



DECATUR PUBLIC SCHOOL DISTRICT #61
BOARD OF EDUCATION
AGENDA

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

September 28, 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.

**6:30 PM: Public Hearing regarding the Adoption of the Decatur Public School District 61 (DPS)
FY22 Budget**

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, 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, SEPTEMBER 28, 2021

IO 4.0 PUBLIC PARTICIPATION

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

DI 5.0 STUDENT AMBASSADORS' REPORT

BOARD DISCUSSION

IO 6.0 REPORTS FROM ADMINISTRATION

A. General Opening of School Update

AI 7.0 ROLL CALL ACTION ITEMS

- A. Administrator Salary Schedule Amendment for FY2021-2022
- B. Personnel Action Items
- C. Employment of a Director of P12 Teaching and Learning
- D. Employment of a Principal at South Shores Elementary School
- E. Employment of an Assistant Principal at Parsons Elementary School
- F. Memorandum of Understanding (MOU) between Decatur Public Schools (DPS) and Decatur Education Association (DEA) - School Nurses
- G. Budget for FY2021-2022 for Decatur Public School District 61
- H. Equal Opportunity Schools (EOS) Program
- I. Blackboard Website and ParentLink Mass Notification System Three (3) Year Renewal Agreement and Website Re-design
- J. Johns Hill Landscaping Bids (Reject and Rebid)
- K. Change Request for Johns Hill Magnet School Site Work
- L. Change Request for Montessori Academy for Peace Site Work

AI 8.0 CONSENT ITEMS

- A. Minutes: Open/Closed Session Meetings September 14, 2021
- B. Financial Conditions Report
- C. Treasurer's Report
- D. IMRF Annual Compensation Report
- E. EIS Administrator and Teacher Annual Salary and Benefits Report for FY2020-2021
- F. Human Resources Consultant Three-Year (3) Retainer Agreement between Decatur Public School District 61 and Bushue HR, Inc.
- G. Job Descriptions:
 - a. Coordinator of Transportation
 - b. District Contact Tracer
- H. Learning Partner Contracts for Franklin Grove Elementary and Stephen Decatur Middle School with Consortium for Educational Change (CEC)
- I. Learning Partner Contracts for Stephen Decatur Middle School and American Dreamer Stem Academy with Illinois Association of Regional School Superintendents (IARSS, ROE #39)

- J. Learning Partner Contracts for Stephen Decatur Middle School, Montessori Academy for Peace, Parsons Elementary, Baum Elementary, and Hope Academy with Houghton Mifflin Harcourt (HMH)
- K. Restorative Practices Invoice Payment to Pathways 2 Restorative Leadership
- L. SOPPA Amendment to Parents Rights
- M. Student Online Personal Protection Act (SOPPA)
 - a. Blackboard
 - b. Parchment
 - c. Panorama

IO 9.0 ANNOUNCEMENTS

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

Anthony Diaz, who passed away Monday, September 13, 2021. Mr. Diaz was the brother of Taryn Diaz, 2nd Grade Teacher at Johns Hill Magnet School.


IO 10.0 IMPORTANT DATES

- October**
- 11 Indigenous People's Day
 - **NO SCHOOL and District Offices are Closed**
 - 13 District-wide Half Day of School for ALL Students
 - **Please call your home school for details, if needed**
 - 15 Due date for Immunizations and Physicals for the 2021-2022 School Year

NEXT MEETING

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, October 12, 2021 at the Keil Administration Building.

AI 11.0 ADJOURNMENT



Decatur Public Schools Annual Enrollment Update

2021-2022 School Year

**LAWRENCE TRIMBLE
DIRECTOR OF STUDENT SERVICES
SEPTEMBER 28, 2021**

BOE Policy 6:200 – Instructional Arrangements

Grade	Target Class Size
K-2	22
3-6	25

**There is a 2 student buffer per classroom at each grade level*

Basis for Class Size Adjustments

Grade Level	Target Class Size	Max	PT Assistant	FT Assistant	New Classroom
K-1	22	24	NA	27	30
2	22	24	25	27	30
3-6	25	27	28	30	33

Online Registration 21-22

- ▶ Online registration for the 2021-2022 school year was easier for this second year of implementation.
- ▶ As of 8/16, the school district was at 85.91% registered
 - ▶ 9/24- 90.14% of student population completed online registration
 - ▶ 828 returning students information not updated
- ▶ List of non-registered students sent to every school administrator
- ▶ Looking forward to 22-23 school year
 - ▶ Early marketing push for registration
 - ▶ Incentivizing
 - ▶ Online quick tips
 - ▶ Administrative decision based off student population not completing online registration by 1st day of school

Grade Span- Comparisons

Grade Span	2020-2021	2021-2022	Difference +/-
PK	566	509	-57
K-6	4527	4360	-167
7-8	1244	1164	-80
9-12	2263	2238	-25
Total	8600	8271	-329

Elementary Building Enrollment Comparisons

(Includes magnets and K-8 buildings)

Schools	2020-2021 School Year	2021-2022 School Year	Difference +/-
Baum	257	339	+82
Dennis	643	530	-113
Franklin Grove	237	472	+235
American Dreamer	383	403	+20
Hope Academy	605	555	-50
Johns Hill	492	573	+81
Montessori Academy	657	693	+36
Muffley	402	402	0
Oak Grove	241		
Parsons	347	511	+164
Pershing	461	391	-70
Harris Alt Ed	7	5	-2
RCS	332	312	-20
SEAP	25	36	+11
South Shores	305	306	+1
Stevenson	288		

Secondary Building Enrollment Comparisons

6

Schools	2020-2021	2021-2022	Difference +/-
SDMS	646	506	-140
Harris ALT ED	11	5	-6
SEAP	19	36	+17
EHS	1071	1032	-39
MHS	1171	1149	-22

Live Counts After Drops for 21-22 School Year

School	PreK 3	PreK 4	KG	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Self Contained	TOTAL
Am. Dreamer			45	36	46	44	41	53	48	45	45						403
Baum			51	41	42	43	48	38	51							25	339
Dennis			57	65	48	48	54	61	65	66	66						530
EHS												272	276	238	246		1032
Franklin			72	68	82	74	51	60	65								472
Hope			73	59	67	61	61	49	46	40	38					61	555
Johns Hill			50	60	64	67	66	64	61	73	68						573
MHS												301	305	281	262		1149
Montessori	47	69	72	70	80	57	64	60	64	49	44					17	693
Muffley			56	52	57	58	59	44	42							34	402
Parsons			86	91	75	58	65	64	72								511
Pershing	135	200															335
Harris Alt Ed					1	1	2	1				1	2	1	1		10
Garfield PreK	1	55															56
Robertson			28	28	27	25	27	40	39	44	54						312
SDMS										253	253						506
SEAP				1	3	3	6	4		3	3	2	1	2	8		36
South Shores			58	49	51	44	36	36	32								306
TOTALS	183	324	648	620	643	583	580	574	585	573	571	576	584	522	517	137	8220

**Milligan Academy has 51 DPS 61 students

Enrollment	2019-2020	2020-2021	2021-2022	Difference
District-wide	8,841	8,600	8,271	-329

Classes Over Cap

Grades K-2 **24 Student Cap**

Grades 3-6 **27 Student Cap**

- ▶ South Shores – 3 classes over cap
- ▶ Franklin Grove – 3 classes over cap
- ▶ Hope – 1 KG class over cap
- ▶ Baum – 2 KG classes over cap
- ▶ Muffley – 2 KG classes over cap

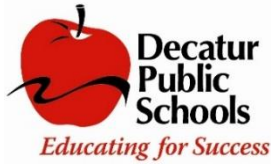
Staffing Adjustments

- Currently, no teaching staff adjustments due to class sizes.
- DEA contract language and Class Size meetings have transpired to come to a resolution regarding classes over cap.
- DPS Administration is monitoring classes relative to the updated Administrative Procedure 7:30.
- Staff Vacancies
 - Currently, there are 66 regular education and cross categorical teacher vacancies.
 - At this time last year, there were 36 regular education and cross categorical teacher vacancies.

Procedure 7:30- Appeals

- ▶ *The District has finalized new boundaries for elementary schools. During this transition, families were given the option to appeal their boundary decision. The 21/22 school year was the final year to allow, if applicable, students to remain in their school of origin based on boundary changes. All student's school assignments moving forward, will be based on the boundary the family currently lives. Boundary requests are reviewed by the Appeals Committee and a decision made regarding the requested school of attendance.*
- ▶ **Boundary Appeals 21/22 school year- 96 total**
 - ▶ **73 Denied**
 - ▶ **23 Approved**

Questions?



Board of Education Decatur Public School District #61

Date: September 28, 2021	Subject: Administrator Salary Schedule Amendment for FY2021-2022
Initiated By: Todd Covault, EdD, Chief Operational Officer	Attachments: Amendment to Administrator Salary Schedule for FY2021-2022
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

A question was previously posed by members of the board regarding the competitive nature of the District's pay for the Director of Buildings and Grounds. The District annually completes an administrative pay report for the Large Unit District Association (LUDA). According to last year's data from the LUDA report for Central Illinois Districts (Springfield, Peoria, Bloomington, McLean 5, Champaign, Urbana, Danville, and Decatur) the average pay for the B&G Top Administrator was \$117,709. Decatur's pay was reported at \$107,159, or 1.11 standard deviations below the reported average.

CURRENT CONSIDERATIONS:

In order to best attract and retain leadership for the Buildings and Grounds Department, administration recommends an increase to the salary schedule base for the Director of Buildings and Grounds in the amount of \$10,133 to make the pay more competitive with the LUDA average.

FINANCIAL CONSIDERATIONS:

Upon locating and hiring a new Director of Buildings and Grounds, the updated salary schedule would be used to assign pay for the new employee based upon his or her experience.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the updated Administrator Salary Schedule Amendment for FY2021-2022 as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

FY 2021-22 Admnistrative Schedule

	0.75%	1.40%	1	2	3	4	5	6	7	8	9	10	11
ASST SUPERINTENDENT	138,918	139,960	141,010	142,068	143,134	144,208	145,290	146,380	147,478	148,584	149,698	150,821	
CHIEF OPERATIONS OFFICER	135,369	136,384	137,407	138,438	139,476	140,522	141,576	142,638	143,708	144,786	145,872	146,966	
EXEC DIRECTOR: INNOVATIVE PROGRAMS	114,410	115,268	116,133	117,004	117,882	118,766	119,657	120,554	121,458	122,369	123,287	124,212	
DIRECTOR: HUMAN RESOURCES	129,792	130,765	131,746	132,734	133,730	134,733	135,743	136,761	137,787	138,820	139,861	140,910	
CHIEF COMMUNICATIONS	115,322	116,187	117,058	117,936	118,821	119,712	120,610	121,515	122,426	123,344	124,269	125,201	
DIRECTOR: P12 TEACH/LEARN	111,462	112,298	113,140	113,989	114,844	115,705	116,573	117,447	118,328	119,215	120,109	121,010	
DIRECTOR: DATA, RESEARCH, AND ACCOUNTABILITY	101,329	102,089	102,855	103,626	104,403	105,186	105,975	106,770	107,571	108,378	109,191	110,010	
DIRECTOR: OPERATIONS	101,329	102,089	102,855	103,626	104,403	105,186	105,975	106,770	107,571	108,378	109,191	110,010	
DIRECTOR: BUILDINGS/GROUNDS	101,329	102,089	102,855	103,626	104,403	105,186	105,975	106,770	107,571	108,378	109,191	110,010	
DIRECTOR: BUILDINGS/GROUNDS	111,462	112,298	113,140	113,989	114,844	115,705	116,573	117,447	118,328	119,215	120,109	121,010	
DIRECTOR: INFORMATION TECHNOLOGY	99,220	99,964	100,714	101,469	102,230	102,997	103,769	104,547	105,331	106,121	106,917	107,719	
ASST DIRECTOR: P12 TEACH/LEARN	99,220	99,964	100,714	101,469	102,230	102,997	103,769	104,547	105,331	106,121	106,917	107,719	
ASST DIRECTOR: FINANCE, GRANTS, AND PROJECTS	99,220	99,964	100,714	101,469	102,230	102,997	103,769	104,547	105,331	106,121	106,917	107,719	
Asst Director: Human Resources	99,220	99,964	100,714	101,469	102,230	102,997	103,769	104,547	105,331	106,121	106,917	107,719	
DIRECTOR: STUDENT SERVICES	96,949	97,676	98,409	99,147	99,891	100,640	101,395	102,155	102,921	103,693	104,471	105,255	
COORDINATOR: HEALTH SERVICES (12 MO)	86,494	87,143	87,797	88,455	89,118	89,786	90,459	91,137	91,821	92,510	93,204	93,903	
DIRECTOR: COMMUNITY ENGAGEMENT	78,940	79,532	80,128	80,729	81,334	81,944	82,559	83,178	83,802	84,431	85,064	85,702	
ASST DIRECTOR: BUILDINGS/GROUNDS	77,216	77,795	78,378	78,966	79,558	80,155	80,756	81,362	81,972	82,587	83,206	83,830	
DOCTORATE STIPEND (Principnal Only)	3,750	-	-	-	-	-	-	-	-	-	-	-	
PRINCIPAL: HIGH SCHOOL (12 MO)	128,874	129,841	130,815	131,796	132,784	133,780	134,783	135,794	136,812	137,838	138,872	139,914	
PRINCIPAL: MIDDLE SCHOOL (12 MO)	101,220	101,979	102,744	103,515	104,291	105,073	105,861	106,655	107,455	108,261	109,073	109,891	
PRINCIPAL: K8 (240)	92,844	93,540	94,242	94,949	95,661	96,378	97,101	97,829	98,563	99,302	100,047	100,797	
PRINCIPAL: ELEMENTARY (240)	92,079	92,770	93,466	94,167	94,873	95,585	96,302	97,024	97,752	98,485	99,224	99,968	
PRINCIPAL: PREK (240)	92,079	92,770	93,466	94,167	94,873	95,585	96,302	97,024	97,752	98,485	99,224	99,968	
PRINCIPAL: ALT ED HEAD OF BLDG (240)	92,079	92,770	93,466	94,167	94,873	95,585	96,302	97,024	97,752	98,485	99,224	99,968	
ASST PRINCIPAL: HS (12 MO)	86,494	87,143	87,797	88,455	89,118	89,786	90,459	91,137	91,821	92,510	93,204	93,903	
ASST PRINCIPAL: MS (200)	73,464	74,015	74,570	75,129	75,692	76,260	76,832	77,408	77,989	78,574	79,163	79,757	
ASST PRINCIPAL: K8 (200)	73,034	73,582	74,134	74,690	75,250	75,814	76,383	76,956	77,533	78,114	78,700	79,290	
ASST PRINCIPAL: ELEMENTARY (200)	72,825	73,371	73,921	74,475	75,034	75,597	76,164	76,735	77,311	77,891	78,475	79,064	
ASST PRINCIPAL: PRK (200)	72,825	73,371	73,921	74,475	75,034	75,597	76,164	76,735	77,311	77,891	78,475	79,064	
ASST PRINCIPAL: ALT ED (200)	72,825	73,371	73,921	74,475	75,034	75,597	76,164	76,735	77,311	77,891	78,475	79,064	
DEAN (195)	68,185	68,696	69,211	69,730	70,253	70,780	71,311	71,846	72,385	72,928	73,475	74,026	
DIRECTOR: MACON-PIATT SPED	117,472	118,353	119,241	120,135	121,036	121,944	122,859	123,780	124,708	125,643	126,585	127,534	
ASST DIRECTOR: MACON-PIATT SPED	99,220	99,964	100,714	101,469	102,230	102,997	103,769	104,547	105,331	106,121	106,917	107,719	
MP: PRINCIPAL ALT ED (SEAP)	84,233	84,865	85,501	86,142	86,788	87,439	88,095	88,756	89,422	90,093	90,769	91,450	
MP: ADMINISTRATOR (SEA)	73,566	74,118	74,674	75,234	75,798	76,366	76,939	77,516	78,097	78,683	79,273	79,868	

FY 2021-22 Administrative Schedule

0.75%	12	13	14	15	16	17	18	19	20	21	22	23
ASST SUPERINTENDENT	151,952	153,092	154,240	155,397	156,562	157,736	158,919	160,111	161,312	162,522	163,741	164,969
CHIEF OPERATIONS OFFICER	148,068	149,179	150,298	151,425	152,561	153,705	154,858	156,019	157,189	158,368	159,556	160,753
EXEC DIRECTOR: INNOVATIVE PROGRAMS	125,144	126,083	127,029	127,982	128,942	129,909	130,883	131,865	132,854	133,850	134,854	135,865
DIRECTOR: HUMAN RESOURCES	141,967	143,032	144,105	145,186	146,275	147,372	148,477	149,591	150,713	151,843	152,982	154,129
CHIEF COMMUNICATIONS	126,140	127,086	128,039	128,999	129,966	130,941	131,923	132,912	133,909	134,913	135,925	136,944
DIRECTOR: P12 TEACH/LEARN	121,918	122,832	123,753	124,681	125,616	126,558	127,507	128,463	129,426	130,397	131,375	132,360
DIRECTOR: DATA, RESEARCH, AND ACCOUNTABILITY	110,835	111,666	112,503	113,347	114,197	115,053	115,916	116,785	117,661	118,543	119,432	120,328
DIRECTOR: OPERATIONS	110,835	111,666	112,503	113,347	114,197	115,053	115,916	116,785	117,661	118,543	119,432	120,328
DIRECTOR: BUILDINGS/GROUNDS	110,835	111,666	112,503	113,347	114,197	115,053	115,916	116,785	117,661	118,543	119,432	120,328
DIRECTOR: BUILDINGS/GROUNDS	121,918	122,832	123,753	124,681	125,616	126,558	127,507	128,463	129,426	130,397	131,375	132,360
DIRECTOR: INFORMATION TECHNOLOGY	108,527	109,341	110,161	110,987	111,819	112,658	113,503	114,354	115,212	116,076	116,947	117,824
ASST DIRECTOR: P12 TEACH/LEARN	108,527	109,341	110,161	110,987	111,819	112,658	113,503	114,354	115,212	116,076	116,947	117,824
ASST DIRECTOR: FINANCE, GRANTS, AND PROJECTS	108,527	109,341	110,161	110,987	111,819	112,658	113,503	114,354	115,212	116,076	116,947	117,824
Asst Director: Human Resources	108,527	109,341	110,161	110,987	111,819	112,658	113,503	114,354	115,212	116,076	116,947	117,824
DIRECTOR: STUDENT SERVICES	106,044	106,839	107,640	108,447	109,260	110,079	110,905	111,737	112,575	113,419	114,270	115,127
COORDINATOR: HEALTH SERVICES (12 MO)	94,607	95,317	96,032	96,752	97,478	98,209	98,946	99,688	100,436	101,189	101,948	102,713
DIRECTOR: COMMUNITY ENGAGEMENT	86,345	86,993	87,645	88,302	88,964	89,631	90,303	90,980	91,662	92,349	93,042	93,740
ASST DIRECTOR: BUILDINGS/GROUNDS	84,459	85,092	85,730	86,373	87,021	87,674	88,332	88,994	89,661	90,333	91,010	91,693
DOCTORATE STIPEND (Principal Only)	-	-	-	-	-	-	-	-	-	-	-	-
PRINCIPAL: HIGH SCHOOL (12 MO)	140,963	142,020	143,085	144,158	145,239	146,328	147,425	148,531	149,645	150,767	151,898	153,037
PRINCIPAL: MIDDLE SCHOOL (12 MO)	110,715	111,545	112,382	113,225	114,074	114,930	115,792	116,660	117,535	118,417	119,305	120,200
PRINCIPAL: K8 (240)	101,553	102,315	103,082	103,855	104,634	105,419	106,210	107,007	107,810	108,619	109,434	110,255
PRINCIPAL: ELEMENTARY (240)	100,718	101,473	102,234	103,001	103,774	104,552	105,336	106,126	106,922	107,724	108,532	109,346
PRINCIPAL: PREK (240)	100,718	101,473	102,234	103,001	103,774	104,552	105,336	106,126	106,922	107,724	108,532	109,346
PRINCIPAL: ALT ED HEAD OF BLDG (240)	100,718	101,473	102,234	103,001	103,774	104,552	105,336	106,126	106,922	107,724	108,532	109,346
ASST PRINCIPAL: HS (12 MO)	94,607	95,317	96,032	96,752	97,478	98,209	98,946	99,688	100,436	101,189	101,948	102,713
ASST PRINCIPAL: MS (200)	80,355	80,958	81,565	82,177	82,793	83,414	84,040	84,670	85,305	85,945	86,590	87,239
ASST PRINCIPAL: K8 (200)	79,885	80,484	81,088	81,696	82,309	82,926	83,548	84,175	84,806	85,442	86,083	86,729
ASST PRINCIPAL: ELEMENTARY (200)	79,657	80,254	80,856	81,462	82,073	82,689	83,309	83,934	84,564	85,198	85,837	86,481
ASST PRINCIPAL: PRK (200)	79,657	80,254	80,856	81,462	82,073	82,689	83,309	83,934	84,564	85,198	85,837	86,481
ASST PRINCIPAL: ALT ED (200)	79,657	80,254	80,856	81,462	82,073	82,689	83,309	83,934	84,564	85,198	85,837	86,481
DEAN (195)	74,581	75,140	75,704	76,272	76,844	77,420	78,001	78,586	79,175	79,769	80,367	80,970
DIRECTOR: MACON-PIATT SPED	128,491	129,455	130,426	131,404	132,390	133,383	134,383	135,391	136,406	137,429	138,460	139,498
ASST DIRECTOR: MACON-PIATT SPED	108,527	109,341	110,161	110,987	111,819	112,658	113,503	114,354	115,212	116,076	116,947	117,824
MP: PRINCIPAL ALT ED (SEAP)	92,136	92,827	93,523	94,224	94,931	95,643	96,360	97,083	97,811	98,545	99,284	100,029
MP: ADMINISTRATOR (SEA)	80,467	81,071	81,679	82,292	82,909	83,531	84,157	84,788	85,424	86,065	86,710	87,360

FY 2021-22 Administrative Schedule

0.75%	24	25	26	27	28	29	30
ASST SUPERINTENDENT	166,206	167,453	168,709	169,974	171,249	172,533	173,827
CHIEF OPERATIONS OFFICER	161,959	163,174	164,398	165,631	166,873	168,125	169,386
EXEC DIRECTOR: INNOVATIVE PROGRAMS	136,884	137,911	138,945	139,987	141,037	142,095	143,161
DIRECTOR: HUMAN RESOURCES	155,285	156,450	157,623	158,805	159,996	161,196	162,405
CHIEF COMMUNICATIONS	137,971	139,006	140,049	141,099	142,157	143,223	144,297
DIRECTOR: P12 TEACH/LEARN	133,353	134,353	135,361	136,376	137,399	138,429	139,467
DIRECTOR: DATA, RESEARCH, AND ACCOUNTABILITY	121,230	122,139	123,055	123,978	124,908	125,845	126,789
DIRECTOR: OPERATIONS	121,230	122,139	123,055	123,978	124,908	125,845	126,789
DIRECTOR: BUILDINGS/GROUNDS	121,230	122,139	123,055	123,978	124,908	125,845	126,789
DIRECTOR: BUILDINGS/GROUNDS	133,353	134,353	135,361	136,376	137,399	138,429	139,467
DIRECTOR: INFORMATION TECHNOLOGY	118,708	119,598	120,495	121,399	122,309	123,226	124,150
ASST DIRECTOR: P12 TEACH/LEARN	118,708	119,598	120,495	121,399	122,309	123,226	124,150
ASST DIRECTOR: FINANCE, GRANTS, AND PROJECTS	118,708	119,598	120,495	121,399	122,309	123,226	124,150
Asst Director: Human Resources	118,708	119,598	120,495	121,399	122,309	123,226	124,150
DIRECTOR: STUDENT SERVICES	115,990	116,860	117,736	118,619	119,509	120,405	121,308
COORDINATOR: HEALTH SERVICES (12 MO)	103,483	104,259	105,041	105,829	106,623	107,423	108,229
DIRECTOR: COMMUNITY ENGAGEMENT	94,443	95,151	95,865	96,584	97,308	98,038	98,773
ASST DIRECTOR: BUILDINGS/GROUNDS	92,381	93,074	93,772	94,475	95,184	95,898	96,617
DOCTORATE STIPEND (Principal Only)	-	-	-	-	-	-	-
PRINCIPAL: HIGH SCHOOL (12 MO)	154,185	155,341	156,506	157,680	158,863	160,054	161,254
PRINCIPAL: MIDDLE SCHOOL (12 MO)	121,102	122,010	122,925	123,847	124,776	125,712	126,655
PRINCIPAL: K8 (240)	111,082	111,915	112,754	113,600	114,452	115,310	116,175
PRINCIPAL: ELEMENTARY (240)	110,166	110,992	111,824	112,663	113,508	114,359	115,217
PRINCIPAL: PREK (240)	110,166	110,992	111,824	112,663	113,508	114,359	115,217
PRINCIPAL: ALT ED HEAD OF BLDG (240)	110,166	110,992	111,824	112,663	113,508	114,359	115,217
ASST PRINCIPAL: HS (12 MO)	103,483	104,259	105,041	105,829	106,623	107,423	108,229
ASST PRINCIPAL: MS (200)	87,893	88,552	89,216	89,885	90,559	91,238	91,922
ASST PRINCIPAL: K8 (200)	87,379	88,034	88,694	89,359	90,029	90,704	91,384
ASST PRINCIPAL: ELEMENTARY (200)	87,130	87,783	88,441	89,104	89,772	90,445	91,123
ASST PRINCIPAL: PRK (200)	87,130	87,783	88,441	89,104	89,772	90,445	91,123
ASST PRINCIPAL: ALT ED (200)	87,130	87,783	88,441	89,104	89,772	90,445	91,123
DEAN (195)	81,577	82,189	82,805	83,426	84,052	84,682	85,317
DIRECTOR: MACON-PIATT SPED	140,544	141,598	142,660	143,730	144,808	145,894	146,988
ASST DIRECTOR: MACON-PIATT SPED	118,708	119,598	120,495	121,399	122,309	123,226	124,150
MP: PRINCIPAL ALT ED (SEAP)	100,779	101,535	102,297	103,064	103,837	104,616	105,401
MP: ADMINISTRATOR (SEA)	88,015	88,675	89,340	90,010	90,685	91,365	92,050



Board of Education Decatur Public School District #61

Date: September 28, 2021	Subject: Personnel Action
Initiated By: Jason M. Hood, Director of Human Resources, and the Human Resources Department	Attachments: 7 Pages of Personnel Action
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

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

CURRENT CONSIDERATIONS:

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

FINANCIAL CONSIDERATIONS:

These positions are in the budget.

