

DECATUR PUBLIC SCHOOL DISTRICT #61 BOARD OF EDUCATION AGENDA

Regular Meeting Keil Administration Building 101 W. Cerro Gordo Street Decatur, IL 62523 October 26, 2021 5:00 PM Open Session Closed Session Immediately Following 6:30 PM Open Session Continuing

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

Strategic Plan Mission:

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

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

The Board of Education Parameters that Guide Our Work:

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

AI 1.0 CALL TO ORDER

CALL FOR EXECUTIVE SESSION

The Board of Education will meet in Closed Executive Session to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body, emergency security procedures and the use of personnel and equipment to respond to actual danger to the safety of employees, students, staff, the public or public property, the purchase or lease of real property for use of the public body, and discussion of collective negotiating matters between the Board and representatives of its employees.

Roll Call

IO 2.0 PLEDGE OF ALLEGIANCE

AI 3.0 APPROVAL OF AGENDA, OCTOBER 26, 2021

IO 4.0 DISTRICT HIGHLIGHT/SPECIAL RECOGNITION

PROCLAMATION

Principal/Assistant Principal Appreciation Week in Illinois!

The Illinois Principals Association invites you to celebrate Principals and Assistant Principals Appreciation Week October 24 - 30, 2021. Principals and Assistant Principals Appreciation Day is on Friday, October 29, 2021.

IO 5.0 PUBLIC PARTICIPATION

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

DI 6.0 STUDENT AMBASSADORS' REPORT

BOARD DISCUSSION

Resolution on Racism

IO 7.0 REPORTS FROM ADMINISTRATION

- A. Facilities Update
- B. Pre-Kindergarten Update
- C. Library Books Update
- D. P-12 Assessment Update

AI 8.0 ROLL CALL ACTION ITEMS

- A. Personnel Action Items
- B. Termination of a Macon-Piatt Special Education District (MPSED) Paraprofessional that was previously approved by the MPSED Board on October 21, 2021
- C. Ratification of the July 01, 2021- June 30, 2025 Collective Bargaining Agreement between the Decatur Public School District #61 Board of Education and the Decatur Educational Support Personnel Association (DESPA)
- D. MOU between Decatur Public School District 61 and Richland Community College Transitional Math Partnership Agreement
- E. Principal Mentoring Agreement between Decatur Public School District 61 and Education Lane, LLC via the Regional Office of Education (ROE)
- F. Equal Opportunity Schools (EOS) Program
- G. Purchase of Two (2) 8-Passenger Vans for the Macon-Piatt Special Education (MPSED) Program
- H. Purchase of Eight (8) Cargo Vans and Two (2) 8-Passenger Vans for the Buildings and Grounds Department

AI 9.0 CONSENT ITEMS

- A. Minutes: Open/Closed Session Meetings October 12, 2021
- B. Early Release of October 2021 Checks
- C. Financial Conditions Report

- D. Job Descriptions:
 - a. Coordinator of Health Services (Update)
 - b. P-12 Assistant Director of Instructional Improvement (Title Change/Update)
- E. COVID 19 Testing Support Agreement
- F. Resolution Authorizing the Recycling of District Property
- G. Bids for the Fresh Fruits and Vegetables Program
- H. School Board Policy 3:50 Administrative Personnel Other Than the Superintendent
- I. Learning Partner Contracts for Hope Academy and Franklin Grove Elementary School with Consortium for Educational Change (CEC)

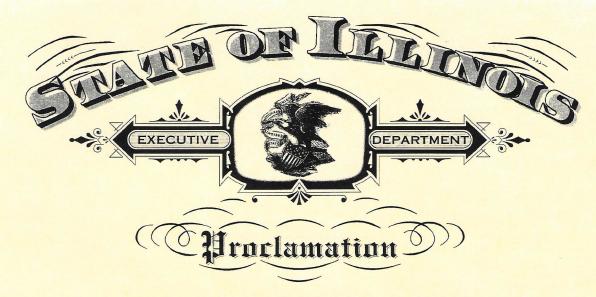
IO 10.0 IMPORTANT DATES

- **November** 10 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
 - 12 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 02, 2021 at the Keil Administration Building.

AI 11.0 ADJOURNMENT



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

WHEREAS, school principals are responsible for promoting education and building relationships with parents and teachers to ensure that each child receives services that allow them to excel in the classroom; and,

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

WHEREAS, educational leaders face many challenges in supporting and educating our young people and it is through their perseverance and passion that Illinois continues to produce quality, career ready students; and,

WHEREAS, the Illinois Principals Association, which represents over 6,000 educational leaders statewide, believes that learning is a lifelong process and that the education of our children is the highest priority; and,

WHEREAS, during the 2021-2022 school year, the Illinois Principals Association will celebrate 50 years dedicated to developing, supporting, and advocating for innovative school leaders; and,

WHEREAS, school principals and learning leaders have faced unprecedented challenges related to COVID-19 during the 2019-2020 and 2020-2021 school years, and worked tirelessly to provide uninterrupted learning during an ongoing pandemic; and,

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

THEREFORE, I, JB Pritzker, Governor of the State of Illinois, do hereby proclaim the week of October 24-30, 2021, as Principals Week and Friday, October 29, 2021, as Principals Day in Illinois to recognize principals for all that they do to help our children learn and succeed.

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



Done at the Capitol in the City of Springfield,

this FIFTEENTH day of SEPTEMBER, in

the Year of Our Lord, two thousand and

TWENTY-ONE, and of the State of Illinois,

two hundred and THIRD.

SECRETARY OF STATE

15 PA



Facility Update

October 26, 2021

Presentation

- Discussion Categories
 - Review the BOLD Plan Intent
 - Review What Has Been Completed
 - Update What is Left
 - Plans Moving Forward
 - Approved
 - Discussing

Original Presentation: Intent September 11, 2018

- Air-Conditioning all buildings
- Building Additions
- Upgrade Boundaries
- Improve Building Security
- Maximize District resources
 - Better Supports for Students
 - Nurse, Secretary, Library, Social Emotional, Teacher Supports
- Increase capacity for popular programs
 - Johns Hill
 - Montessori
 - Dennis (Two Campus)

- Better Use of Building Capacity
 - Hope and Stephen Decatur MS
- Improve the Middle School experience
 - Three academies
- Administrative Consolidation
 - Keil, PDI, Tech Academy, B&G
- Revamp Alternative Education Program
- New Elementary Playgrounds
- Improve Athletic Facilities

What is Done

- Pershing
 - · A/C
 - Secure Entry
- Durfee
 - Retired
 - Students Moved
 - Priority to Magnets
 - Home Attendance Boundary

- Muffley
 - · A/C
 - Secure Entry including office remodel
 - Add four classrooms
 - Added a gym to original plan

Done - Continued

- Stephen Decatur MS
 - 3 Learning Academies
 - Remodeled to combine MS
- Thomas Jefferson MS
 - Closed as a MS
 - Students moved to SD
 - Substantial remodel for Montessori programs
 - Renamed Building
 - Montessori Academy for Peace
 - Combined Garfield and Enterprise
 - Allowed for expansion of student enrollment

Enterprise

- Added A/C
- Moved out Montessori
- Relocated French
 - Renamed Building
 - American Dreamer STEM Academy
- Added (7/8)
- Remodeled library space into classrooms
- Small library addition
- Commissioned BLDD to design a new gym

Done - Continued

Harris

- Secure Entry
- Moved Students to Hope
- Relocated Alt Ed to now Harris Learning Academy
- Shared building with MP SpEd
 - SEAP program

Southeast

- Moved the Alternative program (Phoenix) to Harris
- Closed as a school
- Commissioned Demolition

Hope

 Expanded boundary to include Harris

Franklin

- A/C
- Secure Entry including office remodel
- Classroom additions
- Added gym to original plan
- Renamed as Franklin-Grove
- Expanded boundary to include Oak Grove

Oak Grove

- Closed to students
- Approved demolition

Done - Continued

Parsons

- A/C
- Secure Entry including office remodel
- Classroom addition
- Added a gym to the original plan
- Expanded the boundary to include Stevenson
- Stevenson
 - Closed to students
- "New" Johns Hill

- "Old" Johns Hill demolition
- South Shores
 - \circ A/C
 - Added a secure entry
 - Classroom addition
- French
 - Becomes Dual campus of Dennis (Kaleidoscope)
- Dennis Lab School
 - Expanded to dual campus
 - A/C Mosaic
 - Mosaic office relocation/renovation

What Remains

- Durfee
 - Maintain for new ownership
- Baum
 - Needs a secure entry
- Muffley
 - Dual campus with Baum
 - Four classrooms not built
 - Overhead Phone Line (dumpster)

- Stephen Decatur MS
 - 500 students in a building that houses over 1,000
- Montessori (TJ)
 - Entry Handrails
 - Fence
- American Dreamer
 - Fire Alarm back ordered
 - New Gym (Commissioned)
- Southeast
 - Commissioned for demolition
- Hope
 - Secure entry

Remaining - Continued

- Franklin
 - Detention tank
 - Bus loop
 - Grading/seeding
- Oak Grove
 - Building Demolition
- Stevenson
 - Closed to students

- Dennis Mosaic
 - Renovation of 54 addition
- Parsons
 - Fence between walk path and parent drive
 - Traffic arm control
 - Sidewalk/curb
 - Temporary Drive Damage

Remaining Continued

New Johns Hill

- Interior
 - Auditorium lighting and sound systems - commissioning phase
 - Atrium ceiling system installation complete this week
 - Library shelving and Music Commons cabinets next week
 - Gym floor has water damage at the north end with repair scheduled for next summer
 - 3rd floor corridor repair scheduled for Christmas break

- Fire Alarm System issues, resolution ongoing
- Learning Stair Flooring, material on order

Exterior

- North Bus Loop grading ongoing with concrete and asphalt to follow next week
- Jasper Street parking lot resurface scheduled after north bus loop completion
- Landscaping bid approved with landscaping to follow
- Extensive Punch List

Moving Ahead

Board Commissioned

- SDMS Track
- SDMS Bleacher Replacement
- SDMS Gym Floor Repair/Refinish
- MacArthur Bleachers/Press box/ Concessions/Restrooms
- American Dreamer Gym
- Southeast Demolition
- Doors and Windows
- Roof Replacements
- Hope Secure Entry
- City Fiber Connections

Preliminary Planning

- Muffley Auditorium
- Franklin Grove Auditorium
- Parsons All Purpose Room
- South Shores Auditorium
- Montessori Auditorium
- HVAC Digital Controls –
 Districtwide
- Baseball Turf MS Base/Pitching Lengths

Moving Ahead - Continued

- Secure Entryways
 - Kaleidoscope
- Site Related Improvements including Athletics
 - Piggott Field Storage
 - Elementary Playground Upgrades
 - Johns Hill Baseball Lighting
 - Johns Hill Baseball Bleachers
 - Johns Hill Upper Pavilion and Parking

CARES Act Improvements

- Windows/Doors
- Garfield (Pershing South) HVAC
- Stevenson HVAC
- Districtwide HVAC/Direct Digital Controls (DDC)

Other

- Keil underground room and elevator
- Pershing parking (north)

Questions?









Pre-K Presentation

Board of Education Meeting October 26, 2021



Pershing Pre-K



Pershing Half-Day Enrollment

AM Session:

- 155 seats used
- 19 PFA seats available
- 9 MPSED seats available

PM Session:

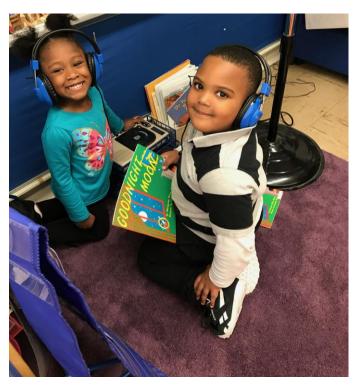
156 seats used

26 PFA seats available

11 MPSED seats available

Pershing @ Garfield Full-Day Enrollment

- 56 seats used
- 4 seats available



Pershing at Dennis Half-Day Enrollment

AM Session:

- 19 seats used
- 0 PFA seats available

PM session:

- 15 seats used
- 4 PFA seats available

Curricular Frameworks



- Creative Curriculum
- Second Steps
- Calm Classroom
- Seven Mindsets

School Improvement Goals

21-22 School Year

- Name tasks
- Rote counting
- Classroom goals for cultural responsiveness

Partnership Goals

LEAD 180

- Develop a scope and sequence for pre-K instruction
- Implement aligned formative assessment
- Identify opportunities for on-going vertical teaming

Partnership Goals

- 1st Class Educators
 - Increase cultural responsiveness in the pre-K classrooms
 - Identify and respond to personal implicit biases

Montessori Pre-K



Currently enrolled preK students

45 students 3 year old

67 students 4 year olds

30 students full day program



Montessori pre K environments

- Developmentally appropriate materials.
- Practical life skills.
- 3 year cycle with same community.
- Early reading and math.
- PE, music, and orchestra.
- Individually paced instruction.



Fall Fastbridge 2021

Reading

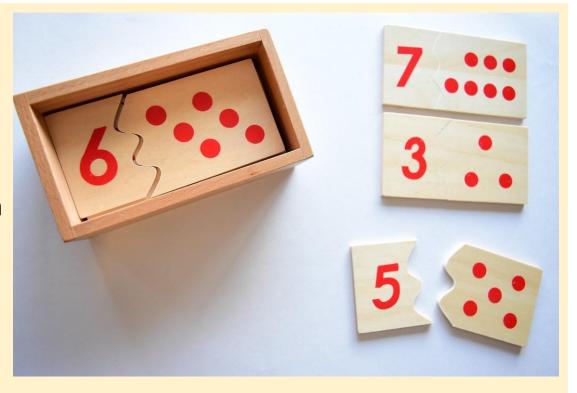
49% of preK

Students scored

In the upper half of the nation

In percentile rank.

Math



35% of preK students scored above the 50% nationally.

Pre K Attendance Fall 2021

 Pre K 3 year old attendance for the first quarter of 2021=90%.

 Pre K 4 year old attendance for the first quarter of 2021=91%.

Pre K Curriculum and Assessment

Curricular Areas of Emphasis

- Practical Life : Care of the Environment
- Self Care and Grace and Courtesy
- Reading Readiness
- Early math counting, addition, quanity
- Cultural Studies
- Music
- Art
- Spanish
- Physical Education



Thank You!

Questions?



Data Update Fall 2021-2022

Jeff Dase, Assistant Superintendent of P-12 Teaching and Learning Board of Education Meeting, October 26, 2021

2019-2020	2020-2021	2021-2022	CLASS OF				
PK	К	1	2033				
К	1	2	2032				
1	2	3	2031	"IF" THE PAND	" THE PANDEMIC ENDS THIS SCHOOL YEAR		
2	3	4	2030				
3	4	5	2029	GRADE	START	CLASS OF	
4	5	6	2028				
5	6	7	2027	PK	2022-2023	2036	
6	7	8	2026	K	2022-2023	2035	
7	8	9	2025				
8	9	10	2024	THIS IS A	THIS IS A MARATHON,NOT A SPRINT		
9	10	11	2023				
10	11	12	2022		227205111 11107.11		
11	12	CC1	2021	WE WILL BE SUCCESSFUL, JUST NOT OVERNIGHT!			
12	CC1	CC2	2020				

Illinois Assessment of Readiness

Spring 2021

District Summary by Grade

Grade	Meet/ Exceed ELA	Meet/Exceed- Math
3	5%	4%
4	4%	1%
5	4%	2%
6	5%	1%
7	4%	4%
8	8%	2%
District	5%	2%

District Summary

Students Not Tested			
Grade	ELA	Math	
3	22%	25%	
4	19%	21%	
5	21%	23%	
6	21%	23%	
7	25%	26%	
8	24%	26%	
District	22%	24%	

SAT

Fall 2020/ Spring 2021

12th Grade SAT- Fall 2020

12th Grade	Met Both (SAT - 12th Grade Fall)	Met EBRW (SAT- 12th Grade Fall)	Met Math (SAT- 12th Grade Fall)
MHS	11%	27%	12%
EHS	11%	30%	11%
District	11%	29%	11%
State	36%	58%	38%

11th Grade SAT- Spring 2021

11th Grade	Met Both (SAT - 11th Grade Spring)	Met EBRW (SAT- 11th Grade Spring)	Met Math (SAT- 11th Grade Spring)
MHS	8%	28%	8%
EHS	4%	23%	4%
District	6%	26%	6%
State	30%	53%	32%

Congratulations to the following:

- Montessori Academy for Peace Staff and Principal Mary Anderson- Majority of reading goals met
- South Shores School Staff Majority of reading goals met
- Pershing Learning Center Staff and Principal Sarah
 Knuppel- All reading goals met (100%)
- MacArthur High School Staff and Principal Cordell Ingram- All reading (SAT-EBRW) goals met (100%)

NSGRA

Fall 2021

District Summary by Building

Building	On/Above Grade Level
American Dreamer	36%
Baum	33%
Dennis	31%
Franklin Grove	19%
Harris	40%
Норе	12%
Johns Hill	33%
Muffley	26%
Montessori	57%
Parson	26%
SEAP	<u><</u> 10%
South Shores	16%
District	29.21%

District Summary by Grade

Grade	On/Above Grade Level Percentage
K	11%
1	21%
2	28%
3	29%
4	40%
5	43%
6	41%
District	29%

FastBridge

Fall 2021

Reading

District Summary- by GradeReading

Grade	50+ Percentile
PreK	49%
Kindergarten	20%
1st	13%
2nd	15%
3rd	18%
4th	22%
5th	16%
6th	21%
7th	20%
8th	25%
9th	27%
District	20%

District Summary by Building-Reading

Building	50+ Percentile
American Dreamer	14%
Baum	20%
Dennis	18%
Franklin Grove	10%
Harris	<u><</u> 10%
Норе	10%
Johns Hill	29%
Montessori	40%
Muffley	15%
Parsons	15%
SEAP	<u><</u> 10%
South Shores	<u>9</u> %
SDMS	17%
EHS	28%
MHS	26%
District	20%

Math

District Summary- by Grade-Math

Grade	50+ Percentile
Pre K	35%
Kindergarten	37%
1st	22%
2nd	12%
3rd	11%
4th	12%
5th	8%
6th	10%
7th	6%
8th	11%
9th	15%
District	15%

District Summary- by Building-Math

School	50+ Percentile
American Dreamer	12%
Baum	19%
Dennis	14%
Franklin Grove	9%
Harris	<u><</u> 10%
Норе	9%
Johns Hill	21%
Montessori	30%
Muffley	12%
Parsons	14%
SEAP	<u><</u> 10%
South Shores	12%
SDMS	5%
EHS	12%
MHS	16%
District	15%

FastBridge Reading/NSGRA

Grade	FastBridge Reading 50+ Percentile	NSGRA On or Above Grade Level
Kindergarten	20%	11%
1st	13%	21%
2nd	15%	28%
3rd	18%	29%
4th	22%	40%
5th	16%	43%
6th	21%	41%

FastBridge Reading

Grade	Students Tested Fall 21- 22	Fall 50+ Percentile 21- 22	
PreK	70	34	48.57%
Kindergarten	562	112	19.93%
1st	562	71	12.63%
2nd	585	90	15.38%
3rd	543	99	18.23%
4th	532	116	21.80%
5th	527	82	15.56%
6th	516	110	21.32%
7th	460	90	19.57%
8th	488	120	24.59%
9th	435	117	26.90%
District	5280	1041	19.72%

FastBridge Math

Grade	Students Tested Fall 21- 22		-22 50+ entile
Pre K	62	22	35.48%
Kindergarten	551	206	37.39%
1st	553	124	22.42%
2nd	574	66	11.50%
3rd	537	57	10.61%
4th	528	64	12.12%
5th	514	41	7.98%
6th	497	50	10.06%
7th	468	28	5.98%
8th	489	52	10.63%
9th	388	56	14.51%
District	5161	766	14.84%







DPS
NATIONALLY RANKED STUDENT



FAST Family Report



This report provides information on Patty's performance and change over time on FAST™ (Formative Assessment System for Teachers™) assessments. Patty took two FAST reading assessments this spring.

How is Patty doing?

This assessment adapts its questions to get the best estimate of



aReading

Patty's score on aReading is in the On Track range. This means that Patty's broad reading skills are meeting expectations.

CBMreading English

This assessment measures Patty's ability to read a story accurately



Patty's score on CBMreading is in the some risk range. This means that Patty may need additional support to improve automaticity and accuracy in reading.

CBMreading English al reading



We want to hear from you!

"STUDENTS, TEACHERS,
PARENTS, LET'S BE BETTER
TOGETHER!"
PLEASE PROVIDE THE
DEPARTMENT OF TEACHING
AND LEARNING FEEDBACK ON
HOW WE ARE DOING AND
HOW CAN BE BETTER.





Click or scan the QR code to sign up for a classroom visit or give feedback.

Teaching and Learning Website



Thank You!

Questions?



Board of Education Decatur Public School District #61

Date: October 26, 2021	Subject: Personnel Action
Initiated By: Jason M. Hood, Director of	Attachments: 7 Pages of Personnel Action
Human Resources, and the Human Resources Department	
Department	
Reviewed By: Bobbi Williams, Interim	
Superintendent	
-	
BACKGROUND INFORMATION:	
Per Board Policy 5:30: Hiring Process and Criteria consistent with budget and staffing requirements a equal employment opportunities and minority recreations.	and in compliance with School board policy on
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

	sented.
RE	OMMENDED ACTION:
X	pproval
	formation
	scussion
	BOARD ACTION:

To: Board of Education From: Jason M. Hood

Director of Human Resources

Date: October 21, 2021 Board Date: October 26, 2021 Re: Personnel Action

EMPLOYMENT RECOMMENDATIONS

TEACHER:

Name	Position	Effective Date
Jaylen Davis	Music/Choir, SDMS/MacArthur (Pending Licensure)	January 4, 2022

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

TEACHING ASSISTANTS:

Name	Position	Effective Date
Tajanie Brown	Pre K Assistant, Pershing, 6.5 hours per day	October 18, 2021
Brandy O'Connor	Grade 2 Assistant, Franklin Grove, 6.0 hours per day	October 25, 2021

MAINTENANCE:

Name	Position	Effective Date
Dennon Stortzum	1st Shift Maintenance Worker, Buildings & Grounds	November 1, 2021

SECURITY PERSONNEL:

Name	Position	Effective Date
Carlans Nance	School Security Officer, Stephen Decatur	October 27, 2021

SCHEDULE B:

Name	Position	Effective Date
Hannah Blacketer	Math Department Head, MacArthur	October 8, 2021
Albulena Emroski	School Behavioral Support Coach, Johns Hill	October 12, 2021
Kevin Hale	8th Grade Boys Basketball Coach, Johns Hill	October 18, 2021

Antwane McClelland	Elementary Girls Basketball Coach, Franklin Grove	October 4, 2021
Jeremy Robinson	Middle School Boys Basketball Coach, Stephen Decatur	October 18, 2021
Jeremy Spears	Middle School Assistant Baseball Coach, Dennis Mosaic/Kaleidoscope	August 2, 2021
Tailer Young	Middle School Cheerleading Coach, Stephen Decatur	October 18, 2021

EXTENDED DAY PROGRAM (ADDITIONAL ASSIGNMENTS) CERTIFIED STAFF:

Name	Position	Effective Date
Allison Coit	Certified Staff, Parsons PM	October 14, 2021

NON CERTIFIED STAFF:

Name	Position	Effective Date
Antanisha Apholone	Non Certified Staff, American Dreamer PM	October 20, 2021
Amanda Brandt	Non Certified Staff, Muffley	October 12, 2021
Janis Daum	Non Certified Staff, Baum PM	October 18, 2021
WyKeviona Drummer-Smith	Non Certified Staff, Montessori Academy PM	October 12, 2021
Jaheim Campbell	Non Certified Staff, Hope Academy	October 12, 2021
Nicolas Girard	Non Certified Staff, Johns Hill PM	October 12, 2021
Alexis Jackson	Non Certified Staff, Dennis PM	October 14, 2021
Diane Johnson	Non Certified Staff, Muffley	October 12, 2021
Kristen Leitner	Non Certified Staff, Montessori Academy	October 12, 2021
Iesha O'Neal	Non Certified Staff, Franklin Grove PM	October 12, 2021
Jadeana McGee	Non Certified Staff, Muffley PM	October 6, 2021
Angela Morton	Non Certified Staff, Baum PM	October 7, 2021

Amber Shinker	Non Certified Staff, Baum/Muffley/Montessori Academy	October 12, 2021
Robin Williams	Non Certified Staff, Johns Hill	October 20, 2021
Teeandre Woodland	Non Certified Staff, Parsons PM	October 8, 2021

TRANSFERS

TEACHERS:

Name	Position	Effective Date
Mary Fafara	From Speech Language Pathologist, American Dreamer/Eisenhower/Robertson to Speech Language Pathologist, American Dreamer/Robertson	October 18, 2021
Jane Innis	From Speech Language Pathologist, Dennis Kaleidoscope to Speech Language Pathologist, Dennis Kaleidoscope/South Shores	October 12, 2021
Stephen Judson	From Speech Language Pathologist, Dennis Mosaic to Speech Language Pathologist, Dennis Mosaic/Eisenhower	October 18, 2021
Jason Pals	From Cross Categorical, Hope Academy to Cross Categorical, Johns Hill	January 4, 2022
Crystal Rora	From Grade 1, Franklin Grove to Grade 2, South Shores	October 12, 2021
Leslie Woolsey	From Grade 5, Muffley to Middle School Science (Grades 6th/7th), Johns Hill	October 18, 2021

TEACHING ASSISTANTS:

Name	Position	Effective Date
Latasha Woods	From Special Ed Assistant, SEAP, 6 hours per day to K/1 Instructional Assistant, Johns Hill, 6 hours per day	October 25, 2021

OFFICE PERSONNEL:

Name	Position	Effective Date
Brittany Becker	From Small Learning Academy Secretary, Stephen Decatur to Small Learning Community Secretary, Eisenhower	October 25, 2021

CATEGORY CHANGE:

Name	Position	Effective Date
Timothy Seider	From Lead Security Officer, Eisenhower to Special Ed Assistant, Eisenhower, 6.75 hours per day	October 25, 2021

EXTENDED DAY PROGRAM (ADDITIONAL ASSIGNMENTS)

NON CERTIFIED STAFF:

Name	Position	Effective Date
Arianna Fane	From Site Coordinator, Muffley to Non Certified Staff, Muffley PM	October 25, 2021

TRANSFER CORRECTION START DATE

TEACHER:

Name	Position	Effective Date
Megan Flanigan	From Literacy Specialist, Eisenhower to Library Media Coordinator, PDI	October 28, 2021

RESIGNATIONS

TEACHERS:

Name	Position	Effective Date
Lauren Capranica	Grade 6, Franklin Grove	October 19, 2021

TEACHING ASSISTANT:

Name	Position	Effective Date
Crystal Hendricks	K/1 Instructional Assistant, South Shores	October 15, 2021

ADMINISTRATIVE SUPPORT:

Name	Position	Effective Date
Jennifer Tuggle	Educational Media Support Level III, Information Technology	November 3, 2021

SCHEDULE B

Name	Position	Effective Date
Ann Downey	Elementary Cross Country Coach, Hope	October 16, 2021

EXTENDED DAY PROGRAM

NON CERTIFIED STAFF:

Name	Position	Effective Date
Teeandre Woodland	Non Certified Staff, Parsons PM	October 19, 2021

RESIGNATION DATE CHANGE

TEACHER:

Name	Position	Effective Date
Morgan Norsen	Pre K, Montessori Academy	October 29, 2021

LEAVE OF ABSENCE

TEACHING ASSISTANT:

Name	Leave	Effective Date
Candice Murray	Family Care Leave	October 25, 2021

RETIREMENT

ADMINISTRATIVE SUPPORT:

Name	Position	Effective Date
Frances Ransone	Certified Occupational Therapy Assistant, Pershing	December 31, 2021

COMPENSATION RECOMMENDATIONS:

• The following staff member should be compensated <u>\$198.00</u> for participating in Developing Student Schedules on August 11, 2021 at Hope Academy:

Susan Conway

• The following staff member should be compensated <u>\$16.67</u> for participating in PD After Hours on September 27, 2021 at Hope Academy:

Shara Schutter

• The following staff member should be compensated <u>\$150.00</u> for participating in Moving Classrooms on August 2, 2021 at Hope Academy:

Shara Schutter

 The following staff member should be compensated <u>\$363.00</u> for participating in RTI PD Planning and Meetings from August 25-October 14, 2021 at Dennis:
 Jill Robertson

• The following staff members should be compensated for participating in RTI PD Planning Session on July 15, 2021 at Dennis:

Jill Robertson	\$132.00	Shannon Carter	\$83.00
Kim Taylor	\$99.00	Caryn Fuiten	\$66.00
April Bacon	\$99.00	Phil Suarez	\$66.00
Rebekah Novak-Ewell	\$66.00	Theresa Boynton	\$33.00
Alex Moody	\$66.00	Jane Innis	\$33.00

• The following staff members should be compensated <u>\$66.00</u> for participating in Leadership Team on September 22, 2021 at Franklin Grove:

Carolynn Keizer Patricia Paulson Nichole Torbert Blair Paulson

Melissa Schulz

• The following staff members should be compensated \$33.00 for participating in HMH Intro

Reading K-2 Model Lesson on October 4, 2021 at PDI via virtual:
Whitney Brown
Albulena Emroski
C Roxann Kennedy
Melissa Cripe
Linda Stubblefield

• The following staff members should be compensated \$33.00 for participating in McGraw Hill

IMPACT/ConnectEd on October 6, 2021 at PDI via virtual:

Raymond Hoffman Albulena Emroski Kimberly Miller C Roxann Kennedy Jackalyn Creason Linda Stubblefield

• The following staff member should be compensated <u>\$158.56</u> for participating in CPI Initial Training on August 9, 2021 at Student Services:

Renauta Oakes

• The following staff member should be compensated <u>\$16.67</u> for participating in Every Day Counts PD on September 23, 2021 at PDI:

Kelli Murray



Board of Education Decatur Public School District #61

Date: October 26, 2021	Subject: Approval of the Settlement Agreement between Decatur Public School District 61 and Decatur Educational Support Personnel Association (DESPA)
Initiated By: Deanne Hillman, Director of Labor Relations	Attachments: Settlement Agreement between Decatur Public School District 61 and Decatur Educational Support Personnel Association (DESPA)
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

The most recent Decatur Educational Support Personnel Association contract expired on June 30, 2021. An administrative team met with members of the Decatur Educational Support Personnel Association and developed terms for an updated four (4) year contract. The Decatur Educational Support Personnel Association voted in the affirmative for this contract on October 12, 2021.

