Cordell Ingram, Principal at MacArthur High School, shared a video regarding the MHS Teacher Prep Program. This program was geared towards students who were interested in the field of education. It also offers many opportunities to help them solidify if they wanted to continue this educational path after high school.

Information only.

President Taylor recognized Principal/Assistant Principal Appreciation Week in Illinois, October 16-22, 2022. Principals and Assistant Principals Appreciation Day will be October 21, 2022. Decatur Public Schools appreciates the leadership, work commitment and true dedication exemplified by our administrative team throughout the District.

Zach Shields, Executive Director of the Decatur Public Schools (DPS) Foundation, updated the Board on some programs that were funded by the DPS Foundation within DPS 61. Mr. Shields also invited the Board Members and the community to the Legacy of Learning Alumni Awards banquet that is scheduled for Saturday, November 05, 2022 in the University Commons on the Millikin University campus. For more information, please contact Mr. Shields at 217 362-3042 or zshields@dps61.org.

Public Participation

President Taylor noted that during Public Participation, the Board of Education asked for the following:

Information only.

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

As a friendly reminder for our listening audience, notification was sent in regards to "public comment" on June 9, 2022. Now that the majority of COVID restrictions have been lifted, DPS is returning to standard procedure and requests that anyone wishing to address the Board do so in person during the allotted Public Participation portion of Board of Education meetings. Anyone wishing to sign up in advance for public participation may do so by calling Board Secretary Melissa Bradford at 217-362-3011; otherwise, individuals may sign up upon arrival.

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.

TOPIC DISCUSSION ACTION

Public Participation Continued

Jeffrey Perkins, Founder and President of Caring Black Men (CBM) and Community Information Member, spoke to the Board regarding the history of this organization that began withouly. former Superintendent Gloria Davis. They were in there 17th year of mentoring young male students in District 61 that ranged from grades K-12. They were not grant funded as they felt it was no cost to mentor young male students. Part of the mentorship focused on, "I am because you/we are." CBM consistently observed, throughout the years, the struggles with reading and math. We all (District-parent-student-community) have a role, a responsibility and accountability for these struggles.

Al Williams, Caring Black Men and Community Member, spoke to the Board regarding how he joined CBM. His intentions were to mentor about Science and STEM programs, but once involved with CBM the focus became grades and the basics in education. Students were not reading and doing math well. CBM stresses the importance of grades As and Bs.

Jim Harris, Caring Black Men and Community Member, spoke to the Board regarding how he joined CBM. He was also a member of the former Strategic Plan Committee. Parents should not be the last to know issues with their students. Reading is the most important tool in their academic tool box. The following quote by William Ellery Channing was discussed during their sessions, "reading is the royal road to intellectual eminence".

John Funk, Community Member, spoke to the Board regarding his educational history with District 61. He shared an editorial from the Wall Street Journal that he felt was fact based and concerning as it mentioned reading and math levels of students from District 61. He realized this was a complex issue and felt it was important for the Board Members to know and consider.

Board Discussion

Mr. Scheider asked about an Advisory Committee. This would be a group that would Information help move along a process that would help with decision making.

Only.

- Curriculum Committee This committee would view aspects of the elementary and secondary levels and the continuity from PreK to 12th grades.
- HR Committee This committee would decide what positions were needed the most.

The committee could consist of board member, a couple of administrators, staff connected with the particular topic and sister organizations in the area (Richland and Millikin).

Mr. Scheider asked for the District to start thinking about snow days and remote days. A teacher sent him specific statistics regarding attendance during remote days. Are we losing an instructional day? This was something to be concerned about. He asked administration to look into the attendance with remote snow days and should it continue.

TOPIC DISCUSSION ACTION

Board Discussion Continued

Mr. Scheider noted that Ms. Banks was going to discuss the idea for a goal to set-up teaching assistants for every self-contained classroom at the next Policy Committee only.

Mr. Scheider encouraged the District to develop and support our students financially who were entering the field of teaching, with a commitment to work for District 61 a certain number of years.

President Taylor asked for attendance data on snow days and the grade point average on those who participated remotely versus those who did not.

Mr. Dion asked for the curriculum on snow days. Do they continue with the curriculum taught in-person or was there a different curriculum during snow days?

Mr. Dion asked if there was a high school to teacher transition plan and/or tuition assistance for those students who entered the field of teaching. Is there a teaching assistant to teacher plan? Zach Shields, Executive Director of the Decatur Public Schools (DPS) Foundation, replied that the Dawson Civic Leadership Institute will pay for the full tuition for the associates degree for the first two years if they go through the teacher program at Richland Community College. Please contact Ashley Grayned for other Teacher Prep (high schoolers) information.

Mrs. Lewis noted that she read the Washington Post article. It has brought a lot of attention to the District. She shared information regarding her own son and his struggles. She asked administration for advice on additional help for parents. Assistant Superintendent Dase replied that we were a District that needs improvement. Data was reviewed in order to develop action plans. Regarding the article, what was the shock? The data (2018-2019) was true and we were identified as a struggling District. However, there were an abundance of great opportunities offered to our students. There was no curriculum back then regarding the data that was in the article. Individuals should stop talking about the problems and start advocating for some solutions. The District has improved with success stories. The article made it look like there were no offerings for our students, which was not true. He was committed to teaching and learning. Allow administration to do their jobs and student achievement would increase. It takes time and we must stay committed; stay consistent and we will become a success story.

The Board of Education and Assistant Superintendent Dase continued discussion regarding student achievement.

Community members and or business leaders who were interested in volunteering in our schools, please contact Maria Robertson (Director of Community Engagement) at mrobertson@dps61.org (217 362-3017) or Jason Fox (Director of Human Resources) at jefox@dps61.org (217 362-3030). There is a process for volunteers.

TOPIC ____DISCUSSION_ ACTION____

The Board of Education and Assistant Superintendent Dase continued discussion regarding student achievement and life-long opportunities.

Mr. Dion noted that the MacArthur High School (MHS) Marching Band won two trophies at the marching band competition in Mt. Zion, IL. The band received second place out of their division and best drum line.

Stay tuned, the Jazz Band was being re-developed at MHS.

Reports from Admins Program

Ashley Grayned, Executive Director of Innovative Programs, and Jason Fox, Director Information of Human Resources, presented information regarding the Teacher/Ready Program **Teacher/Ready** (see attached). This would help create more opportunities for long-term subs.

> The Board of Education discussed the financial side and the program with administration.

Mr. Scheider asked if the District could afford more than five and/or whomever wants to apply for the program. Mr. Fox replied it was a new program and \$29k was a good starting point; they wanted to monitor it first. There were some long-term subs interested.

Dr. Collins-Brown asked if the Board of Education could receive updates on the program. Mr. Fox replied yes, and they wanted to monitor its progress before opening up to more than five.

Mr. Clevenger asked about the budget for this program. Dr. Mike Curry, Chief Operational Officer, replied that if the Board of Education wanted to pursue the program on a larger scale, it could be discussed.

President Taylor asked for administration to also look into grant funding.

The Board of Education continued discussion regarding staff opportunities.

Attorney Braun reminded the Board of Education that rules could apply differently with each union group. Some topics discussed could be a bargaining topic; keep in mind of the bargaining history and/or ask administration.

The consensus from the Board of Education was to move forward with the details regarding the program, no action was taken at this time.

Consent Items

Assistant Superintendent Dase recommended the Board approve the Consent Items as Consent Items presented: were approved

A. Minutes: Open/Closed Session Meeting September 27, 2022

as presented.

- B. Freedom of Information Report
- C. Bills

ACTION____

TOPIC_____DISCUSSION__

- D. Resolution Authorizing the Sale (Auction)/Disposal of Surplus District Property
- E. Hope Academy Fundraiser
- F. Job Description: Innovative Programs Supervisor

Dr. Collins-Brown moved to approve the recommendation, seconded by Mrs. Lewis.

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

Aye: Lewis, Clevenger, Banks, Collins-Brown, Taylor, Dion

Nay: None

Abstain: Scheider

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

Suspension Review

Vote on Student Assistant Superintendent Dase recommended the Board of Education "support and authorize the issuance of a decision in the suspension review for Student# 312170 consistent with the findings from the Hearing Officer's Report, and that Student# 312170's Suspension remain on record through the 2022-2023 school year.

> Mr. Scheider moved to approve the recommendation, seconded by Dr. Collins-Brown. Hearing no questions, President Taylor called for a Roll Call Vote:

Aye: Scheider, Taylor, Banks, Clevenger

Nay: Collins-Brown Abstain: Dion and Lewis

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

Motion carried. Student# 312170 Suspension was approved to remain on record through the 2022-2023 School Year as presented.

Expulsion Extension or

Revocation

Vote on Student Assistant Superintendent Dase recommended the Board of Education approve to extend the expulsion period with a stay for Student 2223-0001 (202194) for the remaining of the 2022-2023 school year and all of the 2023-2024 school year with a continued stay for alternative education.

> Mr. Scheider moved to approve the recommendation, seconded by Mr. Dion. Hearing no questions, President Taylor called for a Roll Call Vote: Aye: Collins-Brown, Dion, Clevenger, Scheider, Banks, Taylor

Nav: None Abstain: Lewis

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

Student# 2223-0001 (202194) Expulsion Extension for the remaining of 2022-2023 and all of 2023-2024 School Years was approved as presented.

as presented.