STAFF RECOMMENDATION:

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

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

To: Board of Education
From: Jason M. Hood
Director of Human Resources
Date: September 23, 2021
Board Date: September 28, 2021
Re: Personnel Action

EMPLOYMENT RECOMMENDATIONS

TEACHERS:

Name	Position	Effective Date
Haley Burton	Business, MacArthur	September 20, 2021
Anika Steger	Math, MacArthur	September 20, 2021

TEACHING ASSISTANTS:

Name	Position	Effective Date
Michael Carr	Grade 3 Assistant, Franklin Grove	August 30, 2021
Kaylee Rigsby	Alternative Ed Assistant, William Harris	September 13, 2021
Kateriona Thomas	K/1 Instructional Assistant, Montessori Academy for Peace	September 27, 2021
Akeem Topps	Care(Calm)/Recovery Room Assistant, Eisenhower	September 20, 2021

SCHEDULE B:

Name	Position	Effective Date
Stephani Bellinger	.5 FTE Scholastic Bowl Coach, Johns Hill	September 20, 2021
Debbie Boerger	.5 FTE Social Studies Department Head, Stephen Decatur	September 13, 2021
Matthew Brewer	2nd - 6th Grade Winter Wrestling Pilot Assistant Coach, Stephen Decatur	December 7, 2021
Krista Hudson	Alternative Education High School Department Head, William Harris	September 15, 2021
Leslie Johnson	.5 FTE Scholastic Bowl Coach, Johns Hill	September 20, 2021

Michael Karas	Assistant Wrestling Coach, Eisenhower	November 29, 2021
TaCharra Parsons	7th Grade Girls Basketball, Johns Hill	August 30, 2021
Zachary Senger	Scholastic Bowl Coach, Stephen Decatur	September 13, 2021
Zachary Senger	.5 FTE Social Studies Department Head, Stephen Decatur	September, 13, 2021

MAINTENANCE:

Name	Position	Effective Date
Derek Reynolds	2nd Shift Maintenance Worker, Buildings & Grounds	September 27, 2021

CUSTODIANS:

Name	Position	Effective Date
Tesean Bond	1st Shift Custodian, All Schools, Buildings & Grounds	October 4, 2021
Antoinette Dawson	2nd Shift Custodian, All Schools, Buildings & Grounds	September 27, 2021
Kevin Farrington	2nd Shift Custodian, All Schools, Buildings & Grounds	September 27, 2021
Tom Followell	2nd Shift Custodian, South Shores	September 15, 2021
Eric Heckman	2nd Shift Custodian, All Schools, Buildings & Grounds	September 20, 2021
Sherman Hudson	2nd Shift Custodian, All Schools, Buildings & Grounds	October 4, 2021
Tenia Jones-Ray	1st Shift Custodian, All Schools, Buildings & Grounds	October 4, 2021
Presse Matthews	2nd Shift Custodian, All Schools, Buildings & Grounds	October 4, 2021
Martiece O'Neal	2nd Shift Custodian, All Schools, Buildings & Grounds	September 20, 2021

Orlando Owens	1st Shift Custodian, All Schools, Buildings & Grounds	September 20, 2021
Dylan Rager	1st Shift Custodian, Dennis Mosaic	September 27, 2021
Trey Rainer	2nd Shift Custodian, Eisenhower	October 4, 2021
Amy Taylor	2nd Shift Custodian, Macon Piatt/Buildings & Grounds	September 27, 2021
Kimberly Taylor	2nd Shift Custodian, Baum/Montessori Academy for Peace	September 27, 2021
Steven Taylor	1st Shift Custodian, All Schools, Buildings & Grounds	September 27, 2021
Adam Tyson	2nd Shift Custodian, Eisenhower	September 27, 2021
Linda Vording	2nd Shift Custodian, Alternative Ed	October 4, 2021
Sabrina Wilder	1st Shift Custodian, All Schools, Buildings & Grounds	October 4, 2021

EXTENDED DAY PROGRAM (ADDITIONAL ASSIGNMENTS)

CERTIFIED STAFF:

Name	Position	Effective Date
Lindsay Kasza	Certified Staff, Hope Academy	September 9, 2021

NON CERTIFIED STAFF:

Name	Position	Effective Date
Karlie Clark	Non Certified Staff, Muffley	September 14, 2021
Travontaye Claypool	Non Certified Staff, Montessori Academy for Peace	September 13, 2021
Elizabeth Rogers	Non Certified Staff, Pershing AM	September 14, 2021
Taylor Schippert	Non Certified Staff, Muffley	September 10, 2021
Chyra Shonkwiler	Non Certified Staff, Dennis PM	September 3, 2021

TRANSFERS**TEACHERS:**

Name	Position	Effective Date
Jodi Folmsbee	From Kindergarten, Muffley to Kindergarten, Johns Hill	October 18, 2021
Rebekah Novak-Ewell	From Cross Categorical, Dennis Kaleidoscope to Alternative Ed Intervention, William Harris	September 13, 2021
Shannon O'Connor	From Social Worker, South Shores to Social Worker, William Harris/ Baum	September 10, 2021
Crystal Rora	From Grade 2, South Shores to Grade 1, Franklin Grove	October 18, 2021
Doug Sprague	From .7 FTE Physical Education, South Shores to Health, Stephen Decatur	October 4, 2021

OFFICE PERSONNEL:

Name	Position	Effective Date
Stacey Boline	From K-8 Elementary Secretary, Part-time, 6 hours per day, Dennis Mosaic to Alternative Ed Secretary, Part-time, 4 hours per day, William Harris	September 27, 2021

TEACHING ASSISTANTS:

Name	Position	Effective Date
Jaquay Owens	From Special Ed Assistant, Baum, 6 hours per day to K/1 Instructional Assistant, Baum, 6 hours per day	September 27, 2021
Lara Davis	From Library Media Assistant, Parsons, 5 hours per day to Library Media Assistant, Parsons, 6 hours per day	August 11, 2021
Alisa Jenkins	From Library Media Assistant, Baum, 5 hours per day to Library Media Assistant, Baum, 6 hours per day	August 11, 2021

Steven Kleist	From Cross Categorical Assistant, Stephen Decatur, 6.25 hours per day to Special Ed Assistant, Franklin Grove, 6 hours per day	September 27, 2021
Janet Loehr	From Library Media Assistant, Dennis Mosaic, 5 hours per day to Library Media Assistant, Dennis Mosaic, 6 hours per day	August 11, 2021
Abby Martin	From Library Media Assistant, Dennis Kaleidoscope, 5 hours per day to Library Media Assistant, Dennis Kaleidoscope, 6 hours per day	August 11, 2021
Macie Mowry	From Alternative Ed Assistant, William Harris, 6.25 hours per day to K/1 Instructional Assistant, Baum, 6 hours per day	October 4, 2021
Sally Myers	From Library Media Assistant, Franklin Grove, 5 hours per day to Library Media Assistant, Franklin Grove, 6 hours per day	August 11, 2021

OUTREACH PERSONNEL:

Name	Position	Effective Date
Pamela Jennings	From School/Family Liaison, Montessori Academy for Peace, 4.5 hours per day to School/Family Liaison, Montessori Academy for Peace, 5.5 hours per day	August 11, 2021

CUSTODIANS:

Name	Position	Effective Date
Robin Anderson	From 1st Shift Custodian, Johns Hill to 1st Shift Head Custodian, Johns Hill	September 13, 2021
Donald Green	From 2nd Shift Custodian, All Schools, Buildings & Grounds to 2nd Shift Custodian, MacArthur	September 20, 2021
Anthony Halliburton	From 2nd Shift Custodian, Eisenhower/Muffley to 1st Shift Custodian, All Schools, Buildings & Grounds	September 13, 2021

Kyla Patton	From 2nd Shift Custodian, Parsons to 1st Shift Custodian, Dennis Kaleidoscope	September 20, 2021
Latrell Phillips	From 1st Shift Custodian, American Dreamer to 2nd Shift Custodian, Eisenhower	September 20, 2021
Larry Preston	From 2nd Shift Custodian, Johns Hill to 2nd Shift Head Custodian, Johns Hill	September 13, 2021

CATEGORY CHANGES:

Name	Position	Effective Date
Tana Link	From School/Family Liaison, Muffley to Secretary to the Elementary Principal, Muffley	September 20, 2021

EXTENDED DAY PROGRAM (ADDITIONAL ASSIGNMENTS)

NON CERTIFIED STAFF:

Name	Position	Effective Date
Alexis Newbon	From Non Certified Staff Site Coordinator, Montessori/Baum to Non Certified Staff Site Coordinator, Montessori Academy for Peace	August 3, 2021
Kaelee Queary	From Non Certified Staff, American Dreamer to Non Certified Staff Site Coordinator, American Dreamer	August 9, 2021
Timothy Shelley	From Non Certified Staff, Keil to Non Certified Staff, Muffley	August 24, 2021

RESIGNATIONS

TEACHER:

Name	Position	Effective Date
Crystal Lyons	English, Eisenhower	September 24, 2021

ADMINISTRATIVE SUPPORT:

Name	Position	Effective Date
Shelby Brown	Human Resources Analyst, Human Resources	October 1, 2021

EXTENDED DAY PROGRAM (ADDITIONAL ASSIGNMENTS)**CERTIFIED STAFF:**

Name	Position	Effective Date
Patricia Elam	Certified Staff, Johns Hill	September 20, 2021

NON CERTIFIED STAFF:

Name	Position	Effective Date
Roberta Tally	Non Certified Staff, Montessori Academy for Peace	September 30, 2021
Jordan Whytus	Non Certified Staff, South Shores	September 20, 2021

RETIREMENT**ADMINISTRATIVE SUPPORT:**

Name	Position	Effective Date
Marie Jagger-Taylor	Arts Education Specialist, Keil	September 30, 2021

COMPENSATION RECOMMENDATIONS:

- The following staff members should be compensated **\$100.00** for participating in Summer PD on August 10, 2021 at Dennis:
Brianna Fink

To: Bobbi Williams, Interim Superintendent
From: Jason M. Hood, Director of Human Resources
Date: September 28, 2021
Re: Administrative Recommendation

The following person is recommended for the position of P-12 Director of Teaching and Learning.

Marques Stewart

Moving from the P-12 Assistant Director of Teaching and Learning (step 18 at \$113,503.00) at PDI to P-12 Director of Teaching and Learning (step 18 at \$127,507.00) at PDI.

Education:

2006	Ed.S	Educational Leadership, Alabama State University
2004	M.S.	Education, Alabama State University
2001	B.S.	Elementary Education, Alabama State University

Experience:

2021 - present	P-12 Assistant Director of Teaching and Learning, Decatur Public School District, Decatur, IL
2020 - 2021	Assistant Principal, Atlanta Public Schools, Atlanta, GA
2015 - 2019	Principal, Atlanta Public Schools, Atlanta, GA
2012 - 2015	Turnaround Principal/Master Principal, Education Achievement Authority of Michigan, Detroit, MI
2010 - 2012	Turnaround Principal, Kansas City Public Schools, Kansas City, MO
2009 - 2010	Assistant Principal, Tuscaloosa City Schools, Tuscaloosa, AL
2005 - 2009	Assistant Principal/Principal/MS Education Specialist, Literacy Coach, Lowndes County Public Schools, Hayneville, AL
2003 - 2005	Teacher, Selma City Schools, Selma, AL
2001 - 2003	Teacher, Montgomery Public Schools, Montgomery, AL

For payroll purposes only

Effective: September 29, 2021

Pro-rated: Yes ☒ No

Level: Step: 18

Pro-rated contract

Number of pro-rated contract days: 197

Salary: \$96,240.92

TRS: as allowable

Base Salary: \$127,507.00

Number of full contract days: 261

TRS: as allowable

Illinois Certificate Number: 1291916

Salary approved _____

Date _____

P-12 DIRECTOR OF TEACHING AND LEARNING CONTRACT
Fiscal Year 2021-2024

This Contract made and entered into this 28th day of September, 2021 by and between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter “the Board” or “the District”) and **Marques L. Stewart** (hereinafter “the P-12 Director of Teaching and Learning”), and ratified at the meeting of the Board held on September 28, 2021, as found in the minutes of that meeting.

IT IS AGREED:

1. Employment. The P-12 Director of Teaching and Learning is hereby hired and retained from September 29, 2021, to June 30, 2024, as P-12 Director of Teaching and Learning for the District.

2. Duties. The duties and responsibilities of the P-12 Director of Teaching and Learning shall be all those duties incident to the office of the P-12 Director of Teaching and Learning as set forth in the job description, a copy of which can be found in the employee’s file; those obligations imposed by the law of the State of Illinois upon a P-12 Teaching and Learning Director; and to perform such other duties normally performed by a P-12 Director of Teaching and Learning as from time to time may be assigned to the P-12 Director of Teaching and Learning by the Superintendent of Schools or the Board. The work day, work year, contract year and holidays and holiday pay for the P-12 Director of Teaching and Learning shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

3. Salary. The Board shall set the salary for the P-12 Director of Teaching and Learning. For the 2021-2022 fiscal year the amount of the P-12 Director of Teaching and Learning’s salary shall be set by the Board but shall not be less than **One Hundred Twenty-Seven Thousand Five Hundred and Seven Dollars and no/100 (\$127,507.00)** per annum and his prorated salary for the period September 29, 2021 to June 30, 2024 shall be **Ninety-Six Thousand Two Hundred Forty Dollars 92/100 (\$96,240.92)** and for each subsequent year of the Contract an amount to be determined before the beginning of each subsequent Contract year, but in no case shall the salary be less than the amount for the previous Contract year (per annum salary). The P-12 Director of Teaching and Learning hereby agrees to devote such time, skill, labor and attention to his employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of P-12 Director of Teaching and Learning for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of an approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the P-12 Director of Teaching and Learning, nor that the termination date of this Contract has been in any way extended, unless so stated in the Board motion.

4. Pension. In addition to the salary of the P-12 Director of Teaching and Learning as

set forth hereinabove in paragraph 3, the Board shall pay 9.8901% of the salary set forth in paragraph 3 (or 9% deducted from the resulting gross. The resulting gross shall be computed by adding the salary in paragraph 3 to 9.8901% of the salary paragraph 3) as an employer paid pension contribution consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36. Such payments shall be consideration for this Contract, shall be creditable earnings for purposes of Teacher Retirement System pension calculations and the P-12 Director of Teaching and Learning did not have the option of choosing to receive such amount directly instead of having such contribution paid by the employer to the Teacher Retirement System of the State of Illinois.

5. T.H.I.S. From and out of the salary and pension payments of the P-12 Director of Teaching and Learning, as set forth hereinabove in paragraphs 3 and 4, the Board shall withhold any such amount as may be required by law, on behalf of the P-12 Director of Teaching and Learning to the Teacher Health Insurance Security Fund.

6. Academic Improvement and Student Performance Goals. This Contract is a performance-based Contract linked to student performance, academic improvement, and other district performance-based goals. The parties agree that in the initial year of this Contract, July 1, 2021 through June 30, 2022, the P-12 Director of Teaching and Learning shall develop with input from the Board of Education and the Superintendent, said performance goals, as well as indicators that define success criteria for the same. The above shall be submitted to the Board no later than October 1, 2021 for Board review and scheduled for Board approval thereafter not later than December 1, 2021.

7. Evaluation. Annually, but no later than March 1st of each year, the Superintendent or designee shall review with the P-12 Director of Teaching and Learning progress toward established goals and working relationships among the Superintendent, the District leadership team, principals, the faculty, the staff and the community, and shall consider the P-12 Director of Teaching and Learning's annual salary for the next subsequent year (if any). A summary of the evaluation will be provided to the P-12 Director of Teaching and Learning in writing within 30 days following the evaluation, pursuant to the district's evaluation plan for administrators.

8. License. The P-12 Director of Teaching and Learning shall furnish to the Board, during the term of this Contract, a valid and appropriate license to act as P-12 Director of Teaching and Learning in accordance with the laws of the State of Illinois and as directed by the Superintendent and Board.

9. Other Work. The P-12 Director of Teaching and Learning may undertake consultative work, speaking engagements, writing, lecturing, college or university teaching, and other professional duties and obligations provided that these activities do not interfere with the effective performance of his duties as P-12 Director of Teaching and Learning. The Director shall have the responsibility to discuss with the Superintendent or Assistant Superintendent and mutually agree to such outside activity in a timely fashion.

10. Discharge for Good Cause. Throughout the term of this Contract, the P-12 Director of Teaching and Learning shall be subject to discharge for good cause provided, however,

that the Board shall not arbitrarily or capriciously call for dismissal and that the P-12 Director of Teaching and Learning shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the P-12 Director of Teaching and Learning chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by the P12 Teaching and Learning Director. Failure to comply with the terms and conditions of this Contract shall also be sufficient cause for purposes of discharge, as provided in this Contract.

11. Termination by Contract. During the term of this Contract, the Board and P-12 Director of Teaching and Learning may mutually agree, in writing, to terminate this Contract.

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

13. Professional Activities. The P-12 Director of Teaching and Learning shall be encouraged to attend appropriate professional meetings at the local, state, and national levels. Within budget constraints, such costs of attendance shall be paid by the Board upon receipt of a full, itemized account of such costs.

14. Reimbursement for Use of Personal Car. The Board shall pay the Internal Revenue Service rate to the P-12 Director of Teaching and Learning for vouchered reimbursable mileage expenses incurred by the P-12 Director of Teaching and Learning while using the P-12 Director of Teaching and Learning's personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations.

15. Membership Dues. The Board shall pay the cost of P-12 Director of Teaching and Learning's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

16. Medical Insurance. P-12 Director of Teaching and Learning shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

17. Life Insurance. P-12 Director of Teaching and Learning shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

18. Vacation. P-12 Director of Teaching and Learning shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

19. Sick Leave and Personal Leave. P-12 Director of Teaching and Learning shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

20. Disability. Should the P-12 Director of Teaching and Learning be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the P-12 Assistant Director of Teaching and Learning's control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for sixty (60) days after the exhaustion of accumulated leave days (including FMLA) and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the P-12 Director of Teaching and Learning's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. The P-12 Director of Teaching and Learning shall provide medical evidence of his ability to perform the essential functions of his job to the Board President upon request.

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

22. Residency. P-12 Director of Teaching and Learning's residency within the boundaries of the Macon County was required at the time of his employment and shall be required during the entire term of his employment by the District. Failure to establish and maintain residency within the political boundaries of Macon County shall be deemed material breach of Contract and shall be sufficient cause to terminate this Contract.

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

To the Board:

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

To the P12 Teaching and Learning Director:

Marques L. Stewart
(address on file)

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

25. Contract Extension. At the end of any year of this Contract, the Board and P-12 Director of Teaching and Learning may mutually agree to extend the employment of the P-12 Director of Teaching and Learning for a multi-year period of up to five (5) years. In such event, the Board shall take specific action to discontinue this Contract and enter into a multi-year Contract

of Employment as allowed by law. Notwithstanding the foregoing, prior to April 1 of the year in which this Contract expires, the Board shall take action to extend or not to extend the terms of this Contract for one additional year, and shall notify the P-12 Director of Teaching and Learning in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year.

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

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

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

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

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

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

**P-12 Director of
Teaching and Learning**

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

By: _____
President

ATTEST:

Secretary

To: Bobbi Williams, Interim Superintendent
From: Jason M. Hood, Director of Human Resources
Date: September 28, 2021
Re: Administrative Recommendation

The following person is recommended for the position of Principal at South Shores.

Kristi Mullinix

Moving from the Assistant Principal (step 13 at \$84,363.00) at Dennis Kaleidoscope to Principal (step 13 at \$101,473.00) at South Shores.

Education:

2015	MS	Teacher Leadership Administration, Eastern Il University, Charleston, IL
2008	MS	Curriculum and Instruction, Illinois State University, Bloomington, IL
1997	BS	Elementary Education, Millikin University, Decatur, IL

Experience:

2019 – present	Assistant Principal, Decatur Public School District, Decatur, IL
1997 – 2019	Itinerant Teacher, Decatur Public School District, Decatur IL

For payroll purposes only

Effective: September 29, 2021

Pro-rated: Yes X No

Level: Step: 13

Pro-rated contract

Number of pro-rated contract days: 179

Salary: \$75,681.95

TRS: as allowable

Base Salary: \$101,473.00

Number of full contract days: 240

TRS: as allowable

Illinois Certificate Number: 479470

Account Number: 10.60.2410.0103.0.110 98%
80.60.2410.0103.0.110 2%

Salary approved _____

Date _____

PRINCIPAL'S CONTRACT

Fiscal Year 2021-2022

This Contract made and entered into this 28th day of September, 2021 by and between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board") and **Kristi Mullinix**, (hereinafter "the Principal"), ratified at the meeting of the Board held on September 28, 2021 as found in the minutes of that meeting.

IT IS AGREED:

1. **Employment.** The Principal is hereby hired and retained from September 29, 2021 to June 30, 2022, as Principal – Elementary School.

2. **Duties.** The duties and responsibilities of the Principal shall be all those duties incident to the office of the Principal as set forth in the job description, a copy of which can be found in the employee's personnel file; those obligations imposed by the law of the State of Illinois upon an Principal – Elementary School; and to perform such other duties normally performed by an Principal as from time to time may be assigned to the Principal by the Superintendent of Schools or the Board. The work day, work year, contract year and holidays and holiday pay for the Principal shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

3. **Salary.** The Board shall set the Principal's salary. For the 2021-2022 fiscal year (July 1, 2021 to June 30, 2022) the amount of the Principal's salary shall be set by the Board but shall not be less than **One Hundred One Thousand Four Hundred Seventy-Three 00/100 (\$101,473.00)** per annum and her pro-rated salary for the period September 29, 2021 to June 30, 2022 shall be **Seventy-Six Thousand Six Hundred Eighty-One Dollars and 95/100 (\$75,681.95)**. The Principal hereby agrees to devote such time, skill, labor and attention to her employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of Principal for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of a Board approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Principal, nor that the termination date of this Contract has been in any way extended, unless so stated in the Board approved amendment.

4. **Pension.** In addition to the salary of the Principal as set forth hereinabove in paragraph 3, the Board shall pay 9.8901% of the salary set forth in paragraph 3 (or 9% deducted from the resulting gross. The resulting gross shall be computed by adding the salary in paragraph 3 to 9.8901% of the salary paragraph 3) as an employer paid pension contribution consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36. Such payments shall be consideration for this contract, shall be creditable earnings for purposes of Teacher Retirement System pension calculations and the Principal did not have the option of choosing to receive such amount directly instead of having such contribution paid by the employer

to the Teacher Retirement System of the State of Illinois.

5. T.H.I.S. From and out of the salary and pension payments of the Principal as set forth hereinabove in paragraphs 3 and 4 the Board shall withhold any such amount as may be required by law, on behalf of the Principal to the Teacher Health Insurance Security Fund.

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

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

8. Other Work. The Principal may undertake consultative work, speaking engagements, writing, lecturing, college or university teaching, and other professional duties and obligations provided that these activities do not interfere with the effective performance of her duties as Principal. The Principal shall have the responsibility to discuss with the Superintendent or Assistant Superintendent and mutually agree of such outside activity in a timely fashion.

9. Discharge for Good Cause. Throughout the term of this Contract, the Principal shall be subject to discharge for good cause provided, however, that the Board shall not arbitrarily or capriciously call for dismissal and that the Principal shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Principal chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by the Principal. Failure to comply with the terms and conditions of this Contract shall also be sufficient cause for purposes of discharge as provided in this Contract.

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

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

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

13. Reimbursement for Use of Personal Car. The Board shall pay the Internal Revenue Service rate to the Principal for vouchered reimbursable mileage expenses incurred by

the Principal while using the Principal's personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations.

14. Membership Dues. The Board shall pay the cost of the Principal's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

15. Medical Insurance. The Principal shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

16. Life Insurance. The Principal shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

17. Vacation. The Principal shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

18. Sick Leave and Personal Leave. The Principal shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

19. Disability. Should the Principal be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Principal's control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for sixty (60) days after the exhaustion of accumulated leave days (including FMLA) and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Principal's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. The Principal shall provide medical evidence of illness to the Board President upon request.

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

21. Residency. Principal's residency within the boundaries of Macon County was required at the time of her employment and shall be required during the entire term of her employment by the District. She shall establish residency within the political boundaries of Macon County prior to August 1, 2021. Failure to establish and maintain residency within the political

boundaries of the Macon County shall be deemed material breach of Contract and shall be sufficient cause to terminate this Contract.

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

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

To the Principal:
Kristi Mullinix
last known address

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

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

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

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

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

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

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

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

Principal

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

By: _____
President

ATTEST:

Secretary

To: Bobbi Williams, Interim Superintendent
From: Jason M. Hood, Director of Human Resources
Date: September 28, 2021
Re: Administrative Recommendation

The following person is recommended for the position of the Assistant Principal at Parsons.

Talitha Hays

Moving from the Dean (step 9 at \$72,928.00) at Hope Academy to Assistant Principal (step 9 at \$77,891.00) at Parsons.

Education:

2016 M.S. Educational Leadership, Eastern Illinois University, Charleston, Illinois
2005 B.S. Education, Eastern Illinois University, Charleston, Illinois

Experience:

2019 – present Dean, Decatur Public School District, Decatur, IL
2012 – 2019 Instructional Specialist, Decatur Public School District, Decatur, IL
2006 – 2012 Math Teacher, Decatur Public School District, Decatur, IL

For payroll purposes only

Effective: September 29, 2021

Pro-rated Yes: ☒ No: ☐ Level: Step: 9

Pro-rated contract

Base: \$59,976.07 Number of pro-rated contract days: 154
TRS: as allowable

Base: \$77,891.00 Number of full contract days: 200
TRS: as allowable

Certified Number: 670430

Account Number: 10.49.2410.0103.0.112

Salary Approved _____

Date _____

ASSISTANT PRINCIPAL'S CONTRACT

Fiscal Year 2021-2022

This Contract made and entered into this 28th day of September, 2021 by and between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board") and **Talitha Hays**, (hereinafter "the Assistant Principal"), ratified at the meeting of the Board held on September 28, 2021 as found in the minutes of that meeting.

IT IS AGREED:

1. **Employment.** The Assistant Principal is hereby hired and retained from September 29, 2021 to June 30, 2022, as Assistant Principal – Elementary School.

2. **Duties.** The duties and responsibilities of the Assistant Principal shall be all those duties incident to the office of the Assistant Principal as set forth in the job description, a copy of which can be found in the employee's personnel file; those obligations imposed by the law of the State of Illinois upon an Assistant Principal – Elementary School; and to perform such other duties normally performed by an Assistant Principal as from time to time may be assigned to the Assistant Principal by the Superintendent of Schools or the Board. The work day, work year, contract year and holidays and holiday pay for the Assistant Principal shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

3. **Salary.** The Board shall set the Assistant Principal's salary. For the 2021-2022 fiscal year (July 1, 2021 to June 30, 2022) the amount of the Assistant Principal's salary shall be set by the Board but shall not be less than **Seventy-Seven Thousand Eight Hundred Ninety-One 00/100 (\$77,891.00)** and per annum and her pro-rated salary for the period September 29, 2021 to June 30, 2022 shall be **Fifty-Nine Thousand Nine Hundred Seventy-Six Dollars and 07/100 (\$59,976.07)**. The Assistant Principal hereby agrees to devote such time, skill, labor and attention to her employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of Assistant Principal for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of a Board approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Assistant Principal, nor that the termination date of this Contract has been in any way extended, unless so stated in the Board approved amendment.

4. **Pension.** In addition to the salary of the Assistant Principal as set forth hereinabove in paragraph 3, the Board shall pay 9.8901% of the salary set forth in paragraph 3 (or 9% deducted from the resulting gross. The resulting gross shall be computed by adding the salary in paragraph 3 to 9.8901% of the salary paragraph 3) as an employer paid pension contribution consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36. Such payments shall be consideration for this contract, shall be creditable earnings for purposes of Teacher Retirement System pension calculations and the Assistant Principal did not have the

option of choosing to receive such amount directly instead of having such contribution paid by the employer to the Teacher Retirement System of the State of Illinois.

5. T.H.I.S. From and out of the salary and pension payments of the Assistant Principal as set forth hereinabove in paragraphs 3 and 4 the Board shall withhold any such amount as may be required by law, on behalf of the Assistant Principal to the Teacher Health Insurance Security Fund.

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

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

8. Other Work. The Assistant Principal may undertake consultative work, speaking engagements, writing, lecturing, college or university teaching, and other professional duties and obligations provided that these activities do not interfere with the effective performance of her duties as Assistant Principal. The Assistant Principal shall have the responsibility to discuss with the Superintendent or Assistant Superintendent and mutually agree of such outside activity in a timely fashion.

9. Discharge for Good Cause. Throughout the term of this Contract, the Assistant Principal shall be subject to discharge for good cause provided, however, that the Board shall not arbitrarily or capriciously call for dismissal and that the Assistant Principal shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Assistant Principal chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by the Assistant Principal. Failure to comply with the terms and conditions of this Contract shall also be sufficient cause for purposes of discharge as provided in this Contract.

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

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

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

account of such costs.

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

14. Membership Dues. The Board shall pay the cost of the Assistant Principal's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

15. Medical Insurance. The Assistant Principal shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

16. Life Insurance. The Assistant Principal shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

17. Vacation. The Assistant Principal shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

18. Sick Leave and Personal Leave. The Assistant Principal shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

19. Disability. Should the Assistant Principal be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Assistant Principal's control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for sixty (60) days after the exhaustion of accumulated leave days (including FMLA) and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Assistant Principal's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. The Assistant Principal shall provide medical evidence of illness to the Board President upon request.

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

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

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

To the Assistant Principal:
Talitha Hays
last known address

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

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

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

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

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

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

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

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

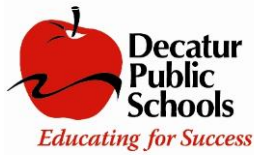
Assistant Principal

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

By: _____
President

ATTEST:

Secretary



Board of Education Decatur Public School District #61

Date: September 28, 2021	Subject: Memorandum of Understanding between Decatur Public School (DPS) District #61 and the Decatur Education Association (DEA) - School Nurses
Initiated By: Deanne Hillman, Director of Labor Relations and Angie Wetzel, Health Services Coordinator	Attachments: Memorandum of Understanding between Decatur Public School (DPS) District #61 and the Decatur Education Association (DEA) - School Nurses
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

Nursing through a pandemic has added many responsibilities for the certified nursing staff. Due to increased contract tracing and other health care responsibilities associated with increased Covid-19 cases, certified staff are working beyond their contractual time to complete their duties.

CURRENT CONSIDERATIONS:

This MOU provides an avenue for certified nursing staff to be compensated up to fifteen (15) hours weekly to care for staff and students' needs. Compensation will only be needed for those additional hours worked related to Covid-19. The MOU will sunset at the end of the 2021-2022 school year.

FINANCIAL CONSIDERATIONS:

The hourly rate for this is \$33/hour. The cost of the Memorandum of Understanding (MOU) will be paid for out of CARES funding.

STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the Memorandum of Understanding (MOU) between Decatur Public School (DPS) District #61 and the Decatur Education Association (DEA) - School Nurses as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

Memorandum of Understanding

School Nurse Workload Compensation

WHEREAS, The Decatur Education Association (DEA), the Decatur Public School District 61 (DPS), and Macon Piatt Special Education District (MPSED) are desirous of establishing fair compensation for contact tracing as well as other duties related to immunizations, physicals and parent notification.

WHEREAS, Covid-19 has added to nursing responsibilities,

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

School nurses will be compensated at the rate of \$33 an hour, not to exceed fifteen (15) hours weekly, for completing additional duties beyond their normal assignment as follows:

- contact tracing
- parent notification
- tasks related to student physicals and/or immunizations

This MOU will sunset at the end of the 2021-22 school year.

Signed this _____ day of _____, 2021

(for the District)

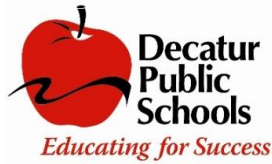
(for the DEA)

(date)

(date)

(for MPSED)

(date)



Board of Education Decatur Public School District #61

Date: September 28, 2021	Subject: Adoption of Decatur Public School #61 Budget FY 2021-22
Initiated By: Todd Covault, EdD, Chief Operational Officer	Attachments: <ul style="list-style-type: none">• ISBE Budget Forms• Resolution to Adopt Budget• District Internal Budget Forms
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

Illinois statute requires the Board of Education to adopt a budget no later than the end of the first quarter, September 30, 2021. The tentative budget was presented at the August 24, 2021 Board of Education meeting.

CURRENT CONSIDERATIONS:

A notice of public hearing was published on August 26, 2021 in *The Herald & Review*. The budget has been available for the past 30 days at the District's Business Office and the Decatur Public Library. As of this writing, no public input or comments have been received.

Changes to Expenses – Since the Tentative Budget was approved, the following expenses were updated for the final budget:

- Reduced overstated administrative costs in the Education Fund
- Updated building budgets in the Education fund to reflect current enrollment numbers
- Updated previously understated salaries and benefits to more accurately reflect current employment
- Updated Title II budget to accurately reflect grant expenses
- Updated Food Service budget to reflect projected expenses
- The tuition payment to Macon-Piatt was reduced to reflect a previous overstatement on the Tentative Budget

Changes to Revenues – Since the Tentative Budget was approved, the following revenues were updated for the final budget:

- Moved \$250,000 of Evidence Based Funding from Fund 10 to Fund 20
- Updated Title II budget to accurately reflect grant revenue

FINANCIAL CONSIDERATIONS:

The revenues and expenses have been updated to reflect the best known information at this time. The budget is balanced; the direct operational (educational, operations and maintenance, transportation, and working cash funds) revenues exceed the direct operation expenditures by \$1,574,494.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve/adopt the attached Decatur Public School District 61 FY 2021-2022 budget as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

ILLINOIS STATE BOARD OF EDUCATION

School Business Services Division

☒ School District
☐ Joint Agreement
Accounting Basis:
☒ Cash
☐ Accrual

SCHOOL DISTRICT/JOINT AGREEMENT BUDGET FORM *
July 1, 2021 - June 30, 2022

Balanced budget, no deficit reduction
plan is required.

Date of Amended Budget:

(MM/DD/YY)

District Name:

Decatur Public School District 61

District RCDT No:

39-055-0610-25

If your FY21 AFR states that you need to do a deficit reduction plan and your FY22 budget is balanced please state the measures you took to have your budget become balanced. (Bckgrnd-Assumpt 25-26)

Budget of Decatur Public School District 61, County of Macon,
State of Illinois, for the Fiscal Year beginning July 1, 2021 and ending June 30, 2022.