CURRENT CONSIDERATIONS:

This four (4) year contract will be in effect from July 1, 2021 and effective through June 30, 2025.

FINANCIAL CONSIDERATIONS:

The financial obligations in this contract will be accounted for in the appropriate future budget. The net increase for the next four years, including wages and health insurance offset, is 19.5%.

STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the Agreement between Decatur Public School District 61 and Decatur Educational Support Personnel Association (DESPA), effective July 01, 2021 through June 30, 2025 as presented.

RECOMMENDED ACTION:		
X	Approval	
	Information	
	Discussion	
	BOARD ACTION:	

CONTRACT RATIFICATION



Educating for Success

Decatur Educational Support Personnel Association (DESPA)

Board of Education Meeting · October 26, 2021



DESPA CONTRACT RATIFICATION

DESPA Negotiating Team

DPS Negotiating Team

Dawn Clark

Michelle Dixson

Andrew Matthews

Neola Briggs

Robin Bruce

Krystle Lockwood

Dan Oakes

Andrew Taylor

Brian Braun

Deanne Hillman

Mary Ann Schloz

Jeff Dase

Dr. Amy Zahm

Eldon Conn





DESPA CONTRACT RATIFICATION

Contract Highlights

- Four-year agreement, effective July 1, 2021, through June 30, 2025, for 72 DESPA members
- Contract approved by an overwhelming majority of voting members
- Corrected employee "step" for members who were frozen in previous contracts
- Net increase for next four years, including wages and health insurance offset, is 19.5%
- Same standard health insurance plans as provided to teachers, teaching assistants, maintenance, custodians, security, Teamsters, and all non-union groups, including principals and administrators





QUESTIONS?



Decatur Educational Support Personnel Association (DESPA)

Board of Education Meeting · October 26, 2021



AGREEMENT

WORKING CONDITIONS AND WAGE SCHEDULE

BETWEEN

BOARD OF EDUCATION, DISTRICT #61

DECATUR, ILLINOIS

AND

DECATUR EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

JULY 1, 2021 - JUNE 30, 2025

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PREAMBLE

This Agreement, developed and agreed to by the Board of Education for School District No. 61, Decatur, Illinois, and the Decatur Educational Support Personnel Association shall take effect on the first day of July 2021, and continue in effect through June 30, 2025, and shall continue from year to year unless either party notifies the other in writing ninety (90) days prior to expiration of their desire to change, alter, or modify the contents of the Agreement. Both parties shall meet at least thirty (30) days prior to the expiration of the Agreement to discuss the proposed revisions. Any changes or additions to the Agreement shall, when agreed upon, be incorporated in the Agreement.

ARTICLE I: RECOGNITION

- A. The Board of Education for School District No. 61, Decatur, Illinois, hereinafter referred to as the "Board" recognizes the Decatur Educational Support Personnel Association, hereinafter referred to as the "Association", as the representative of all educational office personnel except confidential employees as defined by the Illinois Public Labor Relations Act, employed in the Decatur Public Schools for the purpose of negotiation of wages, hours, and conditions of employment.
- B. Both the Board and the Association agree that each employee has the right to join or not to join any organization for his/her professional or economic improvement.
- C. All benefits, rights, and responsibilities provided by this Agreement shall apply equally to all educational office personnel covered by this Agreement.

ARTICLE II: RIGHTS AND RESPONSIBILITIES

A. Association Business

- 1. Authorized association representatives shall be granted time to attend state or national association meetings or attend to other business of the local association, provided that the amount of time so taken does not exceed twenty (20) days per year.
- 2. The Board of Education shall allocate \$500 for DESPA members to attend state conventions and/or local workshops.

B. Mail Service

The Association shall have the right to use the District e-mail service, District mail service and mailboxes for communications to members of the bargaining unit. No postage shall be paid by the Board for the Associations' communications.

C. Use of the Building Facilities

The Association shall have the right to use school building facilities at any time for official Association meetings. The Association may request the use of school building facilities for general membership meetings or other Association purposes and such requests will be handled in the same manner as all other requests received by the Board for use of District facilities except

that charges for use of District facilities will be limited to custodial and maintenance costs when the purpose of such use is an official Association general membership meeting and custodial/maintenance costs exceed those costs normally incurred on any respective day.

D. Board Packets

The Board of Education shall email the President of DESPA or DESPA designee when the board packet has been posted online.

E. Committees

DESPA shall have the right to inquire about membership on committees. DESPA shall be afforded a seat on committees involved in hiring of building level administrators. District level administrator hiring committees shall be staffed at the discretion of the board of education, but such discretion shall not preclude DESPA from asking to be included. DESPA shall have the right to identify other committees in which it desires to be included on a regular and ongoing basis.

ARTICLE III: WORKING CONDITIONS

A. Work Year

The work year for all educational office employees shall be as indicated on the Classification Schedule.

B. Workday

- 1. DESPA employees shall clock in and out pursuant to district procedures.
- 2. The working hours of office employees shall be nine (9) hours eight (8) hours on duty and one (1) hour for lunch as scheduled by the immediate supervisor.
- 3. Upon approval of the immediate supervisor, the working hours for educational office personnel may be adjusted to reflect a one-half hour lunch period.
- 4. Any part-time secretary substituting for a full-time secretary should do so at his/her (part-time) secretary rate.
- 5. All employees shall be allowed one (1) fifteen-minute break in the morning and one (1) fifteen-minute break in the afternoon. Coverage of the DESPA employee during breaks is the responsibility of the immediate supervisor.
- 6. Workdays for office employees include all weekdays, except those designated as holidays in Article VI of this Agreement and includes days of teachers' institutes.
- 7. Any regularly scheduled school days when students and teachers are not in attendance in the building due to unusual circumstances, such as weather conditions, shall be considered a working day. Employees will have the option of working, using a vacation day, using a

personal leave day, using a sick leave day, or taking the day off without pay unless the employee's worksite supervisor approves another option.

8. For student registration days, the following shall apply:

- a. No more than two (2) in-person registration days with hours outside the normal workday shall be scheduled.
- b. In-person registration days which extend beyond normal working hours shall be set by administration with input from DESPA and when 200 Day administrators and secretaries are on duty.
- c. Administration must be present in each building during in-person registration days which extend beyond normal working hours.
- d. Category A may be called in for extra hours to provide additional support on days in which in-person registration occurs beyond normal work hours.
 - i. Staff members in Category A that may be called in shall be called in according to seniority within that work location.

C. Retirement

1. The ending date for terminating employees shall be to include unused vacation days and included in unused vacation days shall be a proration of vacation (rounded to the nearest one-half day) earned in the fiscal year of termination. Vacation entitlement shall be based on the number of days added to the employee's record on the previous June 30. Terminating employees who have taken more vacation days than entitled shall reimburse the Board for the number of vacation days taken but not due them.

D. <u>Protection of Employees</u>

All employees shall be protected against any harassment, interference, language or badgering by any group or individual on the District premises. It shall be the responsibility of the Supervisor and/or the Superintendent of Schools to take whatever actions are deemed necessary to provide employees adequate protection in such situations, including but not limited to enforcement of building security. This does not preclude the responsibility of the employees to work with parents or guardians in resolving school problems.

The general policy, subject to emergency exceptions, shall be that no action against an employee may be taken on a complaint by a parent of a student or by a student, unless such proposed action is first reported in writing to such employee affected thereby and the employee is given an opportunity for a hearing before a representative of the Board concerning the complaint and action proposed to be taken thereon.

E. Surveillance

The purpose of surveillance equipment is to secure the buildings. The purpose of surveillance equipment is not to evaluate the performance of employees or to monitor their behavior or conduct. If the review of data inadvertently reveals alleged incidents of employee misconduct, the employee and the Association will be notified if the District intends to investigate the alleged

employee misconduct incident. Such notification will be in writing. The Association or Employee's representative may review the data depicting the alleged employee misconduct.

ARTICLE IV: PERFORMANCE OF DUTIES, DISCHARGE AND SUSPENSION

A. Performance of Duties

It is hereby agreed that all staff members covered by this Agreement shall comply with all working rules and perform in a satisfactory manner the job-related duties assigned and, in the manner, prescribed by their supervisors.

B. Discipline

1. Pre-Disciplinary Meeting

When the Board is contemplating administering discipline, a pre-disciplinary fact-finding meeting will be held.

2. Notice

The employee and the Association will be given 3 workdays (which are days the District is open for business) prior written notice of the scheduled meeting, except in cases of extreme emergency. Such notice shall contain the reason, date, time and location of the meeting, and shall inform the employee of his/her right to DESPA representation. An agenda listing the reasons for such a meeting shall accompany this written notice. Every employee has the right to have criticisms, disciplinary meetings and reprimands held in private.

C. Discharge/Suspension

- 1. Prior to the implementation of discipline, the supervisor shall discuss the incident with the employee. The principles of progressive discipline shall apply to incidents of remediable misconduct. The purpose of utilizing progressive discipline is to correct employee deficiencies. In cases of remediable misconduct, disciplinary action shall generally begin with an oral warning for the first incident and move through subsequent steps as necessary. The normal progressive disciplinary sequence shall be as follows:
 - I. Oral warning
 - II. Written warning
 - III. Suspension without pay
 - IV. Discharge

In instances of irremediable conduct by the employee, or in the case of serious remediable conduct by the employee, a more serious disciplinary consequence may be selected (that is, for example, a suspension without pay may be imposed without a prior written warning or a written warning may be imposed without a prior oral warning). In no case may a discharge occur without progressive discipline unless the conduct leading to the discharge is irremediable.

- 2. The Board at its option, may suspend without pay rather than discharge an employee if in its opinion the situation warrants such action. The maximum period of such suspension shall be ninety (90) working days. In determining whether an employee should be discharged or suspended, the Board will consider the staff member's employment record, the nature of the offense and any other pertinent information, and their decision shall be final.
- 3. The suspension or discharge of an employee will be handled in the following manner.
 - a. When the Board or its representative determines to suspend or discharge an employee, the employee shall be told the reason for the action and given an opportunity to reply to the charges. Notice of either suspension or discharge will be given in writing before the employee departs the premises of Decatur Public Schools.
 - b. If the employee feels he/she has been dealt with unjustly and a hearing is desired, he/she shall proceed according to the grievance procedure.
 - c. If it is found that the employee has been dealt with in an unjust manner, the Board will reinstate the employee in his/her job with all former rights and benefits restored and will pay the employee all loss of earnings.

ARTICLE V: GRIEVANCE PROCEDURE

- A. <u>Definition</u> A grievance shall mean a written complaint by an employee, a group of employees or the Association that there has been an alleged violation, misinterpretation, or misapplication of the agreement.
- B. <u>Constraints</u> Any investigation or other handling or processing of any grievances by the grievant or the Association shall be conducted so as to result in no interference with or interruption whatsoever of the instruction program and related work activities of the grievant or of the District's employees.

C. General Provisions

- 1. No employee at any stage of the grievance procedure will be required to meet with any administrator or supervisor without an Association representative.
- 2. Any employee who participates in the grievance procedure shall not be subject to disciplinary action or reprisal because of such participation.
- 3. The employee or his/her Association representative has the right to be present at all hearings and meetings concerning his/her grievance.
- 4. In any instance where the Association is not representing the grievant, the administrator or supervisor receiving the grievance or making the decision shall notify the Association in writing of all meetings, hearings, and the resolution at any level. Any agreement made between the administrator and/or supervisor with the member shall be in accordance with the mutually agreed to agreement between the Board and DESPA.

- 5. A grievance may be initiated and/or conducted by:
 - a. an employee on his/her own behalf
 - b. an employee accompanied by an Association representative
 - c. an Association representative at the employee's request
 - d. the Association
 - e. group of employees
- 6. All time limits may be extended by mutual agreement between the parties.
- 7. Grievance procedure Personnel File: All records related to a grievance shall be filed separately from the personnel file of the employee.

D. <u>Procedure for Adjustment of Grievances</u>

<u>Informal Conference</u> - Within ten (10) workdays of when the grievant knew or should have known of the occurrence of the event which first gave rise to the grievance, a complaint shall first be discussed with the object of resolving the matter informally. In the event the matter is resolved informally, and an Association representative was not present at the adjustment of the complaint, the supervisor shall inform the DESPA President or DESPA Designee of the adjustment.

For the purposes of this article "workday" shall be defined as days that the District Office is open.

Step One:

In the event the matter is not resolved informally, the grievant or the Association shall present a written statement on a form of the alleged violation to the principal or other appropriate supervisor within ten (10) workdays of the informal conference. The supervisor shall, within ten (10) workdays of the receipt of the grievance confer with the grievant and/or his/her Association representative to try to resolve the grievance. Within ten (10) workdays after the completion of the conference, the supervisor shall give his/her written decision. A copy of the decision shall be given to the Association.

Step Two:

In the event that the grievance has not been resolved in the first step, the Association or the grievant may file an appeal to the Superintendent or his/her designee. The appeal shall be made within ten (10) workdays after the receipt of the supervisor's decision. Within ten (10) workdays of the receipt of the appeal, the Superintendent or his/her designee shall confer with the Association and the grievant in an effort to resolve the grievance. The Superintendent, within ten (10) workdays following the conference shall file his/her written decision with the grievant and the Association.

Step Three:

Within thirty (30) workdays after receiving the decision of the Superintendent or his/her designee, the Association may submit the grievance to binding arbitration of the American Arbitration Association (AAA). The arbitrator shall follow the standard rules of the AAA. The Board and the grievant shall share equally the arbitrator's fees and the court reporter's expenses.

ARTICLE VI: VACATIONS AND HOLIDAYS

A. Vacations

1. Staff members in the District, who work 20 or more hours per week, shall be entitled to a vacation with pay in accordance with the following schedule and Classification Schedule:

Days of Vacation Entitlement by Classification

	<u>B (261), C</u>	B(220)	<u>A</u>
One to Five	10	9	8
Six to Ten	15	14	13
Eleven or More	20	19	18

Vacation will be allotted on July 1 of the current fiscal year.

- 2. Staff members employed on or before September 1 shall be considered as having one (1) year of service as of June 30. Staff members hired after September 1 shall receive a prorated vacation entitlement.
- 3. After a full year of employment with District No. 61, a staff member who voluntarily terminates his/her employment, retires, or is terminated because of the elimination of his/her position shall receive a prorated vacation entitlement. Employees who are discharged shall receive no vacation entitlement and employees who are suspended shall receive no vacation entitlement for the period of their suspension. Employees reemployed within six (6) months following termination due to elimination of position, shall receive vacation entitlement held prior to termination.
- 4. An employee must have worked a minimum of sixty (60) percent of his/her scheduled workdays or have been paid accrued benefits in the preceding fiscal year in order to be eligible for any vacation.
- 5. Full-time staff members may take their vacation at any time during the year subject to the approval of their supervisor. Payment for unused accumulated vacation time upon separation from employment shall be made no sooner than 30 days following such separation. It is the parties' intent that such payment shall be sheltered from and against IMRF contribution.
 - a. A maximum of ten (10) vacation days may be carried forward to the following year.
 - b. Unused vacation days in excess of the above ten (10) days will be added to the employee's accumulated sick leave on July 1.

6. DESPA employees who are 261 days are highly encouraged to use their benefit time during breaks, Winter and Spring Break. It is understood that during breaks (Winter and Spring), employees in Classifications A and B (190, 200 and 220 days) should not be scheduled to work. Those employees shall use accrued vacation for that time. Employees may reserve as many as two (2) vacation days for future breaks and instead elect to take unpaid days. It is understood that if the employee has exhausted all accrued vacation, the employee has personal days she/he may elects to use. If the employee is requested to work by administration during the breaks, the employee and his/her administrator will forward the request in advance to the HR Director. The HR Director will give a written list of those approved to work over breaks to the DESPA President or designee within two weeks after each break.

B. <u>Holidays</u>

- 1. Office employees, who work 20 or more hours per week, shall have the following days off duty with pay:
 - a.) Independence Day Labor Day Indigenous Peoples'/Columbus Day Veterans Day Pulaski Day Martin Luther King Jr.'s Birthday President's Day Spring Break Day – Friday before Easter Memorial Day Juneteenth Thanksgiving Day Friday after Thanksgiving December 24 Christmas Day New Year's Day
 - b.) No member of the bargaining unit shall be required to work on observed legal holidays unless an emergency or continuous operation and maintenance of school facilities requires his/her attendance.

If any of the above legal holidays ceases to be a legal holiday, employees shall not have that day off duty with pay, but one day's time will be added to vacation eligibility.

- 2. Persons working twenty (20) hours or more a week, but less than full time, will receive holiday pay for days off that fall within their work year.
- 3. If a holiday is not observed in accordance with the legal holiday date or falls on a Saturday or Sunday, the observance will be scheduled on an alternate date.

- 4. An employee must be in pay status the day before and the day after a holiday to be paid for the holiday. If ill the day before or after a holiday, the employee must have and use benefit time in order to be paid for the holiday.
- 5. If a staff member takes a religious holiday, other than those included in the list of approved holidays noted in paragraph one (1) above, the absence shall be considered time off without pay unless the staff member elects to have it charged against his/her vacation.

ARTICLE VII: SHORT TERM LEAVES

A. Sick Leave

1. Sick leave without loss of pay shall be credited annually to each office employee who works 20 or more hours per week on the first day of each fiscal year in accordance with the following schedule:

Days of Sick Leave Entitlement by Classification

Classification of Employment	<u>Days Per Year</u>		
B (261), C	16		
B (220)	14		
A	13		

- 2. Absences for Sick Leave shall be allowed under accrued sick leave. Sick leave shall include the adoption of a child, quarantine, serious illness, (includes mental health, alcoholism, and drug abuse) death or illness in the immediate family or household.* (Immediate family shall include wife, husband, child, father, mother, sister, brother, grandparent, grandchild, daughter-in-law, son-in-law of the employee; and father, mother, sister, or brother of spouse of the employee; step-mother, step-father, step-sister, step-brother of the employee or spouse of the employee; or persons in loco parentis of employee.) * Anyone residing in the home more than six (6) months of the calendar year.
- 3. A doctor's statement shall be required for all absences due to quarantine or serious illness (includes mental health, alcoholism, and drug abuse) in the immediate family.
- 4. Employees hired after the fiscal year begins shall be credited with the prorated number of sick leave days rounded off to the nearest one-half (1/2) day.
- 5. A doctor's statement may be required for personal illness charged against sick leave. If personal illness is claimed, a doctor's statement may be required after an employee has been absent three (3) consecutive days. The employee is responsible for obtaining the doctor's statement. A doctor's statement may be required in certain other cases by the School District where the absence of the employee is less than three consecutive days. In this case, the cost of obtaining this certificate shall be borne by the District and the District may require in this instance the employee to see a doctor of its own choosing. If an employee is absent for serious illness (includes mental health, alcoholism, and drug abuse) or for hospitalization, a doctor's release for regular duties must be presented before returning to work.

- 6. Official records of sick leave entitlement and use will be maintained in hours. The hours of sick leave entitlement will be calculated by multiplying the number of days of entitlement by the number of hours in the staff member's workday. Sick leave may be used in increments of 0.25, 0.5, and 0.75 hours.
- 7. Employees may accumulate 1920 hours (240 days) of sick leave or the maximum credit amount allowed by IMRF if greater.
- 8. Accumulated sick leave shall automatically terminate on the date that a staff member's employment terminates. Employees reemployed within one calendar year, following termination due to elimination of position, shall receive sick leave entitlement held prior to termination.
- 9. With the consent and on the conditions set forth by his/her immediate supervisor, full-time employees released by their doctors only for part-time work may return from sick leave and work part-time until their doctors release them for full-time work.

B. Personal Day

- 1. Staff members will be permitted four (4) personal leave days annually, with such to be deducted from sick leave entitlement. Personal leave may be used in increments of one (1) hour.
- 2. A written request for personal leave (no reason need be stated) shall be made to the appropriate supervisor in advance of taking the leave.
- 3. Personal leave days may not be taken during the first five (5) days and the last five (5) days of school. Exceptions to this shall include emergencies, religious holidays, and times when the staff member or his/her immediate family is personally involved in a court case, graduation exercise, or an honor convocation.
- 4. Personal leave days may be used before or after a holiday under the following conditions:
 - a. Not more than one secretary per immediate supervisor may utilize said leave for each holiday.
 - b. Five (5) days written notice must be given, unless the immediate supervisor agrees to waive the five (5) days.

C. Funeral Leave

- 1. Absences for attendance at funerals shall be allowed under accrued sick leave provided such absence does not exceed the date of the funeral and reasonable travel time.
- 2. If a staff member is requested to serve as a pallbearer and, to do so, must be absent from work, the absence shall be considered time off without pay unless the staff member elects to have it charged against accrued sick leave.
- 3. An employee wishing to attend the funeral of a currently enrolled student or a current staff member will not be charged a sick day to attend the funeral. Arrangements can be made with

the supervisor and with the cooperation of other employees to cover the responsibilities of the employee allowed to attend. Arrangements are acceptable provided they do not require a full day of absence or the hiring of a substitute.

D. Disability Benefits

- 1. An employee participating in the Illinois Municipal Retirement Fund, after employment of one (1) year, is eligible for disability benefits. These benefits shall begin on the 31st day after the illness or absence began or, if the employee has accumulated sick leave of over thirty (30) days. Employee can use temporary benefits on the 31st day off without exhausting sick leave benefits. This is the employee's option.
- 2. Sick leave benefits available to employees are to be coordinated with benefits which an employee receives under Worker's Compensation. If an employee eligible to receive sick leave is injured in the course of employment and receives disability benefits under Worker's Compensation the employee shall receive from Decatur Public School District #61 the difference between the Worker's Compensation benefits and the wages or salary to which the employee is entitled under the Decatur Public School District #61 leave program. The accumulated sick leave of the employee shall be reduced proportionately based upon the compensation remitted by the Decatur Public School District #61.

Pro-rated sick leave shall be available to the employee only to the extent that an employee has accumulated sick leave days, so that an employee shall receive full pay upon days which an employee is unable to work due to work-related injury or illness, but in no instance will an employee be entitled to a combination of sick leave benefits and Worker's Compensation benefits in excess of the employee's regular pay. In no event will an employee be entitled to sick leave benefits beyond the accumulation of sick leave days of that employee. An employee on Worker's Compensation may waive sick leave pay, in which case the employee shall not be charged with sick leave use.

E. Accident of Employees

- 1. When an accidental injury occurs, such accidental injury shall be immediately referred to a certified medical doctor.
- 2. Employees may select a physician of their own choosing.
- 3. Worker's Compensation, as required by law, is provided all employees. It provides first aid, medical and surgical services, and compensation for periods of disablement, in case of the onthe-job accidental injury while an employee is engaged in official district business. Worker's Compensation shall be administered by a provider under contract with the Board.

ARTICLE VIII: EXTENDED LEAVES OF ABSENCE

- A. The following conditions shall apply to all extended leaves of absence unless otherwise indicated:
 - 1. Requests for leave shall be in writing to the Director of Human Resources.