Motion carried.

Attorney Braun clarified that the abstains were due to Board Members not present during the entire hearing.

Personnel **Action Items**

Assistant Superintendent Dase recommended the Board approve the Personnel Action Motion carried. Items listed in the Memo from Jason Fox, Director of Human Resources and the Personnel Human Resources Department as presented. Action Items were approved

Mr. Scheider moved to approve the recommendation, seconded by Dr. Collins-Brown. Hearing no questions, President Taylor called for a Roll Call Vote: Aye: Dion, Clevenger, Banks, Collins-Brown, Taylor, Scheider, Lewis

| None all Vote: 7 Aye, 0 Nay, 0 Absent ant Superintendent Dase recommended the Board approve the ors, LLC Consulting Agreement with Hope Academy as present lins-Brown moved to approve the recommendation, seconded g no questions, President Taylor called for a Roll Call Vote: | ented. 1st Class Ed Agreement by Mr. Dion. with Hope |
|---|--|
| ors, LLC Consulting Agreement with Hope Academy as presentlins-Brown moved to approve the recommendation, seconded g no questions, President Taylor called for a Roll Call Vote: | ented. 1st Class Ed Agreement by Mr. Dion. with Hope |
| Clevenger, Banks, Scheider, Lewis, Taylor, Dion, Collins-Brov None all Vote: 7 Aye, 0 Nay, 0 Absent | Academy was approved as presented. |
| er 12 Early Release Day for ALL Students - Early release times for each school are listed or page at www.dps61.org/belltimes 14 Eisenhower High School Homecoming Parade and Ga 14 End of Quarter 15 Eisenhower High School Homecoming 21 Parent/Teacher Conferences/Report Card Distribution - NO SCHOOL FOR STUDENTS Note: October 15 th is the Deadline for Required Immunizations als for the 2022-2023 School Year. There will be NO attendet without State health-required immunizations and/or physical parameters. 15 Eisenhower High School Homecoming 26 Parent/Teacher Conferences/Report Card Distribution - NO SCHOOL FOR STUDENTS Note: October 15 th is the Deadline for Required Immunizations and/or physical parameters. 16 Parent/Teacher Conferences/Report Card Distribution - NO SCHOOL FOR STUDENTS Note: October 15 th is the Deadline for Required Immunizations and/or physical parameters. 17 Parent/Teacher Conferences/Report Card Distribution - NO SCHOOL FOR STUDENTS Note: October 15 th is the Deadline for Required Immunizations and/or physical parameters. 18 Parent/Teacher Conferences/Report Card Distribution - NO SCHOOL FOR STUDENTS | ations and dance of any vsicals. Millikin elds, Executive |
| 3042 and/or at zshields@dps61.org MEETING blic portion of the next regular meeting of the Board of Educa M, Tuesday, October 25, 2022 at the Keil Administration Buil ent Taylor asked for a motioned to adjourn. Dr. Collins-Brown | ation will be at ding. |
| | page at www.dps61.org/belltimes 14 Eisenhower High School Homecoming Parade and Ga 14 End of Quarter 15 Eisenhower High School Homecoming 21 Parent/Teacher Conferences/Report Card Distribution - NO SCHOOL FOR STUDENTS 2 Note: October 15 th is the Deadline for Required Immunizations for the 2022-2023 School Year. There will be NO attendate without State health-required immunizations and/or physisty - For more information, please contact Zach Shion Director of Decatur Public Schools Foundation |



Board of Education Decatur Public Schools District #61

| Date: October 25, 2022 | Subject: Early Release of October 2022 Bill Payments |
|--|---|
| Initiated By: Dr. Mike Curry, Chief Operational Officer | Attachments: N/A |
| Reviewed By: Dr. Rochelle Clark, Superintendent | |

BACKGROUND INFORMATION:

Each month, the Board approves the agenda of bills at the first meeting of the month, typically the second Tuesday of the month. The bills are for the previous month's invoices and have a printed check date of the last day of the month.

CURRENT CONSIDERATIONS:

The first board meeting in November is the 1st, the <u>first</u> Tuesday of the month. Since vendors are accustomed to the Board meetings being held on the second Tuesday of the month, the Business Office is requesting the Board's authority to release checks on or before Wednesday, November 9th, the normal day the checks would have been released. The agenda of bills would be brought to the Board to approve retroactively at the November 15th meeting, on the third Tuesday of the month.

FINANCIAL CONSIDERATIONS:

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

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education authorize the Business Office to release October 31st (2022) bill payments on or before November 9th prior to Board retroactive approval on November 15th as presented.

| RECO | OMMENDED ACTION: | | |
|------|------------------|----------------------|--|
| _X | Approval | | |
| | Information | | |
| | Discussion | | |
| | | | |
| | | BOARD ACTION: | |



Board of Education Decatur Public Schools District 61

| Date: October 25, 2022 | 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-an explanation of the financial conditions of the Especial Education District. | 1 1 | | | |
| CURRENT CONSIDERATIONS: As the District completes September, the third modern District has expended 12.34% of its overall budge overall budget. | | | | |
| As of October 19, 2022, the State Comptroller is \$\$\\$2,867,616 of which \$2,686,387 is associated with | • | | | |
| The District's September 2022 month-end, Education Fund balance is \$40,540,725; the September 2021 month-end Education Fund balance was \$30,685,933. | | | | |
| FINANCIAL CONSIDERATIONS: n/a | | | | |
| STAFF RECOMMENDATION: The Administration respectfully requests that the financial conditions report as presented. | Board of Education approve the monthly | | | |
| RECOMMENDED ACTION: _X_ Approval Information Discussion | BOARD ACTION: | | | |

2022-2023 Decatur Public S.D. #61 Fund Balance Summary - September 30, 2022

| <u>Fund</u> | Pre Audit Fund Balance 07/01/22 | Revenues Year to Date | Expenditures Year to Date | Net Cash Flow | Change in Fund Balance | Balance 09/30/22 | Estimated Balance 06/30/23 |
|---------------------------------|---------------------------------|-----------------------|---------------------------|------------------|------------------------------|---------------------|----------------------------|
| DISTRICT # 61 | | | | | | | |
| Education | \$24,297,686 | \$34,299,707 | 18,056,668 | \$16,243,039 | \$0 | \$40,540,725 | \$ 25,270,369 |
| Operation & Maintenance | \$1,726,331 | \$3,087,327 | 2,314,589 | \$772,738 | \$0 | \$2,499,069 | \$ 1,804,288 |
| Debt Service | \$9,828,518 | \$3,421,359 | - | \$3,421,359 | \$0 | \$13,249,877 | \$ 7,154,534 |
| Transportation | \$3,672,575 | \$1,873,941 | 285,752 | \$1,588,189 | \$0 | \$5,260,764 | \$ 1,945,821 |
| IMRF | \$135,342 | \$1,811,842 | 1,099,823 | \$712,019 | \$0 | \$847,361 | \$ (194,654) |
| Social Security/Medicare | \$929,217 | \$1,638,698 | 733,488 | \$905,210 | \$0 | \$1,834,427 | \$ 552,240 |
| Capital Projects Fund | \$9,147,766 | \$12,818 | 641,404 | (\$628,586) | \$0 | \$8,519,180 | \$ 8,483,227 |
| Working Cash | \$5,926,430 | \$344,348 | - | \$344,348 | \$0 | \$6,270,778 | \$ 6,286,330 |
| Tort Immunity/Judgment | \$5,093,239 | \$2,747,134 | 1,323,489 | \$1,423,645 | (\$98,071) | \$6,418,813 | \$ 5,521,547 |
| Fire Prevention/Safety | \$5,752,167 | \$332,811 | 2,300,467 | (\$1,967,656) | \$0 | \$3,784,511 | \$ - |
| Totals District 61 | \$66,509,271 | \$49,569,985 | \$26,755,680 | \$22,814,305 | (\$98,071) | \$89,225,505 | \$56,823,702 |
| Macon-Piatt Special Ed District | \$7,480,866 | \$1,303,997 | \$2,514,598 | (\$1,210,601) | \$0 | \$6,270,265 | \$ 6,156,512 |

Macon-Piatt Special Education District Report Date: September 2022 Financial Condition as of September 30, 2022

Percent of year passed: 25%

| | Revenues | Budget | Actual Year to Date | Percent Received/Used |
|----|-------------------------|-------------|------------------------|--------------------------|
| 12 | Education Operation & | 19,046,786 | 1,303,997 | 6.85% |
| 22 | Maintenance | - | - | 0.00% |
| 42 | Transportation | - | - | 0.00% |
| 52 | IMRF | | | 0.00% |
| | Total Revenues | 19,046,786 | 1,303,997 | 6.85% |
| | Expenditures | | | |
| 12 | Education | 18,545,439 | 2,332,257 | 12.58% |
| 22 | Operation & Maintenance | 448,980 | 4,472 | 1.00% |
| 42 | Transportation | 21,750 | 4,849 | 22.29% |
| 52 | IMRF | 1,354,971 | 173,020 | 12.77% |
| | Total Expenditures | 20,371,140 | 2,514,598 | 12.34% |
| | Net Cash | | | |
| | Total Revenues | 19,046,786 | 1,303,997 | 6.85% |
| | Total Expenditures | 20,371,140 | 2,514,598 | 12.34% |
| | Net Cash | (1,324,354) | (1,210,601) | : |
| | Fund Balances | | Actual | |
| 12 | Education | | 6,270,265 | |