WHEREAS the Board of Education of Decatur Public School District 61,
County of Macon, State of Illinois, caused to be prepared in tentative form a budget, and the Secretary
of this Board has made the same conveniently available to public inspection for at least thirty days prior to final action thereon;

AND WHEREAS a public hearing was held as to such budget on the 28th day of September, 20 21,
notice of said hearing was given at least thirty days prior thereto as required by law, and all other legal requirements have been complied with;

NOW, THEREFORE, Be it resolved by the Board of Education of said district as follows:

Section 1: That the fiscal year of this school district be and the same hereby is fixed and declared to be
beginning July 1, 2021 and ending June 30, 2022.

Section 2: That the following budget containing an estimate of amounts available in each Fund, separately, and expenditures from each be
and the same is hereby adopted as the budget of this school district for said fiscal year.

ADOPTION OF BUDGET

The budget shall be approved and signed below by members of the School Board. Adopted this

day of _____, 20 _____ by a roll call vote of _____ Yeas, and _____ Nays, to wit:

** MEMBERS VOTING YEA:	** MEMBERS VOTING NAY:

* Based on the 23 Illinois Administrative Code-Part 100 and inconformity with Section 17-1 of the School Code.

** Type in the members who voted "YEA" nor "NAY". Actual school board member signatures are not required for electronic submission.

(1) A certified copy of this document must be filed with the county clerk within 30 days of adoption as required
by Section 18-50 of the Property Tax Code (35 ILCS 200/18-50).

(2) Districts are required to submit the adopted/amended budget electronically to ISBE within 30 days of adoption or by October 30,
whichever comes first. Budgets are submitted to **School Finance Report (SFR)**: <https://sec1.isbe.net/attachmgr/default.aspx>

Please type the member signatures before submitting to ISBE. We do not accept PDF copies.

BUDGET SUMMARY

	A	B	C	D	E	F	G	H	I	J	K	L
1	<i>Begin entering data on EstRev 5-10 and EstExp 11-17 tabs.</i>		(10)	(20)	(30)	(40)	(50)	(60)	(70)	(80)	(90)	
2	Description: Enter Whole Numbers Only	Acct #	Educational	Operations & Maintenance	Debt Service	Transportation	Municipal Retirement/ Social Security	Capital Projects	Working Cash	Tort	Fire Prevention & Safety	
3	ESTIMATED BEGINNING FUND BALANCE July 1, 2021 ¹ (without Student Activity Funds)		9,688,831	1,212,830	7,407,911	3,928,749	2,124,756	16,911,799	5,561,871	3,720,380	13,819,980	
4	RECEIPTS/REVENUES (without Student Activity Funds)											
5	LOCAL SOURCES	1000	22,659,360	3,518,000	7,929,229	1,358,200	4,873,315	2,505,000	338,700	3,112,500	356,300	
6	FLOW-THROUGH RECEIPTS/REVENUES FROM ONE DISTRICT TO ANOTHER DISTRICT	2000	0	0		0	0					
7	STATE SOURCES	3000	56,380,500	3,250,000	200,000	2,900,000	0	0	0	0	0	
8	FEDERAL SOURCES	4000	65,847,214	0	0	0	0	627,714	0	0	0	
9	Total Direct Receipts/Revenues ^a		144,887,074	6,768,000	8,129,229	4,258,200	4,873,315	3,132,714	338,700	3,112,500	356,300	
10	Receipts/Revenues for "On Behalf" Payments ²	3998										
11	Total Receipts/Revenues		144,887,074	6,768,000	8,129,229	4,258,200	4,873,315	3,132,714	338,700	3,112,500	356,300	
12	DISBURSEMENTS/EXPENDITURES (without Student Activity Funds)											
13	INSTRUCTION	1000	87,899,489				1,408,257			0		
14	SUPPORT SERVICES	2000	40,243,047	6,903,500		6,150,040	3,054,177	13,825,568		2,622,437	12,934,375	
15	COMMUNITY SERVICES	3000	1,428,208	0		0	65,661			0		
16	PAYMENTS TO OTHER DISTRICTS & GOVT UNITS	4000	12,051,356	0	0	0	0	0		0	0	
17	DEBT SERVICES	5000	0	0	7,365,088	0	0			0	0	
18	PROVISION FOR CONTINGENCIES	6000	1,840	0	0	0	0	0		0	0	
19	Total Direct Disbursements/Expenditures ⁹		141,623,940	6,903,500	7,365,088	6,150,040	4,528,095	13,825,568		2,622,437	12,934,375	
20	Disbursements/Expenditures for "On Behalf" Payments ²	4180	0	0	0	0	0	0		0	0	
21	Total Disbursements/Expenditures		141,623,940	6,903,500	7,365,088	6,150,040	4,528,095	13,825,568		2,622,437	12,934,375	
22	Excess of Direct Receipts/Revenues Over (Under) Direct Disbursements/Expenditures		3,263,134	(135,500)	764,141	(1,891,840)	345,220	(10,692,854)	338,700	490,063	(12,578,075)	
23	OTHER SOURCES/USES OF FUNDS											
24	OTHER SOURCES OF FUNDS (7000)											
25	PERMANENT TRANSFER FROM VARIOUS FUNDS											
26	Abolishment the Working Cash Fund ¹⁶	7110										
27	Abatement of the Working Cash Fund ¹⁶	7110										
28	Transfer of Working Cash Fund Interest	7120										
29	Transfer Among Funds	7130										
30	Transfer of Interest	7140										
31	Transfer from Capital Projects Fund to O&M Fund	7150		0								
32	Transfer of Excess Fire Prev & Safety Tax & Interest ³ Proceeds to O&M Fund	7160		0								
33	Transfer of Excess Accumulated Fire Prev & Safety Bond and Int ^{3a} Proceeds to Debt Service Fund	7170			0							
34	SALE OF BONDS (7200)											
35	Principal on Bonds Sold ⁴	7210										
36	Premium on Bonds Sold	7220										
37	Accrued Interest on Bonds Sold	7230										
38	Sale or Compensation for Fixed Assets ⁵	7300	100,000									
39	Transfer to Debt Service to Pay Principal on Capital Leases	7400		0								
40	Transfer to Debt Service Fund to Pay Interest on Capital Leases	7500		0								
41	Transfer to Debt Service Fund to Pay Principal on Revenue Bonds	7600		0								
42	Transfer to Debt Service Fund to Pay Interest on Revenue Bonds	7700		0								
43	Transfer to Capital Projects Fund	7800						0				
44	ISBE Loan Proceeds	7900										
45	Other Sources Not Classified Elsewhere	7990										
46	Total Other Sources of Funds ⁸		100,000	0	0	0	0	0	0	0	0	

	A	B	C	D	E	F	G	H	I	J	K	L
1	<i>Begin entering data on EstRev 5-10 and EstExp 11-17 tabs.</i>		(10)	(20)	(30)	(40)	(50)	(60)	(70)	(80)	(90)	
2	Description: Enter Whole Numbers Only	Acct #	Educational	Operations & Maintenance	Debt Service	Transportation	Municipal Retirement/ Social Security	Capital Projects	Working Cash	Tort	Fire Prevention & Safety	
47	OTHER USES OF FUNDS (8000)											
49	TRANSFER TO VARIOUS OTHER FUNDS (8100)											
50	Abolishment or Abatement of the Working Cash Fund ¹⁶	8110							0			
51	Transfer of Working Cash Fund Interest	8120							0			
52	Transfer Among Funds	8130										
53	Transfer of Interest ⁶	8140										
54	Transfer from Capital Projects Fund to O&M Fund	8150										
		8160										
55	Transfer of Excess Fire Prev & Safety Tax & Interest ³ Proceeds to O&M Fund											
		8170										
56	Transfer of Excess Accumulated Fire Prev & Safety Bond ^{3a} and											
	Int Proceeds to Debt Service Fund											
57	Taxes Pledged to Pay Principal on Capital Leases	8410										
58	Grants/Reimbursements Pledged to Pay Principal on Capital Leases	8420										
59	Other Revenues Pledged to Pay Principal on Capital Leases	8430										
60	Fund Balance Transfers Pledged to Pay Principal on Capital Leases	8440										
61	Taxes Pledged to Pay Interest on Capital Leases	8510										
62	Grants/Reimbursements Pledged to Pay Interest on Capital Leases	8520										
63	Other Revenues Pledged to Pay Interest on Capital Leases	8530										
64	Fund Balance Transfers Pledged to Pay Interest on Capital Leases	8540										
65	Taxes Pledged to Pay Principal on Revenue Bonds	8610										
66	Grants/Reimbursements Pledged to Pay Principal on Revenue Bonds	8620										
67	Other Revenues Pledged to Pay Principal on Revenue Bonds	8630										
68	Fund Balance Transfers Pledged to Pay Principal on Revenue Bonds	8640										
69	Taxes Pledged to Pay Interest on Revenue Bonds	8710										
70	Grants/Reimbursements Pledged to Pay Interest on Revenue Bonds	8720										
71	Other Revenues Pledged to Pay Interest on Revenue Bonds	8730										
72	Fund Balance Transfers Pledged to Pay Interest on Revenue Bonds	8740										
73	Taxes Transferred to Pay for Capital Projects	8810										
74	Grants/Reimbursements Pledged to Pay for Capital Projects	8820										
75	Other Revenues Pledged to Pay for Capital Projects	8830										
76	Fund Balance Transfers Pledged to Pay for Capital Projects	8840										
77	Transfer to Debt Service Fund to Pay Principal on ISBE Loans	8910										
78	Other Uses Not Classified Elsewhere	8990										
79	Total Other Uses of Funds ⁹		0	0	0	0	0	0	0	0	0	
80	Total Other Sources/Uses of Fund		100,000	0	0	0	0	0	0	0	0	
81	ESTIMATED ENDING FUND BALANCE June 30, 2022 (Without Student Activity Funds)		13,051,965	1,077,330	8,172,052	2,036,909	2,469,976	6,218,945	5,900,571	4,210,443	1,241,905	
82												
83	Student Activity ESTIMATED BEGINNING FUND BALANCE July 1, 2021 Fund 11		508,751									
84	RECEIPTS/REVENUES (For Student Activity Funds)											
85	Total Student Activity Direct Receipts/Revenues (Local Sources)	1799	11,700									
86	DISBURSEMENTS/EXPENDITURES (For Student Activity Funds)											
87	Total Student Activity Direct Disbursements/Expenditures	1999	0									
88	Excess of Direct Receipts/Revenues Over (Under) Direct Disbursements/Expenditures		11,700									
89	Student Activity ESTIMATED ENDING FUND BALANCE June 30, 2022		520,451									
90												
91	Total ESTIMATED BEGINNING FUND BALANCE July 1, 2021 (All Sources Including Student Activity Funds)		10,197,582	1,212,830	7,407,911	3,928,749	2,124,756	16,911,799	5,561,871	3,720,380	13,819,980	
92	RECEIPTS/REVENUES (All Sources with Student Activity Funds)											
93	LOCAL SOURCES	1000	22,671,060	3,518,000	7,929,229	1,358,200	4,873,315	2,505,000	338,700	3,112,500	356,300	
94	FLOW-THROUGH RECEIPTS/REVENUES FROM ONE DISTRICT TO ANOTHER DISTRICT	2000	0	0		0	0					
95	STATE SOURCES	3000	56,380,500	3,250,000	200,000	2,900,000	0	0	0	0	0	

BUDGET SUMMARY

	A	B	C	D	E	F	G	H	I	J	K	L
1	<i>Begin entering data on EstRev 5-10 and EstExp 11-17 tabs.</i>		(10)	(20)	(30)	(40)	(50)	(60)	(70)	(80)	(90)	
2	Description: Enter Whole Numbers Only	Acct #	Educational	Operations & Maintenance	Debt Service	Transportation	Municipal Retirement/ Social Security	Capital Projects	Working Cash	Tort	Fire Prevention & Safety	
96	FEDERAL SOURCES	4000	65,847,214	0	0	0	0	627,714	0	0	0	
97	Total Direct Receipts/Revenues ⁸		144,898,774	6,768,000	8,129,229	4,258,200	4,873,315	3,132,714	338,700	3,112,500	356,300	
98	Receipts/Revenues for "On Behalf" Payments ²	3998	0	0	0	0	0	0		0	0	
99	Total Receipts/Revenues		144,898,774	6,768,000	8,129,229	4,258,200	4,873,315	3,132,714	338,700	3,112,500	356,300	
100	DISBURSEMENTS/EXPENDITURES (All Sources with Student Activity Funds)											
101	INSTRUCTION	1000	87,899,489				1,408,257			0		
102	SUPPORT SERVICES	2000	40,243,047	6,903,500		6,150,040	3,054,177	13,825,568		2,622,437	12,934,375	
103	COMMUNITY SERVICES	3000	1,428,208	0		0	65,661			0		
104	PAYMENTS TO OTHER DISTRICTS & GOVT UNITS	4000	12,051,356	0	0	0	0	0		0	0	
105	DEBT SERVICES	5000	0	0	7,365,088	0	0			0	0	
106	PROVISION FOR CONTINGENCIES	6000	1,840	0	0	0	0	0		0	0	
107	Total Direct Disbursements/Expenditures ⁹		141,623,940	6,903,500	7,365,088	6,150,040	4,528,095	13,825,568		2,622,437	12,934,375	
108	Disbursements/Expenditures for "On Behalf" Payments ²	4180	0	0	0	0	0	0		0	0	
109	Total Disbursements/Expenditures		141,623,940	6,903,500	7,365,088	6,150,040	4,528,095	13,825,568		2,622,437	12,934,375	
110	Excess of Direct Receipts/Revenues Over (Under) Direct Disbursements/Expenditures		3,274,834	(135,500)	764,141	(1,891,840)	345,220	(10,692,854)	338,700	490,063	(12,578,075)	
111	OTHER SOURCES/USES OF FUNDS											
112	OTHER SOURCES OF FUNDS (7000)											
113	Total Other Sources of Funds ⁸		100,000	0	0	0	0	0	0	0	0	
114	OTHER USES OF FUNDS (8000)											
116	Total Other Uses of Funds ⁹		0	0	0	0	0	0	0	0	0	
117	Total Other Sources/Uses of Fund		100,000	0	0	0	0	0	0	0	0	
118	ESTIMATED ENDING FUND BALANCE June 30, 2022 (All Sources With student Activity Funds)		13,572,416	1,077,330	8,172,052	2,036,909	2,469,976	6,218,945	5,900,571	4,210,443	1,241,905	
119												
120	SUMMARY OF EXPENDITURES Without Student Activity Funds (by Major Object)											
121												
122	Description	Acct #	(10) Educational	(20) Operations & Maintenance	(30) Debt Service	(40) Transportation	(50) Municipal Retirement/ Social Security	(60) Capital Projects	(70) Working Cash	(80) Tort	(90) Fire Prevention & Safety	Total By Object
123	Object Name											
124	Salaries	100	91,600,612	2,693,000		135,335		20,000		679,317	2,500	95,130,764
125	Employee Benefits	200	13,493,315	472,500		20,705	4,528,095	0		160,120	0	18,674,735
126	Purchased Services	300	11,751,970	496,500	0	5,834,500		11,581,757		1,783,000	12,891,875	44,339,602
127	Supplies & Materials	400	4,806,820	2,546,000		28,000		1,652,493		0	40,000	9,073,313
128	Capital Outlay	500	3,054,911	588,000		130,000		302,102		0	0	4,075,013
129	Other Objects	600	12,202,157	1,500	7,365,088	0	0	0		0	0	19,568,745
130	Non-Capitalized Equipment	700	4,708,355	106,000		1,500		269,216		0	0	5,085,071
131	Termination Benefits	800	5,800	0		0				0		5,800
132	Total Expenditures		141,623,940	6,903,500	7,365,088	6,150,040	4,528,095	13,825,568		2,622,437	12,934,375	195,953,043

SUMMARY OF CASH TRANSACTIONS

	A	B	C	D	E	F	G	H	I	J	K
1			(10)	(20)	(30)	(40)	(50)	(60)	(70)	(80)	(90)
2	Description: Enter Whole Numbers Only	Acct #	Educational	Operations & Maintenance	Debt Service	Transportation	Municipal Retirement/ Social Security	Capital Projects	Working Cash	Tort	Fire Prevention & Safety
3	BEGINNING CASH BALANCE ON HAND July 1, 2021 ⁷ (Without Student Activity Funds)		14,807,083	1,212,830	7,407,911	3,908,664	2,124,756	16,911,799	5,561,871	3,720,073	13,819,980
4	Total Direct Receipts & Other Sources ⁸		144,987,074	6,768,000	8,129,229	4,258,200	4,873,315	3,132,714	338,700	3,112,500	356,300
5	OTHER RECEIPTS										
6	Interfund Loans Payable (Loans from Other Funds)	411									
7	Interfund Loans Receivable (Repayment of Loans)	141									
8	Notes and Warrants Payable	433									
9	Other Current Assets	199									
10	Total Other Receipts		0	0	0	0	0	0	0	0	0
11	Total Direct Receipts, Other Sources, & Other Receipts		144,987,074	6,768,000	8,129,229	4,258,200	4,873,315	3,132,714	338,700	3,112,500	356,300
12	Total Amount Available		159,794,157	7,980,830	15,537,140	8,166,864	6,998,071	20,044,513	5,900,571	6,832,573	14,176,280
13	Total Direct Disbursements & Other Uses ⁹		141,623,940	6,903,500	7,365,088	6,150,040	4,528,095	13,825,568	0	2,622,437	12,934,375
14	OTHER DISBURSEMENTS										
15	Interfund Loans Receivable (Loans to Other Funds) ¹⁰	141									
16	Interfund Loans Payable (Repayment of Loans)	411									
17	Notes and Warrants Payable	433									
18	Other Current Liabilities	499									
19	Total Other Disbursements		0	0	0	0	0	0	0	0	0
20	Total Direct Disbursements, Other Uses, & Other Disbursements		141,623,940	6,903,500	7,365,088	6,150,040	4,528,095	13,825,568	0	2,622,437	12,934,375
21	ENDING CASH BALANCE ON HAND June 30, 2022 ⁷ (Without Student Activity Funds)		18,170,217	1,077,330	8,172,052	2,016,824	2,469,976	6,218,945	5,900,571	4,210,136	1,241,905
22											
23	Activity Funds BEGINNING CASH BALANCE ON HAND July 1, 2021 ⁷		508,751								
24	Total Direct Receipts & Other Sources ⁸		11,700								
25	Total Amount Available		520,451								
26	Total Direct Disbursements & Other Uses ⁹		0								
27	Activity funds ENDING CASH BALANCE ON HAND June 30, 2022 ⁷		520,451								
28											
29	Total BEGINNING CASH BALANCE ON HAND July 1, 2021 ⁷ (With Student Activity Funds)		15,315,834	1,212,830	7,407,911	3,908,664	2,124,756	16,911,799	5,561,871	3,720,073	13,819,980
30	Total Direct Receipts & Other Sources ⁸		144,998,774	6,768,000	8,129,229	4,258,200	4,873,315	3,132,714	338,700	3,112,500	356,300
31	Total Other Receipts		0	0	0	0	0	0	0	0	0
32	Total Direct Receipts, Other Sources, & Other Receipts		144,998,774	6,768,000	8,129,229	4,258,200	4,873,315	3,132,714	338,700	3,112,500	356,300
33	Total Amount Available		160,314,608	7,980,830	15,537,140	8,166,864	6,998,071	20,044,513	5,900,571	6,832,573	14,176,280
34	Total Direct Disbursements & Other Uses ⁹		141,623,940	6,903,500	7,365,088	6,150,040	4,528,095	13,825,568	0	2,622,437	12,934,375
35	Total Other Disbursements		0	0	0	0	0	0	0	0	0
36	Total Direct Disbursements, Other Uses, & Other Disbursements		141,623,940	6,903,500	7,365,088	6,150,040	4,528,095	13,825,568	0	2,622,437	12,934,375
37	Total ENDING CASH BALANCE ON HAND June 30, 2022 ⁷ (With Student Activity Funds)		18,690,668	1,077,330	8,172,052	2,016,824	2,469,976	6,218,945	5,900,571	4,210,136	1,241,905

	A	B	C	D	E	F	G	H	I	J	K
1			(10)	(20)	(30)	(40)	(50)	(60)	(70)	(80)	(90)
2	Description: Enter Whole Numbers Only	Acct #	Educational	Operations & Maintenance	Debt Service	Transportation	Municipal Retirement/ Social Security	Capital Projects	Working Cash	Tort	Fire Prevention & Safety
3	RECEIPTS/REVENUES FROM LOCAL SOURCES (1000)										
4	AD VALOREM TAXES LEVIED BY LOCAL EDUCATION AGENCY	1100									
5	Designated Purposes Levies ¹¹ (1110-1120)	-	17,520,000	3,454,000	3,322,929	1,351,500	2,082,415		335,300	3,103,500	345,400
6	Leasing Purposes Levy ¹²	1130	350,350								
7	Special Education Purposes Levy	1140	275,300								
8	FICA and Medicare Only Levies	1150					1,977,000				
9	Area Vocational Construction Purposes Levy	1160									
10	Summer School Purposes Levy	1170									
11	Other Tax Levies (Describe & Itemize)	1190									
12	Total Ad Valorem Taxes Levied by District		18,145,650	3,454,000	3,322,929	1,351,500	4,059,415	0	335,300	3,103,500	345,400
13	PAYMENTS IN LIEU OF TAXES	1200									
14	Mobile Home Privilege Tax	1210	10,350	2,000	1,800	800	2,700		200	1,600	200
15	Payments from Local Housing Authority	1220	10,350	2,500	2,000	900	2,700		200	1,700	200
16	Corporate Personal Property Replacement Taxes ¹³	1230	3,002,796				800,000	2,000,000			
17	Other Payments in Lieu of Taxes (Describe & Itemize)	1290									
18	Total Payments in Lieu of Taxes		3,023,496	4,500	3,800	1,700	805,400	2,000,000	400	3,300	400
19	TUITION	1300									
20	Regular Tuition from Pupils or Parents (In State)	1311									
21	Regular Tuition from Other Districts (In State)	1312	10,000								
22	Regular Tuition from Other Sources (In State)	1313									
23	Regular Tuition from Other Sources (Out of State)	1314									
24	Summer School Tuition from Pupils or Parents (In State)	1321									
25	Summer School Tuition from Other Districts (In State)	1322									
26	Summer School Tuition from Other Sources (In State)	1323									
27	Summer School Tuition from Other Sources (Out of State)	1324									
28	CTE Tuition from Pupils or Parents (In State)	1331									
29	CTE Tuition from Other Districts (In State)	1332									
30	CTE Tuition from Other Sources (In State)	1333									
31	CTE Tuition from Other Sources (Out of State)	1334									
32	Special Education Tuition from Pupils or Parents (In State)	1341									
33	Special Education Tuition from Other Districts (In State)	1342									
34	Special Education Tuition from Other Sources (In State)	1343									
35	Special Education Tuition from Other Sources (Out of State)	1344									
36	Adult Tuition from Pupils or Parents (In State)	1351									
37	Adult Tuition from Other Districts (In State)	1352									
38	Adult Tuition from Other Sources (In State)	1353									
39	Adult Tuition from Other Sources (Out of State)	1354									
40	Total Tuition		10,000								
41	TRANSPORTATION FEES	1400									
42	Regular Transportation Fees from Pupils or Parents (In State)	1411				1,500					
43	Regular Transportation Fees from Other Districts (In State)	1412									
44	Regular Transportation Fees from Other Sources (In State)	1413									
45	Regular Transportation Fees from Co-curricular Activities (In State)	1415									
46	Regular Transportation Fees from Other Sources (Out of State)	1416									
47	Summer School Transportation Fees from Pupils or Parents (In State)	1421									
48	Summer School Transportation Fees from Other Districts (In State)	1422									
49	Summer School Transportation Fees from Other Sources (In State)	1423									
50	Summer School Transportation Fees from Other Sources (Out of State)	1424									
51	CTE Transportation Fees from Pupils or Parents (In State)	1431									
52	CTE Transportation Fees from Other Districts (In State)	1432									
53	CTE Transportation Fees from Other Sources (In State)	1433									
54	CTE Transportation Fees from Other Sources (Out of State)	1434									
55	Special Education Transportation Fees from Pupils or Parents (In State)	1441									

	A	B	C	D	E	F	G	H	I	J	K
1			(10)	(20)	(30)	(40)	(50)	(60)	(70)	(80)	(90)
2	Description: Enter Whole Numbers Only	Acct #	Educational	Operations & Maintenance	Debt Service	Transportation	Municipal Retirement/ Social Security	Capital Projects	Working Cash	Tort	Fire Prevention & Safety
56	Special Education Transportation Fees from Other Districts (In State)	1442									
57	Special Education Transportation Fees from Other Sources (In State)	1443									
58	Special Education Transportation Fees from Other Sources (Out of State)	1444									
59	Adult Transportation Fees from Pupils or Parents (In State)	1451									
60	Adult Transportation Fees from Other Districts (In State)	1452									
61	Adult Transportation Fees from Other Sources (In State)	1453									
62	Adult Transportation Fees from Other Sources (Out of State)	1454									
63	Total Transportation Fees					1,500					
64	EARNINGS ON INVESTMENTS	1500									
65	Interest on Investments	1510	39,400	4,500	6,500	3,500	8,500	5,000	3,000	5,700	10,500
66	Gain or Loss on Sale of Investments	1520									
67	Total Earnings on Investments		39,400	4,500	6,500	3,500	8,500	5,000	3,000	5,700	10,500
68	FOOD SERVICE	1600									
69	Sales to Pupils - Lunch	1611									
70	Sales to Pupils - Breakfast	1612									
71	Sales to Pupils - A la Carte	1613									
72	Sales to Pupils - Other (Describe & Itemize)	1614									
73	Sales to Adults	1620									
74	Other Food Service (Describe & Itemize)	1690									
75	Total Food Service		0								
76	DISTRICT/SCHOOL ACTIVITY INCOME	1700									
77	Admissions - Athletic	1711	42,675								
78	Admissions - Other	1719									
79	Fees	1720									
80	Book Store Sales	1730									
81	Other District/School Activity Revenue (Describe & Itemize)	1790	1,750								
82	Student Activity Fund Revenues	1799	11,700								
83	Total District/School Activity Income (without Student Activity Funds 1799)		44,425	0							
84	Total District/School Activity Income (with Student Activity Funds 1799)		56,125								
85	TEXTBOOK INCOME	1800									
86	Rentals - Regular Textbooks	1811	60,298								
87	Rentals - Summer School Textbooks	1812									
88	Rentals - Adult/Continuing Education Textbooks	1813									
89	Rentals - Other (Describe)	1819									
90	Sales - Regular Textbooks	1821	41,491								
91	Sales - Summer School Textbooks	1822									
92	Sales - Adult/Continuing Education Textbooks	1823									
93	Sales - Other (Describe & Itemize)	1829									
94	Other (Describe & Itemize)	1890									
95	Total Textbooks		101,789								
96	OTHER REVENUE FROM LOCAL SOURCES	1900									
97	Rentals	1910	255,000	55,000							
98	Contributions and Donations from Private Sources	1920	808,000								
99	Impact Fees from Municipal or County Governments	1930									
100	Services Provided Other Districts	1940	180,000								
101	Refund of Prior Years' Expenditures	1950	40,000								
102	Payments of Surplus Moneys from TIF Districts	1960									
103	Drivers' Education Fees	1970									
104	Proceeds from Vendors' Contracts	1980									
105	School Facility Occupation Tax Proceeds	1983			4,596,000			500,000			
106	Payment from Other Districts	1991									
107	Sale of Vocational Projects	1992									
108	Other Local Fees (Describe & Itemize)	1993	5,000								

	A	B	C	D	E	F	G	H	I	J	K
1			(10)	(20)	(30)	(40)	(50)	(60)	(70)	(80)	(90)
2	Description: Enter Whole Numbers Only	Acct #	Educational	Operations & Maintenance	Debt Service	Transportation	Municipal Retirement/ Social Security	Capital Projects	Working Cash	Tort	Fire Prevention & Safety
109	Other Local Revenues (Describe & Itemize)	1999	6,600								
110	Total Other Revenue from Local Sources		1,294,600	55,000	4,596,000	0	0	500,000	0	0	0
111	Total Receipts/Revenues from Local Sources (without Student Activity Funds 1799)	1000	22,659,360	3,518,000	7,929,229	1,358,200	4,873,315	2,505,000	338,700	3,112,500	356,300
112	Total Receipts/Revenues from Local Sources (with Student Activity Funds 1799)		22,671,060								
113	FLOW-THROUGH RECEIPTS/REVENUES FROM ONE DISTRICT TO ANOTHER DISTRICT (2000)										
114	Flow-Through Revenue from State Sources	2100									
115	Flow-Through Revenue from Federal Sources	2200									
116	Other Flow-Through Revenue (Describe & Itemize)	2300									
117	Total Flow-Through Receipts/Revenues From District to Another District	One 2000	0	0		0	0				
118	RECEIPTS/REVENUES FROM STATE SOURCES (3000)										
119	UNRESTRICTED GRANTS-IN-AID (3001-3099)										
120	Evidence Based Funding Formula (Section 18-8.15)	3001	52,614,125	3,250,000	200,000	0					
121	Reorganization Incentives (Accounts 3005-3021)	3005									
122	Fast Growth District Grants	3030									
123	Other Unrestricted Grants-In-Aid From State Sources (Describe & Itemize)	3099									
124	Total Unrestricted Grants-In-Aid		52,614,125	3,250,000	200,000	0	0	0		0	0
125	RESTRICTED GRANTS-IN-AID (3100-3900)										
126	SPECIAL EDUCATION										
127	Special Education - Private Facility Tuition	3100	200,000								
128	Special Education - Funding for Children Requiring Sp Ed Services	3105									
129	Special Education - Personnel	3110									
130	Special Education - Orphanage - Individual	3120									
131	Special Education - Orphanage - Summer Individual	3130									
132	Special Education - Summer School	3145									
133	Special Education - Other (Describe & Itemize)	3199									
134	Total Special Education		200,000	0		0					
135	CAREER AND TECHNICAL EDUCATION (CTE)										
136	CTE - Technical Education - Tech Prep	3200									
137	CTE - Secondary Program Improvement (CTEI)	3220									
138	CTE - WECEP	3225									
139	CTE - Agriculture Education	3235	90,137								
140	CTE - Instructor Practicum	3240									
141	CTE - Student Organizations	3270									
142	CTE - Other (Describe & Itemize)	3299									
143	Total Career and Technical Education		90,137	0			0				
144	BILINGUAL EDUCATION										
145	Bilingual Education - Downstate - TPI and TBE	3305	50,000								
146	Bilingual Education - Downstate - Transitional Bilingual Education	3310									
147	Total Bilingual Education		50,000				0				
148	State Free Lunch & Breakfast	3360	67,175								
149	School Breakfast Initiative	3365									
150	Driver Education	3370	58,615								
151	Adult Education (from ICCB)	3410									
152	Adult Education - Other (Describe & Itemize)	3499									
153	TRANSPORTATION										
154	Transportation - Regular and Vocational	3500				2,000,000					
155	Transportation - Special Education	3510				900,000					