- 2. Eligibility shall be based on a minimum of two (2) full terms of continuous employment in the Decatur District.
- 3. Leaves shall be limited to one year effective as of the date of the leave. Further extension shall be at the discretion of the Board.
- 4. Leaves shall be without pay.
- 5. Salary increments shall not accrue during leave.
- 6. Sick leave days shall not accrue during leave.
- 7. Accrued benefits earned at the time the leave begins shall be retained. Accrued benefits shall be defined to mean accumulated sick leave, and placement on the salary schedule (staff member retains full salary placement credit to which staff member was entitled at the time the leave was granted.)
- 8. Employees who are absent due to illness reasons, including those employees who subsequently receive temporary disability benefits or accidental disability benefits from District 61 affiliated retirement programs, will have their health and life insurance coverage continued at Board expense for the period they are receiving sick leave benefits from the Board and for a period up to six months from the date sick leave is exhausted.
- 9. Employees covered under the Board's group health insurance policy who are on authorized leave of absence for reasons other than illness, including child rearing, may continue to be covered by this insurance for a period as provided under COBRA, providing the employee pays the monthly premium in advance. A waiver of participation must be signed by employees going on leave who do not desire to continue their coverage, and such person must meet medical requirements of the insurance company to again qualify for insurance coverage under the Board's group policy.
- 10. The Board may request a staff member on leave to furnish a statement from a physician or a psychiatrist indicating whether or not the staff member is capable of returning to work.
- 11. Written notice of intention to either return or resign shall be given to the Director of Human Resources no less than sixty (60) days prior to the expiration of the leave. Failure to furnish such written notice shall constitute a notice of resignation.
- 12. Reemployment during the school year shall be at the discretion of the Board.
- 13. Staff members who are granted leave of absence cannot be assured of placement in the same position when they return. The best possible assignment, however, shall be made within the existing vacancies.

B. Authorized Leaves

1. Child Rearing Leave

Staff members who are expectant mothers and fathers shall upon request, be granted child rearing leave.

2. Adoption Leave/Foster Care Leave

Staff members shall, upon request, be granted a leave of absence for the adoption of a child.

3. Detached Service Leave

Staff members shall, upon request, be granted a leave of absence for detached service to work for an educational institution, a foundation, or an official government agency, or the State or National affiliate of the local Union.

4. Extended Illness Leave

Staff members whose serious health condition extends beyond the period compensated under Section VII of this document will be granted a leave of absence until such time as a physician certifies the staff member is capable of returning to work or starts receiving disability benefits under the IMRF. In no case shall extended illness leave extend beyond one (1) calendar year. Personal illness would include mental health, alcoholism, and drug abuse.

5. Family Hardship Leave

Staff members shall, upon request, be granted a leave of absence for the purpose of caring for a sick member of his/her family. A written statement of need from a physician shall accompany the request.

6. Military Leave

Staff members required to serve in the armed forces of the United States shall be granted a leave of absence without pay for the period in the service. Time spent in the armed forces shall be credited to their years of experience on the salary schedule upon their return to the school system. Staff members will not suffer any seniority loss.

7. Study Leave

Employees shall, upon request, be granted a leave of absence for study designed to improve their competencies.

8. General Leave

Employees may, upon request, be granted a leave of absence for such purposes as deemed appropriate by the Superintendent.

9. Family and Medical Leave Act (FMLA)

All full-time and part-time employees that qualify for FMLA shall be eligible for up to 12 weeks per year of FMLA for the following reasons: birth and care of the newborn child of the employee;

- for placement with the employee of a son or daughter for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- to take medical leave when the employee is unable to work because of a serious health condition
- including any amendments.

During the family and medical leave period, the District shall continue to pay the health insurance premium set forth in the collective bargaining agreement. Employees shall not be required to use family and medical leave prior to, instead of, or simultaneously with any accrued leave. The employee shall have the option to make use of family and medical leave or any other contractual leave. With respect to use of FMLA, the FMLA year shall be defined as in district policy. The district has opted to use the rolling FMLA year. Eligible employees may use unpaid family and medical leave, guaranteed by the Federal Family and Medical Leave Act, for up to a combined total of 12 weeks in any rolling 12-month period. Following the leave period, the employee shall be reinstated to his/her previous position or an equivalent position. All seniority, benefits, sick leave, and vacation leave will continue to accrue during the time an employee is utilizing FMLA. Employees may use this leave intermittently up to 12 weeks.

ARTICLE IX: COMPENSATION AND INSURANCE

A. Compensation

- 1. Educational office personnel for the Decatur Public Schools shall be paid in accordance with and work under the conditions set forth in this agreement. Wage rates of all employees covered by this agreement are set forth in Schedule A which is attached hereto and made a part hereto.
- 2. No changes or additions in existing classification or positions will be made without prior notification to the DESPA represented by the Bargaining Committee. Classifications of all educational office personnel covered by this Agreement are set forth in Schedule B of the Appendix which is attached hereto and made a part hereof.

B. Overtime

1. Any overtime work must first be offered to the full-time secretary and not to a part-time or temporary employee. If overtime is offered to full-time secretaries, it should be offered to the full-time on duty secretary whose job description or normal responsibilities most closely align to the overtime work offered first. If the overtime is not desired by the full-time secretary, the overtime should be offered to other full-time secretaries in the building or department in the order of seniority. If no full-time secretaries accept the overtime opportunity, then the part-time or temporary employee working in the designated building or department may be offered the extra time.

- 2. Compensation for authorized overtime is one and one-half times the regular hourly rate shown on Schedule A. There shall be no overtime except that authorized by the immediate supervisor. No overtime shall be paid unless forty (40) hours for the week have been worked.
- 3. Overtime work performed on Saturday shall be paid at time and one-half the respective hourly rate. Overtime work performed on Sunday shall be paid at twice the respective hourly rate, only if overtime work has been performed on Saturday (the day before) at time and one-half respective hourly rate. Overtime work will not be performed on Sunday unless it is an emergency.
- 4. Overtime work performed on a holiday as listed in Article VI-B, 1, or as declared by the Board shall be paid at the rate of time and one-half in addition to holiday pay.
- 5. Compensatory Time Off: Employees who work extra hours may receive, with the agreement of the employee and the supervisor, time off at a future date in lieu of overtime pay. Compensatory time off will be at the same rate that would be paid for overtime. The compensatory time off is one and one-half times the number of overtime hours worked.

C. <u>Insurance</u>

- 1. The Board of Education will continue to provide for each employee the health insurance plan in effect for other groups included in the health insurance committee.
 - a. Employees who work six (6) or more hours per day and five (5) days per week will have an insurance policy covering hospital and medical costs. Health insurance coverage for the family of staff members will be on an optional basis.
 - b. Any employee working less than 30 hours a week, but 20 or more hours per week, will be provided the same coverage if they wish to pay one-half of the premium.
 - c. In the event insurance coverage is revised or premiums change during the annual renewal, the coverage will include the same subsidy as provided to other groups in the health insurance committee.
 - d. The employee paid portion of the premium shall be sheltered under Section 125 of the Internal Revenue Code.
 - e. The insurance payments shall be taken out over twenty-four (24 pays for twelve-month employees and eighteen (18) pays for less than twelve-month employees.
 - f. There shall be at least one open enrollment period each year.
 - g. Prescription cards will be made available to each employee who is receiving health and medical coverage through the health insurance plan. Under the current health insurance plan, prescription coverage information is included on the health insurance card. Employees should direct any questions or concerns to the District Business Office.
- 2. Transition: During the 2021-22 school year, DESPA employees who have elected to participate in the health insurance plan will remain on the \$500 deductible plan through

December 31, 2021. The employee premium rate shall be calculated from the previous Collective Bargaining Agreement (\$75 per month for Individual and \$275 per month for Family). DESPA employees will transition to the \$1,000 deductible plan on January 1, 2022. In addition, DESPA employees will have access to the optional High Deductible Plan beginning January 1, 2022. Beginning in the school year 2021-22, DESPA employees will be offered the same wellness bonus provided to other groups within the health insurance committee for participation in the District's blood draw program.

- 3. The health and medical insurance coverage which is presently in effect will be on an optional basis for the DESPA employee who retires from the Decatur School District.
 - a. Retirees who opt to participate in the employee group health insurance plan will pay the entire annual premium imposed by the insurance carrier. Coverage will end when the retiree reaches the age of 65.
 - b. Health insurance for the family of the retiree will be on an optional basis for those who had family insurance upon retirement. Retirees who opt for this coverage will pay the entire premium. Coverage will end when the retiree or dependent reaches Medicare coverage age.

4. <u>Insurance Changes</u>

If the District Insurance Committee considers any change to insurance, during the term of this contract or between contracts, the Insurance Committee and the Board will reduce to writing any proposed changes. Decision making shall be made through 80% agreement of voting members of the District Insurance Committee. DESPA shall be entitled to one vote for each one hundred DESPA members or portion thereof. It is understood that DESPA shall have a minimum of one representative on the health insurance committee. Any member may send a proxy to vote, and voting shall be limited to one vote per member present. Upon ratification of DEA membership, the proposed changes will be taken to the Board for approval.

- 5. The Board will provide for each full-time office employee term life insurance in the amount of \$100,000 at no cost to the employee.
- 6. The Board shall indemnify and protect office employees against any loss of, damage to, or destruction of the office employee's personal property as a result of assault and/or battery committed against them while working within their scope of employment and said assault and/or battery to be without legal justification.

7. Optional Additional Plans

The following options are available (annually, during open enrollment) to employees of Decatur School District No. 61. Employees should direct any questions or concerns to the District Business Office.

a. Dependent Care Assistance Plan

This plan will enable each participant to elect to receive payments of reimbursement of his/her dependent care expenses that are excludable from the participant's gross income under Section 129 of the Code.

b. Medical Reimbursement Plan

This plan enables each participant to elect to receive payments of reimbursements of his/her medical care expenses that are excludable from the participant's gross income under Section 105(b) of the Code.

c. Volunteer Dental Plan

This volunteer Dental Plan will enable each employee to participate in a group dental plan.

D. Retirement Contribution

Staff members who participate in the Illinois Municipal Retirement Fund will be granted an increase in gross earnings according to the following schedule:

Step of District Experience	Percentage
15-17	0.5%
18	1.0%
19	1.5%
20	2.0%
21	2.5%
22	3.0%
23	3.5%
24	4.0%
25	4.5%

ARTICLE X: SUMMER EMPLOYMENT

A. Applications

Clerical staff members employed less than fifty-two (52) weeks may request consideration for summer employment by submitting an application. DESPA members who are employed in the summer will be paid holidays that occur during their summer work schedule. An employee must be in pay status the day before and the day after a holiday to be paid for the holiday. If ill the day before or after a holiday, the employee must have and use benefit time in order to be paid for the holiday.

B. Selection

The selection of staff members for summer employment shall be on the basis of ability, skills, and years of service in the District. Clerical staff members employed less than fifty-two (52) weeks shall be given priority for summer clerical positions such as Summer School, textbook repair, or summer substitutes.

C. Compensation

Educational office personnel selected for clerical summer employment shall be paid no less than their normal rate of pay. However, summer employment shall not increase the number of vacation days or sick leave days to which the employee is entitled.

ARTICLE XI: PROMOTIONS, VACANCIES, TRANSFERS AND POSITION ELIMINATIONS

A. Vacancies

- 1. Information regarding educational office personnel positions which are available, either through creation or vacancy, shall be publicized to the staff. Notices of vacancies will include current description of work, classification of the job, and prerequisite qualifications needed for application, including specific training and experience.
- 2. All position vacancies, including temporary positions expected to last a minimum of eight (8) consecutive weeks, shall be posted for bid. A minimum of ten (10) workdays shall be allowed for submission of applications.
 - For the purposes of this article "workday" shall be defined as days that the District Office is open.
- 3. Vacancies occurring within the bargaining unit, including newly created positions, shall be posted within ten (10) workdays of receiving notification of intent to vacate the position. The names of all applicants for the position are to be forwarded to the appropriate administrator. All interviews shall be held within ten (10) workdays of the expiration of the posting period. If the interviews provide acceptable candidates, the recommendation for hire shall be submitted within ten (10) workdays following the final interview. If no acceptable candidates are identified through the interview process, the position shall be reposted within ten (10) workdays following the completion of the final interview. If no applications are received for the position, it shall be reposted within ten (10) workdays. If no applications are received or no acceptable applicants apply, the employee vacating the position will not be held in said position longer than ten (10) workdays. Within ten (10) workdays following the interview of any Association applicant, that association applicant will receive written notification of the outcome of the interview.
- 4. Staff members may apply for any vacancy by District application process. Other than situations covered by C. Position Eliminations, all staff members shall be interviewed and given consideration before any applicant is appointed to the position.
 - a. A staff member who interviewed and was not selected may request a reason for the non-selection. The Director of Human Resources shall inform the staff member, in writing, of the reason.
- 5. In filling vacancies, the Board agrees to give due consideration to the ability, skills, length of service and other relevant factors of all applicants.

- 6. Staff members selected to fill vacancies at either the same or different classification shall retain their years of experience.
- 7. The Association shall be involved in the process to create any new position.

B. Involuntary Transfers

The Board may transfer or reassign staff member when necessary to best utilize the staff or when it considers such transfer or reassignment to be in the best interest of the District. Before a transfer is made, the Director of Human Resources shall provide both the affected employee and the association written notice of the proposed transfer. In requesting transfers or reassignments the Board agrees to give due consideration to the ability, skills, length of service and other relevant factors of all employees. The administration shall consult with the staff member before a unilateral transfer is made. If the Board transfers or reassigns a staff member to a position falling in a lower pay grade than the one he/she presently holds, he/she shall continue to be compensated in accordance with his/her old pay grade for a period of one year or until such time as he/she may apply for and obtain a position of equal or higher pay grade, whichever comes sooner.

An employee assigned involuntarily to a new position will be provided appropriate training to perform duties assigned. In the event of an involuntary transfer, the DESPA member will be granted a meeting upon request with the appropriate Administrator and may also request an Association representative be in attendance.

C. Position Eliminations

1. When buildings are closed or positions are eliminated, staff members in these buildings and positions retain a position in their classification.

Classification A;
Classification B;

Classification C.

The lay-off will occur beginning with the employee with the least amount of longevity in that classification subgroup. Bumping is respected exclusively within a Classification subgroup, and not across subgroups.

- 2. An employee displaced (but not RIF'd) as the result of a position being eliminated will be placed in a vacant position within the same classification. If no vacancy exists, the employee with the least amount of longevity in that classification subgroup will be RIF'd and the displaced employee will move into that position.
- 3. Recall will occur in the reverse order of layoff within classification.

- 4. If it becomes necessary to close buildings or eliminate positions, the employees in these buildings and positions and those employees with the least amount of service in the district will be given due notice as required by law.
- 5. If it becomes necessary to eliminate a position because government funds are no longer available, the position being one paid by the government rather than from District No. 61 funds, the two-week notice to which a staff member is entitled shall be paid from District No. 61 funds if necessary.

D. Position Evaluation and Classification

The purpose of position evaluation is to determine the content and relative worth of each position and establish internal equity regarding compensation through the position classification plan. The position evaluation approach is a systematic and rational method for rating each position and assigning positions to responsibility groups that reflect their relative value to the District.

Procedure:

- 1. Letter requesting position review sent to Director of Human Resources.
- 2. Position Evaluation Questionnaires sent to incumbent and incumbent's supervisor.
- 3. Completed forms returned to Director of Human Resources.
- 4. Position Evaluation Committee meets in December and July to review requests. Committee is composed of: Director of Human Resources, Business Manager, Assistant Superintendent, and President of DESPA or DESPA designee and DESPA Bargaining Committee Chair.
- 5. Committee's recommendation will be sent to Superintendent. Superintendent makes final decision on recommendation.
- 6. Superintendent will notify incumbents and supervisors of the decision. Notice shall be given in writing within ten (10) school days of the meeting.
- 7. If the request is denied, the incumbent will be given the reasons for the denial in writing.
- 8. If the request is granted, the incumbent's pay will be retroactive to December 1st or July 1st depending on the date of request.

ARTICLE XII: EVALUATION

A. Evaluator

Office Personnel shall be evaluated by the immediate supervisor.

B. Timeline

- 1. Probationary employees shall be evaluated before ninety (90) days and again after nine (9) months.
- 2. Employees new to a position will be evaluated at the end of the current year.
- 3. After one (1) year of experience, all employees will be evaluated once every two (2) years provided no areas are rated as needs improvement.

C. Response

Employees shall have the opportunity to write comments of agreement or disagreement on their evaluation.

D. Conferences

Evaluation conferences shall always take place with only the two (2) parties concerned present.

E. Documentation

Any deviation above or below "Acceptable" shall be documented by citing supporting information.

F. Joint Committee

No changes to the evaluation instrument shall occur without prior agreement of the Board/DESPA joint committee on evaluations.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

A. Jury Duty and Court Appearance

Any member of the bargaining unit summoned to jury duty or issued a court subpoena shall be paid his/her full salary for each working day of absence, provided that the member pays the District the jury fee or witness fee. Part-time employees would pay back a prorated amount of the jury fee. If payment is not paid within forty (40) days, it will be withheld from subsequent pay. This provision is not applicable if the staff member is a plaintiff against the School District, the Board of Education, or its representative as a result of any legal actions commenced by or on behalf of the Decatur Educational Support Personnel Association, or as the result of any legal actions arising from collective negotiations between the Decatur Educational Support Personnel Association and the Board of Education.

B. Physical Examinations

Each new employee of the Decatur Public Schools is required to have a complete physical examination at the applicant's expense. A special form for the physical examination of all new employees shall be provided by the Human Resources Office.

C. Acceptance of Gifts

Employees of School District No. 61 are required to comply with the Illinois State Officials and Employees Ethics Act, 5 ILCS 430/1-1 *et seq.*, and Illinois Gift Ban, 5 ILCS 430/10-10 *et seq.*

D. In-service and Training

- 1. Each employee shall receive two (2) days per year to attend workshops without loss of pay.
- 2. There shall be one (1) day annually during which professional development is provided for clerical employees.
- 3. The District shall support no less than eight (8) hours of on-site training to new and newly promoted employees to be provided by a DESPA member and/or district departments, scheduled at the discretion of both employees' supervisors.

E. Freedom to Request a Conference

Any employee's request for conferences or hearings at any higher level shall not be considered by anyone as a reflection upon the employee. A reasonable use of this procedure is encouraged to the end that all employees, certificated or otherwise, shall enjoy freedom of thought and freedom of communication concerning their profession and the work of the school system, and to the end that ideas may flourish, and creative thought be stimulated.

F. Definition of Probationary, Full-Time, Part-Time, Short Term Employees

- 1. <u>Probationary employee</u>: All new employees shall be considered as probationary employees for the first ninety (90) calendar days of their employment. The Board, through its appointed representative, shall have the right to discharge any employee in such status and no grievance shall arise therefrom.
- 2. A full-time employee is one who works eight (8) hours daily and is employed the number of weeks required for his/her position as specified in Classification Schedule. Full-time employees are eligible for full vacation, holiday, sick leave, and insurance benefits provided by the Board as specified in this Agreement.
- 3. <u>A part-time employee</u> is one who works less than full time and/or is employed on a continuous basis for the number of weeks required for his/her position as specified on Classification Schedule.

Part-time employees who work twenty (20) hours or more per week are eligible for vacation, sick leave, and holiday benefits calculated on a basis that is consistent with their daily earnings. Part-time employees who work six (6) or more hours per day are entitled to have the Board pay the premium to the extent identified in this agreement in Article IX.C. on their health insurance. Employees who work twenty (20) hours or more per week but less than thirty (30) hours per week are entitled to have the Board pay one-half of the premium on their health insurance if they pay the remaining one-half.

Part-time employees who work less than twenty (20) hours per week are not eligible for vacation, sick leave, holiday or insurance benefits.

4. A short-term employee may or may not work eight (8) hours daily but is not employed on a continuous basis or for the number of weeks required for the position. Short-term employees are not eligible for vacation, holidays, insurance benefits or sick leave.

G. Administering Medication

Employees shall not be required to administer medication; however, employees shall comply with Board policy, asthma episode emergency response protocol, and an individual student's asthma action plan.

ARTICLE XIV: LIMITATIONS

- A. The Decatur Educational Support Personnel Association and the individual members of the bargaining unit represented by the DESPA agree not to strike.
- B. The Decatur Educational Support Personnel Association and the individual members of the bargaining unit represented by the DESPA agree that they, will not during working hours engage in or encourage or support any strike, slowdown, or other concerted refusal to render full and complete services to the Board.
- C. This Agreement shall not supersede any existing or future laws of the State or Federal Government as they affect the legal operation of the school system by the Board. If any portion of this Agreement is in violation of any law or is declared invalid by any court or competent jurisdiction, or shall become inoperative because of any State or Federal law, that portion in disagreement shall be considered null and void, but the remaining portions of this Agreement shall continue in full force until the prescribed termination date.
- D. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the employment, termination, and direction of employees are vested exclusively in the Board of Education, and that the Board is the legally constituted body for that purpose.
- E. This Agreement shall create no personal or individual contractual obligation or liability on the part of any member or members of the Board of Education.
- F. Waivers If any waivers become subject to bargaining, at that time we will schedule a meeting to bargain.

ARTICLE XV: MODIFICATION AND WAIVER

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties and no departure from a provision of this Agreement by either party, or by their officers, agents, or representatives, or by members of the negotiating committees, shall be construed to constitute a continuing waiver of the right to enforce such provisions.

IN WITNESS WHEREOF, the parties hereunto set their hands and
seals this, 2021.
DECATUR EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
Bargaining Committee Member
President
BOARD OF EDUCATION, DISTRICT NO. 61
President
Secretary

APPENDIX

4-year agreement, beginning July 1, 2021 and ending June 30, 2025.

Retroactive pay increases shall begin as of August 7, 2021.

1. An employee hired by October 1 of the year preceding each year of this agreement shall advance one step. This language shall not read to require step movement outside the 4 years of this agreement unless the parties agree to such movement. Past practice is expressly acknowledged by the parties to be that step movement is not required unless agreed at the conclusion of each contract year, and this language is intended as an express waiver of any status quo which would be contrary to the above.

2. Prior Work Experience Credit

Prior to employment with the District, applicants with prior work experience shall be awarded such work experience if it is related to position duties and responsibilities noted in the relevant job description and verifiable with a copy of a prior job description and by a prior employer (if possible).

Any such work experience must have been within the ten-year period immediately prior to proposed employment in the District. New applicants may be granted placement up to step 3 if it meets the provisions of this document. Prior experience above step 3 shall be awarded only with mutual agreement of Director of Human Resources and the DESPA President or DESPA Designee.

Any employee returning from an extended leave of absence will retain full salary placement credit as defined in Article VIII – Extended Leaves of Absence A7.

Any former employee whose prior job was in Schedule B of the contract and is re-employed shall be granted full credit for prior District 61 employment.

- 3. Educational office personnel selected for summer employment shall be paid at the same rate of pay as their regular employment. However, summer employment shall not increase the number of vacation days or sick leave days to which the employee is entitled. Persons hired for summer employment who are not regular District 61 employees shall be paid the current Federal Minimum Wage.
- 4. The X-step is intended as a one (1) year payment to qualifying retiring employees in recognition of the many years of faithful and dedicated service the employee has given to education in general and to the School District and its students. In order to qualify for an X-step salary rate for the final year of employment, an employee must be eligible for IMRF retirement criteria and have been employed for at least 8-15 years (\$750.00), 16-20 years (\$1250.00), 21-25 years (1750.00), and 26+ years (\$3250.00) with the Decatur Public School District 61. No later than 90 days prior to the anticipated retirement date, employees must have notified the Director of Human Resources in writing that he/she will be retiring upon the specified date. To stay within the IMRF 125% Rule, a payment cycle will be established with payroll.

WAGE SCHEDULES

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Step	\mathbf{A}	В	\mathbf{C}
1	\$17.25	\$18.00	\$18.75
2	\$17.49	\$18.25	\$19.01
3	\$17.73	\$18.50	\$19.27
4	\$17.97	\$18.75	\$19.53
5	\$18.21	\$19.00	\$19.79
6	\$18.21 \$18.45	\$19.25	\$20.05
7	\$18.69	\$19.50	\$20.31
8	\$18.93	\$19.75	\$20.57
9	\$19.17	\$20.00	\$20.83
10	\$19.41	\$20.25	\$21.09
11	\$19.65	\$20.50	\$21.35
12	\$19.89	\$20.75	\$21.61
13	\$20.13	\$21.00	\$21.87
14	\$20.37	\$21.25	\$22.13
15	\$20.61	\$21.50	\$22.39
16	\$20.85	\$21.75	\$22.65
17	\$21.09	\$22.00	\$22.91
18	\$21.33	\$22.25	\$23.17
19	\$21.57	\$22.50	\$23.43
20	\$21.81	\$22.75	\$23.69
21	\$22.05	\$23.00	\$23.95
22	\$22.29	\$23.25	\$24.21
23	\$22.53	\$23.50	\$24.47
24	\$22.77	\$23.75	\$24.73
25	\$23.01	\$24.00	\$24.99
26	\$23.25	\$24.25	\$25.25
27 28	\$23.49 \$23.73	\$24.50 \$24.75	\$25.51 \$25.77
28 29	\$23.73 \$23.97	\$25.00	\$25.77 \$26.03
30	\$24.21	\$25.25	\$26.29
31	\$24.45	\$25.50	\$26.55
32	\$24.69	\$25.75	\$26.81
33	\$24.93	\$26.00	\$27.07
34	\$25.17	\$26.25	\$27.33
35	\$25.41	\$26.50	\$27.59
36	\$25.65	\$26.75	\$27.85
37	\$25.89	\$27.00	\$28.11
38	\$26.13	\$27.25	\$28.37
39	\$26.37	\$27.50	\$28.63
40	\$26.61	\$27.75	\$28.89
41	\$26.85	\$28.00	\$29.15
42	\$27.09	\$28.25	\$29.41
43	\$27.33	\$28.50	\$29.67
			26

44	\$27.57	\$28.75	\$29.93
45	\$27.81	\$29.00	\$30.19
46	\$28.05	\$29.25	\$30.45
47	\$28.29	\$29.50	\$30.71
2022-2023			
Step	A	В	\mathbf{C}
1	\$17.90	\$18.70	\$19.50
2 3	\$18.13	\$18.94	\$19.75
	\$18.36	\$19.18	\$20.00
4	\$18.59	\$19.42	\$20.25
5	\$18.82	\$19.66	\$20.50
6	\$19.05	\$19.90	\$20.75
7	\$19.28	\$20.14	\$21.00
8	\$19.51	\$20.38	\$21.25
9	\$19.74	\$20.62	\$21.50
10	\$19.97	\$20.86	\$21.75
11	\$20.20	\$21.10	\$22.00
12	\$20.43	\$21.34	\$22.25
13	\$20.66	\$21.58	\$22.50
14	\$20.89	\$21.82	\$22.75
15	\$21.12	\$22.06	\$23.00
16	\$21.35	\$22.30	\$23.25
17	\$21.58	\$22.54	\$23.50
18	\$21.81	\$22.78	\$23.75
19	\$22.04	\$23.02	\$24.00
20	\$22.27	\$23.26	\$24.25
21	\$22.50	\$23.50	\$24.50
22	\$22.73	\$23.74	\$24.75
23	\$22.96	\$23.98 \$24.22	\$25.00 \$25.25
24 25	\$23.19 \$23.42	\$24.22 \$24.46	\$25.25 \$25.50
26	\$23.42 \$23.65	\$24.70	\$25.75
27	\$23.88	\$24.94	\$26.00
28	\$24.11	\$25.18	\$26.25
29	\$24.34	\$25.42	\$26.50
30	\$24.57	\$25.66	\$26.75
31	\$24.80	\$25.90	\$27.00
32	\$25.03	\$26.14	\$27.25
33	\$25.26	\$26.38	\$27.50
34	\$25.49	\$26.62	\$27.75
35	\$25.72	\$26.86	\$28.00
36	\$25.95	\$27.10	\$28.25
37	\$26.18	\$27.34	\$28.50
38	\$26.41	\$27.58	\$28.75
39	\$26.64	\$27.82	\$29.00
40	\$26.87	\$28.06	\$29.25
41	\$27.10	\$28.30	\$29.50