Decatur Public School District #61 Report Date: September 2022 Financial Condition as of September 30, 2022

Percent of year passed: 25%

| | Revenues | Tentative Budget | Actual Y-T-D | Percent Received/Used | FY 22 Percent Received/Used As Of 9/30/21 |
|----|-------------------------|---------------------|--------------|--------------------------|---|
| 10 | Education | 141,006,354 | 34,299,707 | 24.32% | 28.19% |
| 20 | Operation & Maintenance | 7,946,441 | 3,087,327 | 38.85% | 42.24% |
| 30 | Debt Service | 5,363,921 | 3,421,359 | 63.78% | 76.10% |
| 40 | Transportation | 4,332,976 | 1,873,941 | 43.25% | 44.65% |
| 50 | IMRF | 2,615,500 | 1,811,842 | 69.27% | 59.43% |
| 51 | Social Security | 1,910,450 | 1,638,698 | 85.78% | 82.15% |
| 60 | Capital Projects | 5,700,000 | 12,818 | 0.22% | 5.60% |
| 70 | Working Cash | 359,900 | 344,348 | 95.68% | 84.07% |
| 80 | Tort Immunity/Judgment | 3,101,500 | 2,747,134 | 88.57% | 86.14% |
| 90 | Fire Prevention/Safety | 367,900 | 332,811 | 90.46% | 79.87% |
| | Total Revenues | 172,704,942 | 49,569,985 | 28.70% | 33.30% |
| | Expenditures | | | | |
| 10 | Education | 140,033,671 | 18,056,668 | 12.89% | 13.84% |
| 20 | Operation & Maintenance | 7,868,484 | 2,314,589 | 29.42% | 25.03% |
| 30 | Debt Service | 8,037,905 | - | 0.00% | 0.00% |
| 40 | Transportation | 6,059,730 | 285,752 | 4.72% | 6.99% |
| 50 | IMRF | 2,945,496 | 1,099,823 | 37.34% | 21.93% |
| 51 | Social Security | 2,287,427 | 733,488 | 32.07% | 18.96% |
| 60 | Capital Projects | 6,364,539 | 641,404 | 10.08% | 54.11% |
| 70 | Working Cash | - | - | 0.00% | 0.00% |
| 80 | Tort Immunity/Judgment | 2,673,192 | 1,323,489 | 49.51% | 21.50% |
| 90 | Fire Prevention/Safety | 6,120,067 | 2,300,467 | 37.59% | 44.86% |
| | Total Expenditures | 182,390,511 | 26,755,680 | 14.67% | 18.65% |
| | Net Cash | | | | |
| | Total Revenues | 172,704,942 | 49,569,985 | 28.70% | |
| | Total Expenditures | 182,390,511 | 26,755,680 | 14.67% | |
| | Net Cash | (9,685,569) | 22,814,305 | | |
| | Fund Balances | | Actual | | |
| 10 | Education | | 40,540,725 | | |
| 20 | Operation & Maintenance | | 2,499,069 | | |
| 30 | Debt Service | | 13,249,877 | | |

| 40 | Transportation | 5,260,764 |
|----|--------------------------|------------|
| 50 | IMRF | 847,361 |
| 51 | Social Security/Medicare | 1,834,427 |
| 60 | Capital Projects | 8,519,180 |
| 70 | Working Cash | 6,270,778 |
| 80 | Tort Immunity/Judgment | 6,418,813 |
| 90 | Fire Prevention/Safety | 3,784,511 |
| | Total Funds | 89,225,505 |



Board of Education Decatur Public Schools District #61

| Date: October 25, 2022 | Subject: Treasurer's Report |
|--|--|
| Initiated By: Dr. Mike Curry, Chief | Attachments: Treasurer's Report |
| Operational Officer | |
| Cramera Carret | |
| Reviewed By: Dr. Rochelle Clark, | |
| Superintendent | |
| 1 | |
| | |
| BACKGROUND INFORMATION: | |
| The attached report details the District's investm | ents and the status of the District's cash as of |
| September 30, 2022. | |
| 1 | |
| CURRENT CONSIDERATIONS: | |
| N/A | |
| | |
| FINANCIAL CONSIDERATIONS: | |
| N/A | |
| STAFF RECOMMENDATION: | |
| | Doord of Education approve the Transport |
| The Administration respectfully requests that the | Board of Education approve the Treasurer's |
| Report as presented. | |
| RECOMMENDED ACTION: | |
| _X_ Approval | |
| Information | |
| Discussion | |
| | |
| | BOARD ACTION: |
| | |

DECATUR PUBLIC SCHOOL DISTRICT #61 TREASURER'S REPORT SEPTEMBER 2022

| | Cash/Investments as of | | | | Cash/Investments as of |
|-------------------------------|------------------------|---------------|---------------|-------------------|------------------------|
| | 08/31/22 | Receipts | Disbursements | Change/Interest | 09/30/22 |
| Education | 36,720,548.79 | 14,683,727.96 | 4,374,515.59 | 9.91 | 47,029,771.07 |
| Operations & Maintenance | 2,267,678.04 | 989,395.63 | 758,804.24 | 0.00 | 2,498,269.43 |
| Debt Service | 12,115,187.91 | 1,134,689.26 | 0.00 | 0.00 | 13,249,877.17 |
| Transportation | 4,795,090.83 | 395,274.11 | 183,880.85 | 0.00 | 5,006,484.09 |
| IMRF | 500,540.76 | 580,003.12 | 233,182.22 | 0.00 | 847,361.66 |
| Social Security | 1,487,962.19 | 524,765.76 | 178301.36 | 0.00 | 1,834,426.59 |
| Capital Projects | 8,983,819.76 | 0.00 | 464,638.72 | 0.00 | 8,519,181.04 |
| Working Cash | 6,171,960.91 | 98,817.51 | 0.00 | 0.00 | 6,270,778.42 |
| Tort/Judgment Immunity | 5,639,554.00 | 932,012.58 | 154,358.76 | 0.00 | 6,417,207.82 |
| Fire Prevention & Safety | 5,218,367.00 | 98,817.51 | 1,532,673.50 | 0.00 | 3,784,511.01 |
| Macon-Piatt Special Education | 7,515,060.24 | 173,039.79 | 1,418,585.17 | 0.00 | 6,269,514.86 |
| Activities | 537,643.45 | 4,641.76 | 15,193.72 | 0.00 | 527,091.49 |
| | 91,953,413.88 | 19,615,184.99 | 9,314,134.13 | 9.91 | 102,254,474.65 |
| | | | <u>]</u> | Dr. Michael Curry | 10/15/22 |



Board of Education Decatur Public Schools District #61

| Date: October 25, 2022 | Subject: Personnel Action |
|--|--|
| Initiated By: Jason E Fox, Director of Human Resources, and the Human Resources Department | Attachments: 5 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.

| RE | ECOMMENDED ACTION: | |
|----|--------------------|---------------|
| X | Approval | |
| | Information | |
| | Discussion | |
| | | BOARD ACTION: |

To: Board of Education

From: Jason E Fox, Director of Human Resources

Date: October 20, 2022
Board Date: October 25, 2022
Re: Personnel Action

EMPLOYMENT RECOMMENDATIONS

TEACHING ASSISTANTS:

| Name | Position | Effective Date |
|-----------------|--|------------------|
| Scott Bundy | Special Ed Assistant, Baum, 6 hours per day | October 17, 2022 |
| Siesko Deviner | Special Ed Assistant, Johns Hill, 6 hours per day | October 31, 2022 |
| Taylor Eller | Special Ed Assistant, South Shores, 6 hours per day | October 24, 2022 |
| Michael England | Special Ed Assistant, Montessori Academy, 6 hours per day | October 17, 2022 |
| Shelby Keenan | K/1 Instructional Assistant, Hope Academy, 6 hours per day | November 7, 2022 |
| Iesha O'Neal | Instructional Assistant, American Dreamer, 6 hours per day | October 17, 2022 |
| Mary Price | Special Ed Assistant, Hope Academy, 6 hours per day | October 17, 2022 |

ADMINISTRATIVE SUPPORT:

| Name | Position | Effective Date |
|-----------------|---------------------------------|------------------|
| Nicholas Peters | Educational Media Support I, IT | October 17, 2022 |

SECURITY PERSONNEL:

| Name | Position | Effective Date |
|---------------|-------------------------------------|------------------|
| Jamian Holder | School Security Officer, Johns Hill | October 24, 2022 |