	A	B	C	D	E	F	G	H	I	J	K
1			(10)	(20)	(30)	(40)	(50)	(60)	(70)	(80)	(90)
2	Description: Enter Whole Numbers Only	Acct #	Educational	Operations & Maintenance	Debt Service	Transportation	Municipal Retirement/ Social Security	Capital Projects	Working Cash	Tort	Fire Prevention & Safety
156	Transportation - Other (Describe & Itemize)	3599									
157	Total Transportation		0	0		2,900,000	0				
158	Learning Improvement - Change Grants	3610									
159	Scientific Literacy	3660									
160	Truant Alternative/Optional Education	3695									
161	Early Childhood - Block Grant	3705	3,294,260	0		0					
162	Chicago General Education Block Grant	3766									
163	Chicago Educational Services Block Grant	3767									
164	School Safety & Educational Improvement Block Grant	3775									
165	Technology - Technology for Success	3780									
166	State Charter Schools	3815									
167	Extended Learning Opportunities - Summer Bridges	3825									
168	Infrastructure Improvements - Planning/Construction	3920									
169	School Infrastructure - Maintenance Projects	3925									
170	Other Restricted Revenue from State Sources (Describe & Itemize)	3999	6,188								
171	Total Restricted Grants-In-Aid		3,766,375	0	0	2,900,000	0	0	0	0	0
172	Total Receipts/Revenues from State Sources	3000	56,380,500	3,250,000	200,000	2,900,000	0	0	0	0	0
173	RECEIPTS/REVENUES FROM FEDERAL SOURCES (4000)										
174	UNRESTRICTED GRANTS-IN-AID RECEIVED DIRECTLY FROM FEDERAL GOVT. (4001-4009)										
175	Federal Impact Aid	4001									
176	Other Unrestricted Grants-In-Aid Received Directly from the Federal Govt. (Describe & Itemize)	4009									
177	Total Unrestricted Grants-In-Aid Received Directly from Fed Govt		0	0	0	0	0	0	0	0	0
178	RESTRICTED GRANTS-IN-AID RECEIVED DIRECTLY FROM FEDERAL GOVT (4045-4090)										
179	Head Start	4045									
180	Construction (Impact Aid)	4050									
181	MAGNET	4060									
182	Other Restricted Grants-In-Aid Received Directly from Federal Govt. (Describe & Itemize)	4090									
183	Total Restricted Grants-In-Aid Received Directly from Federal Govt.		0	0		0	0	0			0
184	RESTRICTED GRANTS-IN-AID RECEIVED FROM FEDERAL GOVT. THRU THE STATE (4100-4999)										
185	TITLE V										
186	Title V - Flexibility and Accountability	4100									
187	Title V - SEA Projects	4105									
188	Title V - Rural Education Initiative (REI)	4107									
189	Title V - Other (Describe & Itemize)	4199									
190	Total Title V		0	0		0	0				
191	FOOD SERVICE										
192	Breakfast Start-Up Expansion	4200									
193	National School Lunch Program	4210	2,650,000								
194	Special Milk Program	4215									
195	School Breakfast Program	4220	1,205,025								
196	Summer Food Service Admin/Program	4225	240,550								
197	Child and Adult Care Food Program	4226	58,960								
198	Fresh Fruit and Vegetables	4240									
199	Food Service - Other (Describe & Itemize)	4299									
200	Total Food Service		4,154,535				0				
201	TITLE I										
202	Title I - Low Income	4300	5,119,631								

	A	B	C	D	E	F	G	H	I	J	K
1			(10)	(20)	(30)	(40)	(50)	(60)	(70)	(80)	(90)
2	Description: Enter Whole Numbers Only	Acct #	Educational	Operations & Maintenance	Debt Service	Transportation	Municipal Retirement/ Social Security	Capital Projects	Working Cash	Tort	Fire Prevention & Safety
203	Title I - Low Income - Neglected, Private	4305									
204	Title I - Migrant Education	4340									
205	Title I - Other (Describe & Itemize)	4399	1,170,000								
206	Total Title I		6,289,631	0		0	0				
207	TITLE IV										
208	Title IV - Student Support & Academic Enrichment Grant	4400									
209	Title IV - 21st Century	4421									
210	Title IV - Other (Describe & Itemize)	4499									
211	Total Title IV		0	0		0	0				
212	FEDERAL - SPECIAL EDUCATION										
213	Federal Special Education - Preschool Flow-Through	4600									
214	Federal Special Education - Preschool Discretionary	4605									
215	Federal Special Education - IDEA Flow Through	4620	2,500,000								
216	Federal Special Education - IDEA Room & Board	4625									
217	Federal Special Education - IDEA Discretionary	4630									
218	Federal Special Education - IDEA - Other (Describe & Itemize)	4699									
219	Total Federal Special Education		2,500,000	0		0	0				
220	CTE - PERKINS										
221	CTE - Perkins-Title III E Tech Prep	4770									
222	CTE - Other (Describe & Itemize)	4799									
223	Total CTE - Perkins		0	0			0				
224	Federal - Adult Education	4810									
225	ARRA - General State Aid - Education Stabilization	4850									
226	ARRA - Title I - Low Income	4851									
227	ARRA - Title I - Neglected, Private	4852									
228	ARRA - Title I - Delinquent, Private	4853									
229	ARRA - Title I - School Improvement (Part A)	4854									
230	ARRA - Title I - School Improvement (Section 1003g)	4855									
231	ARRA - IDEA - Part B - Preschool	4856									
232	ARRA - IDEA - Part B - Flow-Through	4857									
233	ARRA - Title IID - Technology - Formula	4860									
234	ARRA - Title IID - Technology - Competitive	4861									
235	ARRA - McKinney - Vento Homeless Education	4862									
236	ARRA - Child Nutrition Equipment Assistance	4863									
237	Impact Aid Formula Grants	4864									
238	Impact Aid Competitive Grants	4865									
239	Qualified Zone Academy Bond Tax Credits	4866									
240	Qualified School Construction Bond Credits	4867									
241	Build America Bond Tax Credits	4868									
242	Build America Bond Interest Reimbursement	4869									
243	ARRA - General State Aid - Other Government Services Stabilization	4870									
244	Other ARRA Funds - II	4871									
245	Other ARRA Funds - III	4872									
246	Other ARRA Funds - IV	4873									
247	Other ARRA Funds - V	4874									
248	ARRA - Early Childhood	4875									
249	Other ARRA Funds - VII	4876									
250	Other ARRA Funds - VIII	4877									
251	Other ARRA Funds - IX	4878									
252	Other ARRA Funds - X	4879									
253	Other ARRA Funds - Ed Job Fund Program	4880									
254	Total Stimulus Programs		0	0	0	0	0	0		0	0
255	Race to the Top Program	4901									
256	Race to the Top - Preschool Expansion Grant	4902									

	A	B	C	D	E	F	G	H	I	J	K
1			(10)	(20)	(30)	(40)	(50)	(60)	(70)	(80)	(90)
2	Description: Enter Whole Numbers Only	Acct #	Educational	Operations & Maintenance	Debt Service	Transportation	Municipal Retirement/ Social Security	Capital Projects	Working Cash	Tort	Fire Prevention & Safety
257	Title III - Instruction for English Learners & Immigrant Students	4905	5,158								
258	Title III - English Language Acquisition	4909	18,458								
259	McKinney Education for Homeless Children	4920									
260	Title II - Eisenhower - Professional Development Formula	4930									
261	Title II - Teacher Quality	4932	150,585								
262	Federal Charter Schools	4960									
263	State Assessment Grants	4981									
264	Grant for State Assessments and Related Activities	4982									
265	Medicaid Matching Funds - Administrative Outreach	4991	150,000								
266	Medicaid Matching Funds - Fee-For-Service Program	4992									
267	Other Restricted Grants Received from Federal Government through State (Describe & Itemize)	4998	52,578,847					627,714			
268	Total Restricted Grants-In-Aid Received from Federal Govt. Thru the State		65,847,214	0	0	0	0	627,714		0	0
269	TOTAL RECEIPTS/REVENUES FROM FEDERAL SOURCES	4000	65,847,214	0	0	0	0	627,714	0	0	0
270	TOTAL DIRECT RECEIPTS/REVENUES (without Student Activity Funds 1799)		144,887,074	6,768,000	8,129,229	4,258,200	4,873,315	3,132,714	338,700	3,112,500	356,300
271	TOTAL DIRECT RECEIPTS/REVENUES (with Student Activity Funds 1799)		144,898,774								

	A	B	C	D	E	F	G	H	I	J	K
1	Description: Enter Whole Numbers Only	Funct #	(100) Salaries	(200) Employee Benefits	(300) Purchased Services	(400) Supplies & Materials	(500) Capital Outlay	(600) Other Objects	(700) Non-Capitalized Equipment	(800) Termination Benefits	(900) Total
2											
3	10 - EDUCATIONAL FUND (ED)										
4	INSTRUCTION (ED)	1000									
5	Regular Programs	1100	24,479,730	6,554,102	182,829	1,757,567	42,296	10,725	30,375		33,057,624
6	Tuition Payment to Charter Schools	1115			3,500,000						3,500,000
7	Pre-K Programs	1125	1,751,135	496,972	12,122	277,304	17,766		13,500		2,568,799
8	Special Education Programs (Functions 1200 - 1220)	1200	4,813,060	1,153,382	18,831	54,040		46,000			6,085,313
9	Special Education Programs Pre-K	1225									0
10	Remedial and Supplemental Programs K-12	1250	37,703,473	401,211	127,047	1,221,131	1,000		1,000		39,454,862
11	Remedial and Supplemental Programs Pre-K	1275									0
12	Adult/Continuing Education Programs	1300									0
13	CTE Programs	1400	144,787	40,457		6,462	3,299		2,719		197,724
14	Interscholastic Programs	1500	845,935	55,603	171,794	190,960	8,750	36,020	7,400		1,316,462
15	Summer School Programs	1600	87,532	1,313							88,845
16	Gifted Programs	1650									0
17	Driver's Education Programs	1700	64,480	964	396	2,965		90			68,895
18	Bilingual Programs	1800	268,640	51,170		6,041					325,851
19	Truant Alternative & Optional Programs	1900	942,485	240,873	13,028	38,728					1,235,114
20	Pre-K Programs - Private Tuition	1910									0
21	Regular K-12 Programs Private Tuition	1911									0
22	Special Education Programs K-12 Private Tuition	1912									0
23	Special Education Programs Pre-K Tuition	1913									0
24	Remedial/Supplemental Programs K-12 Private Tuition	1914									0
25	Remedial/Supplemental Programs Pre-K Private Tuition	1915									0
26	Adult/Continuing Education Programs Private Tuition	1916									0
27	CTE Programs Private Tuition	1917									0
28	Interscholastic Programs Private Tuition	1918									0
29	Summer School Programs Private Tuition	1919									0
30	Gifted Programs Private Tuition	1920									0
31	Bilingual Programs Private Tuition	1921									0
32	Truants Alternative/Opt Ed Programs Private Tuition	1922									0
33	Student Activity Fund Expenditures	1999									0
34	Total Instruction ¹⁴ (Without Student Activity Funds 1999)	1000	71,101,257	8,996,047	4,026,047	3,555,198	73,111	92,835	54,994	0	87,899,489
35	Total Instruction ¹⁴ (With Student Activity Funds 1999)	1000	71,101,257	8,996,047	4,026,047	3,555,198	73,111	92,835	54,994	0	87,899,489
36	SUPPORT SERVICES (ED)	2000									
37	Support Services - Pupil	2100									
38	Attendance & Social Work Services	2110	1,619,675	354,678	11,730	5,981		1,000	0		1,993,064
39	Guidance Services	2120	1,233,870	269,399	35,000	14,000					1,552,269
40	Health Services	2130	863,725	241,505	15,845	37,905		161	3,000		1,162,141
41	Psychological Services	2140									0
42	Speech Pathology & Audiology Services	2150									0
43	Other Support Services - Pupils (Describe & Itemize)	2190	439,555	83,720	38,200	28,500					589,975
44	Total Support Services - Pupil	2100	4,156,825	949,302	100,775	86,386	0	1,161	3,000	0	5,297,449
45	Support Services - Instructional Staff	2200									
46	Improvement of Instruction Services	2210	781,151	153,484	326,239	21,920	7,500	4,500			1,294,794
47	Educational Media Services	2220	823,824	231,843	170,455	79,520			600	1,000	1,307,242
48	Assessment & Testing	2230			121,591	4,835					126,426
49	Total Support Services - Instructional Staff	2200	1,604,975	385,327	618,285	106,275	7,500	4,500	600	1,000	2,728,462
50	Support Services - General Administration	2300									
51	Board of Education Services	2310			544,816	14,200		28,000	2,000		589,016
52	Executive Administration Services	2320	857,100	127,910	38,550	22,500		4,500	200	4,800	1,055,560
53	Special Area Administration Services	2330	485,047	163,902	1,750	2,500					653,199
54	Tort Immunity Services	2360 - 2370									0
55	Total Support Services - General Administration	2300	1,342,147	291,812	585,116	39,200	0	32,500	2,200	4,800	2,297,775
56	Support Services - School Administration	2400									
57	Office of the Principal Services	2410	4,938,945	1,208,880	75,485	136,717	3,000	12,650	11,400	0	6,387,077
58	Other Support Services - School Administration (Describe & Itemize)	2490	291,300	83,985							375,285

	A	B	C	D	E	F	G	H	I	J	K
1	Description: Enter Whole Numbers Only	Funct #	(100) Salaries	(200) Employee Benefits	(300) Purchased Services	(400) Supplies & Materials	(500) Capital Outlay	(600) Other Objects	(700) Non-Capitalized Equipment	(800) Termination Benefits	(900) Total
59	Total Support Services - School Administration	2400	5,230,245	1,292,865	75,485	136,717	3,000	12,650	11,400	0	6,762,362
60	Support Services - Business	2500									
61	Direction of Business Support Services	2510	268,000	47,650	200	5,000		500			321,350
62	Fiscal Services	2520	551,900	81,200	136,500	12,000	10,000		2,000		793,600
63	Operation & Maintenance of Plant Services	2540	3,958,908	666,250	913,727	1,121	2,800,000		3,529,000		11,869,006
64	Pupil Transportation Services	2550	39,000	22,080							61,080
65	Food Services	2560	2,000		3,032,000	100,000	100,000		50,000		3,284,000
66	Internal Services	2570	429,370	101,090	17,300	71,500	25,000	315	2,500		647,075
67	Total Support Services - Business	2500	5,249,178	918,270	4,099,727	189,621	2,935,000	815	3,583,500	0	16,976,111
68	Support Services - Central	2600									
69	Direction of Central Support Services	2610									0
70	Planning, Research, Development & Evaluation Services	2620	210,000	26,100	167,850	2,000		500			406,450
71	Information Services	2630	207,350	24,550	136,900	41,500		2,000			412,300
72	Staff Services	2640	667,505	199,525	97,000	19,000	5,000	25,000			1,013,030
73	Data Processing Services	2660	736,000	157,365	1,627,452	555,150	30,000	2,000	1,048,661		4,156,628
74	Total Support Services - Central	2600	1,820,855	407,540	2,029,202	617,650	35,000	29,500	1,048,661	0	5,988,408
75	Other Support Services (Describe & Itemize)	2900	115,250	49,730	20,000	7,500					192,480
76	Total Support Services	2000	19,519,475	4,294,846	7,528,590	1,183,349	2,980,500	81,126	4,649,361	5,800	40,243,047
77	COMMUNITY SERVICES (ED)	3000	979,880	202,422	167,333	68,273	1,300	5,000	4,000		1,428,208
78	PAYMENTS TO OTHER DIST & GOVT UNITS (ED)	4000									
79	Payments to Other Dist & Govt Units (In-State)	4100									
80	Payments for Regular Programs	4110									0
81	Payments for Special Education Programs	4120			30,000						30,000
82	Payments for Adult/Continuing Education Programs	4130									0
83	Payments for CTE Programs	4140									0
84	Payments for Community College Programs	4170									0
85	Other Payments to In-State Govt Units (Describe & Itemize)	4190			0						0
86	Total Payments to Other Dist & Govt Units (In-State)	4100			30,000			0			30,000
87	Payments for Regular Programs - Tuition	4210						30,000			30,000
88	Payments for Special Education Programs - Tuition	4220						11,491,356			11,491,356
89	Payments for Adult/Continuing Education Programs - Tuition	4230									0
90	Payments for CTE Programs - Tuition	4240						400,000			400,000
91	Payments for Community College Programs - Tuition	4270						100,000			100,000
92	Payments for Other Programs - Tuition	4280									0
93	Other Payments to In-State Govt Units (Describe & Itemize)	4290									0
94	Total Payments to Other Dist & Govt Units - Tuition (In State)	4200						12,021,356			12,021,356
95	Payments for Regular Programs - Transfers	4310									0
96	Payments for Special Education Programs - Transfers	4320									0
97	Payments for Adult/Continuing Ed Programs - Transfers	4330									0
98	Payments for CTE Programs - Transfers	4340									0
99	Payments for Community College Program - Transfers	4370									0
100	Payments for Other Programs - Transfers	4380									0
101	Other Payments to In-State Govt Units - Transfers (Describe & Itemize)	4390									0
102	Total Payments to Other Dist & Govt Units-Transfers (In State)	4300			0			0			0
103	Payments to Other Dist & Govt Units (Out of State)	4400									0
104	Total Payments to Other Dist & Govt Units	4000			30,000			12,021,356			12,051,356
105	DEBT SERVICE (ED)	5000									
106	Debt Service - Interest on Short-Term Debt	5100									
107	Tax Anticipation Warrants	5110									0
108	Tax Anticipation Notes	5120									0
109	Corporate Personal Property Repl Tax Anticipated Notes	5130									0
110	State Aid Anticipation Certificates	5140									0
111	Other Interest on Short-Term Debt (Describe & Itemize)	5150									0
112	Total Debt Service - Interest on Short-Term Debt	5100						0			0
113	Debt Service - Interest on Long-Term Debt	5200									0
114	Total Debt Service	5000						0			0
115	PROVISION FOR CONTINGENCIES (ED)	6000						1,840			1,840

	A	B	C	D	E	F	G	H	I	J	K
1	Description: Enter Whole Numbers Only	Funct #	(100) Salaries	(200) Employee Benefits	(300) Purchased Services	(400) Supplies & Materials	(500) Capital Outlay	(600) Other Objects	(700) Non-Capitalized Equipment	(800) Termination Benefits	(900) Total
116	Total Direct Disbursements/Expenditures (without Student Activity Funds (1999))		91,600,612	13,493,315	11,751,970	4,806,820	3,054,911	12,202,157	4,708,355	5,800	141,623,940
117	Total Direct Disbursements/Expenditures (with Student Activity Funds (1999))		91,600,612	13,493,315	11,751,970	4,806,820	3,054,911	12,202,157	4,708,355	5,800	141,623,940
118	Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures (Without Student Activity Funds 1999)										3,263,134
119	Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures (With Student Activity Funds 1999)										3,274,834
121	20 - OPERATIONS AND MAINTENANCE FUND (O&M)										
122	SUPPORT SERVICES (O&M)	2000									
123	Support Services - Pupil	2100									
124	Other Support Services - Pupils (Describe & Itemize)	2190									0
125	Support Services - Business	2500									
126	Direction of Business Support Services	2510									0
127	Facilities Acquisition & Construction Services	2530			25,000	12,000			15,000		52,000
128	Operation & Maintenance of Plant Services	2540	2,693,000	472,500	471,500	2,534,000	588,000	1,500	91,000		6,851,500
129	Pupil Transportation Services	2550									0
130	Food Services	2560									0
131	Total Support Services - Business	2500	2,693,000	472,500	496,500	2,546,000	588,000	1,500	106,000	0	6,903,500
132	Other Support Services (Describe & Itemize)	2900									0
133	Total Support Services	2000	2,693,000	472,500	496,500	2,546,000	588,000	1,500	106,000	0	6,903,500
134	COMMUNITY SERVICES (O&M)	3000									0
135	PAYMENTS TO OTHER DIST & GOVT UNITS (O&M)	4000									
136	Payments to Other Dist & Govt Units (In-State)	4100									
137	Payments for Regular Programs	4110									0
138	Payments for Special Education Programs	4120									0
139	Payments for CTE Program	4140									0
140	Other Payments to In-State Govt Units (Describe & Itemize)	4190									0
141	Total Payments to Other Dist & Govt Units (In-State)	4100			0			0			0
142	Payments to Other Dist & Govt Units (Out of State) ¹⁴	4400									0
143	Total Payments to Other Dist & Govt Unit	4000			0			0			0
144	DEBT SERVICE (O&M)	5000									
145	Debt Service - Interest on Short-Term Debt	5100									
146	Tax Anticipation Warrants	5110									0
147	Tax Anticipation Notes	5120									0
148	Corporate Personal Prop Repl Tax Anticipated Notes	5130									0
149	State Aid Anticipation Certificates	5140									0
150	Other Interest on Short-Term Debt (Describe & Itemize)	5150									0
151	Total Debt Service - Interest on Short-Term Debt	5100						0			0
152	Debt Service - Interest on Long-Term Debt	5200									0
153	Total Debt Service	5000						0			0
154	PROVISION FOR CONTINGENCIES (O&M)	6000									0
155	Total Direct Disbursements/Expenditures		2,693,000	472,500	496,500	2,546,000	588,000	1,500	106,000	0	6,903,500
156	Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures										(135,500)
157											
158	30 - DEBT SERVICE FUND (DS)										
159	PAYMENTS TO OTHER DIST & GOVT UNITS (DS)	4000									
160	Payments to Other Dist & Govt Units (In-State)	4100									
161	Payments for Regular Programs	4110									0
162	Payments for Special Education Programs	4120									0
163	Other Payments to In-State Govt Units (Describe & Itemize)	4190									0
164	Total Payments to Other Dist & Govt Units (In-State)	4000						0			0
165	DEBT SERVICE (DS)	5000									
166	Debt Service - Interest on Short-Term Debt	5100									
167	Tax Anticipation Warrants	5110									0

	A	B	C	D	E	F	G	H	I	J	K
1	Description: Enter Whole Numbers Only	Funct #	(100) Salaries	(200) Employee Benefits	(300) Purchased Services	(400) Supplies & Materials	(500) Capital Outlay	(600) Other Objects	(700) Non-Capitalized Equipment	(800) Termination Benefits	(900) Total
168	Tax Anticipation Notes	5120									0
169	Corporate Personal Prop Repl Tax Anticipation Notes	5130									0
170	State Aid Anticipation Certificates	5140									0
171	Other Interest on Short-Term Debt <i>(Describe & Itemize)</i>	5150									0
172	Total Debt Service - Interest On Short-Term Debt	5100						0			0
173	Debt Service - Interest on Long-Term Debt	5200						5,360,088			5,360,088
174	Debt Service - Payments of Principal on Long-Term Debt ¹⁵ (Lease/Purchase Principal Retired)	5300						2,005,000			2,005,000
175	Debt Service Other <i>(Describe & Itemize)</i>	5400									0
176	Total Debt Service	5000			0			7,365,088			7,365,088
177	PROVISION FOR CONTINGENCIES (DS)	6000									0
178	Total Direct Disbursements/Expenditures				0			7,365,088			7,365,088
179	Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures										764,141
180											
181	40 - TRANSPORTATION FUND (TR)										
182	SUPPORT SERVICES (TR)	2000									
183	Support Services - Pupils	2100									
184	Other Support Services - Pupils <i>(Describe & Itemize)</i>	2190									0
185	Support Services - Business										
186	Pupil Transportation Services	2550	135,335	20,705	5,834,500	28,000	130,000		1,500		6,150,040
187	Other Support Services <i>(Describe & Itemize)</i>	2900									0
188	Total Support Services	2000	135,335	20,705	5,834,500	28,000	130,000	0	1,500	0	6,150,040
189	COMMUNITY SERVICES (TR)	3000									0
190	PAYMENTS TO OTHER DIST & GOVT UNITS (TR)	4000									
191	Payments to Other Dist & Govt Units (In-State)	4100									
192	Payments for Regular Program	4110									0
193	Payments for Special Education Programs	4120									0
194	Payments for Adult/Continuing Education Programs	4130									0
195	Payments for CTE Programs	4140									0
196	Payments for Community College Programs	4170									0
197	Other Payments to In-State Govt Units <i>(Describe & Itemize)</i>	4190									0
198	Total Payments to Other Dist & Govt Units (In-State)	4100			0			0			0
199	Payments to Other Dist & Govt Units (Out-of-State) <i>(Describe & Itemize)</i>	4400									0
200	Total Payments to Other Dist & Govt Units	4000			0			0			0
201	DEBT SERVICE (TR)	5000									
202	Debt Service - Interest on Short-Term Debt	5100									
203	Tax Anticipation Warrants	5110									0
204	Tax Anticipation Notes	5120									0
205	Corporate Personal Prop Repl Tax Anticipation Notes	5130									0
206	State Aid Anticipation Certificates	5140									0
207	Other Interest on Short-Term Debt <i>(Describe and Itemize)</i>	5150									0
208	Total Debt Service - Interest On Short-Term Debt	5100						0			0
209	Debt Service - Interest on Long-Term Debt	5200									0
210	Debt Service - Payments of Principal on Long-Term Debt ¹⁵ (Lease/Purchase Principal Retired)	5300									0
211	Debt Service - Other <i>(Describe and Itemize)</i>	5400									0
212	Total Debt Service	5000						0			0
213	PROVISION FOR CONTINGENCIES (TR)	6000									0
214	Total Direct Disbursements/Expenditures		135,335	20,705	5,834,500	28,000	130,000	0	1,500	0	6,150,040
215	Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures										(1,891,840)
216											
217	50 - MUNICIPAL RETIREMENT/SOC SEC FUND (MR/SS)										
218	INSTRUCTION (MR/SS)	1000									
219	Regular Program	1100		490,495							490,495

	A	B	C	D	E	F	G	H	I	J	K
1	Description: Enter Whole Numbers Only	Funct #	(100) Salaries	(200) Employee Benefits	(300) Purchased Services	(400) Supplies & Materials	(500) Capital Outlay	(600) Other Objects	(700) Non-Capitalized Equipment	(800) Termination Benefits	(900) Total
2											
220	Pre-K Programs	1125		22,973							22,973
221	Special Education Programs (Functions 1200-1220)	1200		758,550							758,550
222	Special Education Programs Pre-K	1225									0
223	Remedial and Supplemental Programs K-12	1250									0
224	Remedial and Supplemental Programs Pre-K	1275									0
225	Adult/Continuing Education Programs	1300									0
226	CTE Programs	1400		2,265							2,265
227	Interscholastic Programs	1500		55,223							55,223
228	Summer School Programs	1600		1,249							1,249
229	Gifted Programs	1650									0
230	Driver's Education Programs	1700		943							943
231	Bilingual Programs	1800		3,065							3,065
232	Truant Alternative & Optional Programs	1900		73,494							73,494
233	Total Instruction	1000		1,408,257							1,408,257
234	SUPPORT SERVICES (MR/SS)	2000									
235	Support Services - Pupil	2100									
236	Attendance & Social Work Services	2110		93,495							93,495
237	Guidance Services	2120		62,539							62,539
238	Health Services	2130		123,985							123,985
239	Psychological Services	2140									0
240	Speech Pathology & Audiology Services	2150									0
241	Other Support Services - Pupils (<i>Describe & Itemize</i>)	2190		206,085							206,085
242	Total Support Services - Pupil	2100		486,104							486,104
243	Support Services - Instructional Staff	2200									
244	Improvement of Instruction Services	2210		17,313							17,313
245	Educational Media Services	2220		53,820							53,820
246	Assessment & Testing	2230									0
247	Total Support Services - Instructional Staff	2200		71,133							71,133
248	Support Services - General Administration	2300									
249	Board of Education Services	2310		2,660							2,660
250	Executive Administration Services	2320		55,495							55,495
251	Special Area Administrative Services	2330		47,800							47,800
252	Claims Paid from Self Insurance Fund	2361									0
253	Workers' Compensation or Workers' Occupation Disease Acts Payments	2362									0
254	Unemployment Insurance Payments	2363									0
255	Insurance Payments (regular or self-insurance)	2364									0
256	Risk Management and Claims Services Payments	2365		10							10
257	Judgment and Settlements	2366									0
258	Educatl, Inspectl, Supervisory Serv. Related to Loss Prevention or Reduction	2367									0
259	Reciprocal Insurance Payments	2368									0
260	Legal Service	2369									0
261	Total Support Services - General Administration	2300		105,965							105,965
262	Support Services - School Administration	2400									
263	Office of the Principal Services	2410		334,880							334,880
264	Other Support Services - School Administration (<i>Describe & Itemize</i>)	2490		4,055							4,055
265	Total Support Services - School Administration	2400		338,935							338,935
266	Support Services - Business	2500									
267	Direction of Business Support Services	2510		13,100							13,100
268	Fiscal Services	2520		106,700							106,700
269	Facilities Acquisition & Construction Services	2530		3,100							3,100
270	Operation & Maintenance of Plant Service	2540		1,556,740							1,556,740
271	Pupil Transportation Services	2550		12,130							12,130
272	Food Services	2560		6,300							6,300
273	Internal Services	2570		85,935							85,935
274	Total Support Services - Business	2500		1,784,005							1,784,005
275	Support Services - Central	2600									
276	Direction of Central Support Services	2610									0