42	\$27.33	\$28.54	\$29.75
43	\$27.56	\$28.78	\$30.00
44	\$27.79	\$29.02	\$30.25
45	\$28.02	\$29.26	\$30.50
46	\$28.25	\$29.50	\$30.75
47	\$28.48	\$29.74	\$31.00
2023-24			
Step	${f A}$	В	\mathbf{C}
1	\$18.15	\$18.95	\$19.75
2	\$18.39	\$19.20	\$20.01
3	\$18.63	\$19.20 \$19.45	\$20.27
4	\$18.87	\$19.70	\$20.53
5	\$19.11	\$19.95	\$20.79
6	\$19.35	\$20.20	\$21.05
7	\$19.59	\$20.45	\$21.31
8	\$19.83	\$20.70	\$21.57
9	\$20.07	\$20.95	\$21.83
10	\$20.31	\$21.20	\$22.09
11	\$20.55	\$21.45	\$22.35
12	\$20.79	\$21.70	\$22.61
13	\$21.03	\$21.95	\$22.87
14	\$21.27	\$22.20	\$23.13
15			
	\$21.51	\$22.45	\$23.39
16	\$21.75	\$22.70	\$23.65
17	\$21.99	\$22.95	\$23.91
18	\$22.23	\$23.20	\$24.17
19	\$22.47	\$23.45	\$24.43
20	\$22.71	\$23.70	\$24.69
21	\$22.95	\$23.95	\$24.95
22	\$23.19	\$24.20	\$25.21
23	\$23.43	\$24.45	\$25.47
24	\$23.67	\$24.70	\$25.73
25	\$23.91	\$24.95	\$25.99
26 27	\$24.15 \$24.39	\$25.20 \$25.45	\$26.25 \$26.51
28	\$24.63	\$25.45 \$25.70	\$26.51 \$26.77
28 29	\$24.87	\$25.70 \$25.95	\$20.77 \$27.03
30	\$25.11	\$26.20	\$27.29
31	\$25.35	\$26.45	\$27.55
32	\$25.59	\$26.70	\$27.81
33	\$25.83	\$26.95	\$28.07
34	\$26.07	\$27.20	\$28.33
35	\$26.31	\$27.45	\$28.59
36	\$26.55	\$27.70	\$28.85
37	\$26.79	\$27.95	\$29.11
38	\$27.03 \$27.27	\$28.20 \$28.45	\$29.37 \$20.63
39	\$27.27	\$28.45	\$29.63

40	\$27.51	\$28.70	\$29.89
41	\$27.75	\$28.95	\$30.15
42	\$27.99	\$29.20	\$30.41
43	\$28.23	\$29.45	\$30.67
44	\$28.47	\$29.70	\$30.93
45	\$28.71	\$29.95	\$31.19
46	\$28.95	\$30.20	\$31.45
47	\$29.19	\$30.45	\$31.71
48	\$29.43	\$30.70	\$31.97
2024-25			
Step	\mathbf{A}	В	\mathbf{C}
1	\$18.60	\$19.45	
			\$20.30
2	\$18.84	\$19.70	\$20.56
3	\$19.08	\$19.95	\$20.82
4	\$19.32	\$20.20	\$21.08
5	\$19.56	\$20.45	\$21.34
6	\$19.80	\$20.70	\$21.60
7	\$20.04	\$20.95	\$21.86
8	\$20.28	\$21.20	\$22.12
9	\$20.52	\$21.45	\$22.38
10	\$20.76	\$21.70	\$22.64
11			
	\$21.00	\$21.95	\$22.90
12	\$21.24	\$22.20	\$23.16
13	\$21.48	\$22.45	\$23.42
14	\$21.72	\$22.70	\$23.68
15	\$21.96	\$22.95	\$23.94
16	\$22.20	\$23.20	\$24.20
17	\$22.44	\$23.45	\$24.46
18	\$22.68	\$23.70	\$24.72
19	\$22.92	\$23.95	\$24.98
20 21	\$23.16 \$23.40	\$24.20 \$24.45	\$25.24 \$25.50
22	\$23.64	\$24.43 \$24.70	\$25.76
23	\$23.88	\$24.95	\$26.02
24	\$24.12	\$25.20	\$26.28
25	\$24.36	\$25.45	\$26.54
26	\$24.60	\$25.70	\$26.80
27	\$24.84	\$25.95	\$27.06
28	\$25.08	\$26.20	\$27.32
29	\$25.32	\$26.45	\$27.58
30	\$25.56	\$26.70	\$27.84
31	\$25.80	\$26.95	\$28.10
32	\$26.04	\$27.20	\$28.36
33	\$26.28	\$27.45	\$28.62
34	\$26.52	\$27.70	\$28.88
35	\$26.76 \$27.00	\$27.95 \$28.20	\$29.14 \$20.40
36	\$27.00	\$28.20	\$29.40

37	\$27.24	\$28.45	\$29.66
31	\$27.24	\$28.43	\$29.00
38	\$27.48	\$28.70	\$29.92
39	\$27.72	\$28.95	\$30.18
40	\$27.96	\$29.20	\$30.44
41	\$28.20	\$29.45	\$30.70
42	\$28.44	\$29.70	\$30.96
43	\$28.68	\$29.95	\$31.22
44	\$28.92	\$30.20	\$31.48
45	\$29.16	\$30.45	\$31.74
46	\$29.40	\$30.70	\$32.00
47	\$29.64	\$30.95	\$32.26
48	\$29.88	\$31.20	\$32.52
49	\$30.12	\$31.45	\$32.78

CLASSIFICATION SCHEDULE

A	DAYS	POSITION
В	and	
C	HOURS	
A	190	Pre-K-8 Secretary
	4hrs or 8hrs	Main Office Receptionist
A	200	Small Learning Communities Secretary
	8hrs	Library Secretary Itinerant
В	220	Secretary to the Assistant Principal
	8hrs	Pre-K Grant Secretary
		Secretary to SEAP Program Principal
В	261	Registrar
	8hrs	Secretary to the Principal
		Library Secretary-Collections and Processing
		Curriculum/Textbook Secretary
		District Receptionist
		Mail Clerk
		Secretary to Coordinator of Health Services
		Secretary to Assistant Director of Special Education
		Special Education Student Records
C	261	Secretary to Director of Building and Grounds
	8hrs	HR Secretary
		Payroll Analyst
		Secretary to Assistant Superintendent
		Claims Analyst
		Accounts Payable Analyst
		Purchasing Analyst
		Transportation Analyst
		Secretary to P12 Director of Teaching and Learning
		Research Data Analyst
		Secretary to the Director of Student Services
		Secretary to the Director of Special Education
		Special Education Claims Analyst
		Special Education Data Analyst
		Special Education Fee for Service Analyst
		Itinerant Secretary



agreement.

X Approval□ Information□ Discussion

RECOMMENDED ACTION:

Board of Education Decatur Public School District #61

Date: October 26, 2021	Subject: Memorandum of Understanding (MOU) Transitional Math		
Initiated By: Marques Stewart, P12 Director of Teaching and Learning	Attachments: MOU		
Reviewed By: Jeff Dase, P12 Assistant Superintendent of Teaching and Learning and Bobbi Williams, Interim Superintendent			
BACKGROUND INFORMATION: The District will ensure that each transitional macurriculum documentation, assessment structure Documentation") approved by the Parties. Cours the Statewide Competencies and Policies and an Statewide portability panel for portability approved "Statewide Portability Panel"). Upon approval be deemed to be incorporated into this Agreement.	, and grading policies (collectively, "Course se documentation must meet the requirements of y additional requirements established by the		
CURRENT CONSIDERATIONS: In accordance with the terms of this Agreement, and Policies, the Parties agree to collaboratively delivered by the District.	±		
FINANCIAL CONSIDERATIONS: None			
STAFF RECOMMENDATION: The Administration respectfully requests the Bounderstanding (MOII) with Richland Communi			

BOARD ACTION:

TRANSITIONAL MATH PARTNERSHIP AGREEMENT BETWEEN

Richland Community College ("COLLEGE")

AND

Decatur Public Schools District #61 ("DISTRICT")

THIS TRANSITIONAL MATH PARTNERSHIP AGREEMENT ("Agreement") is entered as of the date of execution by both the College and the District for the establishment, implementation, and delivery of transitional math instruction to the District's students in accordance with the Postsecondary and Workforce Readiness Act ("PWR Act") (110 ILCS 148 et seq) and the Statewide Transitional Math Competencies and Policies jointly agreed upon by the Illinois State Board of Education ("ISBE"), the Illinois Community College Board ("ICCB"), and the Illinois Board of Higher Education ("IBHE"), (the "Statewide Competencies and Policies"). In this Agreement, both the College and the District are referred to as the "Parties," and each, a "Party."

The Parties agree as follows:

1. Transitional Math Courses

A. <u>Course Offerings</u>. In accordance with the terms of this Agreement, the PWR Act, and the Statewide Competencies and Policies, the Parties agree to collaboratively establish the following transitional math courses to be delivered by the District:

Transitional Math Pathway	High School(s) Where Offered	High School Course Title & ISBE SIS Code	Outcome College Math Course(s) for Placement by number and name and IAI code (if applicable)
STEM			
Quantitative	Decatur Public Schools	High School	MATH 110 Concepts of
Literacy and	District #61 High	Transitional Math 4 -	Mathematics
Statistics	Schools – MacArthur and Eisenhower	Quantitative Literacy and Statistics	(M1 904)
	Decatur, IL	(02201A001)	MATH 113 Intro to
			Applied Statistics
			(M1 902)
Technical			
Math			

B. Approved Curriculum Documentation, Assessment Structure, and Grading Policies. The District will ensure that each transitional math course is offered in accordance with the curriculum documentation, assessment structure, and grading policies (collectively, "Course Documentation") approved by the Parties. Course Documentation must meet the requirements of the Statewide Competencies and Policies and any additional requirements established by the Statewide portability panel for portability approval established pursuant to the PWR Act (the "Statewide Portability Panel"). Upon approval by both Parties, the Course Documentation will be deemed to be incorporated into this Agreement.

Grading Policies:

- Homework will account for no more than 20% of the final grade.
- Assessments such as tests and quizzes will account for at least 40% of the final grade.
- Projects will account for at least 40% of the final grade.
- It is expected that all assessments will be completed in class, by individual students (not groups). Students are not to use notes, study guides, textbooks or any other materials to complete assessments. No extra credit will be issued in the course.
- There will be at least one project required per quarter.

Additional Information:

- Overall final course grade calculation will be based on the total points earned across both semesters (total points earned/points possible).
- To successfully earn transitional math credit, a student must receive a year end final grade of C (or 70%).
- C. College Enrollment. The College will ensure that any student successfully completing a transitional math course in accordance with the grading policies in the Course Documentation is eligible to enroll in the applicable outcome college math course identified in the table above without any further placement test or other prerequisite requirement, provided the enrollment occurs within 18 months of the transitional math course completion as indicated on the high school transcript.

2. <u>Teacher Qualifications and Supports</u>

A. <u>Teacher Qualifications</u>. The District will ensure that all teachers of transitional math courses are certified to teach high school math. However, if the transitional math instruction is integrated with other academic content (such as in a senior year capstone course) or taught through a competency-based instructional model, the role of the high school math teacher or community college math instructor can vary from those in a traditional course and must be addressed in the Course Documentation.

B. <u>Professional Development and Other Supports</u>. The Parties will jointly ensure that teachers of transitional math courses have the appropriate skills or experience, or receive relevant and applicable professional development, prior to teaching a transitional math course. Further, the College will provide a qualified and experienced instructor as a resource person and liaison for each high school transitional math teacher. Liaisons serve in a support role, and do not evaluate high school teachers.

3. Student Eligibility for Courses

- A. <u>College Readiness Criteria</u>. The District will use the criteria set forth in the Statewide Competencies and Policies for determining the college readiness of high school juniors in mathematics.
- B. <u>Transitional Math Placement</u>. In accordance with the Statewide Competencies and Policies, the District will advise and promote transitional math course placement to each high school student who is not deemed ready for college mathematics based on his or her performance through their junior year but who is otherwise eligible to take a transitional math courses in his or her senior year. Any exceptions to the eligibility requirements must be agreed upon in advance by both the College and the District. See the Policies and Competencies document for specifics.

4. Other District Commitments

- A. <u>Summative Assessments</u>. The District will ensure all summative assessments are kept secure. The District will maintain all graded summative assessments for two years.
- B. <u>Transcripting and Reporting</u>. The District will indicate transitional math completion on the student's transcript in accordance with requirements adopted by the Statewide Portability Panel. The District will use appropriate transitional math course codes for the reporting of transitional math enrollments and grades to ISBE.
- C. <u>Advising Supports</u>. The District will provide advising supports to students during their junior year to ensure they are aware of the availability of dual credit or transitional math courses, as applicable to the student's readiness level, and are selecting an option appropriate to the student's pathway.

5. Other College Commitments

- A. Statewide Portability. The Parties agree to pursue and maintain statewide portability approval through the Statewide Portability Panel for all transitional math courses offered through this Agreement. The College will, on behalf of the partnership between the Parties, submit this Agreement and Course Documentation to the Statewide Portability Panel to establish and maintain statewide portability of the transitional math courses offered through this Agreement, and will collaborate with the District to resolve any issues raised through the portability approval process.
- B. <u>State Procedures for Recognizing Completion</u>. The College will abide by State policies and procedures for the recognition of successful completion of transitional math courses for student placement and portability of the completion determination.

6. Other Terms

- A. <u>Data Collection and Sharing</u>. The Parties will collaborate to collect and share data to further the purposes of this Agreement, provided such data sharing may require a separate agreement between the Parties. Data must be used to evaluate the effectiveness of any transitional math course. Outcomes in the subsequent college-level math courses will inform ongoing adjustments to the transitional math courses. The Parties will protect the confidentiality of information concerning students in accordance with all applicable Federal and State laws regarding such information, including but not limited to, the Family Education Rights and Privacy Act (20 U.S.C. § 1232g) and the Illinois Schools Student Records Act (105 ILCS 10/1 et seq.).
- B. <u>Primary Contacts and Notifications</u>. The Parties hereby designate the following individuals as having primary responsibility for the management and administration of this Agreement ("Primary Contacts"):

For the College: Andy Hynds

Dean of Math, Science and Business

ahynds@richland.edu 217-875-7211 x6384

For the District: Margues Stewart

P-12 Director of Teaching and Learning

mlstewart@dps61.org

217-362-3040

The Parties will ensure that the Primary Contacts are included on all correspondence regarding the administration of this Agreement.

- C. <u>Disputes</u>. The Parties agree to seek to collaboratively resolve any disputes regarding this Agreement through the Primary Contacts identified in Section 6.B, above. In the event any such dispute cannot be timely resolved, the Primary Contacts will refer the dispute to the College's President and the District's superintendent for resolution. If the dispute can still not be resolved, then pursuant to 110 ILCS 148/55(c), the Parties will refer the dispute to ISBE and ICCB. The resolution of the dispute by authorized representatives of ISBE and ICCB will be binding on the Parties.
- D. <u>Amendment</u>. This Agreement may be amended at any time by the written agreement of both Parties.
- E. <u>Term and Termination</u>. This Agreement will remain in effect unless terminated by either Party. Any termination will be effective upon the completion of the transitional courses then being offered and the notification of the termination to ISBE and ICCB of the termination, provided the Parties will adhere to all commitments set forth in this Agreement relating to students enrolled in such courses.

F. Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

The Parties hereby confirm their agreement to the terms set forth herein.

FOR THE COLLEGE	
President	
Printed Name	
Signature	 Date
Chief Academic Officer / Dean Overseeing Ma	ath Department
Printed Name	
Signature	Date
FOR THE DISTRICT	
Superintendent	
Printed Name	
Signature	Date
P12 Director of Teaching and Learning of Deca	atur Public Schools District #61
Printed Name	
Signature	 Date



Board of Education Decatur Public School District #61

Date: October 26, 2021	Subject: Title II Funding Contract with Education Lane, LLC
Initiated By: Jeff Dase, Assistant Superintendent of Teaching and Learning	Attachments: Education Lane, LLC Leadership Coaching Proposal
Reviewed By: Bobbi Williams, Interim Superintendent, and Mary Ann Scholz, Assistant Director of Finance, Grants, and Special Projects	

BACKGROUND INFORMATION:

Title II funds can be used to provide supplemental activities that strengthen the quality and effectiveness of teachers, principals, and other school leaders. The purpose of Title II is to provide low-income and minority students greater access to effective teachers, principals, and other school leaders. *Properly developing building instructional leaders is vital to enhance Teaching and Learning*.

CURRENT CONSIDERATIONS:

Education Lane, LLC will provide leadership coaching that will support and strengthen the quality and effectiveness of teachers, staff members and the leadership of new principal Geneka Gully which directly impacts the overall school and district improvement efforts.

FINANCIAL CONSIDERATIONS:

The individual contract with Dr. Cathleen Weber will be paid in full using Title II School Improvement Grant funds.

• The contract between Decatur Public Schools and Education Lane is \$12,800.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve Education Lane, LLC contract with Decatur Public Schools in the amount of \$12,800.00 as presented.

RE	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 Decatur Public Schools #61 (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 November 1, 2021 and terminating on June 30, 2022.
- 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 November 1, 2021 by and between Decatur Public Schools #61 and Education Lane, LLC.

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

District	Consulting Firm:	
Ву:	By: <u>Cathleen J Weber</u>	
Name:	Name: <u>Cathleen Weber</u>	
Title:	Title: Manager	
Date:	Date: November 1, 2021	

EXHIBIT A – Scope of Services

Scope of Services	Timelines	Deliverables	Costs
Principal Mentoring	4 hours per week; 32	Review principal goals, determine systems to be	128 hrs. X \$100.00 = \$12,800.00
	weeks	implemented for effective leadership	\$12,800.00
		Total	128 hrs. X \$100=
			\$12,800.00

This is a guide for services to be provided. Contract hours will be billed monthly for services rendered. The principal and consultant relationship will determine the frequency and duration of services. Performance checklists and materials will be provided throughout the mentoring program to ensure district leadership is aware of the content covered. Consultant will provide a benchmark summary as needed to district leadership. The consultant is not an evaluator; consultant serves as a thought partner/mentor.



Board of Education Decatur Public School District #61

Date: October 26, 2021	Subject: EOS (Equal Opportunity Schools) Program
Initiated By: Jeff Dase, Assistant Superintendent of Teaching and Learning	Attachments: EOS Partner Application
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

The mission of EOS is to ensure that students of color and low-income students have equitable access to America's most academically intense high school programs and succeed at the highest levels. EOS focus on challenging high school courses, with a focus on Advanced Placement ("AP"), International Baccalaureate ("IB") courses, and Advanced International Certificate of Education ("AICE) courses (sometimes referred to as "college-ready courses"), because the academic intensity of the high school curriculum is the biggest driver of college completion. EOS help school leaders identify and enroll historically underrepresented students of color and low-income students who can succeed in Advanced Placement, International Baccalaureate, or Advanced International Certificate of Education courses ("AP/IB/AICE") but are not yet enrolled in AP/IB/AICE for systemic reasons related to race or socioeconomics.

EOS (Equal Opportunity Schools) provides expert knowledge, industry research with data analysis, and the tools and technology for partner districts to address and close their equity and achievement gaps. Through implementation of the program, following the consultant's guidance, and the use of the tools provided, EOS partner districts, across the portfolio, have led to over 49,000 low-income students and students of color (71,000 total students) being added to AP/IB/ AICE courses.

Partner districts are assigned a Partnership Director, who guides them through a series of steps and activities, with benchmark dates set throughout the program phase. The objective is to close gaps and transform the sense of what's possible for historically under-served students, through removing systemic barriers, increasing students' measures of belonging, and transforming adult mindsets.

CURRENT CONSIDERATIONS:

This is the third year of a three-year implementation process for this program. The work for this program started in Fall of 2019. Funding each year: \$\$67,000 (2020), \$32,900 (2021) and \$30,500 (2022)

FINANCIAL CONSIDERATIONS:

The pricing structure from EOS is as follows:

\$42,750.00 for one year \$30,500.00 paid by 3rd party \$12,250.00 paid by Title II funding for professional development

COSTS & PAYMENTS

The District shall pay EOS as follows:

Action for Equity Partner Schools and Program	School Year	Cost per school	District cost
Extend Equity (including Equity Leader Lab)	\$22,500/school/year		
Eisenhower High School MacArthur High School	2021-2022	\$21,375	\$42,750
Total Due to Equal Opportunity Schools for	r School Year	2021-2022	\$42,750

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve this Application to Partner with EOS as presented. Upon board approval, we will submit the EOS Partner Application document to Equal Opportunity Schools as presented.

RE	COMMENDED ACTION:		
\mathbf{X}	Approval		
	Information		
	Discussion		
		BOARD ACTION:	

Between

Decatur Public Schools

And







1. PARTIES

This Collaboration Agreement (this "Agreement"), effective as of <u>July 1st</u>		, 2021	(the
"Effective Date"), is by and between Equal Opportunity Schools, a Washington non-p	rofit	corporation	, with
an address at 5601 $6^{\rm th}$ Ave S #258, Seattle, WA 98108 ("EOS"), and Decatur P	oblic,	Schools, wi	th an
address at 101 W. Cerro Gordo St, Decatur, IL 62523	(the '	"District").	EOS
and the District may be referred together collectively herein as the "Collaborators".			

2. COLLABORATION PURPOSE AND OBJECTIVES

The mission of EOS is to ensure that students of color and low-income students have equitable access to America's most academically intense high school programs and succeed at the highest levels. We focus on challenging high school courses, with a focus on Advanced Placement ("AP"), International Baccalaureate ("IB") courses, and Advanced International Certificate of Education ("AICE) courses (sometimes referred to as "college-ready courses"), because the academic intensity of the high school curriculum is the biggest driver of college completion. We help school leaders identify and enroll historically underrepresented students of color and low-income students who can succeed in Advanced Placement, International Baccalaureate, or Advanced International Certificate of Education courses ("AP/IB/AICE") but are not yet enrolled in AP/IB/AICE for systemic reasons related to race or socioeconomics.

The District has demonstrated its commitment to improving the quality of educational opportunity and achievement for students in its previous commitments to Equal Opportunity Schools.

Building on the District's progress and experience and EOS' expertise in establishing equity in AP/IB/AICE, EOS and the District jointly commit to the study on behalf of the District, as outlined below, for the improvement of instruction with these objectives (the "Collaboration Objectives"):

- a. Maintain closure of race and income participation gaps and/or increase participation rates in AP/IB/AICE by fall 2022, as measured by equally high AP/IB/AICE participation rates for students of all races and income levels.
- b. **Support students' successful AP/IB/AICE performance**, as measured by AP/IB/AICE grades, exam-taking rates and exam passing.
- c. Cultivate positive experiences of belonging and support in AP/IB/AICE for historically underrepresented students of color and low-income students through improved District systems and structures, contributing to sustained results in future years and further increases in college readiness and closure of opportunity and achievement gaps.

The purpose of this Agreement is to formalize and facilitate the collaboration between the parties and to pursue these objectives on behalf of the District as set forth in this Agreement, with key implementation to occur during the 2021-2022 school year(s) (the "Collaboration"). The Collaborators agree to the





Decatur Public Schools and Equal Opportunity Schools

Collaboration Overview, set forth in Exhibit A, which provides a generalized framework of the Collaboration, and which the parties may agree to update from time-to-time upon prior written agreement.

3. COSTS & PAYMENTS

a. The District shall pay EOS as follows:

Action for Equity Partner Schools and Program	School Year	Cost per school	District cost
Extend Equity (including Equity Leader Lab)	\$22,500/school/y	rear	
Eisenhower High School MacArthur High School	2021-2022	\$21,375	\$42,750
Total Due to Equal Opportunity School	ols for School Year	2021-2022	\$42,750

b. **ADDITIONAL VISITS (Optional):** If the District would like additional visits beyond what is provided by services purchased (see Exhibit A), they can purchase additional visits. Additional visits must be requested through a formal request that goes to the Senior Director of Partnerships. The pricing is as follows:

Type of visi	Time			Details			Cost				
School	site	One	day	is	One	day	can	\$3,500 per EOS staff, per day			
trainings/meetings		define	d as	9am	includ	le up to	three				
		- 4pm	local	time	schoo	l site vis	its				
District trainings,	district	One	day	is	Distric	ct		\$7,000 per EOS staff, per day			
meetings, or	district	define	d as	9am	traini	ng/mee	tings				
planning meetings		- 4pm	local	time	mean	s 2 or	more				
					schoo	ls	are				
					includ	led					

If the additional visit(s) elected are virtual, the cost is $\frac{1}{2}$ the stated cost per visit above. These costs apply to all 4 phases of partnership (Access Opportunity, Experience Success, Extend Equity, and Sustain Equity). The cost is all inclusive; it includes the planning cost and travel costs. The assigned Partnership Director or Partnership Manager will run the additional visits.

- c. EOS will invoice Districts starting the weeks of August 15 and January 15 of each school year of the Collaboration. Each invoice will be for 50% of the total due in the specified school year. The District shall promptly pay such invoiced costs in accordance with the instructions on the applicable invoice.
- d. **TRAVEL COSTS:** EOS will bill the District for the portion of travel costs attributable to the Collaboration. The frequency of EOS visits to the District is detailed in Exhibit A. EOS travels cost-





Decatur Public Schools and Equal Opportunity Schools

consciously (at or below federal standards), and the cost of one EOS trip is often spread across multiple districts within a region.

- e. **QUESTIONS REGARDING COSTS:** EOS' District Finance Contact, Catherine Weisweaver, (catherine@eoschools.org) will coordinate all accounting matters and expense reimbursements.
- f. Except as otherwise expressly set forth in this Agreement, each party will bear its own costs and expenses, including costs for staff time and technology maintenance, in connection with the activities to be performed under this Agreement.

4. EACH PARTY'S OBLIGATIONS.

Each of the Collaborators has identified the following conditions, which must be met by the other Collaborator in order for this Collaboration to be meaningful and productive.

- a. The District requires:
 - 1. On-going, candid communication and feedback loops that provide early opportunities to make adjustments where needed.
 - 2. High-quality EOS staff who effectively assist schools to achieve Collaboration Objectives.
 - 3. Integrating services into current District practices such that the Collaboration serves to optimize existing structures and processes.
 - 4. EOS help in building internal capacity and sustainability among the District office administrators, as well as school leaders and staff to continue such District personnel's improvement efforts beyond the timeframe of the Collaboration.

b. EOS requires:

- 1. Commitment from the District's Superintendent and other key District leaders (i.e. Assistant Superintendents and Directors) to provide full executive and implementation support to this Collaboration, including but not limited to: leadership, advocacy, support and accountability for the schools to meet the Objectives, and provision of necessary financial resources.
- 2. Full and willing participation from all participating school sites in analyzing data and engaging the school staff in finding and enrolling historically underrepresented students of color and low-income students and supporting students' successful AP/IB/AICE performance.
- 3. Participation as needed by the District's data liaison for joint inquiry and analysis.
- 4. The District's willing participation in joint research and evaluation efforts for the Collaboration for the duration of this Agreement, including, but not limited to, maintaining a subscription to or authorizing EOS access to the District's National Student Clearinghouse data, which provides each school's college completion information to the District.