EXTENDED DAY:

| Name | Position | Effective Date |
|-----------------|---|------------------|
| Amaya Coleman | Non Certified Staff, Johns Hill | October 19, 2022 |
| Tayla Dawson | Non Certified Staff, Dennis Kaleidoscope | October 19, 2022 |
| Jason Meeks | Non Certified Staff, South Shores | October 17, 2022 |
| Philip Murillo | Non Certified Staff, Parsons/Dennis Kaleidoscope/Mosaic/American Dreamer | October 11, 2022 |
| Brent Neal | Non Certified Site Coordinator, Parsons | October 17, 2022 |
| Sylvia Reed | Non Certified Staff, Montessori Academy | October 20, 2022 |
| Tara Robinson | Non Certified Staff, Parsons | October 17, 2022 |
| Melissa Rodgers | Non Certified Staff, Dennis Kaleidoscope/Mosaic | October 11, 2022 |
| Karissa Spitzer | Non Certified Staff, Franklin Grove | October 24, 2022 |
| Linda Tyus | Non Certified Site Coordinator, Various Schools | October 14, 2022 |
| Kyler Works | Non Certified Staff, Dennis Kaleidoscope/Mosaic | October 11, 2022 |

SCHEDULE B:

| Name | Position | Effective Date |
|-----------------|--|------------------|
| Lonnell Lowery | 8th Grade Boys Basketball Coach, Johns Hill | October 17, 2022 |
| Katherine Macri | .5 FTE Middle School Cheerleading Coach, American Dreamer | October 18, 2022 |
| Deante Smith | 8th Grade Boys Basketball Coach, American Dreamer | October 17, 2022 |
| Chelsea Walters | .5 FTE Middle School Cheerleading Coach, American Dreamer | October 18, 2022 |

TRANSFERS

OFFICE PERSONNEL:

| Name | Position | Effective Date |
|------------------|---|------------------|
| Michelle Haskell | From Pre K Grant Secretary, Pershing @ Garfield to Pre K Grant Secretary, Pershing | July 1, 2022 |
| Paula Morrell | From Secretary to the Assistant Principal, Parsons to Small Learning Community Secretary, Stephen Decatur | October 17, 2022 |

TEACHING ASSISTANTS:

| Name | Position | Effective Date |
|----------------|--|------------------|
| Tina Griffey | From LPN Assistant, Dennis Kaleidoscope/Mosaic, 8 hours per day to LPN Assistant, Montessori Academy, 8 hours per day | October 11, 2022 |
| William Wagner | From Special Ed Assistant, Eisenhower, 6.5 hours per day to Special Ed Assistant, Stephen Decatur, 6.5 hours per day | October 11, 2022 |

CUSTODIAN:

| Name | Position | Effective Date |
|---------------|--|------------------|
| Arthur Walker | From 2nd Shift Custodian, Dennis Kaleidoscope to 2nd Shift Custodian, Parsons | October 17, 2022 |

ADMINISTRATIVE SUPPORT:

| Name | Position | Effective Date |
|--------------|---|------------------|
| Leslie Risby | From Innovative Programs Coordinator to Innovative Programs Supervisor | October 26, 2022 |

CATEGORY CHANGE:

| Name | Position | Effective Date |
|-----------------|---|------------------|
| Keisha Holliday | From Transportation Analyst, Transportation to Human Resources Analyst, Human Resources | October 17, 2022 |

RESIGNATIONS

TEACHER:

| Name | Position | Effective Date |
|--------------------|-----------------------|------------------|
| Lauren Lake-Becker | Grade 6, Hope Academy | October 21, 2022 |

TEACHING ASSISTANTS:

| Name | Position | Effective Date |
|------------------|---|--------------------|
| Lydia Henson | Sign Language Interpreter Assistant, Macon Piatt | November 3, 2022 |
| Simone Houston | K/1 Instructional Teaching Assistant, South Shores | November 2, 2022 |
| Abigail Schwartz | Special Ed Early Childhood Assistant, Pershing | September 16, 2022 |
| Kateriona Thomas | K/1 Instructional Assistant, Montessori Academy | November 3, 2022 |

OUTREACH PERSONNEL:

| Name | Position | Effective Date |
|------------|---------------------------|------------------|
| Megan Vaca | Parent Educator, Pershing | November 4, 2022 |

EXTENDED DAY PERSONNEL:

| Name | Position | Effective Date |
|-----------------|--------------------------------------|-----------------|
| Christina Owens | Non Certified Staff, Stephen Decatur | October 7, 2022 |

SCHEDULE B:

| Name | Position | Effective Date |
|-------------------|---|------------------|
| Deante Smith | 8th Grade Girls Basketball Coach, Montessori Academy | August 15, 2022 |
| Tyraneious Thomas | Elementary Boys Basketball Coach, Hope Academy | October 18, 2022 |

COMPENSATION RECOMMENDATIONS:

• The following staff members should be compensated for participating in First Quarter Team Meeting Stipends from August 9-October 14, 2022 at Parsons:

| Greg Green | \$50.01 | Candice Michener | \$66.68 |
|----------------------|---------|-------------------|----------|
| Kathryn Rodgers | \$50.01 | Lisa Landacre | \$33.34 |
| Elizabeth Case | \$50.01 | Stacey Wilson | \$33.34 |
| Elizabeth Karakachos | \$16.67 | Jaime Goodman | \$33.34 |
| Olivia Mannlein | \$50.01 | Ashley Ignatowski | \$33.34 |
| Heather Groves | \$66.68 | Alicia Rosier | \$33.34 |
| Theressa Tozer | \$50.01 | Mary Watts | \$33.34 |
| Carrie Sager | \$33.34 | April Flint | \$100.02 |
| Jaci Cecil | \$33.34 | Grace Oxley | \$33.34 |
| Sheree Park | \$33.34 | C Roxann Kennedy | \$33.34 |
| Hannah Hillman | \$66.68 | Melissa Goede | \$66.68 |
| Christina Woo | \$33.34 | Andrea Wakeland | \$83.35 |
| Peter Brown | \$33.34 | Tara Lueras | \$33.34 |
| Lyndsay Lemanczyk | \$33.34 | Caitlin Brock | \$66.68 |

• The following staff member should be compensated **\$99.00** for participating in Unique Learning Systems on August 8, 2022 at Eisenhower: Stephanie Shook



Board of Education Decatur Public Schools District #61

| Date: October 25, 2022 | Subject: Ancillary Wages |
|--|---|
| Initiated By: Jason Fox, Director of Human Resources and Deanne Hillman, Interim Director of Human Resources | Attachments: Amended Rate of Pay for Short- term Ancillary Employees |
| Reviewed By: Dr. Rochelle Clark, Superintendent | |
| BACKGROUND INFORMATION: Ancillary wages are updated periodically as neede | ed. |

CURRENT CONSIDERATIONS:

Find attached recommended changes for 2022-2023 as noted:

- Added Hourly Rate of \$15.00 for Substitute Teamster
- Added Hourly Rate of \$15.00 for Non-certified Substitute (applies to Professional Development after school hours)

FINANCIAL CONSIDERATIONS:

The respective increased costs will be paid from the Human Resources Department budget.

STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the adjusted rates effective from October 26, 2022 through June 30, 2023, as presented.

| KE | COMMENDED ACTION: | |
|----|-------------------|---------------|
| X | Approval | |
| | Information | |
| | Discussion | |
| | | BOARD ACTION: |

FY 2022-23 Rate of Pay: Flat Rate Short-term Ancillary Employees

| Category | Daily/Hourly | Rate 2022-2023 |
|---|--------------|-----------------------------------|
| Substitutes | | |
| Substitute Assistant | Н | \$15.00 |
| Substitute Clerical | Н | \$15.00 |
| Substitute Security | Н | \$15.00 |
| Substitute Liaison | Н | \$15.00 |
| Substitute Crossing Guard | Н | \$15.00 |
| Substitute Teacher Daily | D | \$150.00 |
| Substitute Teacher – Long term in single position* | D | \$185.00 |
| Non-Degree Short-Term Substitute (may not exceed 15 days in a single position) | D | \$105.00 |
| Vacant Teaching Position – Long term in single position | D | \$255.00 |
| Vacant Position: Licensed Social Worker, Speech, Psychologist | D | \$300.00 |
| Substitute School Nurse | D | \$140.00 |
| Substitute ISBE Certified Nurse | D | \$150.00 |
| Substitute Assistant Principal | D | \$225.00 |
| Substitute Principal | D | \$400.00 |
| Interim District Leadership Team | D | \$500.00 |
| Substitute Special Education Administrator | D | \$260.00 |
| Substitute Custodian | Н | \$15.00 |
| Substitute Custodian-Retired | Н | Step 1 of custodian wage schedule |
| Substitute Teamster | Н | \$15.00 |
| Athletics | | |
| Game Day Personnel – Operations | Н | \$15.00 |
| Game Day Personnel - Score Board Operator / Score Keeper | Н | \$15.00 |
| Game Day Personnel - Gym Manager | Н | \$15.00 |
| Track Timer (Trained) | D | \$150.00 |
| Cross Country Timer (Trained) | D | \$150.00 |
| Miscellaneous | | |
| Hearing Officer | D | \$250.00 |
| Intern | Н | \$15.00 |
| Bus Supervisor | Н | \$15.00 |
| Home Study | Н | \$33.00 |
| Crossing Guards | Н | \$15.00 |
| Police Liaison Officer | Н | \$40.00 |
| Hourly Certified Substitute | Н | \$33.00 |
| Hourly Non-Certified Substitute | Н | \$15.00 |

^{*}Long term and extended are defined as 30 days.