	A	B	C	D	E	F	G	H	I	J	K
1	Description: Enter Whole Numbers Only	Funct #	(100) Salaries	(200) Employee Benefits	(300) Purchased Services	(400) Supplies & Materials	(500) Capital Outlay	(600) Other Objects	(700) Non-Capitalized Equipment	(800) Termination Benefits	(900) Total
2											
277	Planning, Research, Development & Evaluation Services	2620		15,000							15,000
278	Information Services	2630		39,135							39,135
279	Staff Services	2640		64,320							64,320
280	Data Processing Services	2660		136,725							136,725
281	Total Support Services - Central	2600		255,180							255,180
282	Other Support Services (Describe & Itemize)	2900		12,855							12,855
283	Total Support Services	2000		3,054,177							3,054,177
284	COMMUNITY SERVICES (MR/SS)	3000		65,661							65,661
285	PAYMENTS TO OTHER DIST & GOVT UNITS (MR/SS)	4000									
286	Payments for Regular Programs	4110									0
287	Payments for Special Education Programs	4120									0
288	Payments for CTE Programs	4140									0
289	Total Payments to Other Dist & Govt Units	4000		0							0
290	DEBT SERVICE (MR/SS)	5000									
291	Debt Service - Interest on Short-Term Debt	5100									
292	Tax Anticipation Warrants	5110									0
293	Tax Anticipation Notes	5120									0
294	Corporate Personal Prop Repl Tax Anticipation Notes	5130									0
295	State Aid Anticipation Certificates	5140									0
296	Other (Describe & Itemize)	5150									0
297	Total Debt Service	5000						0			0
298	PROVISION FOR CONTINGENCIES (MR/SS)	6000									0
299	Total Direct Disbursements/Expenditures			4,528,095				0			4,528,095
300	Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures										345,220
301											
302	60 - CAPITAL PROJECTS (CP)										
303	SUPPORT SERVICES (CP)	2000									
304	Support Services - Business										
305	Facilities Acquisition & Construction Services	2530	20,000		11,581,757	1,652,493	302,102		269,216		13,825,568
306	Other Support Services (Describe & Itemize)	2900									0
307	Total Support Services	2000	20,000	0	11,581,757	1,652,493	302,102	0	269,216		13,825,568
308	PAYMENTS TO OTHER DIST & GOVT UNITS (CP)	4000									
309	Payments to Other Dist & Govt Units (In-State)	4100									
310	Payments to Regular Programs	4110									0
311	Payment for Special Education Programs	4120									0
312	Payment for CTE Programs	4140									0
313	Payments to Other Govt Units (In-State) (Describe & Itemize)	4190									0
314	Total Payments to Other Districts & Govt Units	4000			0			0			0
315	PROVISION FOR CONTINGENCIES (CP)	6000									0
316	Total Direct Disbursements/Expenditures		20,000	0	11,581,757	1,652,493	302,102	0	269,216		13,825,568
317	Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures										(10,692,854)
318											
319	70 WORKING CASH FUND (WC)										
320											
321	80 - TORT FUND (TF)										
322	INSTRUCTION (TF)	1000									
323	Regular Programs	1100									0
324	Tuition Payment to Charter Schools	1115									0
325	Pre-K Programs	1125									0
326	Special Education Programs (Functions 1200 - 1220)	1200									0
327	Special Education Programs Pre-K	1225									0
328	Remedial and Supplemental Programs K-12	1250									0
329	Remedial and Supplemental Programs Pre-K	1275									0
330	Adult/Continuing Education Programs	1300									0
331	CTE Programs	1400									0
332	Interscholastic Programs	1500									0

	A	B	C	D	E	F	G	H	I	J	K
1	Description: Enter Whole Numbers Only	Funct #	(100) Salaries	(200) Employee Benefits	(300) Purchased Services	(400) Supplies & Materials	(500) Capital Outlay	(600) Other Objects	(700) Non-Capitalized Equipment	(800) Termination Benefits	(900) Total
2											
333	Summer School Programs	1600									0
334	Gifted Programs	1650									0
335	Driver's Education Programs	1700									0
336	Bilingual Programs	1800									0
337	Truant Alternative & Optional Programs	1900									0
338	Pre-K Programs - Private Tuition	1910									0
339	Regular K-12 Programs Private Tuition	1911									0
340	Special Education Programs K-12 Private Tuition	1912									0
341	Special Education Programs Pre-K Tuition	1913									0
342	Remedial/Supplemental Programs K-12 Private Tuition	1914									0
343	Remedial/Supplemental Programs Pre-K Private Tuition	1915									0
344	Adult/Continuing Education Programs Private Tuition	1916									0
345	CTE Programs Private Tuition	1917									0
346	Interscholastic Programs Private Tuition	1918									0
347	Summer School Programs Private Tuition	1919									0
348	Gifted Programs Private Tuition	1920									0
349	Bilingual Programs Private Tuition	1921									0
350	Truants Alternative/Opt Ed Programs Private Tuition	1922									0
351	Total Instruction¹⁴	1000	0	0	0	0	0	0	0	0	0
352	SUPPORT SERVICES (TF)	2000									
353	Support Services - Pupil	2100									
354	Attendance & Social Work Services	2110									0
355	Guidance Services	2120									0
356	Health Services	2130	36,935	10,300							47,235
357	Psychological Services	2140									0
358	Speech Pathology & Audiology Services	2150									0
359	Other Support Services - Pupils (Describe & Itemize)	2190	492,390	123,970	440,000						1,056,360
360	Total Support Services - Pupil	2100	529,325	134,270	440,000	0	0	0	0	0	1,103,595
361	Support Services - Instructional Staff	2200									
362	Improvement of Instruction Services	2210									0
363	Educational Media Services	2220									0
364	Assessment & Testing	2230									0
365	Total Support Services - Instructional Staff	2200	0	0	0	0	0	0	0	0	0
366	Support Services - General Administration	2300									
367	Board of Education Services	2310									0
368	Executive Administration Services	2320	4,185	755							4,940
369	Special Area Administration Services	2330									0
370	Claims Paid from Self Insurance Fund	2361			665,000						665,000
371	Risk Management and Claims Services Payments	2365			600,000						600,000
372	Total Support Services - General Administration	2300	4,185	755	1,265,000	0	0	0	0	0	1,269,940
373	Support Services - School Administration	2400									
374	Office of the Principal Services	2410	37,525	9,255							46,780
375	Other Support Services - School Administration (Describe & Itemize)	2490									0
376	Total Support Services - School Administration	2400	37,525	9,255	0	0	0	0	0	0	46,780
377	Support Services - Business	2500									
378	Direction of Business Support Services	2510	10,530	1,835							12,365
379	Fiscal Services	2520									0
380	Operation & Maintenance of Plant Services	2540	97,752	14,005	78,000						189,757
381	Pupil Transportation Services	2550									0
382	Food Services	2560									0
383	Internal Services	2570									0
384	Total Support Services - Business	2500	108,282	15,840	78,000	0	0	0	0	0	202,122
385	Support Services - Central	2600									
386	Direction of Central Support Services	2610									0
387	Planning, Research, Development & Evaluation Services	2620									0
388	Information Services	2630									0

	A	B	C	D	E	F	G	H	I	J	K
1	Description: Enter Whole Numbers Only	Funct #	(100) Salaries	(200) Employee Benefits	(300) Purchased Services	(400) Supplies & Materials	(500) Capital Outlay	(600) Other Objects	(700) Non-Capitalized Equipment	(800) Termination Benefits	(900) Total
2											
389	Staff Services	2640									0
390	Data Processing Services	2660									0
391	Total Support Services - Central	2600	0	0	0	0	0	0	0	0	0
392	Other Support Services (Describe & Itemize)	2900									0
393	Total Support Services	2000	679,317	160,120	1,783,000	0	0	0	0	0	2,622,437
394	COMMUNITY SERVICES (TF)	3000									0
395	PAYMENTS TO OTHER DIST & GOVT UNITS (TF)	4000									
396	Payments to Other Dist & Govt Units (In-State)	4100									
397	Payments for Regular Programs	4110									0
398	Payments for Special Education Programs	4120									0
399	Payments for Adult/Continuing Education Programs	4130									0
400	Payments for CTE Programs	4140									0
401	Payments for Community College Programs	4170									0
402	Other Payments to In-State Govt Units (Describe & Itemize)	4190									0
403	Total Payments to Other Dist & Govt Units (In-State)	4100			0			0			0
404	Payments for Regular Programs - Tuition	4210									0
405	Payments for Special Education Programs - Tuition	4220									0
406	Payments for Adult/Continuing Education Programs - Tuition	4230									0
407	Payments for CTE Programs - Tuition	4240									0
408	Payments for Community College Programs - Tuition	4270									0
409	Payments for Other Programs - Tuition	4280									0
410	Other Payments to In-State Govt Units (Describe & Itemize)	4290									0
411	Total Payments to Other Dist & Govt Units - Tuition (In State)	4200			0			0			0
412	Payments for Regular Programs - Transfers	4310									0
413	Payments for Special Education Programs - Transfers	4320									0
414	Payments for Adult/Continuing Ed Programs - Transfers	4330									0
415	Payments for CTE Programs - Transfers	4340									0
416	Payments for Community College Program - Transfers	4370									0
417	Payments for Other Programs - Transfers	4380									0
418	Other Payments to In-State Govt Units - Transfers (Describe & Itemize)	4390									0
419	Total Payments to Other Dist & Govt Units-Transfers (In State)	4300			0			0			0
420	Payments to Other Dist & Govt Units (Out of State)	4400									0
421	Total Payments to Other Dist & Govt Units	4000			0			0			0
422	DEBT SERVICE (TF)	5000									
423	Debt Service - Interest on Short-Term Debt										
424	Tax Anticipation Warrants	5110									0
425	Corporate Personal Property Replacement Tax Anticipation Notes	5130									0
426	Other Interest or Short-Term Debt (Describe & Itemize)	5150									0
427	Total Debt Service	5000						0			0
428	PROVISION FOR CONTINGENCIES (TF)	6000									0
429	Total Direct Disbursements/Expenditures		679,317	160,120	1,783,000	0	0	0	0	0	2,622,437
430	Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures										490,063
431											
432	90 - FIRE PREVENTION & SAFETY FUND (FP&S)										
433	SUPPORT SERVICES (FP&S)	2000									
434	Support Services - Business	2500									
435	Facilities Acquisition & Construction Services	2530	2,500		12,891,875	40,000					12,934,375
436	Operation & Maintenance of Plant Service	2540									0
437	Total Support Services - Business	2500	2,500	0	12,891,875	40,000	0	0	0		12,934,375
438	Other Support Services (Describe & Itemize)	2900									0
439	Total Support Services	2000	2,500	0	12,891,875	40,000	0	0	0		12,934,375
440	PAYMENTS TO OTHER DISTRICTS & GOVT UNITS (FP&S)	4000									
441	Payments to Regular Programs	4110									0
442	Payments to Special Education Programs	4120									0
443	Other Payments to In-State Govt Units (Describe & Itemize)	4190									0
444	Total Payments to Other Districts & Govt Units (FPS)	4000						0			0
445	DEBT SERVICE (FP&S)	5000									
446	Debt Service - Interest on Short-Term Debt	5100									

	A	B	C	D	E	F	G	H	I	J	K
1	Description: Enter Whole Numbers Only	Funct #	(100) Salaries	(200) Employee Benefits	(300) Purchased Services	(400) Supplies & Materials	(500) Capital Outlay	(600) Other Objects	(700) Non-Capitalized Equipment	(800) Termination Benefits	(900) Total
2											
447	Tax Anticipation Warrants	5110									0
448	Other Interest on Short-Term Debt <i>(Describe & Itemize)</i>	5150									0
449	Total Debt Service - Interest on Short-Term Debt	5100						0			0
450	Debt Service - Interest on Long-Term Debt	5200									0
451	Debt Service - Payments of Principal on Long-Term Debt ¹⁵ (Lease/Purchase Principal Retired)	5300									0
452	Total Debt Service	5000						0			0
453	PROVISIONS FOR CONTINGENCIES (FP&S)	6000									0
454	Total Direct Disbursements/Expenditures		2,500	0	12,891,875	40,000	0	0	0		12,934,375
455	Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures										(12,578,075)

This page is provided for detailed itemizations as requested within the body of the Report.

- 1.
- 2.
- 3.
- 4.

	A	B	C	D	E	F
1	DEFICIT BUDGET SUMMARY INFORMATION - Operating Funds Only (School Districts Only)					
2	Description	EDUCATIONAL FUND (10)	OPERATIONS & MAINTENANCE FUND (20)	TRANSPORTATION FUND (40)	WORKING CASH FUND (70)	TOTAL
3	Direct Revenues	144,887,074	6,768,000	4,258,200	338,700	156,251,974
4	Direct Expenditures	141,623,940	6,903,500	6,150,040		154,677,480
5	Difference	3,263,134	(135,500)	(1,891,840)	338,700	1,574,494
6	Estimated Fund Balance - June 30, 2022	13,051,965	1,077,330	2,036,909	5,900,571	22,066,775
7	Balanced budget, no deficit reduction plan is required.					
8	<i>A deficit reduction plan is required if the local board of education adopts (or amends) the 2021-22 school district budget in which the "operating funds" listed above result in direct revenues (line 9) being less than direct expenditures (line 19) by an amount equal to or greater than one-third (1/3) of the ending fund balance (line 81).</i>					
10	Note: The balance is determined using only the four funds listed above. That is, if the estimated ending fund balance is less than three times the deficit spending, the district must adopt and file with ISBE a deficit reduction plan to balance the shortfall within three years.					
12	<i>The School Code, Section 17-1 (105 ILCS 5/17-1) - If the 2020-2021 Annual Financial Report (AFR) reflects a deficit as defined above (page 36), then the school district shall adopt and submit a deficit reduction plan (found here on page 23-27) to ISBE within 30 days after acceptance of the AFR.</i>					
13	<i>The deficit reduction plan, if required, is developed using ISBE guidelines and format.</i>					

ILLINOIS STATE BOARD OF EDUCATION
School Business Services Division

	A	B	C	D	E	F	G		
1	*School Districts Only		DEFICIT REDUCTION PLAN						
2									
3								39-055-0610-25	
4								<i>District Number</i>	
5	Decatur Public School District 61								
6	<i>District Name</i>		Educational Fund	Operations & Maintenance Fund	Transportation Fund	Working Cash Fund	Total		
7	ESTIMATED BEGINNING FUND BALANCE <i>(must equal prior Ending Fund Balance)</i>		9,688,831	1,212,830	3,928,749	5,561,871	20,392,281		
8	RECEIPTS/REVENUES	Acct #							
9	LOCAL SOURCES	1000	22,659,360	3,518,000	1,358,200	338,700	27,874,260		
10	FLOW-THROUGH RECEIPTS/REVENUES FROM ONE DISTRICT TO ANOTHER DISTRICT	2000	0	0	0		0		
11	STATE SOURCES	3000	56,380,500	3,250,000	2,900,000	0	62,530,500		
12	FEDERAL SOURCES	4000	65,847,214	0	0	0	65,847,214		
13	Total Receipts/Revenues		144,887,074	6,768,000	4,258,200	338,700	156,251,974		
14	DISBURSEMENTS/EXPENDITURES	Funct #							
15	INSTRUCTION	1000	87,899,489				87,899,489		
16	SUPPORT SERVICES	2000	40,243,047	6,903,500	6,150,040		53,296,587		
17	COMMUNITY SERVICES	3000	1,428,208	0	0		1,428,208		
18	PAYMENTS TO OTHER DISTRICTS & GOVT. UNITS	4000	12,051,356	0	0		12,051,356		
19	DEBT SERVICES	5000	0	0	0		0		
20	PROVISION FOR CONTINGENCIES	6000	1,840	0	0		1,840		
21	Total Disbursements/Expenditures		141,623,940	6,903,500	6,150,040		154,677,480		
22	Excess of Receipts/Revenue Over/(Under) Disbursements/Expenditures		3,263,134	(135,500)	(1,891,840)	338,700	1,574,494		
23	OTHER SOURCES/USES OF FUNDS								
24	OTHER SOURCES OF FUNDS (7000)		100,000	0	0	0	100,000		
25	OTHER USES OF FUNDS (8000)		0	0	0	0	0		
26	TOTAL OTHER SOURCES/USES OF FUNDS		100,000	0	0	0	100,000		
27	ESTIMATED ENDING FUND BALANCE		13,051,965	1,077,330	2,036,909	5,900,571	22,066,775		

ILLINOIS STATE BOARD OF EDUCATION
School Business Services Division

	A	B	H	I	J	K	L
1	*School Districts Only 39-055-0610-25		ESTIMATED BUDGET FY2022-2023				
2							
3							
4	<i>District Number</i>						
5	Decatur Public School District 61						
6	<i>District Name</i>		Educational Fund	Operations & Maintenance Fund	Transportation Fund	Working Cash Fund	Total
7	ESTIMATED BEGINNING FUND BALANCE (must equal prior Ending Fund Balance)		13,051,965	1,077,330	2,036,909	5,900,571	22,066,775
8	RECEIPTS/REVENUES	Acct #					
9	LOCAL SOURCES	1000					0
10	FLOW-THROUGH RECEIPTS/REVENUES FROM ONE DISTRICT TO ANOTHER DISTRICT	2000					0
11	STATE SOURCES	3000					0
12	FEDERAL SOURCES	4000					0
13	Total Receipts/Revenues		0	0	0	0	0
14	DISBURSEMENTS/EXPENDITURES	Funct #					
15	INSTRUCTION	1000					0
16	SUPPORT SERVICES	2000					0
17	COMMUNITY SERVICES	3000					0
18	PAYMENTS TO OTHER DISTRICTS & GOVT. UNITS	4000					0
19	DEBT SERVICES	5000					0
20	PROVISION FOR CONTINGENCIES	6000					0
21	Total Disbursements/Expenditures		0	0	0		0
22	Excess of Receipts/Revenue Over/(Under) Disbursements/Expenditures		0	0	0	0	0
23	OTHER SOURCES/USES OF FUNDS						
24	OTHER SOURCES OF FUNDS (7000)						0
25	OTHER USES OF FUNDS (8000)						0
26	TOTAL OTHER SOURCES/USES OF FUNDS		0	0	0	0	0
27	ESTIMATED ENDING FUND BALANCE		13,051,965	1,077,330	2,036,909	5,900,571	22,066,775

**ILLINOIS STATE BOARD OF EDUCATION
School Business Services Division**

	A	B	M	N	O	P	Q
1	*School Districts Only 39-055-0610-25		ESTIMATED BUDGET FY2023-2024				
2							
3							
4	<i>District Number</i>						
5	Decatur Public School District 61						
6	<i>District Name</i>		Educational Fund	Operations & Maintenance Fund	Transportation Fund	Working Cash Fund	Total
7	ESTIMATED BEGINNING FUND BALANCE (must equal prior Ending Fund Balance)		13,051,965	1,077,330	2,036,909	5,900,571	22,066,775
8	RECEIPTS/REVENUES	Acct #					
9	LOCAL SOURCES	1000					0
10	FLOW-THROUGH RECEIPTS/REVENUES FROM ONE DISTRICT TO ANOTHER DISTRICT	2000					0
11	STATE SOURCES	3000					0
12	FEDERAL SOURCES	4000					0
13	Total Receipts/Revenues		0	0	0	0	0
14	DISBURSEMENTS/EXPENDITURES	Funct #					
15	INSTRUCTION	1000					0
16	SUPPORT SERVICES	2000					0
17	COMMUNITY SERVICES	3000					0
18	PAYMENTS TO OTHER DISTRICTS & GOVT. UNITS	4000					0
19	DEBT SERVICES	5000					0
20	PROVISION FOR CONTINGENCIES	6000					0
21	Total Disbursements/Expenditures		0	0	0		0
22	Excess of Receipts/Revenue Over/(Under) Disbursements/Expenditures		0	0	0	0	0
23	OTHER SOURCES/USES OF FUNDS						
24	OTHER SOURCES OF FUNDS (7000)						0
25	OTHER USES OF FUNDS (8000)						0
26	TOTAL OTHER SOURCES/USES OF FUNDS		0	0	0	0	0
27	ESTIMATED ENDING FUND BALANCE		13,051,965	1,077,330	2,036,909	5,900,571	22,066,775

**ILLINOIS STATE BOARD OF EDUCATION
School Business Services Division**

	A	B	R	S	T	U	V
1	*School Districts Only 39-055-0610-25 <i>District Number</i>		ESTIMATED BUDGET FY2024-2025				
2							
3							
4							
5	Decatur Public School District 61						
6	<i>District Name</i>		Educational Fund	Operations & Maintenance Fund	Transportation Fund	Working Cash Fund	Total
7	ESTIMATED BEGINNING FUND BALANCE <i>(must equal prior Ending Fund Balance)</i>		13,051,965	1,077,330	2,036,909	5,900,571	22,066,775
8	RECEIPTS/REVENUES	Acct #					
9	LOCAL SOURCES	1000					0
10	FLOW-THROUGH RECEIPTS/REVENUES FROM ONE DISTRICT TO ANOTHER DISTRICT	2000					0
11	STATE SOURCES	3000					0
12	FEDERAL SOURCES	4000					0
13	Total Receipts/Revenues		0	0	0	0	0
14	DISBURSEMENTS/EXPENDITURES	Funct #					
15	INSTRUCTION	1000					0
16	SUPPORT SERVICES	2000					0
17	COMMUNITY SERVICES	3000					0
18	PAYMENTS TO OTHER DISTRICTS & GOVT. UNITS	4000					0
19	DEBT SERVICES	5000					0
20	PROVISION FOR CONTINGENCIES	6000					0
21	Total Disbursements/Expenditures		0	0	0		0
22	Excess of Receipts/Revenue Over/(Under) Disbursements/Expenditures		0	0	0	0	0
23	OTHER SOURCES/USES OF FUNDS						
24	OTHER SOURCES OF FUNDS (7000)						0
25	OTHER USES OF FUNDS (8000)						0
26	TOTAL OTHER SOURCES/USES OF FUNDS		0	0	0	0	0
27	ESTIMATED ENDING FUND BALANCE		13,051,965	1,077,330	2,036,909	5,900,571	22,066,775

**ILLINOIS STATE BOARD OF EDUCATION
School Business Services Division**

	A	B	W	X	Y	Z
1	*School Districts Only		SUMMARY BUDGET ADDENDUM - DEFICIT REDUCTION PLAN ESTIMATED BUDGET <i>Date of Adoption:</i> _____ <i>(Enter as MM/DD/YY)</i>			
2						
3	39-055-0610-25					
4	<i>District Number</i>					
5	Decatur Public School District 61					
6	<i>District Name</i>		FY2021-2022	FY2022-2023	FY2023-2024	FY2024-2025
7	ESTIMATED BEGINNING FUND BALANCE <i>(must equal prior Ending Fund Balance)</i>		20,392,281	22,066,775	22,066,775	22,066,775
8	RECEIPTS/REVENUES	Acct #				
9	LOCAL SOURCES	1000	27,874,260	0	0	0
10	FLOW-THROUGH RECEIPTS/REVENUES FROM ONE DISTRICT TO ANOTHER DISTRICT	2000	0	0	0	0
11	STATE SOURCES	3000	62,530,500	0	0	0
12	FEDERAL SOURCES	4000	65,847,214	0	0	0
13	Total Receipts/Revenues		156,251,974	0	0	0
14	DISBURSEMENTS/EXPENDITURES	Funct #				
15	INSTRUCTION	1000	87,899,489	0	0	0
16	SUPPORT SERVICES	2000	53,296,587	0	0	0
17	COMMUNITY SERVICES	3000	1,428,208	0	0	0
18	PAYMENTS TO OTHER DISTRICTS & GOVT. UNITS	4000	12,051,356	0	0	0
19	DEBT SERVICES	5000	0	0	0	0
20	PROVISION FOR CONTINGENCIES	6000	1,840	0	0	0
21	Total Disbursements/Expenditures		154,677,480	0	0	0
22	Excess of Receipts/Revenue Over/(Under) Disbursements/Expenditures		1,574,494	0	0	0
23	OTHER SOURCES/USES OF FUNDS					
24	OTHER SOURCES OF FUNDS (7000)		100,000	0	0	0
25	OTHER USES OF FUNDS (8000)		0	0	0	0
26	TOTAL OTHER SOURCES/USES OF FUNDS		100,000	0	0	0
27	ESTIMATED ENDING FUND BALANCE		22,066,775	22,066,775	22,066,775	22,066,775

Deficit Reduction Plan-Background/Assumptions (School Districts Only)
Fiscal Year 2021-2022 through Fiscal Year 2024-2025

Decatur Public School District 61	39-055-0610-25
--	-----------------------

Please complete the following schedule and include a brief description to identify any areas of the budget that will be impacted from one year to the next. If the deficit reduction plan relies upon new local revenues, identify contingencies for further budget reductions which will be enacted in the event those new revenues are not available.

1. Background and Narrative of Budget Reductions:

2. Assumptions Used in the Deficit Reduction Plan:

- EBF and Estimated New Tier Funding:

- Equal Assessed Valuation and Tax Rates:

- Employee Salaries and Benefits:

- Short and Long Term Borrowing:

- Educational Impact:

- Other Assumptions:

- Has the district considered shared services or outsourcing (Ex: Transportation, Insurance) If yes please explain:

REPORTING OF PUBLIC VENDOR CONTRACTS OF \$1,000 OR MORE (School Districts Only)

In accordance with the School Code, Section 10-20.21, all school districts are required to file a report listing 'vendor contracts' as an attachment to their budget. In this context, the term "vendor contracts" refers to "all contracts and agreements that pertain to goods and services that were intended to generate additional revenue and other remunerations for the school district in excess of \$1,000, including without limitation vending machine contracts, sports and other attire, class rings, and photographic services. **The report is to list information regarding such contracts for the fiscal year immediately preceding the fiscal year of the budget.** All such contracts executed on or after July 1, 2007 must be approved by the school board.

[See: School Code, Section 10-20.21 - Contracts](#)

(Sheet is unprotected and can be re-formatted as needed, but must be used for submission)

[illegible]

Reference Description

- ¹ Each fund balance should correspond to the fund balance reflected on the books as of June 30th - Balance Sheet Accounts #720 and #730 (audit figures, if available).
- ² Accounting and Financial Reporting for Certain Grants and Other Financial Assistance. The "On-Behalf" Payments should only be reflected on this page (Budget Summary, Lines 10 and 20).
- ³ Requires the secretary of the school board to notify the county clerk (within 30 days of the transfer approval) to abate an equal amount of taxes to be next extended. See Sec. 10-22.14 & 17-2.11.
- ^{3a} Requires notification to the county clerk to abate an equal amount from taxes next extended. See section 10-22.14
- ⁴ Principal on Bonds Sold:
 - (1) Funding Bonds are to be entered in the fund or funds in which the liability occurs.
 - (2) Refunding Bonds can be entered in the Debt Services Fund only.
 - (3) Building Bonds can be entered in the Capital Projects Fund only.
 - (4) Fire Prevention and Safety Bonds can be entered in the Fire Prevention & Safety Fund only.
- ⁵

The proceeds from the sale of school sites, buildings, or other real estate shall be used first to pay the principal and interest on any outstanding bonds on the property being sold, and after all such bonds have been retired, the remaining proceeds from the sale next shall be used by the school board to meet any urgent district needs as determined under Sections 2-3.12 and 17-2.11 of the School Code. Once these issues have been addressed, any remaining proceeds may be used for any other authorized purpose and for deposit into any district fund.
- ⁶ The School Code, Section 10-22.44 prohibits the transfer of interest earned on the investment of "any funds for purposes of Illinois Municipal Retirement under the Pension Code." This prohibition does not include funds for Social Security and Medicare-only purposes. For additional requirements on interest earnings, see 23 Illinois Administrative Code, Part 100, Section 100.50.
- ⁷ Cash plus investments must be greater than or equal to zero.
- ⁸ For cash basis budgets, this total will equal the Budget Summary - Total Direct Receipts/Revenues (Line 9) plus Total Other Sources of Funds (Line 46).
- ⁹ For cash basis budgets, this total will equal the Budget Summary - Total Direct Disbursements/Expenditures (Line 19) plus Total Other Uses of Funds (Line 79).
- ¹⁰ Working Cash Fund loans may be made to any district fund for which taxes are levied (Section 20-5 of the School Code).
- ¹¹ Include revenue accounts 1110 through 1115, 1117, 1118 & 1120.
- ¹² The School Code Section 17-2.2c. Tax for leasing educational facilities or computer technology or both, and for temporary relocation expense purposes.
- ¹³ Corporate personal property replacement tax revenue must be first applied to the Municipal Retirement/Social Security Fund to replace tax revenue lost due to the abolition of the corporate personal property tax (30 ILCS 115/12). This provision does not apply to taxes levied for Medicare-Only purposes.
- ¹⁴

Only tuition payments made to private facilities. See Functions 4200 or 4400 for estimated public facility disbursements/expenditures.
- ¹⁵ Payment towards the retirement of lease/purchase agreements or bonded/other indebtedness (principal only) otherwise reported within the fund - e.g.: alternate revenue bonds. (Describe & Itemize)
- ¹⁶ Only abolishment of Working Cash Fund must transfer its funds directly to the Educational Fund upon adoption of a resolution and at the close of the current school Year (see 105 ILCS 5/20-8 for further explanation)
 Only abatement of working cash fund can transfer its funds to any fund in most need of money
 (see 105 ILCS 5/20-10 for further explanation)

CHECK FOR ERRORS	
<p>This worksheet checks various cells to assure that selected items are in balance.</p> <p>Out-of-balance conditions are accompanied by an error message.</p> <p>Errors must be corrected before the budget is finalized and submitted to ISBE.</p>	
Budget Item References	Message
Is Deficit Reduction Plan Required? (Joint Agreements do not complete a deficit reduction plan.)	Congratulations! You have a balanced budget.
If required, is Deficit Reduction Plan Completed (Page: DefReductPlan 23-27)?	
1. Cover Page - "School District or Joint Agreement" and "CASH or ACCRUAL"	
Check School District or Joint Agreement.	School District
Check one type of Accounting Basis used on the Cover sheet.	CASH
2. Budget Summary: Other Sources (Page BudgetSum 2-3 - Acct 7000), must equal Other Uses (BudgetSum 2-3 - Acct. 8000).	
Estimated Beginning Fund Balance July,1 2021 for all Funds (Cells C3 - K3) (Line must have a number or zero. Do not leave blank.)	OK
Estimated Activity Fund Beginning Fund Balance July,1 2021 (Cell C83) (Cell must have a number or zero. Do not leave blank.)	OK
Transfer Among Funds (Funds 10, 20, 40 - Acct 7130 - Cells C29, D29, F29), must equal (Funds 10, 20 & 40 - Acct 8130 - Cells C52, D52, F52).	OK
Transfer of Interest (Funds 10 thru 90 - Acct 7140 - Cells C30:K30), must equal (Funds 10 thru 60, & 80 - Acct 8140 - Cells C53:H53, J53).	OK
Transfer to Debt Service to Pay Principal on Capital Leases (Fund 30 - Acct 7400 - Cell E39) must equal (Funds 10, 20 & 60 - Acct 8400 Cells C57:H60).	OK
Transfer to Debt Service to Pay Interest on Capital Leases (Fund 30 - Acct 7500 - Cell E40) must equal (Funds 10, 20 & 60 - Acct 8500 - Cells C61:H64).	OK
Transfer to Debt Service Fund to Pay Principal on Revenue Bonds (Fund 30 - Acct 7600 - Cell E41) must equal (Funds 10 & 20 - Acct 8600 - Cells C65:D68).	OK
Transfer to Debt Service to Pay Interest on Revenue Bonds (Fund 30 - Acct 7700 - Cell E42) must equal (Funds 10 & 20 - Acct 8700 - Cells C69:D72).	OK
Transfer to Capital Projects Fund (Fund 60 - Acct 7800 - Cell H43) must equal (Fund 10 & 20, Acct 8800 - Cells C73:D76).	OK
3. Summary of Cash Transactions: Beginning Cash Balance on Hand July 1, 2021, (CashSum 4, All Funds), cannot be negative.	
Educational (Fund 10 - Cell C3)	OK
Operations & Maintenance (Fund 20 - Cell D3)	OK
Debt Service (Fund 30 - Cell E3)	OK
Transportation (Fund 40 - Cell F3)	OK
Municipal Retirement/Social Security (Fund 50 - Cell G3)	OK
Capital Projects (Fund 60 - Cell H3)	OK
Working Cash (Fund 70 - Cell I3)	OK
Tort (Fund 80 - Cell J3)	OK
Fire Prevention & Safety (Fund 90 - Cell K3)	OK
Activity Funds (Cell C23)	OK
4. Summary of Cash Transactions: Ending Cash Balance on Hand June 30, 2022, (Page CashSum 4 - All Funds), cannot be negative.	
Educational (Fund 10 - Cell C21)	OK
Operations & Maintenance (Fund 20 - Cell D21)	OK
Debt Service (Fund 30 - Cell E21)	OK
Transportation (Fund 40 - F21)	OK
Municipal Retirement/Social Security (Fund 50 - Cell G21)	OK
Capital Projects (Fund 60 - H21)	OK
Working Cash (Fund 70 - Cell I21)	OK
Tort (Fund 80 - Cell J21)	OK
Fire Prevention & Safety (Fund 90 - Cell K21)	OK
5. Summary of Cash Transactions: Other Receipts, (Page CashSum 4), must equal Other Disbursements, (Page CashSum 4).	
Interfund Loans Payable (Funds 10:60, 80, 90 - Acct 411 - Cells C6:H6, J6:K6) must equal Interfund Loans Receivable (Funds 10:20, 40, 70 - Acct 141 - Cells C15:D15, F15, I15).	OK
Interfund Loans Receivable (Funds 10, 20, 40 & 70 - Acct 141 - Cells C7:D7, F7, I7) must equal Interfund Loans Payable (Funds 10:60, 80, 90 - Acct 411 - Cells C16:H16, J16, K16).	OK

End of Balancing

**DECATUR PUBLIC SCHOOL DISTRICT BUDGET FORM
STATE OF ILLINOIS**

For Fiscal Year Beginning July 1, 2021

Budget of Decatur Public School District No. 61, County of Macon, State of Illinois, for the fiscal year beginning July 1, 2021, and ending June 30, 2022.