5. WARRANTY DISCLAIMER: LIMITATION OF LIABILITY.

EOS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.





IN NO EVENT SHALL EOS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY AND ALL DAMAGES FOR INTERRUPTION, OR LOSS OF INFORMATION OR DATA, WHETHER ARISING IN CONTRACT OR IN TORT, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, DISCLOSED OR NOT DISCLOSED, ARISING FROM EOS' PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. IN NO EVENT WILL EOS BE LIABLE TO DISTRICT FOR ANY AMOUNT BEYOND THE AMOUNT DISTRICT HAS PAID EOS UNDER THIS AGREEMENT.

6. CONFIDENTIALITY OBLIGATIONS.

The Collaborators shall comply with all federal, state, local and other applicable law, rules and regulations, including, without limitation, FERPA (defined in Exhibit B) (collectively, "Applicable Laws"). EOS shall comply with the Confidentiality Obligations outlined in Exhibit B with regard to confidential student and parent information. Each Collaborator shall be responsible for compliance with all Applicable Laws and confidentiality obligations with respect to information in its possession and data provided by the other Collaborator. Details on handling of Confidential Information are set forth in Exhibit B.

7. DATA SHARING FOR ONGOING STUDY & INSTRUCTIONAL IMPROVEMENT

- a. For a period commencing on the Effective Date and lasting through the 2026-27 academic school year, the District will, on a regular basis (if requested), provide EOS with data files (current and historic) containing the information contained in Exhibit C for all students who are in any high school listed in the Costs & Payments section of this and any other active Agreement between the Collaborators (the "Data Sets"). The specific record and file formats of the Data Sets shall be as set forth in Exhibit C or as otherwise negotiated in good faith between the representatives of each party. The obligations set forth in this paragraph and in Exhibit C will survive the termination of this Agreement and remain binding upon the parties. Subject to applicable law, including FERPA, content of the Data Sets may also include other specified education records mutually agreed upon by the parties to be necessary and appropriate for the objectives of this Agreement and for the purpose of studies to be conducted under this Agreement.
- b. EOS shall use the Data Sets received from the District only to meet the purposes of the Collaboration as described in this Agreement.
- c. EOS may publish de-identified, aggregated data. In each instance, EOS shall take appropriate steps not to disclose any personally identifiable information. For example, EOS may produce reports for the District and other school districts participating in similar programs to review based on aggregated data that has been sufficiently de-identified through removing or suppressing identifiable information in order to minimize the risk of re-identification through combination with other information linked to a specific individual.





Decatur Public Schools and Equal Opportunity Schools

- d. EOS may also share certain information, including personally identifiable information, with third party service providers and partners in order to fulfill its obligations under this Agreement.
- e. With appropriate consent, EOS may share certain Confidential Information with a partner for educational purposes, such as a professor at a US university conducting research and subject to such professor being bound by confidentiality obligations to EOS no less strict than those set forth herein.
- f. From time to time, EOS and the District may mutually agree in writing to enter into a collaboration with a third party. Such collaboration may involve the sharing of the Data Sets, or a subset thereof, with such third party. EOS and the District may attach to this Agreement an Exhibit setting forth the name of the third party, a description of the collaboration, each party's respective role in the collaboration, and any other terms and conditions related to the third-party collaboration.

8. INSURANCE.

During the Term of this Agreement, EOS shall maintain insurance according to the District's contracting regulations, as shown in Exhibit D.

9. TERM; TERMINATION.

- a. **Term.** The Term of this Agreement shall be from the Effective Date and continue until June 30, 2022 or until the Agreement is terminated as set forth below (the "**Term**").
- b. **Termination.** This Agreement may be terminated at any time by either party upon sixty (60) days' prior written notice to the other party.
- c. Effects of Termination. Upon termination of this Agreement by a party, District shall have no further obligation to provide data described hereunder to EOS or any third party, and EOS shall have no further obligation to provide studies, reports, analysis and other materials to District or any third party under this Agreement. However, the parties agree that EOS shall have the right to retain any data shared with EOS pursuant to this Agreement and use such data solely in accordance with the terms of this Agreement.
- d. **Survival**. In addition to those provisions which, by their express terms, survive the expiration or termination of this Agreement, the following provisions shall survive any such expiration or termination: Sections 4, 5, 7, 8, 9(d) and 10 through 15, inclusive.

10. ENTIRE AGREEMENT.

This Agreement (and its Exhibits) constitute the entire agreement between the parties regarding the subject matter hereof and supersede all previous or contemporaneous agreements, negotiations and commitments (written or oral) between the parties related to the subject matter hereof.

11. NO PARTNERSHIP OR JOINT VENTURE.





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Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto or constitute any party the agent of the others. No party shall hold itself out contrary to the terms of this Section 11 and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

12. MODIFICATIONS: NO WAIVER.

No term of this Agreement may be amended or modified except upon written agreement of the parties. Failure by a party to insist upon strict compliance with any term of this Agreement in any one or more instances will not be deemed to be a waiver of its rights to insist upon such strict compliance with respect to any subsequent failure. No waiver shall be effective unless in writing and signed by the party waiving compliance.

13. SEVERABILITY; ENFORCEABILITY.

If any provision of this Agreement shall be deemed prohibited, unenforceable, or invalid, such provision shall be ineffective to the extent of such prohibition, unenforceability, or invalidity without invalidating or affecting the remaining provisions of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14. GOVERNING LAW; JURISDICTION.

This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflicts-of-laws principles. The parties expressly consent to the exclusive jurisdiction and venue of the State of Illinois; any claims, actions or other matters respecting this Agreement shall be brought only in the federal or state courts of the State of Illinois.

15. NOTICES.

All notices required under this Agreement shall be deemed to be properly served if set forth in writing and (1) physically delivered in person or by overnight courier delivery, (2) sent by first class registered or certified mail, postage prepaid and return receipt requested, or (3) transmitted by email followed with overnight courier delivery, to the addresses below, or to any other addresses which the parties designate in writing for such purpose. Notices sent in this manner shall be effective upon actual receipt, except for notices sent by registered mail, which shall be effective five (5) business days after the postmark.





Decatur Public Schools and Equal Opportunity Schools

If to EOS: Attention: Dolores Caamano

Address: 5601 Sixth Avenue South, Suite 258, Seattle, WA 98108

Email address: dolores@eoschools.org

If to District: Attention: Jeff Dase

Address: 101 W. Cerro Gordo St., Decatur, IL 62523

Email address: jdase@dps61.org

16. COUNTERPARTS.

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signature pages delivered by email as PDF files or other electronic signatures hereto shall be considered originals for purposes of this Agreement.

[Signature Page Follows]





SIGNATURES

The signatures below, by the authorized representative of each party to this Collaboration Agreement, signify the parties' agreement and commitment to the terms and conditions of the Collaboration Agreement.

Decatur Public Schools		For Equal Opport	runity Schools
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	
School District Accounts Payable Contact Full Name	Information Email		Phone
Street Address	City, State		Zip Code
Purchase Order required for invoicing? (circle one)		Yes	No
District Data Personnel Contact Information	<u>on</u>		
Full Name	Email		Phone





Exhibit A

COLLABORATION OVERVIEW

Listed below is the structure for accessing the expertise of EOS personnel, tools, and data to support the District's unique needs as it works to meet and/or sustain the Collaboration Objectives. This Collaboration Overview provides a generalized framework of the Collaboration but does not delineate every aspect of the Collaboration that the Collaborators are mutually responsible for implementing.

The Collaborators agree to the following schedule and responsibilities, and will meet to set specific dates and task ownership, following the Effective Date of this Agreement.

ACTION FOR EQUITY PHASE 3: EXTEND EQUITY

In this pathway, partners develop and enshrine the policies, practices and mindsets to sustain equitable opportunities and begin to drive the core work on their own. During the Extend Equity phase, partners continue to use the EOS Portal and suite of tools (including all tools listed in the table below) to find students. Partners also participate in a four-part Equity Leader Lab (ELLab), a regionally-based community of practice. The Equity Leader Labs create a shared, creative and dynamic space for the action-oriented partnership of researchers, practitioners and educators in the service of equitable learning environments.

Members of the ELLabs will attend four (4) full-day workshops that are designed to develop equity leadership and inquiry-based classroom practices. Within this collaborative learning community, participants and facilitators will integrate research-based belonging strategies with practitioner expertise to examine and develop belonging-rich learning environments in schools for students of color and low-income students. A list of lab dates for the 2021-2022 partnership year will be developed after the Agreement is signed.

All travel by EOS staff in conjunction with the Equity Leader Labs is included in the price listed in the Costs and Payments section 3a.

Tools & Supports: The following are the set of tools and analyses that the District and its schools can access through the Extend Equity partnership.

Student Survey, Staff
Survey & Staff
Recommendations

The fall student survey and staff survey and recommendations serve as two of our seminal data collection tools and are required for the creation of most EOS products, including outreach and recruitment lists, Student Insight cards, Equity Pathways reports and Support Reports. EOS will remotely manage online survey administration by providing a series of updates on rates of survey completion and helping schools trouble shoot technical problems.





AP/IB/AICE Student Experience Survey and Report	The Student Experience Survey and Report provides a year-end portrait of the quality of student experiences in AP/IB/AICE classes in a school. As AP/IB/AICE students complete their coursework, understanding their experience can help with sustainability planning for next school year's equity goal. The analysis provides strength areas and recommendations to improve the AP/IB/AICE experience. EOS will remotely manage the surveys, and provide analysis and recommendations based on the results.
Equity Pathways Report	EOS will provide schools with the Equity Pathways Report, a comprehensive analysis of the student and staff survey responses combined with recommendations for sustaining equity and access in AP/IB/AICE coursework. The Equity Pathways report allows schools to unpack broad trends across different race and income groups as respects issues of access and success in AP/IB/AICE courses.
Support & Belonging Report	The Support & Belonging Report will provide schools concrete recommendations for building belonging-rich policies and practices that lead to students' success in AP/IB/AICE. The report draws on analysis of school-, student- and staff-level data surfaced through the fall surveys. It offers a deeper set of perspectives on how historically underrepresented students of color and low-income students are experiencing belonging in their classrooms, both in relationship to peers and to teachers. Available AP/IB/AICE supports are evaluated on their availability and usage by students, and students' top suggested reports are shared back, in service of creating stronger transitions into AP/IB/AICE for first-time takers and for current AP/IB/AICE students to thrive in their course experience.
Student Insight Cards	EOS will provide schools with Student Insight Cards for all 10 th and 11 th grade students on the Outreach Lists. Student Insight Cards are student level profiles that visually provide key insights into student interest, motivation, academic and performance assets, barriers, and trusted adults.
Outreach Lists	The Outreach List contains 10 th and 11 th grade students identified through EOS' proprietary model and relies on both student and school level characteristics to determine if a student could benefit from and succeed in AP/IB/AICE coursework at your high school. These lists can be used for planning student outreach and recruitment. A 9 th grade targeted students list is available upon request.
Outreach and Enrollment Tracking	The Outreach and Enrollment Tracker allows schools to execute against and track outreach activities that lead to equitable enrollment. Outreach data entered into the portal is analyzed in partnership with course request enrollment data to highlight outreach trends that impact equity.





Course Registration Enrollment Updates	EOS will provide enrollment updates during course registration that facilitate further strategy and action around outreach to students.
Evaluation Tools	EOS will provide a variety of tools, including: (a) Data visuals of schools' AP/IB/AICE access reality compared to access for the previous school year, (b) Opportunity Charts showing enrollment for 11th/12th graders by race & segment, and (c) Enrollment Capacity Analyses showing course-level enrollment information.
Semester AP/IB/AICE Grade Analysis	EOS will analyze and present corresponding data visuals that compare semester grade performance to prior year semester grade performance in AP/IB/AICE courses.
AP/IB/AICE Exam Analysis	EOS will analyze and present corresponding data visuals that compare AP/IB/AICE exam passing performance to prior year passing performance (as measured by number of students passing exams and pass rates).

Supports: The following are the set of EOS supports that will accompany the above described tools:

EOS Portal Access	The EOS Portal allows leaders within the EOS partner schools and districts to access real-time information such as Student Insight Cards, school Outreach Lists, and updates on Outreach and Enrollment tracking.
Live and On- Demand Webinar Training	EOS hosts live and on-demand webinars to support successful implementation of the Collaboration. Topics will include portal refresher, advocacy and outreach best practices, outreach list walk-through/support, and outreach tracking.
Phone and Email Support	EOS staff will offer email/phone support, including discussion of EOS analyses and strategy support for any aspect of the partnership.

ACTION FOR EQUITY PHASE 4: SUSTAIN EQUITY

This pathway is designed for clients who are prepared to take nearly full ownership of the process for achieving equitable AP/IB/AICE participation outcomes, with training to use tools and remote support from EOS. Sustain Equity clients should be prepared to drive significant amounts of the work to build upon progress made in the previous year's partnership and to build systems for sustainability. Districts and schools who are ready to take ownership of leading and sustaining the outcomes achieved by the Collaborators will have more independent use of EOS tools & data with minimal remote consultation from EOS in this package.

While EOS provides the data, tools and remote thought partnership to continue deepening District's equity work, school and District leaders will need to commit the leadership capacity to achieve the Collaboration Objectives. Schools choosing this package will be assigned a Partnership Manager, and will not receive a fall Staff Survey, Equity Pathways report or Support Report.





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Tools & Supports: The following are the set of tools and analyses that the District and its schools can access through the Sustain Equity partnership.

Student Survey & Staff Recommendations	The fall student survey and staff recommendations are two EOS' seminal data collection tools and are required for the creation of most EOS products, including outreach and recruitment lists and Student Insight cards. EOS will remotely manage online survey administration by providing a series of updates on rates of survey completion and helping schools trouble shoot technical problems.
Student Insight Cards	EOS will provide schools with Student Insight Cards for all 10 th and 11 th grade students on the Outreach Lists. Student Insight Cards are student level profiles that visually provide key insights into student interest, motivation, academic and performance assets, barriers, and trusted adults.
Outreach Lists	The Outreach List contains 10 th and 11 th grade students identified through EOS' proprietary model and relies on both student and school level characteristics to determine if a student could benefit from and succeed in AP/IB/AICE coursework at your high school. These lists can be used for planning student outreach and recruitment. A 9 th grade targeted students list is available upon request.
Outreach and Enrollment Tracking	The Outreach and Enrollment Tracker allows schools to execute against and track outreach activities that lead to equitable enrollment. Outreach data entered into the portal is analyzed in partnership with course request enrollment data to highlight outreach trends that impact equity.
Course Registration Enrollment Updates	EOS will provide enrollment updates during course registration that facilitate further strategy and action around outreach to students.
Evaluation Tools	EOS will provide a variety of tools, including: (a) Data visuals of schools' AP/IB/AICE access reality compared to access for the previous school year, (b) Opportunity Charts showing enrollment for 11th/12th graders by race & segment, and (c) Enrollment Capacity Analyses showing course-level enrollment information.
Semester AP/IB /AICE Grade Analysis	EOS will analyze and present corresponding data visuals that compare semester grade performance to prior year semester grade performance in AP/IB/AICE courses.
AP/IB/AICE Exam Analysis	EOS will analyze and present corresponding data visuals that compare AP/IB/AICE exam passing performance to prior year passing performance (as measured by number of students passing exams and pass rates).

Supports: The following are the set of EOS supports that will accompany the above described tools:





EOS Portal Access	The EOS Portal allows leaders within the EOS partner schools and districts to access real-time information such as Student Insight Cards, school Outreach Lists, and updates on Outreach and Enrollment tracking.
Live and On- Demand Webinar Training	EOS hosts live and on-demand webinars to support successful implementation of the Collaboration. Topics will include portal refresher, advocacy and outreach best practices, outreach list walk-through/support, and outreach tracking.
Phone and Email Support	EOS staff will offer email/phone support, including discussion of EOS analyses and strategy support for any aspect of the partnership.





Exhibit B

CONFIDENTIALITY OBLIGATIONS

DEFINITION

For purposes of this Agreement, the term "Confidential Information" shall mean any and all personally identifiable student information from District education records provided by District to EOS, in any medium during the Term of this Agreement. Confidential Information shall include, without limitation, the personally identifiable information of students, parents, guardians and staff that the District shares with EOS under this Agreement.

ACKNOWLEDGMENT OF APPLICABLE LAW

The Collaborators acknowledge that provision by the District of Confidential Information is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99 ("FERPA"), and may also be subject to state law student confidentiality provisions. The Collaborators shall comply with all Applicable Law.

The Collaborators acknowledge that it is not the intent of the survey designers for any of the questions contained in the EOS Student and Staff Surveys to relate to any of the eight categories of protected information contained in the federal Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. 1232h and the survey has been reasonably designed to avoid the question types/categories governed by the PPRA.

EOS PERMITTED USAGE OF CONFIDENTIAL INFORMATION

Except in limited instances when EOS obtains the express written consent of the District or individual participant/parent, as may be required, EOS shall use Confidential Information solely for the purposes set forth in this Agreement.

RESTRICTIONS UPON EOS' DISCLOSURE OF CONFIDENTIAL INFORMATION

The only EOS personnel who will have access to Confidential Information will be those EOS employees, contractors and agents who (a) are performing services contemplated by this Agreement and (b) have agreed to be bound by EOS' non-disclosure agreement. Except as permitted by FERPA, EOS and its designated employees, contractors and other agents with access to Confidential Information shall not disclose any of the District's Confidential Information to any third party.





MAINTENANCE OF CONFIDENTIALITY

EOS shall exercise reasonable care in safeguarding the Confidential Information against loss, theft, or other inadvertent disclosure or access and shall take reasonable steps necessary to establish safeguards that are consistent with applicable federal, state, and local law and District regulations and policies relating to security for personally identifiable and other sensitive information, including but not limited to FERPA-protected information. Publication of any information compiled by EOS under this Agreement (other than to the District or its personnel in accordance with this Agreement) shall be in a manner that is designed not to permit identification, directly or indirectly, of individual students or parents.

All users of the Portal must agree to the EOS Acceptable Use Policy, as may be amended, which includes, requirements such as, an obligation not to share account or passwords with anyone, not to use the Portal for illegal activity, not to access data or any account owned by another and to notify EOS immediately if the user identifies a problem with the Portal. EOS also has the right to deny access to any user who may pose a security risk to the Portal or the data contained on the Portal.

The District shall send all Confidential Information via the Portal, unless otherwise agreed to by the parties or expressly permitted by EOS in writing. Unless otherwise agreed upon by the parties in advance, the District should not email or use any other medium to send Confidential Information. In certain instances, EOS may accept limited information via another approved mechanism.

DESTRUCTION OF CONFIDENTIAL INFORMATION

EOS agrees to destroy all personally identifiable student and parent information obtained from District education records after such information is no longer needed for any purpose for which studies were conducted under the terms of this Agreement.





Exhibit C

DATA TO BE SHARED FOR THE PURPOSE OF ONGOING STUDY AND INSTRUCTIONAL IMPROVEMENT

EOS will use student-level data on behalf of the school/district to study and evaluate its programs and services. The data will only be used to meet the purposes of the study for the school/district. Requested data may include the following and should be provided as appropriate in written reports, data files, or spreadsheets. Data should be provided by race and socioeconomic segments (as determined by eligibility for the National School Lunch Program or similar proxy). EOS will treat all data as Confidential Information, as defined by Exhibit B of this Agreement, and in accordance with the requirements of Applicable Law. Except as otherwise agreed upon between the parties or instructed by EOS, all data shall be provided through the EOS Portal. EOS will provide instructions on the file types that are required (usually CSV format for data and JPG for photos). In addition to the data elements listed below, in performing the services and implementing the programs, EOS, or a third-party on its behalf, will administer surveys for students and staff. In order to undertake the study and services on behalf of the District, EOS will need access to the following data elements:

Data Elements	Data Level	Example Data Elements Collected	Purpose of Data Use
Demographics (Race, Gender, FRL, ELL)	Student	Student ID, first name, last name, school name, grade, gender, counselor email, counselor last name, Hispanic indicator, race, income indicator, GPA, other fields may be included as optional	
Fall Course Enrollment	Student / Staff	School name, student ID, staff email, staff ID, staff first and last name, course ID, course name, course selection, course period, term	EOS will use this information to identify the school-wide
Course Grades	Student	Student ID, school name, course ID, course name, course selection, term, subterm, grade	participation trends in AP and IB classes, and to achieve Collaboration
AP Exam Scores / IB Exam Scores	Student	Student ID, test name, test subject, test score, test year	Objectives.
Course Request	Student	Student ID, school name, course ID, course name	





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Student Photos	Student		
Staff File	Staff	First name, last name, email address, staff ID, position and department	
Graduation Status	Student		
GPA	Student		
SAT / Test Scores	Student	Student ID, test name, test subject, test score, test year	
National Student Clearinghouse	Student		



Decatur Public Schools and Equal Opportunity Schools

Exhibit D - INSURANCE

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ACORD 25 (2009/09)

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Decatur Public Schools and Equal Opportunity Schools

Exhibit E - EOS W-9

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not

Form W-9 (Rev. 10-2018)

Depart Interna	partment of the Treasury emal Revenue Service Go to www.irs.gov/FormW9 for instructions and the latest information.								send to the IRS.						
		on your income tax re		uired on this line; do r	not leave this line blank.										
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page 3.	following seven boxes. certain instruct									rtain er	ptions (codes apply only to ntitles, not individuals; see ons on page 3):				
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	SEATTLE, WA														
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after they were published, go to www.irs.gov/FormW9. Purpose of Form					Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions)									,	
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer					Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)										
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Cat. No. 10231X



Board of Education Decatur Public School District #61

Date: October 26, 2021	Subject: Macon-Piatt Special Education (MPSED) Programs: Purchase of Two (2) 8-Passenger Vans
	1 rograms. 1 drenase of 1 wo (2) 6-1 assenger vans
Initiated By: Kathy Horath, Director of Macon-	Attachments: Bid
Piatt Special Education	
Reviewed By: Bobbi Williams, Interim	
Superintendent; Todd Covault, Chief Operational	
Officer	
BACKGROUND INFORMATION:	
	fleet of eight passenger vans, ranging in age from 1997
	cement for the oldest van, and an additional van to
serve an additional location.	· · · · · · · · · · · · · · · · · · ·
CURRENT CONSIDERATIONS:	
	SED programs to community settings to generalize
skills learned in the classroom.	ozz programs to volumently svenige to generalize
FINANCIAL CONSIDERATIONS:	
The vans are included in the FY22 MPSED budge	et.
STAFF RECOMMENDATION:	
The Administration respectfully requests the Boar	d of Education approve the purchase of two 8-
passenger vans.	
RECOMMENDED ACTION:	
X Approval	
☐ Information	
☐ Discussion	
	BOARD ACTION:

Two(2) 2022 White 1/2-Ton 8-Passenger Vans

Bid Request# 2022-1

Tuesday, October 5, 2021

Copies to: K. Horath, Vickie Vieth, Ryan Atwater, and Joanie Watson

Authorized person opening bid: Joanie Watson

VENDOR NAME: 1) Bob Ridings of

The following Vendors did not respond to bid request:

Springfield

Crown Nissan of Decatur

Landmark Ford of Springfield

ITEM MAKE: 2022 Ford Transit 150

Bob Brady Dodge of Decatur

ITEM MODEL: 8 Passenger Van

SUBTOTAL: 2 x \$36,945.00

TOTAL: \$73,890.00

DELIVERY DATE: 180 days/26 plus weeks

TERMS: Net 15 days

REQUEST FOR BID (THIS IS NOT AN ORDER)

Board of Education

Decatur School District #61

Purchasing Department

101 W Cerro Gordo

Decatur IL 62523

Bid Number: 2022-1

Bid Title:

Two(2) white 2022 1/2-ton 8-passenger vans

Date:

Thursday, September 23, 2021

SUBMISSION OF PROPOSALS AND CLOSING DATES: Sealed bids will be received by the Purchasing Department , 101 W Cerro Gordo, Decatur, Illinois, up to **10:00 a.m. on Tuesday, October 5, 2021**, and will be publicly opened at the stated time.

Bids must be received in a sealed envelope marked with the name of the vendor and bid title or plainly marked "Bid for..." on the outside face. All bids must be signed. Any unsigned bid will not be accepted. Note: Emailed bids will not be considered.

IN CASE OF NO-BID: If unable to bid on this proposal, please state "No Bid" and return it by the date indicated. The District will not remove supplier from the bidders list for future bid requests. If the District does not receive any response, future bid requests may not be sent.

TERMS AND CONDITIONS: Attached terms and conditions apply specifically to, and shall be considered as a part of, this request for bids.

<u>Total Price</u>

Article:

Cell Ph.

Email:

2022 Ford Transit 150 8 Passenger Van \$36,945.00 ea x 2

\$ 73,890.00

<u>Please note:</u> The attached bid specifications require line item pricing, the District requests all information and pricing be provided.

Federal Employment Identifications No. 37-6003-703

toddfleet@aol.com

PROPOSAL: If this bid is accepted within 45 days from the date of the opening, the undersigned offers and agrees to furnish any or all of the articles or services upon which prices are quoted, at the price and the delivery time stated, and subject to all of the conditions recorded on the attached terms and conditions sheet.

Cash Discount Terms:		-0-	Approx. Delivery Date: 180 Days			
Firm Name:		Bob Ridings Inc	<u>Ву:</u>	Muct Re Signed Todd Crews		
Address:		931 Springfield Rd	City:	Must Be Signed FOOD Crews Taylorville State:		
Zip Code:	62568	-				
Office Ph.	217-824-2207	<u> </u>				

1

Instructions to Bidders

Bid# 2022-1 Due by 10:00 a.m. on Tuesday, October 5, 2021

- * Bid F. O. B. Destination 400 E Cerro Gordo, Decatur, IL. 62523
- * Specifications are intended to be generic enough to allow all manufacturers to bid. Minor deviations are allowed if noted on your bid.
- * Please mark each item as meeting specifications or show bid exceptions.
- * Bid price to include Title, Illinois "Municipal" license plates, vehicle registration fees. Bidders to submit these documents to the State of Illinois.
- * Vans should be delivered with a full tank of gas.
- * Questions about this bid please contact Joanie Watson at Ph. 217.362.3028.