Board of Education Decatur Public Schools District #61

| Date: October 25, 2022 | Subject: Service Agreement for Education Lane, LLC and Stephen Decatur Middle School |
|---|---|
| Initiated By: Mary Ann Schloz, Assistant Director of Finance, Grants, & Special Projects; | Attachments: Educational Consultating Proposal by Education Lane, LLC and Stephen Decatur Middle School |
| Reviewed By: Dr. Rochelle Clark, Superintendent; Dr. Michael Curry, Treasurer | |

BACKGROUND INFORMATION:

Education Lane, LLC will provide professional learning opportunities and services to be delivered based on the unique needs of the students, staff, and community within the school. Every services shall be centered on the principle of equity so that each activity has the effect of providing additional supports to the students that need the most supports.

CURRENT CONSIDERATIONS:

The attached contracts are for the service relationship between Education Lane, LLC and Stephen Decatur Middle School.

FINANCIAL CONSIDERATIONS:

The individual contracts with Education Lane, LLC will be paid in full using Title I Grant funds.

• The contract between Education Lane, LLC and Stephen Decatur Middle School for \$15,600.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve Education Lane, LLC consulting agreement with Stephen Decatur Middle School as presented.

| RF | ECOMMENDED ACTION: | |
|----|--------------------|---------------|
| X | Approval | |
| | Information | |
| | Discussion | BOARD ACTION: |



- 1 Description of Services to be Rendered.
 - 1.1 This contractual agreement ("Agreement") is entered into by and between DPS #61 Stephen Decatur Middle School (Local Education Agency) and Education Lane ("Consultant") to provide professional learning opportunities and services to be delivered to Local Education Agency by Consultant and to specify the costs, scope, and administration of those supports and services as provide herein.
 - 1.2 Services provided by consultant shall be based on the unique needs of the students, staff, and community within the District/School. Further, every service provided by consultant shall be centered on the principle of equity so that each activity has the effect of providing additional supports to the students that need the most supports. Service to be rendered under this Agreement are set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

2 Pricing

- 2.1 Education Lane, LLC will invoice each Local Educational Agency separately for its actual share of the costs of the supplies or services purchased. The credit or liability of each Local Educational Agency shall remain separate and distinct.
- 2.2 Local Educational Agency shall remit payment for services once the Project funds are available. One invoice will be sent monthly for all expenses incurred each month. Invoices will be sent the last day of the month and will be remitted to Education Lane, LLC within 30 days.

3 Operation

3.1 District administrators shall collaborate and cooperate with Education Lane, LLC in providing the services.

4 Terms of Agreement

- 4.1 The term of this Agreement shall be the school year 2022 commencing August 1, 2022 and terminating on June 30, 2023.
- 4.2 The parties may extend this Agreement for additional periods, contingent on sufficient funding, upon mutual written consent and notwithstanding any contrary provision in this Agreement. Either party may terminate the Agreement for cause thirty (30) days after written notice to cure is given and provided no cure has been made within the said thirty (30) days; furthermore, either party may terminate this Agreement without cause upon ninety (90) days written notice. All notices hereunder shall be certified mail with return receipt and shall be deemed effective as of the date received.
- Both parties understand and agree that Education Lane, LLC and its agents, employees and representatives are independent contractors responsible to its own employees, representatives, and agents, for all insurance coverage, including, but not limited to public liability, personal medical and health, and workmen's compensation insurance, as appropriate.
- 6 Education Lane, LLC will abide by all federal and state regulations.
- 7 To the extent permitted by law, both parties shall defend, indemnify, and hold harmless the other party against any and all liability, claims, and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any property occurring in connection with or in any way incidental to or arising out of either party's occupancy, use, operation, or



performance of work hereunder, resulting in whole or in part from the acts or omissions of the indemnifying party or its personnel. Both parties specifically represent that this agreement for indemnification does not waive any statutory immunity to which they, or either of them, may be entitled by law, nor does it create any rights of action in any third part. The indemnified party shall promptly notify, in writing, the indemnifying party of any such claim or suit and shall cooperate fully with the indemnifying party in defense and/or settlement thereof.

8 This Agreement is effective July 1, 2022, by and between DPS #61 - SDMS and Education Lane, LLC.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year set forth below.

| strict Consulting Firm: | |
|-------------------------|----------------------------------|
| Ву: | By: <u>Cathleen J Weber, mgr</u> |
| Name: | Name: <u>Cathleen J Weber</u> |
| Title: | Title: Manager |
| Date: | Date: <u>10/12/22</u> |

A.1. Governance and Management (Insert general description of services as needed here and in the chart below. Create additional rows in the chart as needed.)

| Scope of Services | Timelines | Benchmarks/Deliver ables | Costs |
|--------------------------------------|---|---|---|
| Administrative coaching & guidance | August 2022 thru June 2023 | Implement monthly school improvement activities aligned to SIP goals | 3 hrs X 9 months X \$300 per hour = \$8100 |
| School Improvement Team Consultation | 3 rd Tuesday of month – Sept -May | Complete grant revisions, IQFSR, set tasks/activities, monitor implementation | 1 hrs X 9 months X \$300 = \$2700 |

2. Curriculum and Instruction

| Scope of Services | Timelines | Benchmarks/Deliverables | Costs |
|---|--|---|---|
| Data Analysis with Education Lane Consultant, Cathleen Weber | September 2021 through May, 2022 | Understanding data—4 sessions, receipt of IAR scores & FastBridge testing, totaling 16 hours= 4 4-hour sessions | \$300 per hour X 16 hours = \$4,800.00 |
| Original contract 8.24.22 | | Total: | \$15,600 |

Consultant is NOT an approved learning partner. Services may be paid through allocations in Title II for professional development activities, ESSER III to address learning loss, or from the Local Education Fund. Consultant cannot be paid out of the IL-EMPOWER 1003 grant.

ILLINOIS TUTORING INITIATIVE PROJECT PARTNER DISTRICT MEMORANDUM OF UNDERSTANDING

| This Memorandum of Understanding ("MOU"), da | ted - 06/30/2023 establishes |
|---|---|
| mutual understandings and agreements between the Bo | ard of Trustees of the Illinois State University, a |
| body corporate and politic of the State of Illinois ("ISU") a | ind ("Institutional Partner Organization" or "IPO") and |
| District # | _ ("Participating District"). |

WHEREAS, the Illinois State Board of Education and the Illinois Board of Higher Education entered into an Intergovernmental Grant Agreement dated July 1, 2021 (the "IGA") whereby IBHE agreed to provide high-impact tutoring services to assist in K-12 educational recovery from COVID-19 consistent with ISBE's federal obligations under the Coronavirus Aid Relief, and Economic Security Act ("CARES" Act) for the Elementary and Secondary School Emergency Relief Fund ("ESSER II")(CFDA# 84.425D), including but not limited to the maintenance and processing of Confidential Data, including any and all data as described herein;

WHEREAS, IBHE implement a statewide high-impact tutoring program by working with Illinois institutions of higher education in six regions (IPOs) to identify, train, match, support, and compensate tutors as they work with public school students (the "Project").

WHEREAS, ISU will serve as the state-wide project coordinator and data processor for the Project;

WHEREAS, each IPO will work directly with Participating Districts to facilitate selection of students from the district to participate in the Project, coordinating and implementing tutoring for participating students, and coordinating with ISU to gather program metrics, academic outcome information, and other data; and

WHEREAS the Participating District has agreed to participate in the Project, to facilitate the enrollment and participation of district students in the tutoring program for the 2021-2022, and 2022-2023 academic years;

NOW, therefore, the parties desire to enter into this MOU for the purposes and under the terms and conditions set forth below.

- 1. All parties hereby acknowledge that this Project is governed by the terms of the IGA or related sub-awards to the extent such terms are applicable to the party.
- 2. Project Scope.
 - a. Participating District agrees to perform the following tasks with respect to the Project:
 - i. Participating Districts agree to conduct the Project in accordance with Project policies, procedures, and guidelines approved by IBHE.
 - ii. Participating District will identify students recommended to participate in the high-impact tutoring program. Participating District will provide IPO and ISU with requested demographic and academic information for students as described on Exhibit A.
 - iii. Participating District will send identified students' information about the Project and facilitate the enrollment of students in the Project.
 - iv. Participating Districts will engage with, coordinate with, and collaborate with IPOs to share student information to inform and integrate tutoring sessions with Participating District and classroom curricula.
 - v. Participating District will identify one central liaison/point of contact listed in Exhibit B (potentially the Participating District curriculum coordinator or similar role) for IPOs to collaborate and work with to implement the Project.
 - vi. Participating District will identify district-specific materials and resources they would like tutors to use to supplement high-impact tutoring sessions for participating students.
 - vii. Participating District will distribute recruitment materials to colleagues and community partners to assist with workforce development.