WHEREAS, the Board of Education of Decatur Public School District No. 61, County of Macon, State of Illinois, caused to be prepared in tentative form a budget, and the Secretary of this Board has made the same conveniently available to public inspection for the last thirty days prior to final action thereon;

AND, WHEREAS, a public hearing was held as to such budget on the 24th day of August, 2021; notice of said hearing was given at least thirty days prior thereto as required by law, and all other legal requirements have been complied with;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of said District as follows;

SECTION 1: That the fiscal year of this school district be and the same hereby is fixed and declared to be beginning July 1, 2021, and ending June 30, 2022.

SECTION 2: That the following budget containing an estimate of amounts available in each fund, separately, and of expenditures from each be and the same is hereby adopted as the budget of this school district for the said fiscal year.

<u>FUND</u>	<u>REVENUE</u>	<u>EXPENDITURES</u>
Education	\$144,887,074	\$141,623,940
Operations & Maintenance	6,768,000	6,903,500
Debt Service	8,129,229	7,365,088
Transportation	4,258,200	6,150,040
IMRF/Social Security	4,873,315	4,528,095
Capital Projects	3,132,714	13,825,568
Working Cash	338,700	0
Tort Immunity/Judgment	3,112,500	2,622,437
Fire Prevention/Safety	356,300	12,934,375
TOTALS	\$175,856,032	\$195,953,043

ADOPTION OF BUDGET

Adopted this 28TH day of September, 2021, by a roll call vote of _____ Yeas, _____ Nays, _____ Absent.

President of the Board of Education

Secretary of the Board of Education

2021-2022 BUDGET SUMMARY

ALL FUNDS BUDGET

	FUND BALANCE 6/30/2020	PRE AUDIT FUND BALANCE 6/30/2021	2021 - 2022 BUDGET REVENUE	2021 - 2022 BUDGET EXPENDITURES	2021 - 2022 BUDGET NET	ESTIMATED FUND BALANCE 6/30/2022
DISTRICT #61						
Education Fund	\$ 18,408,485	\$ 9,688,831	\$ 144,998,774	\$ 141,623,943	\$ 3,374,831	\$ 13,063,662
Oper/Maintenance Fund	1,235,457	1,212,830	6,768,000	6,903,500	(135,500)	1,077,330
Transportation Fund	2,736,640	3,928,749	4,258,200	6,150,040	(1,891,840)	2,036,909
Working Cash Fund	5,216,695	5,561,871	338,700	-	338,700	5,900,571
Total Operating Funds	\$ 27,597,277	\$ 20,392,281	\$ 156,363,674	\$ 154,677,483	\$ 1,686,191	\$ 22,078,472
Debt Service Fund	\$ 3,875,712	\$ 7,407,911	\$ 8,129,229	\$ 7,365,088	\$ 764,141	\$ 8,172,052
IMRF/SS Fund	2,699,265	2,124,756	4,873,315	4,528,094	345,221	2,469,977
Capital Projects Fund	1,307,761	16,911,799	3,132,714	13,825,568	(10,692,854)	6,218,945
Tort Immunity/Judgment Fund	3,004,056	3,720,380	3,112,500	2,622,437	490,063	4,210,443
Fire Prevention/Safety Fund	35,322,345	13,819,980	356,300	12,934,375	(12,578,075)	1,241,905
TOTAL DISTRICT #61	\$ 73,806,416	\$ 64,377,107	\$ 175,967,732	\$ 195,953,045	\$ (19,985,313)	\$ 44,391,794

**EDUCATION FUND
SUMMARY**

	17-18 ACTUAL	18-19 ACTUAL	19-20 ACTUAL	20-21 PRE AUDIT	21-22 BUDGET
REVENUE					
Local:					
Taxes- Levy	\$ 9,260,721	\$ 18,264,995	\$ 17,903,418	\$ 18,028,384	\$ 18,145,650
Taxes-Local Corporate	3,097,436	3,353,455	3,829,280	5,077,115	3,002,796
Pay in Lieu of Taxes:					
Mobile Home Privilege Tax	8,662	12,196	11,247	10,525	10,350
Decatur Housing Authority	10,078	10,319	10,866	11,207	10,350
Interest on Investments	262,584	542,450	485,086	24,507	23,500
Interest-Real Estate Taxes	2,412	19,234	40,747	27,749	15,900
Food Service	82,640	66,038	48,266	17	-
Other	2,076,980	1,647,793	1,834,525	1,947,262	1,562,514
Total Local Sources	14,801,513	23,916,480	24,163,435	25,126,766	22,771,060
State Aid:					
General State Aid/Evidence-Based Funding	46,315,558	49,409,999	51,134,426	48,846,931	52,614,125
General State Aid - Hold Harmless/ Supplemental	-	-	-	-	-
Special Education	993,901	562,604	631,582	386,643	200,000
Food Service	92,389	110,702	68,951	30,821	67,175
Early Childhood	2,639,896	2,368,492	2,789,507	3,360,017	3,294,260
Other State Aid	579,376	305,265	350,235	350,638	204,940
Total State Aid	50,621,120	52,757,062	54,974,701	52,975,050	56,380,500
Federal Aid:					
Food Service	5,058,722	4,993,434	4,481,724	8,506,211	4,154,535
Title I (includes Title I ARRA)	6,905,587	7,547,589	7,632,846	5,962,201	6,289,631
Title II	906,223	703,042	322,492	676,985	150,585
Special Education Flow through	1,765,173	1,941,035	2,677,229	2,741,584	2,500,000
Other Federal Aid	1,697,619	1,251,945	269,051	4,061,079	52,752,463
Total Federal Aid	16,333,324	16,437,045	15,383,342	21,948,060	65,847,214
TOTAL REVENUE	\$ 81,755,957	\$ 93,110,587	\$ 94,521,478	\$ 100,049,876	\$ 144,998,774
EXPENDITURES					
Salaries	\$ 47,681,486	\$ 49,209,285	\$ 50,074,615	\$ 52,859,501	\$ 91,600,614
Employee Benefits	14,555,725	13,890,065	13,541,719	13,202,812	13,493,315
Purchased Services	11,193,554	11,146,667	10,535,566	15,743,066	11,751,970
Supplies/Materials	2,952,439	4,442,903	4,156,473	6,393,174	4,806,821
Capital Outlay	567,478	326,070	616,018	8,856,631	3,054,911
Other (includes tuition and transfers)	8,718,949	10,335,826	10,760,869	10,532,802	12,202,157
Non-Capitalized Equipment	742,538	216,396	812,846	1,130,605	4,708,355
Termination Benefits	33,342	43,377	54,164	51,268	5,800
TOTAL EXPENDITURES	\$ 86,445,511	\$ 89,610,589	\$ 90,552,270	\$ 108,769,859	\$ 141,623,943

**OPERATIONS & MAINTENANCE FUND
SUMMARY**

	17-18 ACTUAL	18-19 ACTUAL	19-20 ACTUAL	20-21 PRE AUDIT	21-22 BUDGET
REVENUE					
Local:					
Taxes-Levy	\$ 1,740,728	\$ 3,433,270	\$ 3,365,167	\$ 3,388,794	\$ 3,454,000
Pay in Lieu of Taxes:					
Mobile Home Privilege Tax	1,628	2,293	2,115	1,979	2,000
Decatur Housing Authority	1,894	1,940	2,043	2,107	2,500
Interest on Investments	21,403	26,943	14,421	563	500
Interest-Real Estate Taxes	453	3,742	7,659	5,216	4,000
Transfer from Tort Immunity Fund	69,059	-	-	-	-
Other	54,068	53,574	59,827	66,282	55,000
Total Local Sources	1,889,233	3,521,762	3,451,232	3,464,941	3,518,000
State Aid:	1,794,935	2,050,000	2,500,000	2,350,000	3,250,000
Federal Aid:	251	-	-	-	
TOTAL REVENUE	\$ 3,684,419	\$ 5,571,762	\$ 5,951,232	\$ 5,814,941	\$ 6,768,000
EXPENDITURES					
Salaries	\$ 2,163,256	\$ 2,316,035	\$ 2,473,194	\$ 2,512,045	\$ 2,693,000
Employee Benefits	560,251	482,544	458,290	493,009	472,500
Purchased Services	434,086	569,803	669,032	392,593	496,500
Supplies & Materials	2,233,250	2,840,340	2,206,145	2,270,374	2,546,000
Capital Outlay	181,728	95,210	133,274	56,384	588,000
Other	2,200	2,562	2,138	2,346	1,500
Non-Capitalized Equipment	158,740	89,958	61,992	103,123	106,000
Termination Benefits	-	2,745	2,556	7,693	-
TOTAL EXPENDITURES	\$ 5,733,511	\$ 6,399,197	\$ 6,006,621	\$ 5,837,567	\$ 6,903,500

**TRANSPORTATION FUND
SUMMARY**

	17-18 ACTUAL	18-19 ACTUAL	19-20 ACTUAL	20-21 PRE AUDIT	21-22 BUDGET
REVENUE					
Local:					
Taxes- Levy	\$ 696,290	\$ 1,373,309	\$ 1,346,067	\$ 1,355,518	\$ 1,351,500
Pay in Lieu of Taxes:					
Mobile Home Privilege Tax	651	917	846	791	800
Decatur Housing Authority	758	776	817	843	900
Bus Fees-Less than 1 1/2 Miles	6,152	10,138	4,014	-	1,500
Interest on Investments	23,748	53,243	35,199	2,998	1,500
Interest-Real Estate Taxes	181	1,497	3,064	2,086	2,000
Other	7,556	8,192			
Total Local Sources	735,336	1,448,072	1,390,007	1,362,236	1,358,200
State Aid:					
Regular/Vocational Students	2,754,706	2,536,655	2,692,505	2,140,754	2,000,000
Special Ed Students	1,429,975	1,275,521	1,264,269	1,159,988	900,000
General State Aid	1,618,370	-	-	-	-
Early Childhood	165,057	140,888	51,210	154,057	-
Adult Education	-	-	-	-	-
Other	423	320	-	-	-
Total State Sources	5,968,531	3,953,384	4,007,984	3,454,799	2,900,000
Federal Aid:					
Title I (includes ARRA Title I)	63,718	79,556	87,466	-	-
Title IV	-	-	-	-	-
Other	49,855	26,232	-	-	-
Total Federal Sources	113,573	105,788	87,466	-	-
TOTAL REVENUE	\$ 6,817,440	\$ 5,507,244	\$ 5,485,457	\$ 4,817,035	\$ 4,258,200
EXPENDITURES					
Salaries	\$ 109,321	\$ 127,260	\$ 117,531	\$ 92,928	\$ 135,335
Employee Benefits	8,673	14,925	19,841	19,971	20,705
Purchased Services	6,089,966	6,138,884	4,619,405	3,441,321	5,834,500
Supplies	12,330	15,041	9,139	4,193	28,000
Capital Outlay	-	24,504	-	64,790	130,000
Other	-	-	-	-	-
Non-Capitalized Equipment	-	-	-	1,723	1,500
Termination Benefits	-	5,624	-	-	-
TOTAL EXPENDITURES	\$ 6,220,290	\$ 6,326,238	\$ 4,765,916	\$ 3,624,926	\$ 6,150,040

**WORKING CASH FUND
SUMMARY**

	17-18 ACTUAL	18-19 ACTUAL	19-20 ACTUAL	20-21 PRE AUDIT	21-22 BUDGET
REVENUE					
Taxes- Levy	\$ 174,073	\$ 343,328	\$ 336,518	\$ 338,881	\$ 335,300
Pay in Lieu of Taxes:					
Mobile Home Privilege Tax	163	229	212	198	200
Decatur Housing Authority	190	194	204	211	200
Interest on Investments	29,129	101,987	37,804	5,365	2,500
Interest-Real Estate Taxes	45	374	766	522	500
Bond Proceeds	2,178,200	-	9,714,846	21,006,705	-
TOTAL REVENUE	\$ 2,381,800	\$ 446,112	\$ 10,090,350	\$ 21,351,882	\$ 338,700
EXPENDITURES					
Abatement Transfer to Other Funds	\$ 2,700,000	\$ -	\$ 9,714,846	\$ 21,006,705	\$ -
TOTAL EXPENDITURES	\$ 2,700,000	\$ -	\$ 9,714,846	\$ 21,006,705	\$ -

**DEBT SERVICE FUND
SUMMARY**

	17-18 ACTUAL	18-19 ACTUAL	19-20	20-21	21-22 BUDGET
REVENUE					
Taxes- Levy	\$ 1,514,578	\$ 3,023,131	\$ 3,000,387	\$ 3,155,374	\$ 3,322,929
Pay in Lieu of Taxes:					
Mobile Home Privilege Tax	1,417	2,018	1,885	1,842	1,800
Decatur Housing Authority	1,648	1,708	1,821	1,961	2,000
Interest on Investments	9,856	14,013	22,413	3,233	1,500
Interest-Real Estate Taxes	395	3,295	6,829	4,857	5,000
School Facility Occupation Tax	4,863,741	5,351,844	5,277,863	5,335,607	4,796,000
Premium on Bonds Sold	25,800	-	7,017,167	66,451,384	-
Other	-	-	-	-	-
TOTAL REVENUE	\$ 6,417,435	\$ 8,396,009	\$ 15,328,365	\$ 74,954,258	\$ 8,129,229
EXPENDITURES					
Bond Principal Retired	\$ 3,720,000	\$ 3,712,295	\$ 9,650,409	\$ 67,423,669	\$ 2,005,000
Defeased Bonds/Expense of Bonds Issued	25,800	-	-		
Interest/Service Charges on Bonds	3,782,066	3,821,862	3,570,179	3,998,391	5,360,088
TOTAL EXPENDITURES	\$ 7,527,866	\$ 7,534,157	\$ 13,220,588	\$ 71,422,060	\$ 7,365,088

**ILLINOIS MUNICIPAL RETIREMENT/SOCIAL SECURITY FUND
SUMMARY**

	17-18 ACTUAL	18-19 ACTUAL	19-20 ACTUAL	20-21 PRE AUDIT	21-22 BUDGET
REVENUE					
Local:					
Taxes- IMRF	\$ 1,188,921	\$ 2,546,319	\$ 1,445,676	\$ 2,363,413	\$ 2,082,415
Taxes-Social Security/Medicare	792,800	1,409,907	2,408,114	1,861,804	1,977,000
Taxes-Local Corporate	282,743	303,279	173,499	-	800,000
Pay in Lieu of Taxes:					
Mobile Home Privilege Tax IMRF	1,113	1,700	908	1,380	1,500
Mobile Home SS/Med	741	942	1,513	1,087	1,200
Decatur Housing Authority IMRF	1,294	1,439	877	1,469	1,500
Decatur Housing Authority SS/Med	863	797	1,462	1,157	1,200
Interest on Investments	37,999	68,242	57,671	1,902	2,000
Interest-Real Estate Taxes	516	4,312	8,771	6,503	6,500
Other	59,358	16,814	15,576	31,855	-
Total Local Sources	2,366,348	4,353,751	4,114,067	4,270,570	4,873,315
Federal:					
SAMSHA	13,406	-	-	-	-
Total Federal Sources	13,406	-	-	-	-
TOTAL REVENUE	\$ 2,379,754	\$ 4,353,751	\$ 4,114,067	\$ 4,270,570	\$ 4,873,315
EXPENDITURES					
Instruction:					
Regular Programs/Pre K Programs	\$ 460,634	\$ 474,435	\$ 492,078	\$ 559,151	\$ 513,468
Special Ed Programs/Remedial Program	951,770	1,069,280	901,427	1,085,360	758,550
Adult/Continuing Ed Programs	-	-	-	-	-
Vocational Programs	-	1,519	2,241	2,382	2,265
Interscholastic Programs	52,935	63,203	57,336	44,178	55,223
Summer School/Gifted Programs	707	758	1,249	130	1,249
Driver's Education	1,689	1,571	939	2,081	943
Bilingual Programs	2,198	2,868	3,306	3,584	3,065
Alternative Programs	11,523	16,541	36,306	43,543	73,494
Total Instruction	1,481,456	1,630,175	1,494,882	1,740,409	1,408,257
Support Services:					
Pupil	278,239	273,175	287,751	341,676	486,104
Instructional Staff	238,535	200,609	181,492	189,563	71,133
General Administration	171,138	164,462	159,710	102,708	105,965
School Administration	315,667	293,928	301,997	340,134	338,935
Business	1,358,979	1,267,412	1,319,229	1,611,219	1,784,005
Central	211,117	205,055	219,146	302,214	255,180
Other Support Services	923	2,788	3,061	12,159	12,855
Total Support Services	2,574,598	2,407,429	2,472,386	2,899,673	3,054,177
Community Services	187,840	150,642	179,328	204,998	65,661
TOTAL EXPENDITURES	\$ 4,243,894	\$ 4,188,246	\$ 4,146,596	\$ 4,845,080	\$ 4,528,095

IMRF/SOCIAL SECURITY/MEDICARE			
EMPLOYER COST			
	Social		
Year	IMRF	Security	Medicare
2021	10.99%	6.20%	1.45%
2022	8.62%	6.20%	1.45%

**CAPITAL PROJECTS FUND
SUMMARY**

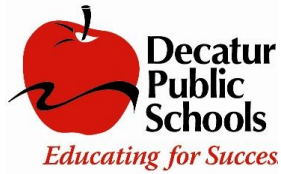
	17-18 ACTUAL	18-19 ACTUAL	19-20 ACTUAL	20-21 PRE AUDIT	21-22 BUDGET
REVENUE					
Local:					
Interest on Investments	\$ 18,069	\$ 59,912	\$ 112,971	\$ 5,934	\$ 5,000
School Facility Occupation Tax	350,611	-	-		500,000
Transfer From Working Cash	2,700,000	-	9,714,846	21,006,705	
Other	219,009	230,314	26,948	88,577	2,000,000
Premium on Bonds Sold	-	-	-		
Federal aid:					627,714
TOTAL REVENUE	\$ 3,287,689	\$ 290,226	\$ 9,854,765	\$ 21,101,216	\$ 3,132,714
EXPENDITURES					
Salaries	\$ 8,838	\$ 974	\$ -	\$ 39,261	\$ 20,000
Purchased Services	1,071,830	381,409	11,118,911	5,294,557	11,581,757
Supplies	84,921	82,521	374,603	101,437	1,652,493
Capital Outlay	134,102	11,391	-	16,796	302,102
Non-Capitalized Equipment	-	3,793	65,996	45,128	269,216
TOTAL EXPENDITURES	\$ 1,299,691	\$ 480,088	\$ 11,559,510	\$ 5,497,179	\$ 13,825,568

**TORT IMMUNITY/JUDGMENT FUND
SUMMARY**

	17-18 ACTUAL	18-19 ACTUAL	19-20 ACTUAL	20-21 PRE AUDIT	21-22 BUDGET
REVENUE					
Local:					
Taxes- Levy	\$ 1,393,458	\$ 2,782,322	\$ 2,902,796	\$ 2,760,716	\$ 3,103,500
Pay in Lieu of Taxes:					
Mobile Home Privilege Tax	1,303	1,857	1,824	1,612	1,600
Decatur Housing Authority	1,516	1,572	1,762	1,716	1,700
Interest on Investments	28,605	61,456	55,827	2,121	1,500
Interest-Real Estate Taxes	363	3,033	6,607	4,249	4,200
Other	16,919	-	-	-	-
Total Local Sources	\$ 1,442,164	\$ 2,850,240	\$ 2,968,816	\$ 2,770,414	\$ 3,112,500
EXPENDITURES					
Salaries	\$ 482,261	\$ 525,164	\$ 558,935	\$ 198,446	\$ 679,317
Employee Benefits	169,447	150,369	128,916	41,284	160,120
Purchased Services	2,268,487	1,708,824	1,134,960	1,669,554	1,783,000
Supplies	-	-	-	-	-
Other (includes transfers)	69,859	100	-	-	-
Non-Capitalized Equipment	-	-	-	-	-
TOTAL EXPENDITURES	\$ 2,990,054	\$ 2,384,457	\$ 1,822,811	\$ 1,909,284	\$ 2,622,437

**FIRE PREVENTION & SAFETY FUND
SUMMARY**

	17-18 ACTUAL	18-19 ACTUAL	19-20 ACTUAL	20-21 PRE AUDIT	21-22 BUDGET
REVENUE					
Local:					
Taxes- Levy	\$ 174,073	\$ 343,328	\$ 336,518	\$ 338,881	\$ 345,400
Pay in Lieu of Taxes:					
Mobile Home Privilege Tax	163	229	212	198	200
Decatur Housing Authority	190	194	204	211	200
Interest on Investments	33,227	84,667	52,329	18,249	10,000
Interest-Real Estate Taxes	45	374	765	522	500
Bond Proceeds	-	-	32,641,687	-	-
TOTAL REVENUE	<u>\$ 207,698</u>	<u>\$ 428,792</u>	<u>\$ 33,031,715</u>	<u>\$ 358,061</u>	<u>\$ 356,300</u>
EXPENDITURES					
Salaries	\$ 3,358	\$ 8,020	\$ 7,366	\$ 709	\$ 2,500
Benefits	144	-	-	14.00	-
Purchased Services	483,038	116,823	1,155,204	21,839,044	12,891,875
Supplies & Materials	15,814	12,380	-	20,658	40,000
Capital Outlay	-	-	-	-	-
Other	-	-	-	-	-
Non-Capitalized Equipment	-	-	-	-	-
TOTAL EXPENDITURES	<u>\$ 502,354</u>	<u>\$ 137,223</u>	<u>\$ 1,162,570</u>	<u>\$ 21,860,425</u>	<u>\$ 12,934,375</u>



Board of Education Decatur Public School District #61

Date: September 28, 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 expertise 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:

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

RECOMMENDED ACTION:

- ☒ Approval
☐ Information
☐ Discussion

BOARD ACTION: _____



COLLABORATION AGREEMENT

Between

Decatur Public Schools

And



EQUAL
OPPORTUNITY
SCHOOLS



COLLABORATION AGREEMENT

Decatur Public Schools and Equal Opportunity Schools

1. PARTIES

This Collaboration Agreement (this “Agreement”), effective as of July 1st, 2021 (the “Effective Date”), is by and between Equal Opportunity Schools, a Washington non-profit corporation, with an address at 5601 6th Ave S #258, Seattle, WA 98108 (“EOS”), and Decatur Public Schools, with 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 socioeconomic factors.

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



COLLABORATION AGREEMENT

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:

<u>Action for Equity Partner Schools and Program</u>	<u>School Year</u>	<u>Cost per school</u>	<u>District cost</u>
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 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:

<u>Type of visit</u>	<u>Time</u>	<u>Details</u>	<u>Cost</u>
School site trainings/meetings	One day is defined as 9am – 4pm local time	One day can include up to three school site visits	\$3,500 per EOS staff, per day
District trainings, district meetings, or district planning meetings	One day is defined as 9am – 4pm local time	District training/meetings means 2 or more schools are included	\$7,000 per EOS staff, per day

If the additional visit(s) elected are virtual, the cost is ½ 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-



COLLABORATION AGREEMENT

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.



COLLABORATION AGREEMENT

Decatur Public Schools and Equal Opportunity Schools

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.



COLLABORATION AGREEMENT

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.



COLLABORATION AGREEMENT

Decatur Public Schools and Equal Opportunity Schools

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.



COLLABORATION AGREEMENT

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]



COLLABORATION AGREEMENT

Decatur Public Schools and Equal Opportunity Schools

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 Opportunity Schools

Signature

Signature

Name

Name

Title

Title

Date

Date

School District Accounts Payable Contact Information

Full Name

Email

Phone

Street Address

City, State

Zip Code

Purchase Order required for invoicing?
(circle one)

Yes

No

District Data Personnel Contact Information

Full Name

Email

Phone



COLLABORATION AGREEMENT

Decatur Public Schools and Equal Opportunity Schools

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.
--	---



COLLABORATION AGREEMENT

Decatur Public Schools and Equal Opportunity Schools

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.



COLLABORATION AGREEMENT

Decatur Public Schools and Equal Opportunity Schools

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 11 th /12 th 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.



COLLABORATION AGREEMENT

Decatur Public Schools and Equal Opportunity Schools

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 11 th /12 th 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:



COLLABORATION AGREEMENT

Decatur Public Schools and Equal Opportunity Schools

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.



COLLABORATION AGREEMENT

Decatur Public Schools and Equal Opportunity Schools

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.



COLLABORATION AGREEMENT

Decatur Public Schools and Equal Opportunity Schools

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.



COLLABORATION AGREEMENT

Decatur Public Schools and Equal Opportunity Schools

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	EOS will use this information to identify the school-wide participation trends in AP and IB classes, and to achieve Collaboration Objectives.
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	
Course Grades	Student	Student ID, school name, course ID, course name, course selection, term, sub-term, grade	
AP Exam Scores / IB Exam Scores	Student	Student ID, test name, test subject, test score, test year	
Course Request	Student	Student ID, school name, course ID, course name	



COLLABORATION AGREEMENT


Decatur Public Schools and Equal Opportunity Schools

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		

COLLABORATION AGREEMENT

Decatur Public Schools and Equal Opportunity Schools

Exhibit D – INSURANCE

ACORD		CERTIFICATE OF LIABILITY INSURANCE		OP ID: SR															
				DATE (MM/DD/YYYY) 08/20/2020															
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																			
PRODUCER Sprague Israel Giles 1501 Fourth Avenue, Suite 730 Seattle, WA 98101-3225 Matt Conroy			CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): EMAIL ADDRESS: PRODUCER CUSTOMER ID #: EQUAL-1																
INSURED Equal Opportunity Schools 5601 Sixth Avenue S, Ste 258 Seattle, WA 98108			<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Ins.</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Ins.	18058	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																		
INSURER A: Philadelphia Indemnity Ins.	18058																		
INSURER B:																			
INSURER C:																			
INSURER D:																			
INSURER E:																			
INSURER F:																			
<p>COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:</p> <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>																			
INSTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK2107734	03/22/2020	03/22/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000												
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK2107734	03/22/2020	03/22/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$												
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB714514	03/22/2020	03/22/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$												
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PHPK2107734 WA STOP GAP	03/22/2020	03/22/2021	<input checked="" type="checkbox"/> UNLTD STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000												
A	SEXUAL ABUSE			PHPK2107734	03/22/2020	03/22/2021	Per Occ 1,000,000 Aggregate 1,000,000												
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) ***EVIDENCE ONLY***																			
CERTIFICATE HOLDER				CANCELLATION															
CERTIFICATE HOLDER				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.															
				AUTHORIZED REPRESENTATIVE 															



COLLABORATION AGREEMENT

Decatur Public Schools and Equal Opportunity Schools

Exhibit E – EOS W-9

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service		Request for Taxpayer Identification Number and Certification		Give Form to the requester. Do not send to the IRS.																																															
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. EQUAL OPPORTUNITY SCHOOLS																																																			
2 Business name/disregarded entity name, if different from above																																																			
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	<input type="checkbox"/> Individual/sole proprietor or single-member LLC		<input checked="" type="checkbox"/> C Corporation		<input type="checkbox"/> S Corporation																																														
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ▶		<input type="checkbox"/> Partnership		<input type="checkbox"/> Trust/estate																																														
	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.																																																		
	<input type="checkbox"/> Other (see instructions) ▶																																																		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		5 Address (number, street, and apt. or suite no.) See instructions. 5601 6th. S #258																																																	
6 City, state, and ZIP code SEATTLE, WA 98108		7 List account number(s) here (optional)																																																	
Part I Taxpayer Identification Number (TIN)																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																																																			
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																			
<table border="1"><tr><td colspan="9">Social security number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr><tr><td colspan="9">or</td></tr><tr><td colspan="9">Employer identification number</td></tr><tr><td>3</td><td>7</td><td>-</td><td>1</td><td>6</td><td>0</td><td>9</td><td>6</td><td>5</td><td>9</td></tr></table>						Social security number													-					or									Employer identification number									3	7	-	1	6	0	9	6	5	9
Social security number																																																			
				-																																															
or																																																			
Employer identification number																																																			
3	7	-	1	6	0	9	6	5	9																																										
Part II Certification																																																			
Under penalties of perjury, I certify that:																																																			
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and																																																			
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																																																			
3. I am a U.S. citizen or other U.S. person (defined below); and																																																			
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																																			
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																			
Sign Here		Signature of U.S. person ▶ <i>Pamela M. Nelson</i>																																																	
		Date ▶ 8/4/2020																																																	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

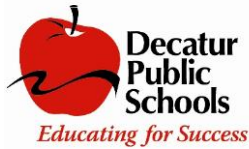
Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Board of Education Decatur Public School District #61

Date: September 28, 2021	Subject: Blackboard Website and ParentLink Mass Notification System Renewal Agreement
Initiated By: Maurice Payne, Director of Information Technology and Maria Robertson, Director of Community Engagement	Attachments: Blackboard Software & Services Product and Pricing Contract and Blackboard Master Agreement
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

The Blackboard software agreement renews the following items: 1) the District's website, 2) ParentLink, the mass communication notification system, and 3) the District's mobile app for the next three years. The District's last renewal was a single-year contract, under which the district incurs a rate increase each subsequent renewal year. This contract extends for three years, locking in the current renewal rate for those three years.