SPECIFICATIONS Submit a brochure for this vehicle with your bid.

ltem#	<u>Description</u>	Yes	Exception
<u># 1</u>	Two(2) White 2022 - 1/2 ton, 8-Passenger Vans with standard equipment including the following: Make: Model: Transit 150 8 Passenger Van K1C		
<u># 2</u>	Flexible fuel gasoline engine		
<u># 3</u>	Automatic transmission w/overdrive		
<u># 4</u>	Tires: all season radial, front, rear, and spare to meet GVWR		
<u># 5</u>	Vehicle stability enhancement system		
<u># 6</u>	Brakes: 4-wheel anti-lock		
<u># 7</u>	Driver and front passenger air bags (min.)		
<u># 8</u>	Doors: Right side 60/40 swing out w/vent glass or sliding door Rear - dual panel type with fixed or vent-type glass	Sliding side door	
<u># 9</u>	Radio: AM/FM Stereo (Min.)		
<u># 10</u>	Cruise control and tilt wheel		
<u># 11</u>	Intermittent wipers		
<u># 12</u>	Tinted windows all glass		
<u># 13</u>	Front and rear air conditioning with rear auxiliary heater		
<u># 14</u>	Interior colors: gray or beige vinyl		
# 15	Medium height roof		

<u>Instructions to Bidders</u>

tem#	<u>Description</u>					Yes /	Exception
<u># 16</u>	Power windows and locks				<u>/</u>		
<u># 17</u>	Remote keyless entry						
<u># 18</u>	Warranty - 3 years - 36,000 miles (Minimum)					.	
<u># 19</u>	All other charges including but not limited to Class "M" license plates, title fees, freight, destination charges, etc.						
<u># 20</u>	Four(4) Keys and Four(4) Remo	<u>otes</u>					
	Delivered cost for each:	\$	36 , 945	5.00	/each		
	State best delivery time:		26+		Weeks		
	State terms:	Net	1 5]	<u>Days</u>			
	State other options included See list att		price.				
	Dec 113t att	acrica					
			<u></u>			•	

Thank you for your inquiry about our Fleet Sales Program, please accept this letter to outline our bid. Meets or exceeds specs EXCEPT if noted, delivery is estimated in 120 days after your order

2022 Ford Transit 150 8 Passenger Van, MEDIUM Roof, REGULAR Length (K1C) 2 8550 GVWR, approx. 3000lb payload SLIDING Side Door 130" Wheelbase

Meets or exceeds your specs EXCEPT if noted INTERIOR Rear Passenger & Cargo Area 126" Long, 54" Min Width, 72" Inside Height INCLUDES All Standard Equipment, XL Pkg (301A) (998) 3.5 Litre Flex Fuel V6 w/(44U) 10spd Automatic

250 amp Alternator & 70 amp/hr battery 4 Wheel Anti-Lock Brakes w/AdvanceTRAC Stability Cntrl

(TC8) LT235/65R16 All Season Tires w/Full Size Spare Front & Rear Air Conditioning & Heat

AM/FM Stereo w/Bluetooth & Rearview Camera w/4" Screen

Power Windows/Locks/Remote Entry

3yr/36,000 mi Warranty, PLUS 5/60 Powertrain

(YZ) White Ext, (VK) Palazzo Gray Vinyl Seats, Full Vinyl Floor Covering (96M) 8 Passenger Seating

(86F) Extra Keys with Remotes, (4) Total

Delivery to your Location

Short Arm Power Mirrors, Manual Fold

Windows All Around, Standard Tint*

Tilt & Telescopic Steering Wheel

(60C) Cruise Control

New Municipal Title & Lic

Rearview Camera

25 Gallon Fuel Tank

Intermittent Wipers

(X73) 3.73 Regular Axle

OPTION AVAILABLE

Includes Standard Tint Glass, if Deep Tint Privacy Glass is Desired ADD \$485.00



Board of Education Decatur Public School District #61

•	Subject: Purchase of two, 8-passenger vans and the Purchase of eight, cargo vans
Initiated By: Danny Hainline, Interim Director of Buildings and Grounds and Henry Walker, Director of Operations	Attachments:
Reviewed By: Bobbi Williams, Interim Superintendent; Todd Covault, Chief Operational Officer	

BACKGROUND INFORMATION:

The Transportation Department has a fleet of eight usable passenger vans, ranging in age from 1994 to 2018. Passenger vans are used to transport pupils and staff to extra-curricular activities. The Buildings and Grounds Department has a fleet of 20 cargo vans, ranging in age from 1995 to 2019. Cargo vans hold necessary maintenance tools and are used to transport maintenance employees to the respective job site.

The District typically replaces three or four vans each year to maintain an updated fleet. Over the past three years, the District issued and awarded bids for the purchase of replacement vans, but the process was late and the production had already shut down causing a backlog of vehicles needing to be replaced.

CURRENT CONSIDERATIONS:

Eight cargo vans are presented for consideration to replace the four oldest cargo vans with four additional vans to serve additional staff associated with the pandemic and CARES Act funding. Two passenger vans are presented for consideration to replace the oldest passenger vans.

Outdated vans would be added to a surplus resolution at a later date to be sold at public auction.

FINANCIAL CONSIDERATIONS:

The cost for <u>each</u> cargo van is \$39,255. The cost for <u>each</u> passenger van is \$36,945. The vans would be paid from the FY22 buildings and grounds budget.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the purchase of eight cargo vans at a total of \$314,040 and two, eight (8)-passenger vans at a total of \$73,890 as presented.

RE	COMMENDED ACTION:		
\mathbf{X}	Approval		
	Information		
	Discussion	BOARD ACTION:	

<u>Eight(8) White 2022 One-Ton Extended Chassis Cargo Vans or</u> <u>Alt.1: Twelve(12) White 2022 One-Ton Extended Chassis Cargo Vans</u>

Bid Request# 2022-3

Tuesday, October 5, 2021

Copies to: Danny Hainline, Ryan Atwater, Angie Brown, Todd Covault, and Joanie Watson

Authorized person opening bid: Joanie Watson

<u>VENDOR NAME:</u>
1) Bob Ridings of <u>The following Vendors did not respond to bid request:</u>

Springfield Crown Nissan of Decatur

Landmark Ford of Springfield

ITEM MAKE AND MODEL: 2022 Ford Transit 350 Bob Brady Dodge of Decatur

med roof LWB cargo van Miles Chevrolet of Decatur

SUBTOTAL: 8 x \$39,255.00 = \$314,040.00

Alt.1: 12 x \$39,255.00 = \$471,060.00

DELIVERY DATE: 180 days/26 plus weeks

TERMS: Net 15 days

Two(2) 2022 White 1/2-Ton 8-Passenger Vans

Bid Request# 2022-2

Tuesday, October 5, 2021

Copies to: Henry Walker, Todd Covault, Ryan Atwater, Brad Dalton, Keisha Holliday, and Joanie Watson

Authorized person opening bid: Joanie Watson

VENDOR NAME: 1) Bob Ridings of

The following Vendors did not respond to bid request:

Springfield

Crown Nissan of Decatur

Landmark Ford of Springfield

ITEM MAKE: 2022 Ford Transit 150

Bob Brady Dodge of Decatur

ITEM MODEL:

8 Passenger Van

SUBTOTAL:

2 x \$36,945.00

TOTAL:

\$73,890.00

DELIVERY DATE:

180 days/26 plus weeks

TERMS:

Net 15 days

DECATUR DISTRICT 61 BOARD OF EDUCATION REGULAR MEETING MINUTES

3:45 PM DATE/TIME: October 12, 2021

LOCATION: Keil Administration Building

101 W. Cerro Gordo Street

Decatur, IL 62523

PRESENT: Dan Oakes, President Andrew Taylor, Vice President

> Alana Banks Kevin Collins-Brown

Jason Dion Regan Lewis

Al Scheider

STAFF: Interim Superintendent Bobbi Williams, Board Secretary Melissa Bradford, Attorney Brian

Braun and others

President Oakes called the meeting to order at 3:45 PM.

TODIO	Diachidatori	. T
TOPIC		
Executive	President Oakes called the meeting to order and moved into Closed Executive Session to conduct student discipline hearings, seconded by Ms. Banks.	Board moved to Closed
Session	bession to conduct statem discipline neurings, seconded by 17151 Balms.	Executive
	Hearing no questions, President Oakes called for a Roll Call Vote:	Session at
	Aye: Banks, Lewis, Oakes, Collins-Brown, Taylor, Scheider, Dion	3:45 PM.
	Nay: None	
	Roll Call Vote: 7 Aye, 0 Nay, 0 Absent	
Return to	President Oakes moved to return to Open Session to take action on a student	Returned to
Open Session	discipline hearing, seconded by Ms. Banks. All were in favor.	Open Session
		at 4:24 PM.
Student	Interim Superintendent Williams recommended that the Board of Education authorize	
Discipline	the issuance of a decision in the expulsion case for Student #2122-0005 consistent	Student 2122-
Hearing	with the findings from the Hearing Officer's Report, and that Student #2122-0005 be	-
2122-0005	expelled from the Decatur Public School District, all events, property and activities	for remainder
	of the District for the remainder of the 2021-2022 school year and all of the 2022-	of 21-22 and all
	2023 school year, with a stay for alternative education placement (to be determined).	of 22-23 school
		year.
	Vice President Taylor moved to approve the recommendation, seconded by Mrs.	
	Lewis. Hearing no questions, President Oakes called for a Roll Call Vote:	
	Aye: Collins-Brown, Taylor, Scheider, Banks, Lewis, Oakes, Dion	

Nay: None

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

President Oakes moved to return into Closed Executive Session to conduct student Return to **Closed Session** discipline hearings, seconded by Mr. Scheider.

Returned to **Closed Session** at 4:26 PM

Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Lewis, Banks, Oakes, Dion, Taylor, Scheider, Collins-Brown

Nay: None

TOPIC ____DISCUSSION_____ ACTION

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

Return to **Open Session**

President Oakes moved to return to Open Session to take action on student discipline Returned to hearings, seconded by Dr. Collins-Brown. All were in favor. Open Session at 4:54 PM.

Student Discipline Hearing 2122-0001

Interim Superintendent Williams recommended that the Board of Education authorize Motion carried. the issuance of a decision in the expulsion case for **Student #2122-0001** consistent with the findings from the Hearing Officer's Report, and that Student #2122-0001 be 0001 expelled expelled from the Decatur Public School District, all events, property and activities of the District for the remainder of the 2021-2022 school year through first semester of the 2022-2023 school year, with a stay for alternative education placement (to be determined).

Student 2122for remainder of 21-22 through 1st semester of 22-23 school year.

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

Aye: Oakes, Dion, Collins-Brown, Banks, Taylor, Scheider, Lewis

Nav: None

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

Student Discipline Hearing 2122-0002

Interim Superintendent Williams recommended that the Board of Education authorize Motion carried. the issuance of a decision in the expulsion case for **Student #2122-0002** consistent with the findings from the Hearing Officer's Report, and that Student #2122-0002 be 0002 expelled expelled from the Decatur Public School District, all events, property and activities of the District for the remainder of the 2021-2022 school year through first semester of the 2022-2023 school year, with a stay for alternative education placement (to be determined).

Student 2122for remainder of 21-22 through 1st semester of 22-23 school year.

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

Aye: Scheider, Collins-Brown, Banks, Dion, Lewis, Taylor, Oakes

Nay: None

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

Student **Discipline Hearing** 2122-0003

Interim Superintendent Williams recommended that the Board of Education authorize Motion carried. the issuance of a decision in the expulsion case for **Student #2122-0003** consistent with the findings from the Hearing Officer's Report, and that Student #2122-0003 be 0003 expelled expelled from the Decatur Public School District, all events, property and activities of the District for the remainder of the 2021-2022 school year through first semester of the 2022-2023 school year, with a stay for alternative education placement (to be determined).

Student 2122for remainder of 21-22 through 1st semester of 22-23 school year.

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

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

Aye: Taylor, Banks, Dion, Scheider, Lewis, Oakes

Nay: Collins-Brown

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

TOPIC DISCUSSION ACTION President Oakes moved to return into Closed Executive Session to discuss the Return to Returned to **Closed Session** appointment, employment, compensation, discipline, performance or dismissal of Closed Session specific employees of the public body, emergency security procedures and the use at 5:00 PM of personnel and equipment to respond to actual danger to the safety of employees, students, staff, the public or public property, the purchase or lease of real property for use of the public body, and discussion of collective negotiating matters between the Board and representatives of its employees, seconded by Dr. Collins-Brown. Return to President Oakes moved to return to Open Session, seconded by Mrs. Lewis. Returned to **Open Session** All were in favor. Open Session at 6:33 PM. President Oakes noted that the Board of Education had been in Closed Executive Information **Open Session** Continued Session to conduct student discipline hearings, to discuss the appointment, only. employment, compensation, discipline, performance or dismissal of specific employees of the public body, emergency security procedures and the use of personnel and equipment to respond to actual danger to the safety of employees, students, staff, the public or public property, the purchase or lease of real property for use of the public body and discussion of collective negotiating matters between the Board and representatives of its employees. No action was taken during Closed Executive Session. Pledge of President Oakes led the Pledge of Allegiance. **Allegiance** President Oakes stated to the listening audience, "Because of the COVID 19 crisis and the Governor's disaster declarations, this meeting was not fully open. A fully inperson meeting was not practical or prudent because of COVID 19." Please note: The Board of Education had returned to "in-person" Board meetings while following the CDC guidelines regarding mask requirements and social distancing. Interim Superintendent Williams recommended the Board approve the October 12, Approval of Agenda was 2021 Open Session Board Meeting Agenda as presented. Agenda, approved as October 12, presented. 2021 Ms. Banks moved to approve the recommendation, seconded by Mrs. Lewis. All were in favor. **Public** President Oakes noted that during Public Participation, the Board of Education Information **Participation** asked for the following: only. Identify oneself and be brief. Any public comments received will be read during this time. Comments should be limited to 3 minutes.

For our listening audience, please note that during any Board of Education meeting and public participation, Board Members do NOT respond and/or comment to public comments; ALL COMMENTS ARE REFERRED TO ADMINISTRATION. Furthermore, the Board refrains from referring to specific students or

Page | 4

TOPIC DISCUSSION ACTION____

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.

Sarah Bradley, Community Member, spoke to the Board regarding a book list from across the country of material that were taken from school districts. She researched the Decatur Public School's data base and shared some inserts from books and noted that some contents were inappropriate with explicit material.

Student **Ambassadors** Report

Daniel Flores, MHS Student Ambassador, noted that Stephen Decatur Middle School Information (SDMS) students and staff were concerned with the movement of their vice principal. only. They were also experiencing a lot of fights and violence at the school. They wanted to keep consistency. Students and staff were concerned with the violence at MacArthur High School (MHS); they asked for more security. MHS band students will be attending a competition.

Sciler Treacy, EHS Student Ambassador, noted that the student body at Eisenhower High School (EHS) felt as if a course of action needed to take place, however, they recognized that students' must take responsibility for their own actions; he would like to see more accountability, even though, he knows it is generally handled behind doors. He talked with EHS teachers and they do not feel safe and would like to see more restorative justice. The teachers and peers were grateful for being back in school and appreciated the value of education, but there were certain individuals that do not want to be in school; therefore, they need to be held responsible and others should not be held accountable for their actions. Education cannot be forced upon students.

Elizabeth Palagi, EHS Student Ambassador, noted that there was a lack of open communication District-wide. Students and teachers were not aware of the consequence as it related to a student violence issue. Conversations were happening, but information was not shared. Teachers felt as if they had to hunt down information on a student issue.

Sciler Treacy, EHS Student Ambassador, noted that false information spreads faster than true information. They asked for a direct line of communication regarding information because it cannot be consistently found; there were several avenues that could be used.

Board Discussion

Henry Walker, Director of Operations, presented an update regarding transportation. Information He noted that the committee had met and their plan was to continue with three (3) tiers and possibly move some elementary schools from 1st tier to 3rd tier. This would allow the District to absorb thirteen (13) buses back into the operations. The 4th tier would cause more problems with the community and athletics. The target date is after Christmas break. Please note: This would not resolve the transportation issue. Some stops might have longer walking distances, but there would be more buses for students. At this time, there were six (6) individuals in bus training.

only.

Page | 5

TOPIC DISCUSSION ACTION

Board Discussion Continued

President Oakes asked about the SHIELDS Program that was related to COVID 19. Information Kathy Horath and Angie Wetzel, Chairpersons of the COVID-19 Committee, replied only. that the program was scheduled to start November 15th with parental consent. The form will be uploaded to Skyward so that parents could sign electronically and also available during the parent/teacher conferences. Also, the Macon County Health Department (MCHD) had authorized the "test to stay." This programs avoids sending close contacts home for a quarantine period, but they must test negative on day one (1), day three (3), day five (5) and day seven (7) in order to remain in a school setting. This would allow for students to not miss live instruction for ten (10) days.

Interim Superintendent Williams noted that the SHIELD agreement will be recommended for approval during the October 26, 2021 Board of Education meeting, but she asked for their consensus to move forward with the program at MacArthur High School because their numbers had recently increased and her signature was needed. Attorney Braun replied that he had previously reviewed the SHIELD agreement and the Board Members could approve to move forward on an interim basis with no legal issue.

The consensus from the Board of Education was for administration to move forward with the SHIELD program at MacArthur High School.

Mr. Scheider noted that he created a proposal to work with administrative staff with goal setting. Were there any questions? President Oakes replied that it should be done once a new superintendent was hired. Mr. Scheider noted that if a superintendent was not hired until next June, that would be too long. Mr. Scheider was asking for the Board Members to meet an entire day.

- At this time, President Oakes was not in favor due to what was going on in the District.
- At this time, Vice President Taylor was not in favor to move forward without a new superintendent.
- At this time, Ms. Banks was in favor, but also noted that she understood why they should wait.
- At this time, Dr. Collins-Brown was in favor.
- At this time, Mr. Dion was in favor.
- At this time, Mrs. Lewis would like to wait for the new superintendent, but there could be other opportunities to trade feedback with administration.

President Oakes noted that the Board of Education has upcoming Superintendent interview meetings that would take a weekend etc.

Mr. Scheider noted that there were different opinions regarding the Strategic Plan.

Dr. Collins-Brown and Mr. Dion asked about safety conversations and the concerns from the Student Ambassadors. Interim Superintendent Williams replied that students were a valuable voice at the table.

TOPIC DISCUSSION ACTION

Attorney Braun noted that he listened to the students' concerns and the District ability to respond was very limited due to the Student Records Act (students) and the Personnel Records Act (employees). Therefore, it would never be fully transparent.

Superintendent Williams noted that administration was working on the IDs, but there were several steps to the implementation. Henry Walker, Director of Operations, noted that there was a plan in place.

President Oakes noted that the Board Members would move forward with the special Open Work Session regarding the Strategic Plan.

Sciler Treacy, EHS Student Ambassador, noted that the students were asking for a "home base option" for general information, not necessarily regarding discipline issues. There were a lot of communication outlets and it could be hard to find information. Interim Superintendent Williams replied that Denise Swarthout, Chief Communications Officer, would discuss this request with the students.

Sciler Treacy, EHS Student Ambassador, thanked the District for taking extra precautions (last Thursday and Friday) for the safety of students and staff at EHS.

Reports from Admins

Dr. Todd Covault, Chief Operational Office, presented a First Reading on School Board Policy 3:50 Administrative Personnel Other Than the Superintendent. This policy will be recommended for approval during the October 26, 2021 Board of Education meeting.

Information only.

Personnel Action Item

President Oakes noted that due to a technical difficulty, the position Library Media Coordinator, was pulled from the October 12, 2021 Board of Education Meeting Agenda.

Information only.

Personnel Action Items

Interim Superintendent Williams recommended the Board approve the Personnel Action Items listed in the Memo from Jason Hood, Director of Human Resources, as presented.

Motion carried. Personnel Action Items were approved as presented.

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

Aye: Dion, Oakes, Banks, Collins-Brown, Taylor, Scheider, Lewis

Nay: None

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

Employment of a Director of Buildings and Grounds

Employment of Interim Superintendent Williams recommended the Board approve the Employment of Kent Metzger as the Director of Buildings and Grounds as presented.

Motion carried. Kent Metzger,

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

Nay: None

Motion carried Kent Metzger, Director of B&Gs, was approved as presented.

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_TOPIC_____DISCUSSION____ ACTION Roll Call Vote: 7 Aye, 0 Nay, 0 Absent Update to Interim Superintendent Williams recommended the Board approve the Update to Motion carried. Ancillary Wages Ancillary Wages as presented. Update to Ancillary Ms. Banks moved to approve the recommendation, seconded by Dr. Collins-Brown. Wages was Hearing no questions, President Oakes called for a Roll Call Vote: approved as Aye: Banks, Lewis, Dion, Scheider, Taylor, Collins-Brown, Oakes presented. Nav: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent Bid for Interim Superintendent Williams recommended the Board approve the Bid for Johns Motion carried. Johns Hill Hill Landscaping as presented. Bid for Johns Hill Landscaping Ms. Banks moved to approve the recommendation, seconded by Vice President Landscaping was approved Taylor. Hearing no questions, President Oakes called for a Roll Call Vote: as presented. Aye: Collins-Brown, Lewis, Taylor, Scheider, Banks, Oakes, Dion Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent **Consent Items** Mr. Scheider asked about the MacBooks and iPads. Maurice Payne, Director of Motion carried. Information Technology, replied that they were from 2013 and 2014 and not usable. Consent Items were approved Interim Superintendent Williams recommended the Board approve the Consent Items as presented. as presented: A. Minutes: Open/Closed Session Meetings September 28, 2021 B. Freedom of Information Report C. Bills D. Resolution Authorizing the Sale of District Property (MacBooks and iPads) E. Student Online Personal Protection Act (SOPPA) Agreements a. SOPPA Addendum to Apple School Manager (ASM) b. Apple School Manager Mr. Scheider moved to approve the recommendation, seconded by Ms. Banks. Hearing no questions, President Oakes called for a Roll Call Vote: Ave: Oakes, Banks, Scheider, Lewis, Taylor, Dion, Collins-Brown Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent Information October 15 Due date for Immunizations and Physicals for the 2021-2022 only. **Important** School Year

Dates

TOPI	CDISCUSSION_	ACT	ION
	To be eligible to continue in-person learn physical and immunizations completed a October 15, 2021 for the 2021-2022 school	and submitted to the school no later that	an
	NEXT MEETING The public portion of the next <u>regular</u> meet 6:30 PM, Tuesday, October 26, 2021 at the	•	
Adjournment	Ms. Banks motioned to adjourn Open Sess. All were in favor.	ion, seconded by Vice President Taylor.	Board adjourned at 7:49 PM.
	Dan Oakes, President	Melissa Bradford, Board Secretary	



Board of Education Decatur Public School District #61

Date: October 26, 2021	Subject: Release October Checks Early
Initiated By: Todd Covault, EdD, Chief Operational Officer	Attachments: N/A
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

Each month, the Board approves the agenda of bills at the first meeting of the month, typically the <u>second</u> 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 2nd, 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 10th, 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 16th meeting, on the <u>third</u> 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 checks on or before November 10th prior to Board retroactive approval on November 16th as presented.

RECC	RECOMMENDED ACTION:				
_X	Approval				
	Information				
	Discussion				
		BOARD ACTION:			



Information Discussion

Board of Education Decatur Public School District 61

Date: October 26, 2021	Subject: Monthly Financial Conditions Report
Initiated By: Todd Covault, Chief Operational Officer	Attachments: Financial Conditions Report
Reviewed By: Bobbi Williams, Interim Superintendent	
BACKGROUND INFORMATION: The attached report illustrates the District's year-explanation of the financial conditions of the Dec Special Education District.	to-date revenues and expenditures and provides an eatur Public School District and Macon-Piatt
	onth of FY22, the Macon-Piatt Special Education et; Decatur 61 has expended 18.65% of its overall
As of October 19, 2021 the State Comptroller is h \$3,545,873.65 of which \$2,548,412 is associated associated with Transportation.	
The District's September 2021 month-end, Education Fund balance was \$2020 month-end Education Fund balance was \$2000 month-end Education Fund Fund balance was \$2000 month-end Fund Fund Fund Fund Fu	ation Fund balance is \$30,685,933; the September 6,258,934.
FINANCIAL CONSIDERATIONS: n/a	
STAFF RECOMMENDATION: The Administration respectfully requests that the Conditions report as presented.	Board of Education approve the Monthly Financial
RECOMMENDED ACTION: _X_ Approval	

BOARD ACTION:

2021-2022 Decatur Public S.D. #61 Fund Balance Summary - September 30, 2021

<u>Fund</u>	Pre Audit Fund Balance 07/01/21	Revenues Year to Date	Expenditures Year to Date	Net Cash Flow	Change in Fund Balance	Balance 09/30/21	Estimated Balance 06/30/22
DISTRICT # 61							
Education	\$9,407,063	\$40,881,688	19,602,818	\$21,278,870	\$0	\$30,685,933	\$ 12,781,894
Operation & Maintenance	\$1,212,830	\$2,858,516	1,727,861	\$1,130,655	\$0	\$2,343,485	\$ 1,077,330
Debt Service	\$7,407,911	\$6,186,575	-	\$6,186,575	\$0	\$13,594,486	\$ 8,172,052
Transportation	\$3,928,749	\$1,901,261	429,712	\$1,471,549	\$0	\$5,400,298	\$ 2,036,909
IMRF	\$1,047,320	\$1,717,589	534,177	\$1,183,412	\$0	\$2,230,732	\$ 1,501,560
Social Security/Medicare	\$1,359,204	\$1,629,278	396,779	\$1,232,499	\$0	\$2,591,703	\$ 1,250,185
Capital Projects Fund	\$16,911,799	\$175,378	7,481,553	(\$7,306,175)	\$0	\$9,605,624	\$ 6,218,945
Working Cash	\$5,561,871	\$284,754	-	\$284,754	\$0	\$5,846,625	\$ 5,900,571
Tort Immunity/Judgment	\$3,720,380	\$2,680,990	563,705	\$2,117,285	(\$78,671)	\$5,758,994	\$ 4,210,443
Fire Prevention/Safety	\$13,819,980	\$284,559	5,802,627	(\$5,518,068)	\$0	\$8,301,912	\$ 1,241,905
Totals District 61	\$64,377,107	\$58,600,588	\$36,539,232	\$22,061,356	(\$78,671)	\$86,359,792	\$ 44,391,794
Macon-Piatt Special Ed District	\$5,181,615	\$1,309,518	\$2,500,623	(\$1,191,105)	\$0	\$3,990,510	\$ 5,181,615

Macon-Piatt Special Education District Report Date: September 2021 Financial Condition as of September 30, 2021

Percent of year passed: 25%

			Actual Year to	Percent
	Revenues	Budget	Date	Received/Used
12	Education Operation &	18,237,268	1,309,518	7.18%
22	Maintenance	-	-	0.00%
42	Transportation	-	-	0.00%
52	IMRF			0.00%
	Total Revenues	18,237,268	1,309,518	7.18%
	Expenditures			
12	Education Operation &	16,585,642	2,322,512	14.00%
22	Maintenance	356,320	3,774	1.06%
42	Transportation	21,750	1,469	6.75%
52	IMRF	1,273,556	172,868	13.57%
	Total Expenditures	18,237,268	2,500,623	13.71%
	Net Cash			
	Net Cash			
	Total Revenues	18,237,268	1,309,518	7.18%
	Total Expenditures	18,237,268	2,500,623	13.71%
	Net Cash		(1,191,105)	
	Fund Balances		Actual	
12	Education		3,990,510	

Decatur Public School District #61 Report Date: September 2021 Financial Condition as of September 30, 2021

Percent of year passed: 25%

	Revenues	Tentative Budget	Actual Y-T-D	Percent Received/Used	FY 21 Percent Received/Used As Of 9/30/20
10	Education	144,998,774	40,881,688	28.19%	26.17%
20	Operation & Maintenance	6,768,000	2,858,516	42.24%	30.30%
30	Debt Service	8,129,229	6,186,575	76.10%	4.26%
40	Transportation	4,258,200	1,901,261	44.65%	33.54%
50	IMRF	2,889,915	1,717,589	59.43%	50.32%
51	Social Security	1,983,400	1,629,278	82.15%	58.10%
60	Capital Projects	3,132,714	175,378	5.60%	0.11%
70	Working Cash	338,700	284,754	84.07%	1.05%
80	Tort Immunity/Judgment	3,112,500	2,680,990	86.14%	58.58%
90	Fire Prevention/Safety	356,300	284,559	79.87%	42.00%
	Total Revenues	175,967,732	58,600,588	33.30%	16.08%
	Expenditures				
10	Education	141,623,943	19,602,818	13.84%	17.01%
20	Operation & Maintenance	6,903,500	1,727,861	25.03%	20.52%
30	Debt Service	7,365,088	-	0.00%	0.00%
40	Transportation	6,150,040	429,712	6.99%	20.79%
50	IMRF	2,435,675	534,177	21.93%	20.32%
51	Social Security	2,092,419	396,779	18.96%	15.35%
60	Capital Projects	13,825,568	7,481,553	54.11%	48.13%
70	Working Cash	-	-	0.00%	0.00%
80	Tort Immunity/Judgment	2,622,437	563,705	21.50%	21.78%
90	Fire Prevention/Safety	12,934,375	5,802,627	44.86%	2.51%
	Total Expenditures	195,953,045	36,539,232	18.65%	12.01%
	Net Cash				
	Total Revenues	175,967,732	58,600,588	33.30%	
	Total Expenditures	195,953,045	36,539,232	18.65%	
	Net Cash	(19,985,313)	22,061,356		
10	Fund Balances		Actual		
10	Education		30,685,933		
20	Operation & Maintenance		2,343,485		
30	Debt Service		13,594,486		

40	Transportation	5,400,298
50	IMRF	2,230,732
51	Social Security/Medicare	2,591,703
60	Capital Projects	9,605,624
70	Working Cash	5,846,625
80	Tort Immunity/Judgment	5,758,994
90	Fire Prevention/Safety	8,301,912
	Total Funds	86,359,792



Board of Education Decatur Public School District #61

Date: October 26, 2021	Subject: Job Description
Initiated By: Lawrence Trimble, D Student Services	irector of Attachments: Job Description: Coordinator of Health Services
Reviewed By: Bobbi Williams, Inte Superintendent	erim
nurses, LPNs, 504 LPNs, and vision 220 day position with a portion of tintegral part of summer planning, proceedings of the considerations.	position manages the school health department which includes and hearing technicians. The position has historically been a he summers off. The Coordinator of Health Services is an reparing for the upcoming school year. : ator of Health Services reflects a 12 month position. This will be
Position Title	Changes/Updates
Coordinator of Health Services	Updates to the Job Description from 11 month to 12 months
FINANCIAL CONSIDERATION This position will be within Health STAFF RECOMMENDATION: The Administration respectfully requirements. RECOMMENDED ACTION: Approval Information Discussion	
	BOARD ACTION:

TITLE: Coordinator of Health Services

PURPOSE: To provide leadership in the offering of comprehensive school health services which

enhance the educational process through the removal of health barriers to learning and by promotion of an optimal level of wellness and environment safety for

students and employees.