- viii. Participating District will accept Illinois Tutoring Initiative required criminal background checks pursuant to the Illinois School Code conducted via a vendor at the Regional Office of Education(s). Should a Participating District determine that tutors are required to complete an additional district-level criminal background check, the Participating District shall assume all costs.
- ix. Participating Districts will identify, coordinate, make available and schedule appropriate facilities for conduct of on-site tutoring sessions for participating students.
- x. Participating Districts will grant access to district information technology (e.g. district learning platform such as Google Classroom), as necessary, to enable tutor and IPO to access curricular materials for the purpose of aligning tutoring materials with district/classroom educational content. Participating District will also make an appropriate learning program for conducting synchronous, online tutoring sessions, in the event Participating District would not permit use of ISU's approved platform.
- b. IPO agrees to perform the following tasks with respect to the Project:
 - i. IPOs agree to conduct the Project in accordance with Project policies, procedures, and guidelines approved by IBHE.
 - IPOs will recruit and hire project staff, including tutors to deliver tutoring sessions, in a face-to-face or online modality, as mutually determined by the IPO and Participating District.
 - iii. IPOs will work directly with Participating District to coordinate, schedule, and implement tutoring sessions for participating students.
 - iv. IPOs will work directly with Participating District liaison district curriculum coordinators to collect and collate district-specific tutoring materials and resources to ensure alignment of tutoring sessions with district curriculum.
 - v. IPOs will manage Participating District's enrollment and participation in the Project, in consultation with ISU.
 - vi. IPO will maintain a library of tutoring materials and bank of laptops and iPads for use in tutoring sessions as needed as well as a Wi-Fi unit to be used for any tutoring sessions as needed.
 - vii. IPOs will provide oversight of tutors in accordance with Project standards, including ongoing oversite and summative evaluations of tutors, regular review of tutoring session notes, ensuring tutoring data is entered to ISU management system.
 - viii. IPOs will support Project data collection as determined by ISU and prepare related reports.
 - ix. IPOs will ensure tutoring data is input into ISU management system for the overall tutoring initiative, support other related data collection as determined by the state agency team and ISU, and prepare related reports.
 - x. All IPOs will meet regularly with ISU in addition to quarterly business meetings and any meetings required by the Project.
 - xi. IPOs will provide both physical space for staff and project materials and needed technology (computers, printers, Wi-Fi access, peripherals). IPs will provide budgetary management for grant processes. IPOs will hire at least one staff member in accordance with the budget.
- 3. Illinois State University Responsibilities. ISU agrees to perform the following tasks with respect to the Project:
 - a. ISU will meet regularly with all IPOs and manage all aspects of the overall Project.
 - b. ISU will develop the system that will be used to manage the Project, to facilitate exchange of information between each IPO, Participating District, ISBE and IBHE. This information shall include but not be limited to student demographic and academic information and tutor demographic information.
 - c. ISU will provide Project marketing and communication plans for IPOs and Participating Districts.
 - d. ISU will develop, coordinate and provide select materials to IPOs to facilitate the training of tutors, conduct required criminal background checks for tutors, match tutors with participating students, maintain the learning management software to support tutoring sessions, and collect required program outcome information.
 - e. For those students who cannot be supported by IPO/Participating District, ISU will facilitate

- online sessions for a Participating District. These online sessions will be centrally-coordinated and will focus on secondary math.
- f. ISU will develop all tutor protocols and procedures to be used by IPOs including but not limited to Tutor Code of Conduct, Template for Tutor Hiring, and Template for Tutor Evaluation.
- g. ISU will develop protocols outlining IPO and Participating District partner, and tutor roles, responsibilities, and expectations within the context of the Project.
- h. ISU will coordinate and house program data, prepare reports, and support program evaluation functions in accordance with overall program aims and requirements.
- i. ISU will also, as necessary, perform functions of IPO depending on the Participating District.
- 4. Student Data Protection Terms and Conditions.
 - a. Each party hereby agrees to comply with the Student Data Provisions as set forth in Part II, Section 32 of the IGA, when performing duties pursuant to this MOU.
 - b. By participating in the Project, ISU, IPO and Participating District will provide, receive, and have access to information, including individually identifiable information, on students, including prior Illinois students ("Student Data"); educators, including educator licensure and service record data ("Educator Data"); programs; schools or institutions; and districts (collectively "Confidential Data") necessary for required federal reporting, to audit and evaluate education programs and to perform studies for, or on behalf of, public elementary and secondary schools, all in a manner consistent with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("FERPA"), the Illinois School Student Records Act (105 ILCS 10/1, et seq.) ("ISSRA"), the Illinois Freedom of Information Act (5 ILCS 140)("FOIA"), the Privacy Act of 1974, 5 U.S.C. § 552a, and other applicable laws. The data access, use and security restrictions set forth in this Section shall apply to the receipt, use, disclosure, and maintenance of all Confidential Data within the scope of this MOU.
 - c. It is understood and agreed that, with a Participating District's consent provided by an authorized official, IBHE, ISU, or a IPO may identify such district as a participant in the Illinois Tutoring Initiative in publications, announcements, reports, flyers, brochures and other project material. The parties agree that identification of a Participating District in such circumstances is authorized and does not constitute a violation of the Student Data Provisions of this MOU, or the corresponding provisions in the IGA.
 - d. It is understood and agreed that all parties will treat Confidential Data in accordance with applicable state law and manage requests and responses for information under the Illinois Freedom of Information Act, 5 ILCS 140/, consistent with that designation.
 - e. Each party agrees to the following:
 - i. Protection and Purpose. All Confidential Data must (i) be maintained in strict confidence by IPO and/or Participating District and must not be disclosed to any third party except to ISU's, IPO's and/or Participating District's employees, affiliates, agents as listed in Exhibit B who are directly involved in the Project and who need to know such information for the purposes of providing the data necessary to provide services under the Project. It is acknowledged that parties may identify individuals who are directly involved in the Project and who need access Confidential Data. Exhibit B may be updated by an IPO and/or Participating District by providing prior notice to ISU for any changes on a schedule mutually agreed by the parties.
 - ii. Use of Confidential Data. The Confidential Data is for the sole purpose of ensuring that ISU safeguards the Confidential Data transmitted by ISBE or by other Project Partners. The parties agree to use the Confidential Data for the sole purpose of performing services under this Agreement or may not be reproduced, copy, electronically distributed or incorporate into derivative works the Confidential Data unless necessary for the authorized purpose and approved in advance by ISBE.
 - iii. Acknowledgement. The IPO and Participating District agree that each employee with access to Confidential Data must be informed of this Agreement and must acknowledge in writing or via email their agreement to abide by it and the confidential nature of the Confidential Data by completing the Confidential Data Security Acknowledgement attached as Exhibit D.
 - iv. The IPO and Participating District agree to protect all Confidential Data in accordance with standards identified in Exhibit C with the same degree of care as normally used in the

- protection of the party's own confidential and proprietary information, but in no case with any less degree than commercially acceptable standards.
- v. Confidential Data must be kept secure and protected by IPO and/or Participating District. IPO and/or Participating District hereby certifies that it has the capacity to restrict access to Confidential Data and will develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of any electronically maintained or transmitted Confidential Data received from, or on behalf of the Project. IPO and/or Participating District acknowledges that the use of unsecured telecommunications, including the Internet or email, to transmit individually identifiable or deducible information derived from the Confidential Data is strictly prohibited. No Confidential Data must be disclosed under this MOU to any person or entity who has not agreed to operate with the terms and conditions of this Agreement and acknowledged in writing or via email their agreement to abide by it and the confidential nature of the Confidential Data. This includes email, voice mail, and other electronic forms of communication.
- vi. IPO and/or Participating District must immediately report to ISU any use or disclosure of Confidential Data not authorized by this Agreement, which report must identify the nature of the unauthorized use or disclosure, what IPO and/or Participating District have done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and what corrective action IPO and/or Participating District have taken or will take to prevent future unauthorized use or disclosure. If it is determined that IPO and/or Participating District have breached any of its obligations under this Agreement, ISU, in its sole discretion, must have the right to terminate this Agreement. Any breach of the security of any Confidential Data provided to any person or entity under this Agreement must be subject to the terms and provisions of the Personal Information Protection Act (815 ILCS 530/1, et seq.).
- f. The following Exhibits are hereby incorporated by reference and expressly made a part of this Agreement.
 - Exhibit A Specifications for Shared Data and Use
 - Exhibit B Authorized Users
 - Exhibit C Data Security Requirements
 - Exhibit D Confidential Data Security Acknowledgement
 - Exhibit E Project Research Student Data Information
- 5. MOU General Terms and Condition: All parties agree to the following general terms and conditions.
 - a. Term and Termination. This Agreement must become effective on the date of signature of the last signatory to the Agreement and subject to any earlier termination as provided herein, must remain in full force and effect a) for IPOs and ISU through and including June 30, 2023 (the "Term") and b) for Participating Districts for the academic year in which tutoring services are provided. Notwithstanding any other provisions to the contrary, either party, by written notice, may terminate its participation in this Agreement in whole or, from time to time, in part, upon thirty (30) calendar days' prior written notice to the other Party.
 - b. It is understood and agreed that neither party to this MOU shall be legally liable for any negligent or wrongful acts, either of commission or omission, of the other, unless such liability is imposed by law and this MOU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.
 - c. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. Neither party shall engage in unlawful discrimination or harassment against any person because of race, color, ancestry, national origin, religion, pregnancy, sexual orientation, order of protection, gender identity and expression, age, marital status, disability, genetic information, unfavorable military discharge, status as a veteran, or sex (including sexual harassment, sexual assault, domestic violence, dating violence, and stalking). Participating District/IPO agrees to cooperate with any IPO (or ISU) investigation and/or complete its own review and provide the IPO with a written outcome of its appropriate review and handling of any complaints of discrimination or harassment made by participating students arising out of this Agreement.
 - d. Neither party shall use the name of the other in any written material without the prior written consent of the other party. Neither Participating District or IPO may use written publications,

announcements, reports, flyers, brochures or other written materials relating to the Project without prior approval from ISU. The relationship of each party to the other under this MOU shall be that of independent contractor, and no employment, partnership or joint venture relationship shall be created by the entry into or performance of this MOU by the parties.