CURRENT CONSIDERATIONS:

The purchase includes the same products renewed in last year's agreement: Social Media Manager, Mobile Communication Application, Teacher Messaging, ParentLink Attendance Application, and Video Publishing capabilities on websites. Included in the recommendation are one-time fees totaling \$19,964.10. These expenses would be paid for in year one of the multi-year contract, which include: a redesign of our website template to provide a better user experience for website visitors, customized content display features, increased text (SMS) character capacity in mass notifications, and upgrades to the district's mobile app and teacher messaging.

FINANCIAL CONSIDERATIONS:

This purchase is being funded under the existing IT budget for the next three school years, beginning Fall 2021 and ending Summer 2024. Administration recommends moving to a multi-year agreement to lock in the renewal rate for products and services used specifically and heavily by the Communications Department. The total cost for the three year contract is \$219,893.92 with a payment schedule as follows: year one: \$85,819.62; year two: \$67,037.15; year three: \$67,037.15.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the three year contract with Blackboard: Website, ParentLink, and mobile app in the total amount of \$219,893.92 as presented.

RECOMMENDED ACTION:

- ☐ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____



This Blackboard Order Form ('Order Form') by and between **Blackboard Inc.** ('Blackboard') and **Decatur School District 61** ('Customer') details the terms of Customer's use of the products and services set forth below ('Product and Pricing Summary'). This Order Form shall become effective on the Effective Date. This Order Form, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> and incorporated by this reference, form the entire agreement between the parties in respect to the products and services set forth in the Product and Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by the Customer, any product or service provided by Blackboard to the Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable. In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Software & Services Product and Pricing Summary

Period Number	Total
Period 1	\$85,819.62
Period 2	\$67,037.15
Period 3	\$67,037.15
Contract Total	\$219,893.92

Period 1				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-APPSTM-S	APP STORE MAINTENANCE SERVICE	01-Jul-2021 to 30-Jun-2022	\$0.00
1	WCM-CRT-TP-D-R	CREATIVE DIAM CUST TEMPL RESP	01-Jul-2021 to 30-Jun-2022	\$16,450.00
1	BC-REACH-IMPL	IMPL SVC REACH	01-Jul-2021 to 30-Jun-2022	\$500.00
8490	BC-MN	MASS NOTIFICATIONS	01-Jul-2021 to 30-Jun-2022	\$10,697.40
1	MCA-LAUNCH-BAS	MCA LAUNCH SERVICE (BASIC)	01-Jul-2021 to 30-Jun-2022	\$1,500.00
8490	MCA-APPI	MOBILE COMMUNICATIONS APP INTG	01-Jul-2021 to 30-Jun-2022	\$11,206.80
1	WCM-CRT-ML-MMC	MULTIMEDIA COLLAGE APP	01-Jul-2021 to 30-Jun-2022	\$750.00
1	WCM-CRT-ML-MMC-ICM	MULTIMEDIA COLLAGE APP MAINT	01-Jul-2021 to 30-Jun-2022	\$137.26
15	WCM-PVA	PREMIUM VIDEO APP	01-Jul-2021 to 30-Jun-2022	\$3,939.75
8490	BC-MN-TAPP	TEACHER COMMUNICATION	01-Jul-2021 to 31-Jul-2021	\$764.10
15	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 1 Band: 1 - 2,000 FTE	01-Jul-2021 to 30-Jun-2022	\$26,947.95
8450	BC-REACH	BB REACH	01-Aug-2021 to 30-Jun-2022	\$8,281.00
1	WCM-CRT-TP-MNT	CREATIVE TEMPL REGUL MAINT	01-Aug-2021 to 30-Jun-2022	\$758.36
8450	BC-MN-300SMS	MASS NOTIFICATION 300 SMS+	01-Aug-2021 to 30-Jun-2022	\$3,887.00
Period 1 Total				\$85,819.62

Period 2				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-APPSTM-S	APP STORE MAINTENANCE SERVICE	01-Jul-2022 to 30-Jun-2023	\$0.00
8450	BC-REACH	BB REACH	01-Jul-2022 to 30-Jun-2023	\$9,041.50

1	WCM-CRT-TP-MNT	CREATIVE TEMPL REGUL MAINT	01-Jul-2022 to 30-Jun-2023	\$828.75
8450	BC-MN-300SMS	MASS NOTIFICATION 300 SMS+	01-Jul-2022 to 30-Jun-2023	\$4,225.00
8490	BC-MN	MASS NOTIFICATIONS	01-Jul-2022 to 30-Jun-2023	\$10,697.40
8490	MCA-APPI	MOBILE COMMUNICATIONS APP INTG	01-Jul-2022 to 30-Jun-2023	\$11,206.80
1	WCM-CRT-ML-MMC-ICM	MULTIMEDIA COLLAGE APP MAINT	01-Jul-2022 to 30-Jun-2023	\$150.00
15	WCM-PVA	PREMIUM VIDEO APP	01-Jul-2022 to 30-Jun-2023	\$3,939.75
15	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 2 Band: 1 - 2,000 FTE	01-Jul-2022 to 30-Jun-2023	\$26,947.95
Period 2 Total				\$67,037.15

Period 3				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-APPSTM-S	APP STORE MAINTENANCE SERVICE	01-Jul-2023 to 30-Jun-2024	\$0.00
8450	BC-REACH	BB REACH	01-Jul-2023 to 30-Jun-2024	\$9,041.50
1	WCM-CRT-TP-MNT	CREATIVE TEMPL REGUL MAINT	01-Jul-2023 to 30-Jun-2024	\$828.75
8450	BC-MN-300SMS	MASS NOTIFICATION 300 SMS+	01-Jul-2023 to 30-Jun-2024	\$4,225.00
8490	BC-MN	MASS NOTIFICATIONS	01-Jul-2023 to 30-Jun-2024	\$10,697.40
8490	MCA-APPI	MOBILE COMMUNICATIONS APP INTG	01-Jul-2023 to 30-Jun-2024	\$11,206.80
1	WCM-CRT-ML-MMC-ICM	MULTIMEDIA COLLAGE APP MAINT	01-Jul-2023 to 30-Jun-2024	\$150.00
15	WCM-PVA	PREMIUM VIDEO APP	01-Jul-2023 to 30-Jun-2024	\$3,939.75
15	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 3 Band: 1 - 2,000 FTE	01-Jul-2023 to 30-Jun-2024	\$26,947.95
Period 3 Total				\$67,037.15

B. Terms

1. The Initial Term of this Order Form shall include all Periods included in the Software & Services Product and Pricing Summary above.
2. Following the Initial Term, this Order Form shall renew automatically for successive periods of one (1) year each (each a "Renewal Term"), unless and until Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Effective Date: 01-Jul-2021


C. Payment Terms

1. All initial and subsequent payments shall be due NET30. Unless otherwise stated, all prices are in United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

In Process

Sales Approved: Chad Arnold

Initial: 

Sales Approved:

Initial:

Customer: Decatur School District 61


Signature:

Name:

Title:

Date:

Blackboard Inc.

Signature: 

Name: Michael Pohorylo

Title:

Date: 17-Sep-2021

Blackboard does not require a PO for the purchase or payment of the products on this Order Form. If your organization requires a PO in addition to this signed contract, please provide all known information here. If a PO will be issued after signature, indicate 'Pending' in the PO Number field.

PO Number:

Attach PO or send PO to Operations@blackboard.com(Optional):

Attach Tax Exemption (Optional):

PO Amount:

Invoicing

Send Invoices via email to:

1. Name:

2. Name:

3. Name:

Email:

Email:

Email:

In Process

BLACKBOARD® Master Agreement for All Products and Services

The terms contained herein (the "**Master Agreement**") and any accompanying Blackboard ordering document (an "**Order Form**"), or the acceptance by Blackboard of an acknowledgement form or purchase order form referencing an Order Form incorporating these terms form the entire agreement ("**Agreement**") between the entity listed in any Order Form (hereafter, "**Customer**" or "**you**") and the Blackboard entity listed in any Order Form (hereafter, "**we**", "**us**" or "**Blackboard**"), with respect to the products and/or services listed in any Order Form ("**Products and Services**").¹

1. APPLICABILITY OF THIS MASTER AGREEMENT

This Agreement governs: (a) your rights to access and use software licensed on a term or perpetual basis ("**Software**"); (b) your rights to access and use software made available under a software-as-a-service delivery model for a term ("**SaaS Services**"); (c) your rights to support and/or maintenance services which you purchase or are otherwise entitled to receive other than Student Support Services ("**Support**"); (d) any professional services ("**Professional Services**"); (e) any managed hosting services, cloud hosting services or other hosting services ("**Hosting Services**"); (f) any hardware and/or firmware ("**Equipment**"); and (g) any student support services ("**Student Support Services**").

2. RIGHTS OF ACCESS AND USE.

2.1 License to Use SaaS Services or Hosting Services. With respect to SaaS Services or Hosting Services, for the Term (as defined in Section 9.1), we grant you a non-exclusive, non-transferable, non-sublicensable license to access and use the SaaS Services (or, as applicable, Hosting Services) made available by Blackboard to you on a remote-access, subscription basis via the Internet solely in support of your operations.

2.2 License to Use Software Provided on a Perpetual or Term Basis. With respect to Software, for the Term, or where a license is specified as "perpetual", on an ongoing basis unless and until terminated as provided herein, we grant you a non-exclusive, non-transferable, non-sublicensable, license to use the Software on a Designated Configuration solely in support of your operations. A "**Designated Configuration**" shall mean a configuration of hardware and software which is supported by us and on which the Software is operated by or for you, which may include a configuration on your premises or a configuration managed by us for you.

2.3 Evaluation License. If Customer is provided an Evaluation License, Blackboard grants you a limited, non-exclusive, non-transferable non-sublicensable license to install and use one (1) Evaluation copy of the Software, SaaS Services or Hosting Services, as applicable, ("Evaluation License") subject to the obligations herein and solely in connection with your internal evaluation of the Software, SaaS Service or Hosting Services and not for any production or commercial purpose.

2.4 API License. If you are purchasing an application programming interface ("**API**") license, other than a Learn API as defined below, we grant you a limited, non-exclusive, revocable, non-sublicensable, non-transferable license to access each API set forth in the Order Form. The API(s) are provided in the form of a web service that enables a "connection" into our servers. We will provide you with the information necessary to enable your secure use of the API(s). You may not use or install the API(s) for any other purpose without our written consent, and may not copy, rent, adapt, disassemble, lease, assign, sublicense, reverse engineer, modify or decompile, the API(s) or any part thereof. We reserve the right to limit the number and/or frequency of API requests or take other actions necessary to protect the integrity of our services.

2.5 Authorized Users. You agree to only grant access to the SaaS Services, Hosting Services, and/or Software to those individuals defined in the Terms Applicable to Specific Products and Services, below ("**Authorized Users**").

2.6 License Restrictions. You may not use the Software, Hosting Services, or SaaS Services beyond the usage, storage or other applicable limitations set forth in the Agreement. In addition, unless otherwise expressly permitted in the Agreement, without our prior written consent, you will not: (i) permit any third-party to install, configure, access, use or copy all or any portion of the Software, Hosting Services, or SaaS Services; (ii) modify, reverse engineer, decompile, disassemble, distribute, create derivative works based on, copy or otherwise exploit all or any portion of the SaaS Services, Hosting Services, or Software except as expressly permitted by applicable law, rule or regulation ("**Law**"); (iii) sell, sublicense, rent, lease, or otherwise transfer rights to all or any portion of the SaaS Services, Hosting Services, or Software; (iv) use the SaaS Services, Hosting Services, or Software to operate in or as a time-sharing, outsourcing or service bureau environment or in any manner which supports the business of a third party; (v) obscure, remove or alter any intellectual property rights notices or markings on the SaaS Services, Hosting Services, or Software; or (vi) use the SaaS Services, Hosting Services, or Software in any manner which could (a) pose a security risk or (b) disable, overburden, damage, or impair the performance or operation of the computing environment on which the SaaS Services, Hosting Services, or Software are hosted (including where such use interferes with any other customer's use thereof).

2.7 Delivery. Delivery shall be deemed complete when Blackboard notifies you that you have the ability to access the Software, Hosting Services, or SaaS Services.

3. SUPPORT, SERVICE LEVEL AGREEMENTS, AND OVERAGES

If you license or are otherwise eligible to receive Support, or are eligible for service level agreements, or you exceed contract limits, such Support (or service level or overage rate, as applicable) will be provided as described in the Blackboard Customer Support Services Guide ("**Services Guide**") service level agreement, overages and/or specifications document located at <https://blackboard.secure.force.com/publicbarticleview?id=kA570000000PB0o> for the relevant Products and Services. As stated in these service level agreements or other Customer Support documents, overages may be charged for additional Customer usage beyond the applicable limitations, and for additional storage and/or bandwidth needed to support excess Customer usage. Our failure to satisfy a service level shall not be a breach of this Agreement and, your sole and exclusive remedy (if any) in such event shall be as expressly set forth in the applicable service level agreement. With respect to SaaS Services, you will receive, or we will make available for you to receive, all applicable updates, application packs, and releases that we make generally available during the Term. We reserve the right to discontinue any Product or Service during the Term for any reason, but in such event we will notify you and, as Customer's sole and exclusive remedy, Blackboard shall provide a pro rata refund for any unused portion of the Products and Services, as applicable.

4. PROPRIETARY RIGHTS

¹ If you have previously purchased products and/or services with Blackboard, unless expressly stated in the Order Form of this Agreement, your prior agreement(s) governing such products and/or services shall continue in effect with regard to such products and/or services, and this Agreement shall govern the Products and Services reflected in the Order Form of this Agreement.

4.1. Customer Property. Customer Property is and shall remain your sole and exclusive property. “Customer Property” means all graphic user interface, text, content, images, video, music, designs, products, computer programs, drawings, documentation and other materials of any kind posted, submitted, provided or otherwise made available to us by you or an Authorized User in connection with the Products and Services. Customer Property may also contain Personal Information which is defined in Section 5.

4.2. Blackboard Property. Subject to the limited rights expressly granted hereunder, we and our licensors or suppliers own all right, title and interest in and to each of the Products and Services, along with all related documentation, materials, content, and specifications, and all modifications, enhancements, improvements, and all derivative works thereto. We also retain all right, title and interest to any work product or other intellectual property developed and/or delivered in connection with our provision of any services or the performance of any obligations hereunder. Any intellectual property rights that we do not expressly grant to you are expressly reserved by us.

4.3. Blackboard Use of Customer Property. During the term of the Agreement, you grant to us, our affiliates, and our third-party service providers, solely to perform our obligations hereunder, a non-exclusive, royalty-free license to modify, reproduce, display, combine, copy, store, transmit, distribute, and otherwise use the Customer Property. You authorize, subject to the terms of the Agreement and to the extent permitted by Law, Customer Property to be accessed and processed by us, our affiliates, and/or our third-party service providers in countries other than the jurisdiction from which the Customer Property was originally collected.

4.4. Content Restrictions. You agree not to use any Product or Service to store, display, or transmit content that is deceptive, libelous, defamatory, obscene, racist, hateful, infringing or illegal, and to the extent Authorized Users exercise the rights granted to you under this Agreement, you represent and agree that you will ensure that such Authorized Users will also comply with the obligations applicable to such exercise set forth in this Agreement. We take no responsibility and assume no liability for any Customer Property that you, an Authorized User, or third party out of our control posts, submits, displays, or otherwise makes available via the Products or Services, and you agree that we are acting only as a passive conduit for the online distribution and publications of such Customer Property.

4.5. Removal of Content. If we determine in good faith that any Customer Property could (a) pose a material security risk, (b) be deceptive or perceived as libelous, defamatory, obscene, racist, hateful, or otherwise objectionable, or (c) give rise to (i) Blackboard liability, or (ii) a violation of Law or the terms or restrictions of the Agreement, then we may remove the offending Customer Property and shall notify you of such removal, suspend your and/or your Authorized Users’ use of the Products and Services, and/or pursue other remedies and corrective actions.

4.6. Other Rights. You hereby grant to us the limited right to use your name, logo and/or other marks for the sole purpose of listing Customer as a user of the applicable Products and Services in our promotional materials unless and until you provide us a written request to discontinue such use.

4.7. DMCA Notice and Takedown Policy. It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (the “DMCA”), or similar regulations. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Products and Services, please notify our copyright agent as set forth in the DMCA, or applicable regulation. For your complaint to be valid under the DMCA, it must contain all the elements provided in 17 USC §512(c)(3) and be submitted to the following DMCA Agent: DMCA Notice, General Counsel, Blackboard Inc., 11720 Plaza America Dr., 11th Floor, Reston, Virginia 20190, Email: GeneralCounsel@blackboard.com, +1-202-463-4860.

5. PROTECTION OF PERSONAL INFORMATION

Both parties agree to uphold their responsibilities under Applicable Data Privacy Laws, including in the U.S., FERPA, the Protection of Pupil Rights Amendment (PPRA), and COPPA, as applicable. We agree to treat Personal Information as confidential, as described in the Data Processing Addendum (“DPA”) available at <http://agreements.blackboard.com/bbinc/data-processing-addendum.aspx>. The DPA applies whenever Personal Information is Processed (as defined in the DPA) under the Agreement.

6. DATA SECURITY

We will implement commercially reasonable technical and organizational measures to ensure an appropriate level of security to protect Customer Property, including Personal Information. The security measures applied to Customer Property are described in Annex B of the DPA.

7. PROFESSIONAL SERVICES

7.1. If you purchase Professional Services, they shall be provided as described in any applicable attachment (such as a statement of work) or URL referenced in your Order Form and must be used within one (1) year of the annual Term in which they were purchased. We will assign employees and subcontractors with qualifications suitable for the Professional Services. We may replace employees and subcontractors in our sole discretion with other suitably qualified employees or subcontractors.

7.2. Security. While on Customer’s premises, our employees and subcontractors will comply with all reasonable security practices prescribed by Customer to the extent that we have been notified in advance of such practices in writing. To the extent any employee or subcontractor is required to sign any waivers, releases or other documents as part of these security practices the terms thereof shall be invalid and have no effect against Blackboard, its employees or subcontractors.

8. FEES AND TAXES

8.1. Fees. In consideration for our performance under the Agreement, you agree to pay all fees required by the Order Form. We expressly reserve the right to change the fees payable under any Order Form with respect to any renewal of Products or Services by providing you with 30 days’ advance notice of such change prior to the expiration of the then-current term or your right to decline to renew, whichever is earlier.

8.2. Excess Use Fees. Your use of the Products and Services is restricted to the use limitations set forth in the applicable Order Form or in the applicable support terms of the Agreement, and as further defined under each of the respective product terms below. Use in excess of these limitations is subject to additional fees and may be invoiced monthly by Blackboard. Any failure by Blackboard to timely invoice for any overages due under this paragraph shall not constitute a waiver of your obligation to pay such fees.

8.3. Late Fees. Interest may be charged on any overdue amounts at the lower of: (a) the highest permissible rate, or (b) 18% per annum, charged at 1.5% per month from the date on which such amount fell due until the date of payment, whether before or

after judgment. You acknowledge that any delay in payment may result in termination or interruption of the provision of the Products and Services at our sole discretion.

8.4. Taxes. Unless expressly provided in an Order Form, the fees hereunder do not include any sales, use, excise, import or export, value-added ("VAT"), goods and services ("GST"), or similar tax or interest, or any costs associated with the collection or withholding thereof, or any government permit fees, license fees or customs or similar fees ("Taxes") levied on the delivery of any Products and Services by us to you. You shall be responsible for payment of all Taxes associated with your purchases hereunder. If we have the legal obligation to pay or collect Taxes, you will be invoiced an additional amount in respect of the Taxes and you will pay within thirty (30) days after the date of the invoice unless you have provided a valid tax exemption certificate authorized by the appropriate taxing authority. If you are required by Law to withhold any amounts, then you shall timely pay the amount to the relevant tax authority and provide acceptable documentation evidencing your payment. We will be responsible for taxes based on our net income or taxes (such as payroll taxes) due from us on behalf of our employees.

8.5. Purchase Orders. You agree that if your internal procedures require that a purchase order be issued as a prerequisite to payment of any amounts due, you will timely issue such purchase order (the terms of which shall not control) and inform us of the number and amount thereof. You agree that the absence of a purchase order, other ordering document or administrative procedure may not be raised as a defense to avoid or impair the performance of any of your obligations under the Agreement, including payment of amounts owed under the applicable Order Form. Blackboard reserves the right to invoice for the value of the annual fees for any subsequent renewal period, even in the absence of an issued purchase order, where use of the Products and Services continue beyond the then-contracted term.

9. TERM AND TERMINATION.

9.1. Term. The term ("Term") is defined in the applicable Order Form referencing the Agreement.

9.2. Termination for Breach. If either party materially breaches any obligation under the Agreement, the non-breaching party may terminate the Agreement in its entirety, or, at the non-breaching party's option, it may terminate solely the relevant Product or Service pursuant to which such breach relates, provided in either case that such breach has not been corrected within thirty (30) days after receipt of a written notice of such breach. Notwithstanding the foregoing, Blackboard may terminate the Agreement immediately upon written notice to you if you materially breach the provisions of the license usage restrictions set forth in the Agreement. Except for termination rights in this section, the parties have no other right of early termination.

9.3. Effect of Termination. Upon termination of the Agreement or termination or expiration of any individual license, you and your Authorized Users will immediately cease access to the applicable Products and Services, and, unless such termination is due to Blackboard's uncured material breach, you will immediately pay us all amounts due and payable for such Products and Services. Upon termination or expiration, unless expressly stated otherwise herein, each party shall promptly cease any use of and permanently delete, or upon the other parties' request, return the other party's Confidential Information and any copies to the extent commercially reasonable.

9.4. Reserved Rights. Without limiting the foregoing, we reserve the right to allocate, limit or delay delivery of, or suspend access to our Products and Services, in whole or in part, where necessary or commercially appropriate, upon the occurrence of any situation or event (including without limitation, a Force Majeure Event (as defined in Section 14.7 below) whereby the performance or operation of our Products or Services becomes overburdened, impaired, impracticable, or their economic viability is otherwise affected.

9.5. Survival. The termination or expiration of the Agreement shall not relieve either party of any obligation or liability, nor impair the exercise of rights, accrued hereunder prior to such termination or expiration. Without limiting the foregoing, the provisions of Sections 4, 5, 8, 9.3, 9.4, 9.5, 10.4, 11, 12, 13, 17.5, 22.7, and 24.2 shall survive the termination of the Agreement for any reason.

10. GENERAL WARRANTIES.

10.1. By Blackboard. We warrant that (a) the Software or SaaS Services licensed to you will not contain any Software Errors (as defined below) for one year from delivery of the Software or for the term of the SaaS Services, respectively; (b) we will perform Professional Services and Hosting Services in a professional manner in accordance with industry standards; and (c) we will comply with all Laws which govern the performance of our obligations hereunder. For any breach of a warranty above which you promptly notify us of in writing, we will exert commercially reasonable efforts to repair or otherwise remedy the non-conformity so that the warranty is materially complied with. With regard to breaches of subsections (a) or (b) above, our remedy may include a code fix, a work around, or other modification. If we are unable to remedy the non-conformity after a reasonable period of time, then YOUR SOLE AND EXCLUSIVE REMEDY shall be: (i) for Professional Services or Hosting Services, to seek a refund of the fees paid for the un-remedied services; and (ii) for licensed Software or SaaS Services, to seek recovery of direct damages caused by the breach, subject to the limitation of liability below. These warranties by us shall not apply if you materially breach the Agreement. **"Software Error"** means a failure of any Software or SaaS Services to materially conform to its applicable standard end user documentation provided by us ("**Documentation**"), provided that such failure can be reproduced and verified by us using the most recent version (including all available updates, application packs, and releases) of such Software or SaaS Service made available to you, and further provided that Software Errors do not include any nonconformity to applicable Documentation caused by your material breach of the Agreement, or your unauthorized modification or misuse of the Software or SaaS Services.

10.2. Australian Consumer Law. To the extent you are located in Australia: The supply of the Products or Services under this Agreement may be subject to the Australian Consumer Law, Schedule 2 of the Australian Competition and Consumer Act 2010 (Cth) ("Australian Consumer Law"). Where this is the case, the following statement applies in respect of any failure to comply with the consumer guarantees under the Australian Consumer Law: Our Products and Services come with guarantees that cannot be excluded under the Australian Consumer Law. Where the Australian Consumer Laws apply, you are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage, subject to the limitation of liability below. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

10.3. By Customer. You warrant that: (a) you own or have sufficient rights in and to the Customer Property in order for you and your Authorized Users to use, and permit use of, the Products and Services, including the representations and warranties made above in connection with Proprietary Rights and Personal Information, (b) you will comply with all Laws related to your use of our Products and Services; and (c) the person executing the Agreement or any Order Form has authority to accept such Order Form and the Agreement on behalf of the Customer. The person signing specifically has the authority to commit to the payment of fees for excess usage and excess storage, calculated in accordance with this agreement and any relevant order form.

10.4. Disclaimer of Other Warranties. EXCEPT FOR WARRANTIES EXPRESSLY MADE HEREIN, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

11. MUTUAL LIMITATIONS OF LIABILITY.

11.1. Consequential Damages Limitation. EXCEPT AS EXPRESSLY PROHIBITED BY LAW AND OTHER THAN WITH RESPECT TO A BREACH OF YOUR LICENSE OR CONTENT RESTRICTIONS, AND YOUR INDEMNITY OBLIGATIONS IN SECTION 12.3, AND OUR INDEMNITY OBLIGATIONS IN SECTION 12.1, IN NO EVENT WILL EITHER PARTY OR SUCH PARTY'S LICENSORS' BE LIABLE, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY, FOR: (A) ANY LOSS OF BUSINESS, CONTRACTS, PROFITS, ANTICIPATED SAVINGS, GOODWILL OR REVENUE; (B) ANY LOSS OR CORRUPTION OF DATA, OR (C) ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES).

11.2. Mutual Limitations of Liability. EXCEPT AS EXPRESSLY PROHIBITED BY LAW AND OTHER THAN WITH RESPECT TO A BREACH OF YOUR LICENSE OR CONTENT RESTRICTIONS, YOUR INDEMNITY OBLIGATIONS IN SECTION 12.3, AND YOUR PAYMENT OBLIGATIONS, AND OUR INDEMNITY OBLIGATIONS IN SECTION 12.1, IN NO EVENT SHALL EITHER PARTY'S OR SUCH PARTY'S LICENSORS' CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THE AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE AFFECTED PRODUCTS AND SERVICES DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST CLAIM ASSERTED HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

11.3. Essential Basis. The Parties agree that the warranty disclaimers, liability exclusions, indemnities, fees and limitations of the Agreement form an essential basis of the Agreement.

11.4. Australia Consumer Law. To the extent you are located in Australia: THE LIMITATIONS AND EXCLUSIONS IN SECTION 12 APPLY ONLY TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS OR MODIFIES ANY CONSUMER GUARANTEE, RIGHT OR REMEDY CONFERRED ON A PARTY BY THE AUSTRALIAN CONSUMER LAW OR ANY OTHER APPLICABLE LAW THAT CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED BY AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, OUR LIABILITY FOR ANY BREACH OF A NON-EXCLUDABLE GUARANTEE REFERRED TO ABOVE IS LIMITED, AT THE OUR OPTION, TO: (I) IN THE CASE OF GOODS, ANY ONE OR MORE OF THE FOLLOWING: (1) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (2) THE REPAIR OF THE GOODS; (3) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (4) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; OR (II) IN THE CASE OF SERVICES: (1) THE SUPPLYING OF THE APPLICABLE SERVICES AGAIN; OR (2) THE PAYMENT OF THE COST OF HAVING THE APPLICABLE SERVICES PERFORMED AGAIN.

12. INDEMNITIES.

12.1. Our Indemnity Obligations. If a third party brings a claim, suit, or proceeding against you, your affiliates, or your respective employees, contractors, agents, or assigns (a "**Customer Indemnitee**") resulting from our gross negligence or willful misconduct, or alleging that any Products and Services infringe a U.S. or European patent or a copyright under Law of any jurisdiction in which you are using the applicable Products and Services, you must promptly notify us in writing and make no admission in relation to such claims. Provided that you have fulfilled all of the foregoing obligations, we shall at our own expense indemnify, defend, and hold harmless such Customer Indemnitee, and in the above case of alleged infringement, at our own expense and option (a) procure for you the right to use the Products and Services, (b) modify or replace the Products and Services to avoid infringement without materially decreasing the overall functionality of the Products and Services; or (c) refund the applicable fee paid for the applicable Products and Services for the current term and you shall cease using such Products and Services. We shall have the sole and exclusive authority to defend and/or settle any such claim or action and you will provide assistance as we may reasonably request, at our expense, provided that we will keep you informed of, and will consult with any independent legal advisors appointed by you at your own expense regarding the progress of such defense.

12.2. Exceptions. Where infringement of a patent is caused by the combination of the Products and Services with other hardware, software, communications equipment, or other materials not provided by us (or, in the case of a method claim, additional steps in addition to those performed by the Products and Services), we shall only be obligated to indemnify you if the Products and Services constitute a "material part of the invention" of the asserted patent claim and "not a staple article or commodity of commerce suitable for substantial non-infringing use" as those phrases are used in 35 U.S.C. § 271(c).