QUALIFICATIONS:

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

REPORTS TO: Director of Student Services

SUPERVISES: Directs, and evaluates the work of:

- 1. School nurses
- 2. 504 LPN Teaching Assistants
- 3. Secretary to Coordinator of Health Services
- 4. Vision and Hearing Technicians

IS A MEMBER OF:

- 1. District Leadership Team
- 2. Various health related community committees, as required.

MAINTAINS LIAISON WITH:

- 1. All members of District Leadership Team
- 2. Building administrators
- 3. Community health care agencies and institutions
- 4. Central Illinois medical and dental professionals

DUTIES & RESPONSIBILITIES:

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

- 1. Administration of Board Policies, Administrative Regulations, and Board- Employee Agreements applicable to the area of school health services.
- 2. Preparation and administration of the School Health Services budget.

- 3. Collaborate with the Director of Student Services and Director of Human Resources to recruit and retain school health personnel.
- 4. Administration and coordination of a comprehensive school health program including:
 - a. Student physical and dental examinations in accordance with state law
 - b. Hearing and vision screening of pupils
 - c. Emergency care of student injury and sickness
 - d. Communicable disease control
 - e. First aid procedures
 - f. Immunization in accordance with state law
 - g. Referral of identified student health concerns
 - h. Health record-keeping in accordance with state law
 - i. Safe and healthful school environment
 - j. Health promotion and support to employees
 - k. Provide for the facilities, supplies, and equipment necessary to meet the daily health needs of students
- 5. Collect and analyze health related data (immunization records, medical records, incidence of specific disease) and make recommendations to administration based upon data.
- 6. Interpret and assure compliance with all local, state, and federal school health laws, rules and regulations.
- 7. Submit student health reports and statistics as required to the Illinois State Board of Education, Illinois Department of Human Services, and Board of Education.
- 8. Serve as the Exposure Control Officer.
 - a. Respond when there is an exposure incident (refer for medical care for bite, needle stick, etc. and follow up).
 - b. Obtain consents for blood work from source of exposure.
 - c. Review and update and disseminate the districts "Exposure Control Plan" yearly which is Department of Labor/OSHA mandate.
- 9. Conduct in-service training programs for school nurses and other employees.
- 10. Provide leadership in interpreting the health program, state law and local regulations regarding health to staff members, parents, and the community.
- 11. Monitor the maintenance of cumulative health records for all pupils in accordance with the Illinois School Records, the Illinois Administrative Code and the Family Educational Rights and Privacy Act.
- 12. Perform other job-related duties as assigned.

TERMS OF EMPLOYMENT: Salary is based upon administrative salary schedule established by the Board.

262 Days per year.

GRADE LEVEL: 14

EVALUATION: Performance of this job will be evaluated in accordance with provisions of the

Board's policy on Evaluation of Professional Personnel.

PHYSICAL DEMANDS

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

MENTAL DEMANDS

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

WORK ENVIRONMENT

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

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



Board of Education Decatur Public School District #61

Date: October 26, 2021	Subject: Job Title Change
Initiated By: Jeff Dase, Assistant Superintendent of Teaching and Learning	Attachments: Job Description: P-12 Assistant Director of Instructional Improvement
Reviewed By: Bobbi Williams, Interim Superintendent of Schools	

BACKGROUND INFORMATION:

Decatur Public Schools has over 9,000 students, grades Pre-K through 12. Decatur Public Schools needs a P-12 Assistant Director of Instructional Improvement will provide assistance with leadership at the district and building level to ensure the aligned implementation of a PreK-12 Curriculum & Instruction System, on-going school improvement plans, core content departments, and the coaching and development for school leaders which includes managing district's teaching and learning resources and district accountability systems.

CURRENT CONSIDERATIONS:

The P-12 Assistant Director of Instructional Improvement will partner with the P-12 Director of Teaching and Learning and Assistant Superintendent of Teaching and Learning to support the design and implementation of a PreK-12 curriculum system district wide. The successful candidate will supervise and evaluate support staff, and other staff by modeling the growth mindset, effective collaboration, data utilization and problem solving for overall student achievement improvement at the early childhood, elementary, middle school and secondary levels.

Position Title	Changes/Updates
	Formerly titled P-12 Assistant Director of Teaching &
P-12 Assistant Director of Instructional	Learning
Improvement	Created job description to meet the needs of the district
	based on current considerations above.

FINANCIAL CONSIDERATIONS: The position is not currently accounted for in the FY22 budget.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve this Job Description as presented.

RECOMMENDED ACTIO		١	l	l							I	I		١	١	۱	١	١	•				•	•		١	•		١	•	•	•	•	•	•	•	•	•	•	•	•	•	Ĺ	Ĺ	ľ	ľ			1)	ļ				l	Į		l			٠		l			•		•			L	l	(Ĺ	١	١	١	١	_	Ė	_))		L			•	١		ł		١.		J		L	ı			Į	١	١	١	•	ľ		1.		1	1	ŀ	ı			Ĺ	ı			1	,	١	١	١	ľ			L	l	ı				/		١	١	١	١	١	١	ľ	ľ
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X	I	Appr	oval
	•	C	. •

- □ Information
- □ Discussion

BOARD ACTION:	

TITLE: P-12 Assistant Director of Instructional Improvement

PURPOSE: Provide leadership at district and building level to ensure the aligned

implementation of a PreK-12 Curriculum & Instruction System, on-going school improvement plans, core content departments, and the coaching and development for school leaders which includes managing district's teaching and learning resources and district accountability systems.

QUALIFICATIONS:

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

- State of Illinois PERA certification preferred.
- Demonstrated skills in problem solving, ability to exercise good judgment, discretion, maintain confidentiality, and work with independence, initiative and professionalism.
- An understanding of relevant legislation, policies and procedures especially as they pertain to Title I, ESSA, and student assessment systems.
- Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

REPORTS TO: Assistant Superintendent of Teaching and Learning

P-12 Director of Teaching and Learning

SUPERVISES: Professional Development Institute Personnel

Building Principals

MAINTAINS LIAISON WITH: Central Administration

School Staff

DUTIES & RESPONSIBILITIES:

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

Instructional and Program Management

- Assist with the design, delivery, and facilitation of teacher and principal professional development professional learning communities.
- Provide the strategic vision for the Department of Teaching & Learning in alignment with the Assistant Superintendent, Director, and other central office departments.
- Assist with the design and implementation of a PreK-12 curriculum system district wide.
- Implement the continuous improvement to affect significant, trackable improvement in teacher performance and student achievement.
- Assist with the identifying and coordinating the deployment of differentiated academic supports based on essential data, including formal/informal needs assessments.
- Assist and support, coaches, and other staff in planning for large-scale, district-wide events, and professional development.
- Identify resources and partnerships that will accelerate students meeting benchmarks on local, state and federal assessments.
- Supervise and assist in evaluating coaches and other staff by modeling growth mindset, effective collaboration, data utilization and problem solving and by providing regular feedback on their individual, team and departmental progress.
- Provide assistance and guidance to departments on increasing student access to IB Diploma and AP Programs, particularly for underserved students.
- Clearly communicate the Department of Teaching and Learning priorities to district staff and principals and actively engage in dialogue with varying stakeholders to inform the effectiveness of the work of the Department of Teaching and Learning.

- Plan, implement, and evaluate instructional programs with teachers and principals, including learning objectives, instructional strategies, and assessment techniques.
- Apply research and data to improve the content, sequence, and outcomes of the teachinglearning process.
- Work with appropriate staff to develop, maintain, and revise curriculum documents based on systematic review and analysis.
- Involve and assist instructional staff in evaluating and selecting instructional materials to meet student learning needs.
- Ensure the use of technology in the teaching-learning process.
- Plan the necessary time, resources, and materials to support accomplishment of education goals.
- Ensure that district goals and objectives are developed using collaborative processes and problem-solving techniques when appropriate.
- Participate and assist in the district-level decision-making process to establish and review
 the district's goals and objectives and major classroom instructional programs of the
 district.
- Actively support the efforts of others to achieve district goals and objectives and campus performance objectives (academic excellence indicators).
- Obtain and use evaluative findings (including student achievement data) to examine curriculum and instruction program effectiveness.
- Assist with securing consultants, specialists, and other community resources to assist principals and instructional staff in attaining objectives.
- Provide effective staff development activities that incorporate the mission of the district, program evaluation outcomes, and input from teachers and others.
- Responsible for textbook adoption, order and selection process.
- Oversee the curriculum for GT and ESL instruction.
- Oversee the curriculum for library services and work collaboratively with campus librarians.
- Oversee the delivery of instruction related to dyslexia services.

Policy, Reports, and Law

- Implement the policies established by federal and state law, State Board of Education rule, and local board policy in curriculum and instruction area.
- Compile, maintain, and present all physical and computerized reports, records, and other documents required.

Budget

 Assist with recruitment, selection, and training of personnel in the department and make sound recommendations relative to personnel placement, assignment, retention, discipline, and dismissal. Assist with designated teacher appraisal system.

Communication

 Provide for two-way communication with principals, coaches, teachers, staff, parents and community.

- Demonstrate skill in conflict resolution with administrators, parents, teachers, staff, and community.
- Monitor professional research and disseminate ideas and information to other professionals.

Community Relations

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

TERMS OF EMPLOYMENT:

Salary is based upon salary schedule established by the Board. This is a 52-week position.

GRADE LEVEL: 16

EVALUATION:

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

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

PHYSICAL DEMANDS:

While performing the duties of this job, the employee is regularly required to use repetitive hand motions, including prolonged use of a computer terminal. The employee is frequently required to sit, see, talk, and hear. The employee is occasionally required to stand and walk. The employee must frequently lift and/or move up to 20 pounds.

Specific vision abilities required by this job include close vision, depth perception, and ability to adjust focus with or without correction.

Hear in the normal audio range with or without correction.

MENTAL DEMANDS:

While performing the duties of this job, the employee regularly is required to compare, analyze, communicate, coordinate, instruct, synthesize, evaluate, use interpersonal skills, compile, and negotiate. The employee frequently is required to compute. The employee occasionally is required to copy.

WORK ENVIRONMENT:

The noise level in the work environment is usually moderate. The job is performed under minimal temperature variations and a generally hazard free environment.

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

COVID-19 TESTING SUPPORT AGREEMENT

(PUBLIC SCHOOL DISTRICT - MARCH 2021 IGA)

THIS COVID-19 TESTING SUPPORT AGREEMENT ("Agreement") is between Decatur Public Schools District 61 ("Customer") and The Board of Trustees of the University of Illinois ("University") and is effective as to the date of the final, executing signature ("Effective Date"). Customer and University may be referred to herein individually as a "Party," and collectively as the "Parties."

WITNESSETH

WHEREAS, University provides coordination, logistics, order facilitation, billing, set-up help, results reporting and customer support for COVID-19 testing using University's rapid rtPCR testing methodology (the "U of I Test Method"), and connects customers with testing laboratories and collection sites to simplify COVID-19 testing for workplaces, schools, universities, and other institutions;

WHEREAS, Customer desires to contract with University to facilitate access to COVID-19 testing services using the U of I Test Method for its employees, contractors, students, agents and/or others for whom Customer requires COVID-19 testing services to be performed (each, an "End User" and collectively, the "End Users");

WHEREAS, University agrees to arrange for COVID-19 testing services using the U of I Test Method to be provided to Customer and its End Users and Customer agrees to accept such services on the terms and conditions set forth herein; and

WHEREAS, the Parties enter into this agreement pursuant to their authority under the Intergovernmental Cooperation Act, 5 ILS 220/ et seq.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

AGREEMENT

1. <u>UNIVERSITY SERVICES</u>. Throughout the term of this Agreement:

- 1.1. University shall use reasonable efforts to provide to Customer the services set forth in the Statement of Work attached hereto as Exhibit A (the "Services"). The Statement of Work will designate a primary contact for Customer who will be reasonably available to University for communications with University regarding the Services under the Statement of Work;
- 1.2. To provide the Services to Customer, the Parties hereto acknowledge and agree that University contracts with laboratories, software providers and additional third parties (collectively, "Service Providers") to deliver to Customer specimen collection services, laboratory testing using the Uof I Test Method, and reporting of COVID-19 testing results using a designated software platform (the "Results Platform"). Provided Customer has secured Consents described in Section 2.1, University shall provide Customer with the End Users' test results consisting of a daily "flat

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file and call center report" with specified data elements. If Customer has secured the Consents, University shall provide Customer with its End Users' test results as soon as practicable after the University's testing laboratory receives a specimen.

- 1.3. Service Providers are independent contractors of University; and
- 1.4. University reserves the right to subcontract the performance of certain of its obligations under the Statement of Work to Service Providers and to fulfill certain of its obligations under the Statement of Work by an affiliate without prior notice to Customer.

2. <u>DUTIES OF CUSTOMER</u>. Throughout the term of this Agreement:

- 2.1. Customer shall be responsible for obtaining consents, including authorization and releases from End Users with respect to the release of End Users' test results and any other data to Customer, including where applicable, necessary consent from parents or guardians for those individuals who are under the age of majority ("Consents"). For the avoidance of doubt, Customer hereby represents and warrants to University that, prior to University's performance of Services, including its arranging for COVID-19 testing services to be provided to Customer's End Users, Customer has or will have either obtained all necessary Consents for such testing, as well as all necessary Consents to release any and all test results to Customer, if University is so directed by Customer, and Customer further acknowledges and agrees that University may rely upon such representation and warranty;
- 2.2. Customer acknowledges that University does not control the actual performance of the Service Providers, and the Services may be delayed, frustrated, or made impossible due to circumstances that are unforeseeable or beyond the reasonable control of University, including but not limited to changes to legal requirements or guidance, availability of materials required for Services, and laboratory capacity. In such circumstances, University will inform Customer of any delays or other barriers and take commercially reasonable steps to resume delivery of the Services, including working with Customer to find alternative Service Providers to perform the Services at no additional cost to Customer;
- 2.3. Customer acknowledges that Services are provided "as-is". Customer recognizes that there are inherent limitations to the COVID-19 testing process, including limitations of U of I Test Method, limitations due to collection methods, limitations introduced as a result of shipping or other delivery methodology, and other perhaps unforeseen limitations. Customer accepts these limitations in entering into this Agreement;
- 2.4. Customer agrees to use commercially reasonable efforts to cooperate with Service Providers in their performance of the Services, including following the University's policies and procedures applicable to Customer, as may be amended from time to time (the "University Policies and Procedures"). University will make University Policies and Procedures available to Customer in an accessible web-based format (the "University Portal") and provide accurate information in response to any questions concerning ambiguity in data provided regarding End Users. All information provided to End Users by Customer regarding the testing procedures shall be true, correct, and accurate and in compliance with the University Policies and Procedures, and shall not be misleading or otherwise contain misrepresentations;

- 2.5. Customer covenants that it will not submit claims to, and will not otherwise seek reimbursement or payment from, any insurance, health plan or other commercial third party payor, or from Medicaid, Medicare, or any government payor, for any portion of the Services, whether provided by Service Providers or directly by University, unless authorized directly in writing by University; and
- 2.6. Customer covenants that it shall not make available or sell the U of I Test Method or University Policies or Procedures on its own to any third party and that the Services acquired herein are solely for Customer's use and not with a view to, or for resale in connection with, distribution to others at any time without the University's consent.

3. <u>COMPENSATION</u>.

- 3.1. University shall provide Services to Customer free of charge under the terms of an intergovernmental agreement ("IGA") with the Illinois Department of Public Health ("DPH") and associated work order #15000021I.
- 3.2. University is not obligated to provide Services in excess of those funded by the IGA.
- 3.3. For the avoidance of doubt, University shall be solely responsible for compensating the Service Providers.

4. TERM AND TERMINATION.

- 4.1. <u>Term.</u> The initial term of this Agreement shall be effective as of the Effective Date and terminate on June 30, 2022. This Agreement may be extended by mutual written agreement of the Parties, which is deemed granted for interval testing programs, or earlier terminated in accordance with the terms of this Agreement.
- 4.2. <u>Termination</u>. Either Party may terminate this Agreement immediately upon breach of this Agreement by the other Party if said breach is not cured within ten (10) days of written notice of said breach to the breaching Party. Either Party may terminate this Agreement without cause upon thirty (30) days written notice to the other Party.
- 4.3. <u>Effects of Termination</u>. Upon termination of this Agreement for any reason, with or without cause, no Party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement.

5. LIMITATION OF LIABILITY.

5.1. EXCEPT FOR DAMAGES ARISING OUT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER PARTY

FOR ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, REMOTE, EXEMPLARY, COLLATERAL, SPECULATIVE, OR INDIRECT DAMAGES OF ANY KIND (INCLUDING ECONOMIC DAMAGES, DAMAGES ARISING OUT OF INJURY TO PERSONS OR PROPERTY, LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS, OR LOSS OF OPPORTUNITY) ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT OR THE BREACH OR ALLEGED BREACH HEREOF, REGARDLESS OF FAULT, REGARDLESS OF A PARTY HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF LEGAL THEORY OR BASIS.

- 5.2. EXCEPT FOR THE INDEMNIFICATIONS CONTAINED HEREIN, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY DAMAGES OR OTHER AMOUNTS ARISING OUT OF, UNDER OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, OR THE BREACH OR ALLEGED BREACH HEREOF, SHALL NOT EXCEED FEES PAID IN CONNECTION WITH THE SERVICES UNDER WHICH SUCH LIABILITY AROSE.
- 5.3. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, UNIVERSITY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. ALL IMPLIED WARRANTIES AS TO SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- 5.4. IN THE EVENT THAT UNIVERSITY FAILS TO MATERIALLY PERFORM ANY SERVICE IN BREACH OF THIS AGREEMENT, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE, UPON REASONABLE NOTICE TO UNIVERSITY, AND AT CUSTOMER'S REQUEST, RE-PERFORMANCE BY UNIVERSITY OF SUCH SERVICE AS SOON AS REASONABLY PRACTICABLE AT NO ADDITIONAL COST TO CUSTOMER.

6. INDEMNIFICATION.

- 6.1. <u>Indemnification Obligations</u>. To the extent permitted by law and without waiving sovereign immunity, if applicable, Customer and University will indemnify, defend and hold the other (including such Party's officers, directors, employees, volunteers, and agents) harmless from and against any and all losses, claims, suits, damages, and liabilities from third parties based upon, arising out of or attributable to the negligent acts and or omissions of such indemnifying Party, its directors, officers, employees, volunteers and or agents and pertaining to the Services provided hereunder.
- 6.2. Procedures. If any claim covered by the foregoing indemnity shall be asserted against a Party, such Party shall notify the indemnifying Party promptly and tender its defense to the indemnifying Party, in which case the indemnifying Party will provide qualified attorneys, consultants, and other appropriate professionals to represent the indemnified Party's interests at the indemnifying Party's sole expense. Notwithstanding anything herein to the contrary, should the indemnified Party choose to undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, the indemnified Party will be solely responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other

professionals. An indemnifying Party shall not settle any action without the indemnified Party's prior written consent.

- 6.3. <u>Survival</u>. The provisions of this Section 6 shall survive any expiration or termination of this Agreement.
- 7. <u>INSURANCE</u>. Each Party, at its sole expense, shall have in effect liability insurance coverage of such types and in such amounts as are customary for a business performing the obligations of such party hereunder, including, but not limited to, commercial general liability, cyber liability insurance, workers compensation and errors and omissions coverage.

8. <u>MISCELLANEOUS</u>.

8.1. Confidentiality.

- 8.1.1. When used in this Agreement, the term "Confidential Information" means confidential and proprietary information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with performance of the Services hereunder that (a) prior to disclosure, is marked with a legend indicating its confidential status or (b) is disclosed orally or visually, if the Disclosing Party identifies such information as confidential at the time of disclosure. The U of I Test Method and the University Policies and Procedures are University Confidential Information. The term Confidential Information does not include information to the extent that it (a) is known to the Receiving Party when disclosed by the Disclosing Party and the Receiving Party does not then have a duty to maintain its confidentiality, (b) is or becomes publicly known through no act or fault of the Receiving Party, (c) is rightfully obtained by the Receiving Party from a third party who is not subject to a confidentiality obligation to the Disclosing Party, (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information or (e) is required to be disclosed by law or court order, provided that the Receiving Party promptly notifies the Disclosing Party of such a lawful disclosure order to allow Disclosing Party an opportunity to intervene or challenge.
- 8.1.2. The Receiving Party acknowledges that, as between the Parties, the Disclosing Party is and will remain the sole owner of the Disclosing Party's Confidential Information. For a period of five (5) years after the termination or expiration of this Agreement, the Receiving Party will take reasonable precautions to protect the confidentiality of such Confidential Information, and will not disclose or use any such Confidential Information except as necessary to perform its obligations under this Agreement. If the Receiving Party is required by law or court order to disclose any of the Disclosing Party's Confidential Information, the Receiving Party may disclose such Confidential Information as so required, provided that the Receiving Party gives the Disclosing Party reasonable advance notice of the disclosure (if possible in the circumstances) and reasonably cooperates with the Disclosing Party, at the Disclosing Party's request and expense, to obtain a protective order or otherwise limit the disclosure.
- 8.2. <u>Independent Relationship</u>. It is understood that Customer and University are independent contractors engaging in the operation of their own respective businesses. Neither Party is, or is to be considered as, the agent or employee of the other Party for any purposes whatsoever.

- 8.3. <u>Waiver</u>. No waiver of any breach or failure by either Party to enforce any of the terms or conditions of the Agreement at any time, in any manner limit or waive such Party's right thereafter to enforce and to compel strict compliance with every term and condition hereof.
- 8.4. <u>Severability</u>. The invalidity or unenforceability of any covenant, agreement, term or condition of this Agreement or the application thereof to any person or circumstance shall not affect the validity, enforceability or applicability of any other provision in this Agreement. Furthermore, it is the Parties' intent that any unenforceable provision be construed and limited by any court that considers the matter so as to render it reasonable and enforceable.
- 8.5. Other Obligations. The Parties represent and warrant that proceeding and performing hereunder is not inconsistent with any contractual obligations it has with any third party and shall not be inconsistent with any contractual obligations it may have hereafter with any third party.
- 8.6. Entire Agreement; Amendment. This Agreement, together with referenced attachments, constitutes the entire Agreement between Customer and University with respect to the subject matter hereof and supersedes any prior agreements or understandings. It may be modified only in writing signed by both Parties.
- 8.7. <u>Notices</u>. All notices hereunder must be sent in writing via certified U.S. Mail services as follows:

If to University:

SHIELD Illinois

349 Henry Administration Building

506 South Wright St. Urbana, Illinois 61801

If to Customer: Decatur SD 61

101 W. Cerro Gordo Street

Decatur, IL 62523 ATTN: Bobbi Williams

With a copy to:

- 8.8. <u>Headings</u>. The paragraph headings in this Agreement are for convenience only and shall not affect the interpretation of the Agreement.
- 8.9. <u>Counterparts</u>. This Agreement may be executed in two counterparts, each of which will be an original, and each counterpart will constitute the same Agreement.
- 8.10. <u>Governing Law</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.
- 8.11. <u>Assignment</u>. Neither Party may assign any rights or delegate any duties under this Agreement without the express prior written consent of the other, except as permitted in Section

- 1.4. Any attempted assignment or delegation in violation of this provision shall be void and have no binding effect.
- 8.12. <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of all the Parties hereto and their successors and assigns.
- 8.13. Force Majeure. The Parties shall be excused for failures and delays in the performance of their respective obligations under this Agreement due to any cause beyond the control and without the fault of such Party including without limitation, any government order, act of God, war terrorism, riot or insurrection, law or regulation, strike, flood, fire, explosion, pandemic, epidemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities. This provision shall not, however release such Party from using its commercially reasonable efforts to avoid or remove such cause and such Party shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such Party shall give prompt written notice thereof to the other Party, provided that failure to give prompt written notice thereof to the other Party provided that failure to give such notice shall not in any way limit the operation of this provision.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

Decatur	Public Schools District 61 (Customer)		rd of Trustees of the University of University)	
Signed:	Bobbi Williams	Signed:	Pal N. Ellip	
Name:	Bobbi Williams	Name:	Paul N. Ellinger, Interim	
Title:	Interim Superintendent	Title:	Comptroller by Daniel Szajna, Director of System Purchasing & Support Services	
Date:	10/13//2021	Date:	2021.10.19 15:19:40 -05'00'	•

Approved for legal form by the Office of University Counsel, DS 03/2021

EXHIBIT A

Statement of Work

This Statement of Work (the "SOW") is entered into as of the date of execution of the COVID-19 Testing Support Agreement (the "Effective Date") by and between The Board of Trustees of the University of Illinois ("University"), individually and as agent for the Service Providers (as defined in the COVID-19 Testing Support Agreement, the "Agreement"), and Decatur Public Schools District 61 (the "Customer").