- h. This MOU may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld.
- i. This MOU, attachments, and incorporated references shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior communications and writings with respect to the content of said MOU.
- j. This MOU may not be amended by either party unless such amendment is mutually acceptable to both parties, and is reduced to writing and signed by both parties.
- k. Any notice required hereunder shall be deemed given when delivered in person or three (3) days after being sent by first class mail to the following addresses, which may be changed by notice provided pursuant to this MOU:

For Illinois State University

Dr. Craig C. McLauchlan
Associate Vice President for Research and Graduate Studies
Illinois State University
Research and Sponsored Programs
Campus Box 3040
Normal, IL 61790-3040 USA

(309) 438-2528 ResearchOffice@IllinoisState.edu

With a cc:

Dr. Christy Borders
Director, Illinois Tutoring Initiative
Illinois State University
College Place Uptown, 214A
Normal, IL 61790
(309) 438-8636
Christy.borders@illinoisstate.edu

For IPO:

Kim Champion IPO Coordinator Illinois State University College Place Uptown, Suite C, Room 214 Normal, IL 61790 (309) 438-1828 kaaitke@ilstu.edu

| Participating District: | |
|--------------------------|--|
| District Contact Name: | |
| District Contact Title: | |
| District Name: | |
| District Address: | |
| District Address: | |
| District Phone: | |
| District Contract Email: | |
| | |

I. The failure of either party to enforce any provision hereof shall not be construed as a waiver of such party's right to enforce such provisions in the future. In the event that any provision of this MOU shall be held to be void, voidable or otherwise unenforceable, the remaining provisions shall remain in full force and effect. This MOU shall be governed by the laws of the State of Illinois,

without regard to the conflicts of laws. Any dispute arising hereunder shall be brought only in the proper courts located in Illinois, all protest based on jurisdiction or venue being hereby waived.

Date

m. This MOU may be executed in counterparts, including by facsimile signature, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

This MOU and the rights and obligations under the Agreement may not be transferred or assigned by any party without the prior written consent of ISU. No party may assign this Agreement or any of the rights hereunder or assign or delegate any of the obligations hereunder, without the prior written consent of ISU.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first written above.

Board of Trustees of Illinois State University as Institutional Partner Organization (IPO)

Craig C. McLauchlan by HWR

Signature
Craig C. McLauchlan by HWR

Craig C. McLauchlan Bate

Date

Date

Craig C. McLauchlan Bate

Date

Date

Craig C. McLauchlan Bate

Date

Craig C. McLauchlan Bate

Date

Date

Craig C. McLauchlan Bate

Date

Craig C. McLauchlan Bate

Date

Date

Craig C. McLauchlan Bate

Date

Craig C. McLauchlan Bate

Date

Date

Craig C. McLauchlan Bate

Date

Signature

District Signatory Name: District Signatory Title:

EXHIBIT A SPECIFICATIONS FORSHARED DATA AND USE

A. PURPOSE

ISU will receive student-level information, demographic information, course grades in mathematics, and local assessment scores and focus areas from Participating Districts for students eligible to participate in the tutoring program. This information shall include but not be limited to student-level information, demographic information (name, race/ethnicity, grade level, tutored subject area, low-income status, special education status, and English learner status), course grades in mathematics, and local assessment scores and focus areas. All information will be provided subject to appropriate parent consent requirements.

The specific ISU/Participating District data exchange shall be as follows:

- Participating District will submit a list of participating and non-participating students to ISU, including
 the student's unique student identifier ("SSID") through the Statewide Student Information System
 ("SIS"), demographic information (name, race/ethnicity, grade level, tutored subject area, low-income
 status, special education status, and English learner status, course grades in mathematics, and local
 assessment scores and focus areas.
- Participating Districts will coordinate regarding enrollment of district students in the Project.
- As tutoring progresses throughout each academic year, the Participating District will share individual curriculum, academic progress, and other academic information regarding tutoring outcomes.
- This information will be provided on a schedule mutually agreed by the parties.

The specific Participating District/IPO data exchange shall be as follows:

- Participating district will submit course grades in mathematics, and local assessment scores and focus areas for participating students to the IPO.
- Participating Districts will coordinate regarding enrollment of district students in the Project.
- As tutoring progresses throughout each academic year, the Participating District will share individual curriculum, academic progress, and other academic information regarding tutoring outcomes.
- IPO will assist Participating Districts with submission of all project data.
- This information will be provided on a schedule mutually agreed by the parties.

The specific ISU/IPO data exchange shall be as follows:

- IPO will coordinate with ISU regarding hiring and training of IPO tutors.
- As part of this process, IPO will provide information regarding tutors including the total number of tutors employed by the program disaggregated by race/ethnicity, and the total number (or percentage) of tutors employed, who (a) were full or part time undergraduate or graduate students, (b) were enrolled in an approved educator preparation program (c) are fluent in two or more languages.
- IPO will assist Participating Districts with submission of all project data.
- This information will be provided on a schedule mutually agreed by the parties.

B. DATA ELEMENTS TABLES

Participating Districts will provide ISU with the following data elements for students:

Part 1 – Initiative Implementation

- SIS ID number
- Name (first, last middle)
- DOB
- Grade level
- Recommended Tutoring subject area (grades 3-8 reading and math; high school math)
- Local assessment/evaluation scores and focus areas
- High school math grades

Part 2 – Reporting and Research

- Race/ethnicity
- Low-income status
- Special education status
- English Learner status

IPO will provide ISU with the following data elements for tutors:

Tutor Information

- Last Name
- First Name
- Middle Name

Demographic Data

- Race/ethnicity
- Gender
- Birth Date

Tutor Academic Information:

- Whether tutor is a full or part-time undergraduate or graduate student.
- Whether tutors is enrolled in an approved educator preparation program.
- Whether the tutor is fluent in two or more languages.

Student Online Personal Protection Act. During the term of this Agreement, IPO agrees to comply with the Student Online Personal Protection Act, 105 ILCS 85 ("SOPPA"). IPO agrees to not knowingly commit any of the prohibitions outlined in Section 10 of SOPPA, 105 ILCS 85/10 and to abide by the duties outlined in Section 15 of SOPPA, 105 ILCS 85/15. IPO also agrees to implement and maintain reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect covered information – as that term is defined in Section 5 of SOPPA, 105 ILCS 85/5 – from unauthorized access, destruction, use, modification, or disclosure.

A. IPO Acting as a School Official. Pursuant to the federal Family and Educational Rights and Privacy Act of 1974, IPO is acting as a school official with a legitimate educational interest, is performing an institutional service or function for which the Participating District would otherwise use employees, under the direct control of the Participating District, with respect to the use and maintenance of the covered information, and is using the covered information only for an authorized purpose and may not re-disclose it to third parties or affiliates unless otherwise permitted under the Student Online Personal Protection Act, without permission from the Participating District or pursuant to court order.

B. Deletion or Transfer of Covered Information. IPO must delete or transfer to the Participating District all of the students' covered information generated by or provided pursuant to the Agreement if the information is no longer needed for the purposes of the Agreement. IPO must delete or transfer the students' covered information to the Participating District within sixty (60) days after being made aware that the information is no longer needed for the purposes of the Agreement.

C. Breach. In the case of any breach, within the most expedient time possible and without unreasonable delay, but no later than thirty (30) calendar days after the determination that a breach has occurred, IPO must notify the Participating District of any breach of the students' covered information. The Participating District will provide notifications to those students whose covered information was compromised and to regulatory agencies or other entities as required by law or contract, and provide any other notifications or fulfill any other requirements adopted by the State Board or of any other State or federal laws.

D. Third Parties or Affiliates. IPO must provide to the Participating District a list of any third parties or affiliates to whom IPO is currently disclosing the covered information or has disclosed the covered information. This list must, at a minimum, be updated and provided to the Participating District by the beginning of each fiscal year and at the beginning of each calendar year.

EXHIBIT B AUTHORIZED USERS

Name, position and legitimate interest in the Confidential Data of each official, employee, contractor, subcontractor, or agent and his/her position, organizational affiliation, address, telephone number and facsimile number who will request, receive, or obtain Confidential Data under this Agreement.