Customer is contracting with University in order for University to provide the services described herein through itself and the Service Providers (including, but not limited to, laboratory, specimen collection and software providers) necessary to conduct COVID-19 testing as set forth herein.

All capitalized terms used herein without definition shall have the meaning assigned to them in the Agreement.

1. Contacts

Customer understands and agrees that University is the sole contracting party, and agrees to contact only University with questions, concerns, and/or support requests. Support requests shall be directed to:

General Support Tickets: <u>shieldilpartnerhelp@uillinois.edu</u>

Patient Support (24/7): (217) 265-6059 Test Site Support (24/7): (217) 265-5455

The following will be the lead contact at the Customer for interfacing with University:

Name: Angela Wetzel

Title: Health Services Coordinator

Email address: AWetzel@dps61.org

Cell phone number: 217-519-8361

2. Ordering

Customer shall order from University COVID-19 testing services to be performed by Service Providers pursuant to the then-current version of University Policies and Procedures as made available online through the University Portal.

3. University's Testing Support Services

University's Testing Support Services include all Services described in the University Policies and Procedures, including but not limited to the following:

- a. Any equipment required
- b. End User Consent for specimen collection and reporting results to End Users as applicable under the terms of this Agreement
- c. Laboratory analysis of specimens collected using U of I Test Method
- d. Reporting results to Customer as applicable under the terms of this Agreement
- e. Customizable communications materials in electronic format to assist Customer in explaining the test purpose, process, collection site locations, and results reporting functionality to End User
- f. Results Platform, which provides the following functionality:
 - a. collective reporting of results to Customer contact (if authorized by End User)
 - b. individual reporting of results to End Users
 - c. reporting to the relevant public health authorities
- g. Access to University Policies and Procedures



Board of Education Decatur Public School District #61

,	Subject: Resolution Authorizing Recycling of District Property
•	Attachments: Resolution Authorizing Recycling of District Property
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

When electronic items are no longer used or are replaced with newer models in buildings, the items are sent to the IT Department to be sorted and deemed for recycling.

CURRENT CONSIDERATIONS:

IT will enter an agreement with Green Wave Computer Recycling to dispose of electronic equipment. Their services include pick up equipment from multiple locations, perform stacking and loading, and proper data destruction documentation.

FINANCIAL CONSIDERATIONS:

Green Wave Computer Recycling offers a base price for computer units while accepting all other items for free. The IT Department is requesting the Board to approve the surplus of unused and outdated electronic items be recycled.

STAFF RECOMMENDATION:

DECOMMENDED ACTION.

The Administration respectfully requests that the Board of Education adopt the Resolution Authorizing the Disposal of Outdated Electronics through Green Wave Computer Recycling, as presented.

RECOMMENDED ACTION.		
X Approval		
□ Information		
□ Discussion		
	BOARD ACTION:	

RESOLUTION AUTHORIZING DONATION-RECYLCING OF SCHOOL PERSONAL PROPERTY

WHEREAS, the Board of Education of Decatur Public School District No. 61 is authorized by Section 10-22.8 of the School Code of Illinois to sell at public or private sale any personal property belonging to the School District and no longer needed for public purposes; and

WHEREAS, the Board of Education currently owns technology equipment that is outdated, not working, or unsupported by current software and which have no market value (hereinafter "said equipment"), all of which is more specifically described in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the Board of Education hereby finds and determines that said equipment are no longer necessary or needed for educational purposes and the equipment has no market value; and

WHEREAS, the Board of Education further finds and determines that it is in the best interests of Decatur Public School District No. 61 that the School District donate said equipment and supplies for recycling on terms satisfactory to the School District;

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

- **Section 1.** The Board hereby finds that all of the recitals contained in the preambles to this resolution are full, true and correct and does incorporate them into this Resolution by this reference.
- **Section 2.** The Superintendent of Schools is hereby authorized to donate said equipment to a recycler.

passage.	
ADOPTED this 26 th day of October 2021	, by the following roll-call vote:
AYES:	
NAYS:	
ABSENT:	
	President, Board of Education
ATTEST:	
Secretary, Board of Education	

That this Resolution shall be in full force and effect forthwith upon its

Section 3.

CERTIFICATION

Ι,	, Secretary of the Board of Education of
Decatur Public School District No. 61, do	hereby certify that the foregoing Resolution was adopted
at a meeting of the Bo	oard of Education on October 26 th , 2021, by the following
roll-call vote:	
AYES:	
NAYS:	
ABSENT:	
and that the motion was duly declared ca	arried by the President of the Board.
Dated this day of	, 2021.
	
Sec	eretary. Board of Education

Exhibit A - Recycle Inventory

Item	Quantity	Reason for Recycle
Misc. Cables and Cords	330	No Educational Purpose / Excess Equipment
Keyboards/Mice	92	No Educational Purpose / Excess Equipment
PCs	38	No Educational Purpose / Excess Equipment
Monitors	37	No Educational Purpose / Excess Equipment
Printers	34	No Educational Purpose / Excess Equipment
Promethean Boards	19	No Educational Purpose / Excess Equipment
Televisions	17	No Educational Purpose / Excess Equipment
Copy Machines	3	No Educational Purpose / Excess Equipment
Cell Phones	51	Excess Equipment
Security Cameras	58	End of life



Board of Education Decatur Public School District #61

Date: October 26, 2021	Subject: Bids for the Fresh Fruits and Vegetables Program
Initiated By: Todd Covault, EdD, Chief Operational Officer	Attachments: Quote for Fresh Fruits and Vegetables
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

The purpose of the Fresh Fruit and Vegetable Program Grant is to increase fresh fruit and fresh vegetable consumption in elementary schools that participate in the National School Lunch Program (NSLP). Priority is given to elementary schools based on free and reduced eligibility.

CURRENT CONSIDERATIONS:

Five District schools were awarded this competitive grant including: Franklin-Grove; American Dreamer; Mufffley; Parsons, and South Shores. Due to the cost of the associated purchases, the District obtained competitive bids to purchase the fresh fruits and vegetables. The lowest responsible bid is from Aramark to purchase, prepare and deliver to the associated site on a per case basis. The estimated servings per day are 1,660 for three times per week.

Quote requests were also sent to Walmart and Kroger. The District received no response from either vendor.

FINANCIAL CONSIDERATIONS:

The schools received the following awards from this competitive grant to purchase fresh fruits and vegetables:

- America Dreamer \$16,800
- Franklin Grove \$11,550
- Muffley \$20,800
- Parsons \$14,600
- South Shores \$15,050

STAFF RECOMMENDATION:

DECOMMENDED ACTION.

The Administration respectfully requests that the Board of Education approve the low bid to Aramark to purchase, prepare, and deliver product associated with the Fresh Fruits and Vegetable competitive grant for American Dreamer STEM Academy, Franklin Grove, Muffley, Parsons, and South Shores Elementary Schools as presented.

RECOMMENDED ACTION.	
_X Approval	
Information	
Discussion	BOARD ACTION:

Fresh Fruits & Vegetables Program 2021-2022

Decatur Public Schools District #61, hereinafter referred to as "District", has been awarded a grant to facilitate a Fresh Fruit and Vegetable Program for the 2021-2022 school year hereinafter referred to as "FFVP" at five locations:

Franklin Grove	2160 W. Center, Decatur, IL 62526	Tues., Wed., Thursday	380 Servings per day
American Dreamer Stem Academy	2115 S. Taylor Road, Decatur, IL 62521	Tues., Wed., Thursday	350 Servings per day
Muffley Elementary School	88 S. Country Club Rd, Decatur, IL 62521	Tues., Wed., Thursday	325 Servings per day
Parsons Accelerated School	3591 MacArthur Rd, Decatur, IL 62526	Tues., Wed., Thursday	370 Servings per day
South Shores Elementary School	2500 S. Franklin Rd, Decatur, IL 62521	Tues., Wed., Thursday	235 Şervings per day

The District is currently requesting quotes for the best possible cost for preparing, packaging and delivery of fresh, high quality fruit and vegetables for our 2021-2022 school year, starting November 2, 2021. The program would be administered thereafter on each Tuesday, Wednesday, and Thursday until May 24, 2022, or until the FFVP grant funding is depleted.

The District will not require services on the following school holidays or closing during this period:

- November 24, 25, 26, 2021 (Thanksgiving Break)
- December 22, 2021, through January 03, 2022 (Holiday Break)
- April 15, 2022, through April 18, 2022 (Spring Break)

The District reserves the right to reject any and all quotes.

All fresh fruits and vegetables must be ripe and in good condition when delivered and must be ready for consumption. At a minimum, fruits must meet the food distributor's second-quality level. Fruits and vegetables should have characteristic color and good flavor and be well-shaped and free from scars and bruises. This agreement will in no way prevent the District from obtaining these products from another supplier.

All fresh fruits and vegetables must be grown and purchased within the United States.

Pertinent information:

- Start date of program will be November 2, 2021, and will run through May 24, 2022, or until FFVP grant funds are depleted.
- Fruits and vegetables must be prepared for an efficient and consumable product for students, in predetermined portion sizes and/or packaging as appropriate. See below specifications.
- The estimated serving quantities per day are 1,660, 3 times per week.
- The Days FFVP will be administered are Tuesday, Wednesday, and Thursday each week.
- Delivery will be made FOB to each school location.

3006)

 All quotes must be signed & received no later than 10am (local time) on October 15, 2021, and must be delivered to the attention of:

Joanie Watson, Coordinator of Purchasing
Decatur Public Schools District #61
101 W Cerro Gordo, Decatur, IL 62523
(Electronic submissions may be emailed to jwatson@dps61.org or faxed to 217/424-

• An unsuccessful bidder may protest the bid award by submitting in writing said protest within five business days of the bid award. The protest must state the nature and grounds of the protest. The Board of Education will review the protest and communicate the findings of the Board to the protesting bidder and to the Illinois State Board of Education Nutrition and Wellness Programs Division within 30 business days. All administrative remedies with Decatur School District must be exhausted before the FSMC may pursue a protest at the state or federal level.

Fresh Vegetable and Fruit Specifications:

Carrots Mini (baby): U.S #1, miniature crisp carrots, washed, peeled and ready to eat. Baby carrots should be no more than two inches long and 1/2 inch in diameter. Each package serving should be approximately 5 ounces.

<u>Celery</u>, <u>Stick</u>: Celery sticks should be made from washed, U.S. #1 celery. Celery sticks should be crisp and moist. The sticks should be free from tough strings, discolorations, leaves, and small branched ends and free of excess moisture. Each package serving should be approximately five (5) ounces.

Tomatoes, Cherry or Grape: Fresh. Color: light red, firm ripe. U.S. #1 domestic preferred. Each package serving should be approximately five (5) ounces.

Bananas, Small: Standard: U.S. #1 Dole or Approved equivalent, each serving should be one (1) small banana.

Apples, Sliced: Pre-packed individual containers. Each packaged serving size to be approximately five (5) ounces.

<u>Grapes: green or red</u>: Firm, tender, sweet, U.S. #1. Seedless. Each packaged serving should be approximately five (5) ounces.

The above fruits and vegetables should be rotated equally throughout the period.

Please provide one Total Lump Sum Cost for preparing and delivery to all five (5) locations the above fruits and vegetables for the following November 2, 2021, through December 21, 2021: \$_22.514.28

Please provide one Total Lump Sum Cost for preparing and delivery to all five (5) locations the above fruits and vegetables for the following period January 04, 2022, through May 24, 2022: \$56,285.70

Should the District elect to purchase other types of approved FFVP fruits and vegetables other than those specified herein please include your fixed fee for those items:

This additional fixed fee will be allowed based on the per case market price not to exceed the following quoted price:

\$0 - \$10	add \$ 2.00	per case
10.01 - 20.00	add \$ <u>4.00</u>	per case
\$20.01-\$30.00	add \$_6.00	per case
\$30.01 - \$40.00	add \$ <u>8.00</u>	per case
\$40.01 -\$50.00	add \$_10.00	per case
\$50.01 - \$60.00	add \$_12.00	per case
\$60.01 -\$70.00	add \$_14.00	per case
\$70.01 - \$80.00	add \$_16.00	per case
\$80.01- \$90.00	add \$_18.00	per case

\$90.01-\$100.00 add \$_20.00 \$100.00 and higher add \$_30.00	per case
\$100.00 and nigher add \$_50.00	per case
	anie Watson @ 217 362-3028 or email your questions to
jwatson@dps61.org.	last Of market
Aramark Education K-12	Alut Tula
Company Name	Signature
_10/11/21 Date	District Manager U
Date	Title



Board of Education Decatur Public School District #61

Date: October 26, 2021	Subject: Approval of School Board Policy 3:50 – Administrative Personnel Other Than the Superintendent
Initiated By: Todd Covault, EdD, Chief Operational Officer	Attachments: Policy 3:50 – Administrative Personnel Other Than the Superintendent
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

Policy 3:50 – Administrative Personnel Other Than the Superintendent was presented to the Board as a first reading on October 12, 2021.

CURRENT CONSIDERATIONS:

Policy 3:50 – Administrative Personnel Other Than the Superintendent is being presented for approval. There have been no changes to the policy following the first reading.

FINANCIAL CONSIDERATIONS:

N/A

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve Policy 3:50 – Administrative Personnel Other Than the Superintendent as presented.

Administrative reisonner Other Than the	Supermendent as presented.	
RECOMMENDED ACTION:		
_X Approval		
Information		
Discussion	BOARD ACTION:	_

GENERAL SCHOOL ADMINISTRATION

3:50 Administrative Personnel Other Than the Superintendent

Duties and Authority

The School Board establishes District administrative and supervisory positions in accordance with the District's needs and State law. This policy applies to all administrators other than the Superintendent, including without limitation, Building Principals. The general duties and authority of each administrative or supervisory position are approved by the Board, upon the Superintendent's recommendation, and contained in the respective position's job description. In the event of a conflict, State law and/or the administrator's employment agreement shall control.

Qualifications

All administrative personnel shall be appropriately licensed and shall meet all applicable requirements contained in State law and Illinois State Board of Education rule.

Residency

The Board of Education believes that key certified administrators residing in the school district helps promote the quality of Decatur Public Schools and assists in projecting a positive community image. Beginning July 1, 2021, the following administrators shall be required to reside in the district as a condition of employment: 1) Superintendent, 2) Assistant Superintendent, and 3) Chief Operational Officer. The Board of Education reserves the right to modify the residency requirement when it deems it appropriate to do so.

Evaluation

The Superintendent or designee shall evaluate all administrative personnel and make employment and salary recommendations to the Board.

Administrators shall annually present evidence to the Superintendent of professional growth through attendance at educational conferences, additional schooling, in-service training and Illinois Administrators' Academy courses, or through other means as approved by the Superintendent.

Administrative Work Year

The work year for administrators shall be the same as the District's fiscal year, July 1 through June 30, unless otherwise stated in the employment agreement. Legal holidays and vacation shall be afforded to administrators as provided in the Board approved Administrative and Administrative Support Staff Compensation and Benefits Handbook.

Compensation and Benefits

The Board and each administrator shall enter into an employment agreement that complies with Board policy and State law. The terms of an individual employment contract, when in conflict with this policy, will control.

The Board will consider the Superintendent's recommendations when setting compensation for individual administrators. These recommendations should be presented to the Board no later than the March Board meeting or at such earlier time that will allow the Board to consider contract renewal and nonrenewable issues. Benefits shall be afforded administrators as provided in the Board approved Administrative and Administrative Support Staff Compensation and Benefits Handbook.

LEGAL REF:

105 ILCS 5/10-21.4a, 5/10-23.8a, 5/10-23.8b, 5/21B, and 5/24A

23 III. Admin. Code §§ 1.310. 1.705, and 50.300; and Parts 25 and 29

CROSS REF: 3:60 (Administrative Responsibility of the Building Principal), 5:30 (Hiring Process and Criteria), 5:250 (Leaves of Absence)

ADOPTED: March 11, 1997

REVISED: February 26, 2002

April 28, 2009

October 14, 2014

August 11, 2015

May 10, 2016

July 11, 2017

July 9, 2019

May 25, 2021

October 26, 2021

Decatur Public School District 61



Board of Education Decatur Public School District #61

Date: October 26, 2021	Subject: ESSA 1003(a) School Improvement Grant Learning Partner Contract with Consortium for Educational Change (CEC) and Hope Academy and Franklin Grove Elementary
Initiated By: Mary Ann Schloz, Assistant Director of Finance, Grants, & Special Projects	Attachments: IL-EMPOWER Service Agreement for Learning Partner services for Hope Academy and Franklin Grove Elementary
Reviewed By: Bobbi Willaims, Interim Superintendent	

BACKGROUND INFORMATION:

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

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

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

CURRENT CONSIDERATIONS:

Find attached two contracts with Consortium for Educational Change (CEC).

- 1. Hope Academy
- 2. Franklin Grove Elementary

FINANCIAL CONSIDERATIONS:

The individual contracts with Consortium for Educational Change (CEC) will be paid in full using ESSA 1003(a) School Improvement Grant funds and Title I funds.

- The contract between Hope Academy and CEC is for \$65,400
- The contract between Franklin Grove Elementary is for \$30,000

STA	FF	REC	COMN	MEND	\mathbf{A}^{T}	'ION:
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The Administration respectfully requests that the Board of Education approve Consortium for Educational Change (CEC) individual Learning Partner contract with Hope Academy and Franklin Grove Elementary as presented.

RE	COMMENDED ACTION:	
\mathbf{X}	Approval	
	Information	
	Discussion	BOARD ACTION:



Consulting Services Agreement

Dear Todd,

We are pleased to submit this Letter of Agreement between the Consortium for Educational Change ("CEC") and Decatur School District 61 – Hope Academy School ("District"). This Agreement covers services to be provided by CEC to the District as described in the **Scope of Services** which forms part of this Agreement.

The **Scope of Services** is attached. It is understood that CEC is performing its obligations and services as an independent contractor and no employment, partnership, or other business relationship is created through this relationship. CEC will provide the services provided in the attached **Scope of Services** with due diligence and professionalism.

As compensation for the services rendered, the District agrees to pay CEC \$2400/ day or \$300/hr. (IL EMPOWER Grant Rate) inclusive of travel and supplemental publications per consultant as set forth in the attached **Scope of Services**. The District agrees to pay CEC based on the schedule provided in the **Scope of Services**, and in accordance with the Illinois Prompt Payment Act. Both CEC and the District agree to make appropriate staff available to ensure that CEC is able to perform its obligations under the **Scope of Services**.

Additional days mutually agreed upon will be at the IL EMPOWER Grant Rate of \$2400/day or \$300/hr. (inclusive of travel and supplemental publications per consultant. *Rate subject to change in subsequent years in accordance with ISBE IL EMPOWER Grant.*

Both CEC and the District agree to provide at least 72 hours notice if either is not able to fulfill its commitment to deliver or take delivery of the services under the Scope of Services. If the District cancels within 72 hours, the District shall be responsible for the total contracted amount as defined in the **Scope of Service**.

It will be the District's responsibility to provide copies of the materials that are expected to be sent a week in advance by CEC as well as provide all presenters equipment requirements. Materials may only be reproduced for the use at the session(s) indicated within the **Scope of Service**.

All content and materials are the exclusive rights of CEC and copyrighted by the Consortium for Educational Change. All rights reserved. No part of CEC presentations, documentation or content may be reproduced, recorded, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without prior written permission of Consortium for Educational Change.

Thank you for this opportunity, and we look forward to working with your District. If you are in agreement with the above, please sign below.

Sincerely, Shelly Daylor	
, 0 0	September 22, 2021
Shelley Taylor, Executive Director Consortium for Educational Change	Date
I, Todd Covault, Chief Operational Officer, Decatur School District 61, have a obligations described herein.	read the above and agree to comply with the
Chief Operational Officer	Date



Scope of Services

Todd Covault, Chief Operational Officer

Decatur Public Schools SD 61
Hope Academy School
955 N. Illinois Street
Decatur, IL 62521
(217) 362-3280

Email Agreement to:

Todd Covault - <u>TCovault@dps61.org</u>
Tasia Burks - <u>TBurks@dps61.org</u>
Barb Werthing - <u>bwerthing@dps61.org</u>

Service Summary

Detailed descriptions of each of these services are provided in the "Detailed Service Description" section on the following pages.

CEC Consulting days are equal to 8 hours.

IL EMPOWER

Total Project Cost	\$65.400.00
Total Days: 27.25 days at \$2,400/ day/consultant	\$65,400.00
CEC Cost	
Total Consulting Days	27.25 Consultant Day
IL EMPOWER Math Training and Support	27.25 Consultant Day

District will be invoiced in four equal installments: \$16,350 invoiced in October 2021, December 2021, February 2022, and May 2022

CONSORTIUM FOR EDUCATIONAL CHANGE

Detailed Service Description

This section provides a detailed description of each day of work to be performed.

CEC Site Manager: Jenny Seitz

IL EMPOWER Math Training and Supports FY 22 September 2021 - June 2022			
Time/Date	Task Name	Description	Cost
Pathway Readin	ess & Phase 1		
October 2021	Needs Assessment	Orientation meeting with Admin Team to plan for Math Needs Assessment	2 sessions x 2 hrs. = 4 hours 4 hrs. @ \$300/hour x 1 consultant = \$1,200
		 Facilitate Needs Assessment virtually Role-Based Focus Groups 	2 sessions x 8 hrs. =16 hours 16 hrs.@ \$300/hour x 2 consultants = \$9,600
		Data Analysis, Interpretation and Report Writing The collected data will be analyzed, interpreted, and used to write the final report for the school.	1 session x 8 hrs. = 8 hours 8hrs. @ \$300/hour x 2 consultants = \$4,800
		 Delivery of Findings Present Needs Assessment Report to Staff and Admin 	1 session x 2 hrs. = 2 hours 2 hrs. @ \$300/hour x 3 consultants= \$1,800
Pathway Phase 2			
November 2021 - May 2022	Implementation of the Math Support Strategy	Meet with Admin Team to develop a Math Support Strategy based on recommendations	2 sessions x 2 hrs. = 4 hours 4 hrs. @ \$300/hour x 1 consultant = \$1,200

CONSORTIUM FOR EDUCATIONAL CHANGE

		 Professional Learning CCSS Math Standards, Standards-Based Units, and Assessment Design for teachers and admin 	5 sessions x 8 hrs. = 40 hours 40 hrs. @ \$300/hour x 1 consultant = \$12,000
		 Coaching Teachers Build standards-based units (SBU) and instructional strategies 	10 sessions x 8 hrs. = 80 hours 80 hrs. @ \$300/hour x 1 consultant =\$24,000
		 Coaching Admin Build system of curriculum monitoring and accountability Implementation of curriculum monitoring and accountability system 	10 sessions x 2 hrs. = 20 hours 20 hrs. @ \$300/hour x 1 consultant = \$6,000
Progress Monitoring Support - Tier 4			
(tentative) 9/30/21 12/31/21 3/31/22 6/30/22	Progress Monitoring Support - Tier 4	Tier 4 - ISBE Quarterly Report Prep and Quarterly Meeting Participation	4 sessions x 4 hrs. = 16 hours 16 hrs. @ \$300/hour x 1 consultant = \$4,800



Consulting Services Agreement

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Both CEC and the District agree to provide at least 72 hours notice if either is not able to fulfill its commitment to deliver or take delivery of the services under the Scope of Services. If the District cancels within 72 hours, the District shall be responsible for the total contracted amount as defined in the **Scope of Service**.

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Thank you for this opportunity, and we look forward to working with your District. If you are in agreement with the above, please sign below.

Sincerely, Shelly Daylor	
, 0 0	September 22, 2021
Shelley Taylor, Executive Director Consortium for Educational Change	Date
I, Todd Covault, Chief Operational Officer, Decatur School District 61, have a obligations described herein.	read the above and agree to comply with the
Chief Operational Officer	Date



Scope of Services

Todd Covault, Chief Operational Officer

Decatur Public Schools SD 61 101 W. Cerro Gordo St. Decatur, IL 62523 (217) 362-3280

Email Agreement to:

Todd Covault - <u>TCovault@dps61.org</u>
Cc: Dianne Brandt - <u>DMBrandt@dps61.org</u>
Stephanie Strang - <u>SStrang@dps61.org</u>
Mary Ann Schloz - MSchloz@dps61.org

Service Summary

Detailed descriptions of each of these services are provided in the "Detailed Service Description" section on the following pages.

CEC Consulting days are equal to 8 hours.

IL EMPOWER

IL EMPOWER Differentiation Support Franklin Grove Elementary School 12.5 Consultant Days

Total Consulting Days

12.5 Consultant Days

CEC Cost

Total Days: 12.5 days at \$2,400/ day/consultant

\$30,000.00

Total Project Cost

\$30,000.00

CONSORTIUM FOR EDUCATIONAL CHANGE



This section provides a detailed description of each day of work to be performed.

CEC Site Manager: Jenny Seitz

IL EMPOWER Differentiation Support Franklin Grove Elementary School			
Time/Date	Task Name	Cost	
October – May, 2022	Professional Learning • Group sessions - 2 per month	8 months x 2 sessions/month x 2 hrs. = 32 hours 32 hrs. @ \$300/hour = \$9,600	
October – May, 2022	Planning for Professional Learning Sessions • Consultant planning - quarter day per month	8 months x 2 hrs. = 16 hours 16 hrs. @ \$300/hour = \$4,800	
October – May, 2022	Monthly Leadership Sessions Development and implementation of monitoring and accountability system - 1 per month	8 sessions x 1 hrs. = 8 hours 8 hrs. @ \$300/hour = \$2,400	
October – May, 2022	 Coaching Support Sessions Personalized collaboration support sessions for grade level teams - 1 every other month per grade level 	4 months x 7 sessions x 1 hour = 28 hours 28 hrs. @ \$300/hour = \$8,400	
October – May, 2022 Quarterly Meeting	Progress Monitoring Support Tier 4 (Comprehensive) ISBE Quarterly Report Prep and Quarterly Meeting Participation	4 sessions x 4 hrs. = 16 hours 16 hrs. @ \$300/hour = \$4,800	