Illinois State University

Dr. Christy Borders, Ed.D.
Director, Illinois Tutoring Initiative
Illinois State University
College Place Uptown, 214A
Normal, IL 61790
(309) 438-8636

Christy.borders@illinoisstate.edu

Interest in Confidential Info.: Principal Investigator

IPO

Kim Champion IPO Coordinator Illinois State University College Place Uptown, Suite C, Room 214 Normal, IL 61790 (309) 438-1828 kaaitke@ilstu.edu

Interest in Confidential Info.: Tutor session delivery and tutor supervision

Participating District

| District Contact Name: | |
|---------------------------------|--|
| District Contact Title: | |
| District Name: | |
| District Address: | |
| District Address: | |
| District Phone: | |
| District Contract Email: | |
| Interest in Confidential Info.: | |

EXHIBIT C CONFIDENTIAL DATA MINIMUM SECURITY REQUIREMENTS

Data Security

Each party agrees to preserve the confidentiality, integrity and availability of the Confidential Data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices. Each party will ensure information security in accordance with current standards as set forth in any of the following: ISO27002, PCI-DSS, ITIL, FISMA, SOC 2, NIST Cybersecurity Framework and the CIS Controls.

Network Security

A party's network security must include the following:

- a) Network firewall provisioning
- b) Intrusion detection
- c) Quarterly vulnerability assessments

Application Security

Each party agrees to maintain and support its software and subsequent upgrades, updates, patches, and bug fixes such that the software is, and remains secure from known vulnerabilities. ISU must secure web applications as described in The Open Web Application Security Project (OWASP) Top Ten.

Computer Security

Each party agrees to maintain the computers that access Confidential Data by ensuring the operating system and software are updated and patched regularly, such that they remain secure from known vulnerabilities. Each party further agrees that the computer device(s) are installed with an Anti-Virus solution and signatures updated frequently.

Data Storage

Each party agrees that any and all Confidential Data and/or data will be stored, processed, and maintained solely on designated computing equipment and that no Confidential Data at any time will be processed on or transferred to any portable storage medium.

Data Transmission

Each party agrees that any and all electronic transmission or exchange of system and application data must take place via secure means (e.g., HTTPS or SFTP).

Data Encryption

Each party agrees that any and all Confidential Data, in transit or at rest, be encrypted using only NIST or ISO approved encryption algorithms. Each party further agrees that any laptop/notebook computing device, processing Confidential Data data, be installed with end-point encryption (i.e., full disk encryption).

Distribution of Confidential Data

Each party agrees that any and all Confidential Data exchanged must be used solely for the purposes as expressly described in this Agreement. Confidential Data must not be distributed, repurposed or shared across other applications, environments, or business units of ISU. Each party further agrees that no Confidential Data of any kind must be transmitted, exchanged or otherwise passed to other Project Partners except those individuals who have an authorized legal permissible use according to the IGA or this Agreement the right to access and use Confidential Data.

Access Security

Access to the Confidential Data will be restricted to authorized users by requiring a login using a unique user ID and complex password or other authentication mechanism which provides equal or greater security. Passwords must be changed on a periodic basis and the sharing of user ID and passwords is strictly prohibited.

Security Breach Notification

Each party agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Confidential Data or other event requiring notification. In the event of a breach of any of ISU's security obligations, or other event requiring notification under applicable law, Each party agrees to the following:

- a) Notify ISU by telephone and e-mail of such an event within 24 hours of discovery;
- b) Assume responsibility for informing all such individuals in accordance with applicable state and federal laws;
- c) Hold harmless ISU and its officers and employees from and against any claims, damages, or other harm related to such notification event; and
- d) Mitigate the risk of loss and comply with any notification or other requirements imposed by law including the Personal Information Protection Act (815 ILCS 530/1 *et seq.*) or ISBE.

Return or Destruction of Confidential Data

Upon termination of the agreement, Confidential Data shall be disposed by a Participating District and/or IPO (except ISU) using an acceptable destruction method including:

- For paper documents containing confidential or sensitive information, a contract with a recycling firm to recycle confidential documents is acceptable, provided the contract ensures that the confidentiality of the data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration. For paper documents containing Confidential Data requiring special handling, recycling is not an option. These documents must be destroyed by on-site shredding, pulping, or incineration.
- If confidential or sensitive information has been contained on optical discs (e.g. CDs, DVDs, Blu-ray), the data Grantee shall either destroy by incineration the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.
- If confidential or sensitive information has been stored on magnetic tape(s), the data Grantee shall destroy the data by degaussing, incinerating or crosscut shredding.
- If data has been stored on server or workstation data hard drives or similar media, the data shall be destroyed using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).
- If data has been stored on removable media (e.g. floppies, USB flash drives, portable hard disks, or similar disks), the data shall be destroyed using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).

Upon destruction of Confidential Data, the party shall verify the disposition of the material and submit it to ISU within 15 days of the date of disposal.

EXHIBIT D Security Acknowledgement for the Use of Confidential Data

A copy of the Security Acknowledgement (page 14) must be completed electronically via the link below by all parties with access to the project data.

https://launch.comevo.com/ilstu-iso/3434

I, District Parties Name, through my involvement with and work with the Illinois High Impact Tutor Initiative (the "Project") will have access to and use of Confidential Data about (a) students that is considered personal and private under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and the Illinois School Students Records Act (105 ILCS 10/1, et seq.), (b) teachers that is generally perceived as personal and private, and (c) programs, schools, institutions, and districts. I understand that access to this Confidential Data carries with it the responsibility to: (a) guard against unauthorized use, (b) abide by all security parameters, requirements and guidelines instituted by the IGA regarding Confidential Data, and (c) abide by the minimum security requirements as set forth in this MOU. To treat Confidential Data as confidential, private or restricted means not to divulge it to anyone who is not a project member or to cause it to be accessible to anyone who is not a project member. I understand that the use of unsecured telecommunications, including the Internet, to transmit individually identifiable or deducible information derived from the Confidential Data is strictly prohibited, and agree that all data transmissions must be approved by ISU prior to transmission and must be encrypted and provided through a secure FTP site. Anything not specifically named as "public information" is considered Confidential Data under the Nondisclosure and Confidential Agreement.

Each person using Confidential Data is reminded that disclosing Confidential Data directly or allowing non-authorized access to such information may subject that individual to criminal prosecution and/or civil recovery.

I agree to fulfill my responsibilities on this Project in accordance with the following guidelines:

- 1. I agree not to permit non-Project personnel access to these sensitive data, either electronically or in hard copy.
- 2. I agree not to attempt to disclose the identity of individuals, families, households, programs, schools, districts, or institutions.
- 3. I agree that in the event an identity of an individual, family, household, program, school, district, or institution is discovered inadvertently, I will (a) make no use of this knowledge, (b) advise ISU of the incident, who will report it to ISBE, (c) safeguard or destroy the information as directed by ISU after consultation with ISBE, and (d) not inform any other person of the discovered identity.

| Electronic completion v | via link above required for all parties with access to data |
|-------------------------|---|
| Signature | Date |

EXHIBIT E Project Research Study General Description

1. Research Study & Description of Research

ISBE & IBHE will work with [Illinois State University] and 6 institutional partners across the state the ensure delivery of a state-wide high-impact tutoring program for K-12 students. Institutional partners will work directly with K-12 district partners to identify students for this initiative and to identify the academic areas in which participating students may need additional academic supports in the way of supplemental tutoring services. The statewide initiative will scale up over a period of 2 years and include approximately 7,700 tutors working with approximately 8,500 K-12 students. Tutoring will occur in a face-to-face setting when at all possible and online as needed. Tutoring will further be delivered for reading and math in grades 3-8 and for math at the secondary level.

General Project research questions include:

- How does high-impact tutoring impact academic achievement scores in reading and math for students in grades 3-8?
- How does high-impact tutoring impact grades in high school math courses?
- How does the impact of high-impact tutoring on academic achievement scores in reading and math differ for students by race/ethnicity, grade level, tutored subject area, low-income status, special education status, and English Learner status?
- How does the impact of high-impact tutoring on grades in high school math courses differ for students by race/ethnicity, low-income status, special education status, and English Learner status?
- How does the impact of high-impact tutoring on academic achievement scores in reading and math differ for students by tutor backgrounds (teacher education students, university students, licensed or retired teachers, K-12 school staff, community members), previous experience, and training?
- How does the impact of high-impact tutoring on grades in high school math courses differ for students by tutor backgrounds (teacher education students, university students, licensed or retired teachers, K-12 school staff, community members), previous experience, and training?
- How does the impact of high-impact tutoring on academic achievement scores in reading and math differ for students by modality (face-to-face, online, or hybrid) of tutor session delivery?
- How does the impact of high-impact tutoring on grades in high school math courses differ for students by modality (face-to-face, online, or hybrid) of tutor session delivery?

2. Timeline for Research & Report Timeline

The Project Reporting timelines shall follow the reporting schedule included in the IGA, in its most current form. The parties may agree to adjust reporting timelines as provided for in the IGA.

Reporting Timelines – as of the date of execution of the Agreement

| Report | Reporting Period | Due Date |
|----------|--------------------------------------|------------------|
| Q1 | Date of Execution – December 31,2021 | February 1, 2022 |
| Q2 | January 1, 2022 – March 31, 2022 | May 1, 2022 |
| Q3 | April 1, 2022 – June 30, 2022 | August 1, 2022 |
| Q4 | July 1, 2022 – September 30, 2022 | November 1, 2022 |
| Q5 | October 1, 2022 – December 31, 2022 | February 1, 2023 |
| Q6 | January 1, 2023 – March 31, 2023 | May 1, 2023 |
| Q7 | April 1, 2023 – June 30, 2023 | July 31, 2023 |
| Closeout | Date of Execution – June 30, 2023 | August 1, 2023 |