12.3. Your Indemnity Obligations. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, if a third party brings a claim, suit, or proceeding against us, our affiliates, or our respective employees, contractors, agents, or assigns (a "**Blackboard Indemnitee**") resulting from (a) any use of the Products and Services beyond the scope of the license restrictions set forth in the Agreement, (b) the Customer Property or any other content submitted via your account, (c) your violation of any Law, gross negligence, or willful misconduct; or (d) any modifications or customization of the Products and Services by any person other than us or a third party authorized by us, you shall at your own expense indemnify, defend, and hold harmless such Blackboard Indemnitee. Blackboard shall have no liability (including indemnification obligations) to you for any claim to the extent arising out of (a) – (d) above.

12.4. Exclusive Remedy. EXCEPT FOR ANY OTHER INDEMNIFICATION OBLIGATIONS PROVIDED IN THE AGREEMENT, THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY, WITH RESPECT TO CLAIMS BY ANY THIRD PARTY.

13. CONFIDENTIALITY.

13.1. Confidential Information. "**Confidential Information**" means any non-public information disclosed by either party to the other that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential, including without limitation, the terms of the Agreement, account and login credentials, information about a party's business, operations, vendors or customers, and all Blackboard Property and all Customer Property.

13.2. Nondisclosure and Nonuse. Each party shall treat Confidential Information as strictly confidential and use the same care a reasonable person would under similar circumstances. The parties agree not to use such Confidential Information except for the purposes set forth in the Agreement and shall disclose such Confidential Information only to those directors, officers, employees and agents of such party (a) whose duties justify their need to know such information, and (b) who have been informed of their

obligation to maintain the confidential status of such Confidential Information. The receiving party will promptly notify the disclosing party if the receiving party learns of any unauthorized possession, use or disclosure of the Confidential Information and will provide such cooperation as the disclosing party may reasonably request, at the disclosing party's expense, in any litigation against any third parties to protect the disclosing party's rights with respect to the Confidential Information.

13.3. Exceptions to Confidential Treatment. Confidential Information shall not include information that: (a) is publicly available at the time disclosed, (b) is or becomes publicly available through no fault of the receiving party, or its employees, contractors or agents, (c) is rightfully communicated to the receiving party by persons not bound by confidentiality obligations, (d) is already in the receiving party's possession free of any confidentiality obligations at the time of disclosure, or (e) is independently developed by the receiving party. The receiving party may disclose Confidential Information to the limited extent necessary: (a) to comply with Law or the order of a court of competent jurisdiction or other governmental body having authority over such party, provided that the party making the disclosure will first have given notice to the other party, unless the party is prohibited by Law or such court or body from providing such notification, or (b) to make such court filings as may be required to establish a party's rights under the Agreement.

14. MISCELLANEOUS MATTERS.

14.1. Severability. If a court holds any provision of the Agreement to be illegal, invalid or unenforceable, the rest of the Agreement will remain in effect and the Agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

14.2. Conflict Resolution. If any claim arising out of or relating to the Agreement, or a breach thereof, the parties will consult with each other to reach a satisfactory solution. If they do not reach settlement within a period of thirty (30) days, then, upon notice by either party to the other, such claim will be referred to arbitration for full and final settlement by a panel of three arbitrators appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules"). All arbitration proceedings will be conducted pursuant to the ICC rules and in the English language. The cost of the arbitration will be borne equally by the Parties. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

The applicable governing Law and place of the arbitration will be as follows: a) if you acquired the applicable Product or Service in North America or South America, the governing Law is New York unless you are located in the United States and you are legally required to be bound by the state in which you are domiciled, and in such case, the governing law shall be such state and the place of arbitration is Washington, D.C.; b) if you acquired the applicable Product or Service in the European Union, the Middle East, or Africa, the governing Law is The Netherlands and the place of arbitration is Amsterdam, The Netherlands; c) if you acquired the applicable Product or Service in the UK, the governing Law is England and Wales and the place of arbitration is London, England; d) if you acquired the applicable Product or Service in Australia or New Zealand, the governing Law is South Australia and the place of arbitration is Adelaide, South Australia; and e) if you acquired the applicable Product or Service in a region not otherwise mentioned above, the governing Law is Singapore and the place of arbitration is Singapore.

14.3. Modification and Waiver. No modification or supplement to the Agreement will be effective unless set forth in writing and signed by duly authorized representatives of Blackboard and Customer. A waiver of any breach of the Agreement is not a waiver of any other breach. Any waiver must be in writing to be effective.

14.4. Assignment. Neither party shall be entitled to assign the Agreement or its rights or obligations under the Agreement, whether voluntarily or by operation of law, except with the written consent of the other party; provided, however, that either party may assign the Agreement without the consent of the other party to any affiliate, or any entity that is the successor corporation in any merger or consolidation of either party, or any entity that purchases a majority of the voting securities of either party, or all or substantially all of the assets of either party, or of a specific division or group of such party. The Agreement shall bind each party and its successors and permitted assigns.

14.5. Notices. Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, and, in the case of notices to us, sent to Blackboard Inc., Attn: General Counsel, 11720 Plaza America Dr., 11th Floor, Reston, Virginia 20190 or to such other address as shall be given in accordance with this section with a copy to GeneralCounsel@blackboard.com, and, in the case of you, to the address listed on your invoice, and shall in each case be effective upon receipt. **Due to ongoing disruptions of the COVID-19 Pandemic, Blackboard reserves the right to provide email Notice, with electronic delivery confirmation, to the current principal Customer contact. Actual receipt constitutes effective Notice as of the time of receipt.**

14.6. Export Control. You shall not export or allow the export or re-export the Products and Services, any components thereof or any Confidential Information of ours without our express, prior, written consent and except in compliance with all export Laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, and, if applicable, relevant foreign Laws and regulations.

14.7. Force Majeure. Notwithstanding anything to the contrary in the Agreement, neither party will be responsible for any failure to fulfill its obligations, in whole or in part, due to causes beyond its reasonable control ("Force Majeure Event"), including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, internet or other telecommunication delays, fires, floods, labor disturbances or work stoppages, riots, wars, or hostilities, terrorist acts, epidemics, pandemics, a substantial change in market conditions, or other global or local health emergencies, Center for Disease Control advisories or inability to obtain any export or import license or other authorization of any government authority. We reserve the right to reasonably charge for any and all excessive usage and or usage beyond reasonable historical norms (yours or similarly situated clients not experiencing a Force Majeure Event or similar) and to the extent this is in excess of our actual costs we will give you notice.

14.8. Relationship. Blackboard and Customer are independent contracting parties. The Agreement shall not constitute the Parties as principal and agent, partners, joint venturers, or employer and employee.

14.9. Entire Agreement. The Agreement, including any Order Forms, constitutes the entire, full and complete agreement between the parties concerning the subject matter of the Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties, and the Agreement prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter. If a conflict arises between the terms of this Master Agreement and the provisions of the Order Form, Services Guide, or statement of work, the terms of this Master Agreement will govern unless an Order Form expressly provides otherwise. No term or provision set forth or cross-referenced in any purchase order or payment documentation will be construed to amend, add to, or supersede any provision of the Agreement.

14.10. Audit. Upon reasonable notice, we shall have the right to audit, at our expense, your use of the Products and Services not more than once per calendar year solely to ensure past and ongoing compliance with the Agreement.

Terms Applicable to Specific Products and Services

In addition to the terms and conditions above, the following terms and conditions apply only to the extent that you purchase the below-referenced Products and Services as specified in an Order Form.

15. BLACKBOARD LEARN™

15.1. Grant of License and Test Copies for Self-Hosted Software. Subject to your obligations under the Agreement, Blackboard grants you a non-exclusive, non-transferable, non-sublicensable license to install and use one (1) production copy and one (1) Test Copy (as defined below) of the Software for one installation at Customer's Designated Server Site (as defined below) solely in the form of machine-readable, executable, object code or bytecode, as applicable, and solely in connection with providing access to Customer Property, including content, to your Authorized Users and to use the Documentation in support of your authorized use of the Software. You agree not to install or use any Software on any computer, network, system or equipment other than on a Designated Configuration at the physical location where the Software will be installed, as identified in the Order Form (the "Designated Server Site"), except with our prior written consent. The Software may access, use or integrate Java Software. Such Java Software is licensed to you under the terms of Oracle's Standard Binary Code License Agreement currently found at: <http://www.oracle.com/technetwork/java/javase/terms/license/index.html>.

15.2. Test Copies of Software or SaaS Services. Self-hosted Software and SaaS Services licensees are provided one (1) Test Copy of the Software or SaaS Services. If you purchase the Blackboard Managed Hosting Non-Production Test Environment, we will host the Test Copy of the Software for you. A "Test Copy" is a copy of the Software or a sandbox environment for the SaaS Services used solely for non-production testing purposes and is not supported or warranted.

15.3. Grant of Learn API License. We grant you a limited, non-exclusive, revocable, non-sublicensable, non-transferable license to access our public Learn-related API's ("Learn API"). The Learn API(s) are provided in the form of one of the following: a Building Block API, a REST API or a web service, that enables a "connection" into our servers. We will provide you with the information necessary to enable your use of the Learn API(s). You may not use or install the Learn API(s) for any other purpose without our written consent, and may not copy, rent, adapt, disassemble, lease, assign, sublicense, reverse engineer, modify or decompile, the Learn API(s) or any part thereof. We reserve the right to limit the number and/or frequency of API requests or take other actions necessary to protect the integrity of our Services.

15.4. Use Limitations. Your usage is limited by the number of Authorized Users, FTE, Bandwidth and Storage set forth in the Order Form or the support terms of the Agreement. An "Authorized User" (or User or Active User) means any individual user of the platform, including but not limited to, students, teachers, parents of students, or employees of yours (including invited non-commercial third-parties thereof) authorized to use the platform per the terms of this Agreement. Authorized Users shall also include non-traditional users, including without limitation, faculty, staff, alumni, continuing education students or participants in community outreach or non-degree bearing courses (collectively, "Non Traditional Users"), provided, however, that Authorized Users shall not include any third party commercial providers without our prior written approval. Your usage in terms of the number of Authorized Users is determined by first taking the sum of unique authenticated users on a monthly basis (the "Monthly Active Users"). For each annual contract period, the Authorized Users is equal to the average of the Monthly Active Users. This calculated average is then compared to the Authorized Users limitation set forth in the Order Form or support terms of the Agreement. "FTE" means the number of full-time students plus half of the part-time students enrolled at your institution. "Full time students" shall also include Non Traditional Users provided, however, that Full time students shall not include any third party commercial providers without our prior written approval. In no event shall the number of Non-Traditional Users exceed ten percent (10%) of the number of total FTEs specified in the Order Form. "Storage" means the highest amount of storage utilization during the respective annual term of a client's uploaded and hosted files, including but not limited to content files, media files and recordings, typically measured in gigabytes (GB) or terabytes (TB). Storage is only sold in 1 TB allotments. By way of example only, if you are contracted for 1TB of storage, and your storage reaches 2TB in month two of your contract, you will be charged for 2TB of storage for that annual term of the contract. Additional Authorized Users, FTE, or Storage used in excess of the limitations set forth in the Order Form or support terms of the Agreement is subject to additional fees and purchase. Authorized Users, FTE, or Storage below the limitations set forth in the Order Form or support terms of the Agreement, if any, are not eligible for rollover or carryover to subsequent Terms, or refund. Blackboard reserves the right to charge for overages as they occur throughout the term, provided however, any failure by Blackboard to timely invoice for any overages shall not constitute a waiver of your obligation to pay such fee.

15.5. Your Operations. For clarity, if your primary operations involve in-classroom instruction in a physical location, the SaaS Services or Hosting Services you purchase pursuant to your Order Form will be designed to augment in-classroom instruction in a physical location. If, on the other hand, your primary operations involve virtual instruction via the Internet, the SaaS Services or Hosting Services you purchase will be designed to support those fully virtual operations rather than in-classroom instruction in a physical place. If, during the Term, your primary mode of operations changes from in-classroom instruction in a physical location to fully virtual instruction via the Internet, or vice-versa, you must notify Blackboard immediately as your license will not support such a transition in operations, and you will need to purchase the SaaS Services or Hosting Services applicable to your new operations.

16. BLACKBOARD COLLABORATE

16.1. Use Limitations. Your usage is limited by the number of Authorized Users, Minutes, FTE, and Storage set forth in the Order Form or support terms of the Agreement. An "Authorized User" (or User or Active User) means any individual user of the platform, including but not limited to, students, teachers, parents of students, or employees of yours (including invited non-commercial third-parties thereof) authorized to use the platform per the terms of this Agreement. Authorized Users shall also include non-traditional users, including without limitation, faculty, staff, alumni, continuing education students or participants in community outreach or non-degree bearing courses (collectively, "Non-Traditional Users"), provided, however, that Authorized Users shall not include any third-party commercial providers without our prior written approval. Your usage in terms of the number of Authorized Users is determined by first taking the sum of unique authenticated users (via an LMS integration or authenticated into Collaborate via an invitation link) plus the peak of unauthenticated (guest) users on a monthly basis (the "Monthly Users"). For each annual contract period, the Authorized Users is equal to the average of the Monthly Users. This calculated average is then compared to the Authorized Users set forth in the Order Form or support terms of the Agreement. A "Minute" means each sixty-second interval in which an Authorized User is attending a session, event or playing back a recording of a session or event. For purposes of illustration only, 5 people in a 30-minute Collaborate session = 150 minutes; and if 3 of those 5 people watched the full 30-minute recording, you would incur an additional 90 minutes; for a total of 240 minutes total. "FTE" means the number of full-time students plus half of the part-time students enrolled at your institution. "Full time students" shall also include Non-Traditional Users provided, however, that Full time students shall not include any third-party commercial providers without our prior written approval. In no event shall the number of Non-Traditional Users exceed ten percent (10%) of the number of total FTEs specified in the Order Form. Minutes

are sold in increments of 1 million minutes. "Storage" means the highest amount of storage utilization during the respective annual term of a client's uploaded and hosted files, including but not limited to content files, media files and recordings, typically measured in gigabytes (GB) or terabytes (TB). By way of example only, if you are contracted for 1TB of storage, and your storage reaches 2TB in month two of your contract, you will be charged for 2TB of storage for that annual term of the contract. Storage is only sold in 1 TB allotments. Additional Authorized Users, Minutes, FTE, or Storage used in excess of the limitations set forth in the Order Form or support terms of the Agreement is subject to additional fees and purchase. Authorized Users, FTE, or unused Minutes or Storage below the limitations set forth in the Order Form or support terms of the Agreement, if any, are not eligible for rollover or carryover to subsequent Terms, or refund. Blackboard reserves the right to charge for overages as they occur throughout the term, provided however, any failure by Blackboard to timely invoice for any overages shall not constitute a waiver of your obligation to pay such fees.

16.2. Your Operations. For clarity, if your primary operations involve in-classroom instruction in a physical location, the SaaS Services or Hosting Services you purchase pursuant to your Order Form will be designed to augment in-classroom instruction in a physical location. If, on the other hand, your primary operations involve virtual instruction via the Internet, the SaaS Services or Hosting Services you purchase will be designed to support those fully virtual operations rather than in-classroom instruction in a physical place. If, during the Term, your primary mode of operations changes from in-classroom instruction in a physical location to fully virtual instruction via the Internet, or vice-versa, you must notify Blackboard immediately as your license will not support such a transition in operations, and you will need to purchase the SaaS Services or Hosting Services applicable to your new operations.

17. BLACKBOARD CONNECT; MASS NOTIFICATION SERVICES

17.1. Authorized Users; Recipients. Your Authorized Users are your employees. You will only use the Product and Service to send messages to the number and type of Recipient(s) specified in the Order Form, and to the extent not so specified, as defined below. You will provide all contact data for Recipients (the "**Recipient Data**"). You represent, warrant and covenant that you will not use the Product and Service for the purpose of sending commercial messages, including, without limitation, offers to purchase, sell, barter or lease commercial products, goods, or services. Unless otherwise indicated on an Order Form, telephone messages may only be sent to telephone numbers from the North American Numbering Plan from the 48 contiguous United States, Alaska and Hawaii, and Canada. Additional charges incurred by the Recipient for messages, including but not limited to text message fees or data fees, shall be payable by you or Recipient. Unless otherwise specified on the Order Form, a "**Recipient**" shall be the following with respect to each type of customer entity listed:

- **K-12 Institution:** Parents of enrolled students, administrators, students, faculty, staff, and board members of the institution.
- **Higher Education Institution:** Enrolled students, faculty, and staff of the institution.
- **Government:** Households, businesses, and other related individuals within the government entity's jurisdiction.
- **Corporate:** Employees, consultants, contractors, and board members of the corporation.

17.2. Connect with Teacher. Blackboard Connect with Teacher will enable your teachers to send pre-recorded telephone comments to parents of students in a designated language. We will provide support to a designated administrator ("**Teacher Champion**") at your institution or entity. The Teacher Champion will in turn support the teachers using the Blackboard Connect with Teacher Product and Service.

17.3. Web Portal. If you elect to link to and use the web interface provided by us (the "**Web Portal**"), you agree that the Web Portal is for the sole purpose of enabling Recipients to update and add their contact information. If you elect to use the Web Portal, we grant for the period of the Term (as defined below) to you a limited non-exclusive, worldwide, royalty-free license to place a digital image of the applicable sign-up Logo, which will be presented to you (the "**Image**"), on an appropriate page of your Internet site, with a hyperlink to our Web Portal site (the "**Link**") currently at <https://portal.blackboardconnected.com/>. You may not use any other trademark or service mark in connection with the Image without our prior written approval. The Link may not be used in any manner to provide an Authorized User with access to the Web Portal via any framing, layering or other techniques now known or hereafter developed that permit display of the Web Portal with any materials posted by you or anyone other than us. You may not allow the Image to be linked to any other web site. You may not use the Image in any manner not permitted hereunder, modify the Image, or copy, or create a derivative work from, the "look and feel" of the Image. We will have the right to review all uses of the Image for quality control purposes and proper compliance. We reserve the right to modify permission to use the Image and/or the Link at any time.

17.4. Weather Alerts. If you are licensing our weather alerts Service, you agree that we are delivering weather information created and provided by a third-party public service, and not by us. Weather forecasting is an inexact science. We shall have no responsibility or liability whatsoever to you or any other person or entity, parties and non-parties alike, for any inconsistency, inaccuracy, or omission for weather or events predicted or depicted, reported, occurring or occurred. **IN NO EVENT WILL WE BE RESPONSIBLE FOR ACTIONS OR LACK OF ACTION TAKEN TO PRESERVE LIFE OR PROPERTY.**

17.5. Representations, Obligations, and Indemnity. You represent and warrant that: (a) you will comply with all Laws and contracts in connection with use of Recipient Data, the Product and Service, and with respect to the content and transmission of calls, texts, and other messages ("**Messages**") sent using the Product and Service, including, without limitation, all federal and state telemarketing-related laws, rules and regulations, the Telephone Consumer Protection Act (47 U.S.C. § 227) the FCC's implementing regulations (47 C.F.R. § 64.1200) (such laws, rules and regulations, as amended from time-to-time, collectively, the "**Telemarketing Laws**"), and where applicable, the legislation commonly referred to as Canada's Anti-Spam Legislation (S.C. 2010, c. 23) ("**CASL**"); (b) as to each Recipient to be contacted by us on your behalf, you have obtained consents that may be required by the Telemarketing Laws, CASL and your privacy policies; (c) you will retain documentary proof of such consents for at least five (5) years from the date the Recipient's contact information is provided by you to us; (d) you will suppress and will not provide to us contact information for any Recipient who has registered his or her telephone number on the national Do-Not-Call Registry, any similar state registries or has otherwise indicated that he or she does not wish to be contacted by you or us; (e) you will have in place reasonable safety and emergency response procedures in the event of an emergency (including without limitation, notifying 911 or equivalent, fire, police, emergency medical, and public health, collectively, "**First Responder Services**") which do not utilize the Product and Service; (f) you will not take actions that will subject Blackboard to any Laws due to the import of Recipient Data; (g) you will provide a reasonable means for Recipients to rescind consent to receive Messages and will not send Messages to Recipients who have opted out of receiving Messages from you; (h) if you purchase data from us, you will only use such data purchased from us to contact individuals pursuant to the use of the Product and Service and are prohibited from downloading or making copies of such data purchased from us if such activity would violate a Law or contract; and (i) where you are providing a Recipient count or other data for the purposes of our Product and Service pricing quotations, such information shall be true and correct. You will designate qualified personnel to act as liaisons between you and us respecting technical, administrative and content

matters, and providing accurate and current contact information. We shall have the right to require you to provide a legal compliance plan in connection with your use of our mass notification services and audit your compliance with such plan as well as with subsections (a), (b), (c), (d), and (g) above. Failure to comply with any provision of this Section 17.5 is a material breach of the Agreement. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, you agree to indemnify, defend and hold us harmless from and against all claims, lawsuits, proceedings, causes of action, damages, liabilities, losses, judgments, fines, penalties, costs, and expenses (including attorneys' fees) relating to or arising out of your breach of the foregoing representations and warranties, or in connection with any claim or action from a third party that arises from the sending (or inability to send or receive), content, or effects of any Messages you distribute using, or your failure to use, the Product and Service. In connection with such indemnity and defense obligations related to a third-party claim, lawsuit, etc., (i) we may participate therein (but not control) through counsel of our own choosing, which participation shall be at our sole expense, and (ii) you shall not settle or permit the settlement of any such third-party claim, lawsuit, etc. without our prior written consent, which consent shall not be unreasonably withheld. This Section shall survive any termination of the Agreement.

17.6. Emergency & Outreach Messaging. If you are purchasing Messaging restricted by use-case, the following definitions shall apply. An **"Emergency"** is a serious and unexpected incident, situation, or natural phenomenon that may require action but is not immediately threatening to life, health, property or the environment or has a high probability of escalating to cause immediate danger to life, health, property or environment. An **"Emergency Message"** is a Message sent to all Recipients in connection with an Emergency. An **"Outreach Message"** is a Message sent to one or more Recipients for general outreach and informational purposes that is not an Emergency Message.

17.7. Remedies and Disclaimers. Due to the nature of mass notification services, in the event of the Product and Service's failure to comply with the Agreement, your sole and exclusive remedy shall be to terminate the Service. You agree that the Product and Service is not intended, nor designed, for use in high-risk activities, or in any situation where failure of the Product and Service could lead to death, personal injury, or damage to property, or where other damages could result if an error or outage occurred. The parties further agree that, **NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THE AGREEMENT, to the extent not prohibited by Law, WE SHALL NOT BE LIABLE FOR ANY DEATH, PERSONAL INJURY, OR DAMAGES ARISING OUT OF OR RELATED TO USE OF THE PRODUCT AND SERVICE.** You agree that your primary recourse in the event of any actual or potential threat to person or property should be to contact First Responder Services and that the Product and Service is not intended to replace such First Responder Services, or to be used for communicating with, or replace notification to, or interoperate directly with, such First Responder Services, which should have already been notified and deployed prior to using the Product and Service.

17.8. Training and Testing. Blackboard makes training on the Product and Service available to you, and recommendations for periodic testing of the configurations and operations of the Product and Service for Customer. You acknowledge that taking advantage of such training on a reasonable basis for appropriate personnel and performing such testing is your responsibility, and that failure to do so could result in the Product and Service not functioning as expected.

17.9. Marketing and Political Activities. The applicable Products and Services shall not be used for marketing or political activities.

17.10. Excessive Usage. During times of prolonged, excessive usage of the Products and Services, we reserve the right to charge you additional fees not exceeding our estimated incremental costs, including applicable fees and taxes, for such Excess Usage. The term **"Excess Usage"** shall mean the amount of SMS texting segments and/or phone voice minutes per FTE initiated through the Connect and/or Mass Notification services during a calendar month over 20 such segments or minutes per FTE in any two or more consecutive calendar months above such level. We shall use best commercial efforts to notify you through our client portal, our representatives, and/or via email prior to assessing any such additional charges, which shall not exceed \$.0065 per segment or minute. Unless otherwise specified in the Order Form, **"FTE"** is defined as the number of full-time students plus half of the part-time students enrolled at your institution. Blackboard reserves the right to charge for overages as they occur throughout the term, provided however, any failure by Blackboard to timely invoice for any overages shall not constitute a waiver of your obligation to pay such fees.

18. SOCIABILITY & SOCIAL MEDIA MANAGEMENT PRODUCTS

Third-Party Services. You acknowledge that the Products and Services may assist you to access or themselves automatically access, interact with, and/or purchase services from third parties via third-party social media and similar websites or applications (collectively, the **"Third-Party Services"**). You authorize any such access. Any use of Third-Party Services is governed solely by the terms and conditions of such Third-Party Services (and you shall comply with all such terms and conditions), and any contract entered into, services provided, or any transaction completed via any Third-Party Services, is between you and the relevant third party, and not Blackboard. Blackboard makes no representation and shall have no liability or obligation whatsoever in relation to the content provided to or available at, use of, or correspondence with, any such Third-Party Services or any transactions completed and any contract entered into by you with any such third party.

19. SCHOOLWIRES, EDLINE & WEBSITE COMMUNITY MANAGEMENT PRODUCTS

19.1. License Grant. You shall have a right to use those website community management SaaS Services purchased under an Order Form. Certain SaaS Services may include use of a website or other web-based learning environment which is hosted by us (a **"Site"**). A Site which is built upon the designated website community management system is generally used as a client's primary internet website and additional Sites are typically used as one or more related sub-sites (such as an individual school's website or other secondary website). Where your licensing rights are limited by a specified number of Sites, such limit shall be determined by adding up all of your Sites, including both those that are used as primary websites and those used as secondary websites. In this regard, as used in the Order Form to establish licensing limitations, the following definitions shall apply:

"Channels." A group of one or more closely related FlexSites located within a Site. For example, an **"Athletics"** Channel may contain FlexSites for various teams such as Varsity Football, Varsity Soccer and Varsity Baseball.

"FlexSites." (Also referred to at times as **"Sections"**). A connected group of web pages devoted to a single topic or several closely related topics located within a Channel. For example, FlexSites can be used to provide online content for an individual class, club, athletic team and/or district policies. A client's rights of use in the SaaS Services are generally limited by a specified number of FlexSites as specified in the Agreement.

19.2. Usage Limitations. Depending on the website community management SaaS Services purchased, your use of the SaaS Services may be limited by bandwidth, storage or other limitations. Blackboard reserves the right to charge for overages as they occur throughout the term, provided however, any failure by Blackboard to timely invoice for any overages shall not constitute a waiver of your obligation to pay such fees.

19.2.1. Authorized Users. Authorized Users of the website community management SaaS Services may only be comprised of students, teachers, administrators, parents, staff and community constituents directly enrolled or otherwise affiliated with your district or institution who you authorize to access and use the SaaS Services in support of your educational operations. However, where you have purchased rights of use in a Site which is designed to display public-facing content, third party visitors may access the screen displays on the Site on a remote, web-enabled basis in order to view the Site content which you have chosen to display to the public.

19.2.2. Purposes. You may only use the website community management SaaS Services in accordance with the uses contemplated in the pertinent Documentation.

19.2.3. Authorized User accounts. If you purchase rights of use in website community management SaaS Services which are designed to enable collaborative learning and social networking within a school district, your right to use these SaaS Services shall be limited by a specified number of Authorized User accounts. The "Authorized User account" limitation shall be specified in the applicable Order Form and you shall not be permitted to allow use of the SaaS Services to anyone other than those individual account holders who are specified by name on a list maintained by you, where the total account holders shall not exceed the specified limitation.

19.2.4. Participants and Classrooms. If you purchase rights of use in website community management SaaS Services which facilitate a virtual international classroom exchange program, then your rights of use will be limited to a number of classrooms and associated participants as specified in the applicable Order Form.

19.2.5. Passkey Manager. If your license includes rights of use in the Passkey Manager, then our obligations to provide Support therefor shall extend only to the pre-built single sign-on configurations in the forms delivered by us as part of the general release version of this Service. We have no obligation to support the Passkey Manager if any third party changes their methodology or technology for authenticating their application or website resulting in a disruption of the pre-built configurations provided by us.

19.3. Monitoring the Site. You acknowledge that persons other than our employees, particularly students, may post inappropriate material on, or otherwise interfere with (e.g., by "hacking"), the Site. It may be difficult to determine precisely who took such actions or when they were taken. However, you agree that you are solely responsible and liable for monitoring the Site on a regular basis to ensure that it does not contain inappropriate material and is functioning properly. In the event that you discover any materials that should be removed from the Site, you will do so promptly or, if you cannot do so, will notify us immediately. In no event shall we be liable in any manner or form, or under any theory or cause of action, for inappropriate content or materials posted on your Site unless we post such content or materials.

19.4. Your Responsibilities. You acknowledge and agree that your use of the website community management SaaS Services does not and will not violate any applicable laws or third-party rights. You acknowledge and agree to comply with all applicable privacy laws, including without limitation FERPA, COPPA and state laws relating to student data privacy, regarding your use of the services to provide content to and collect information from your Authorized Users and visitors, including, without limitation, by posting your privacy policy on your Site and for making all required disclosures and obtaining all required consents, if necessary, from such Authorized Users and visitors with respect to your collection, use, and disclosure of personal information.

19.5. Authorized User Requirements. You shall ensure that the computing systems utilized by you and your Authorized Users meet the required browser and other configurations then specified by us (in the Order Form or on our website) as necessary for the operation of the SaaS Services and Site (other than equipment provided by us as part of our hosting obligations). We reserve the right to modify these requirements from time to time and will notify you of any material modifications by e-mail or otherwise.

19.6. Terms of Use and Privacy Policy. Where we provide access to our Terms of Use and Privacy Policy on the Site, you shall not remove, disable, impede access to or otherwise modify them.

19.7. Additional Ownership Rights. In addition to the ownership rights described in the Agreement, we shall own all right, title and interest in all website templates, the design and layout (including the "look and feel") of the Site, the underlying architecture and framework of the Site, and other content or deliverables developed by us for the Site.

20. MOBILE APPLICATIONS

Blackboard provides software ("**Mobile Software**") to access many of the Products and Services via a mobile device. The use of Mobile Software is governed by the terms and conditions referenced in the application store (e.g., Apple, Inc. or Google, Inc. app stores) relevant to the Mobile Software except with regard to the collection, use, and deletion of Personal Information on your behalf, which is governed by the Agreement. Blackboard makes no representation regarding the availability of third-party application stores or the Mobile Software's compatibility with mobile devices.

21. SMARTVIEW™

21.1. Authorized Users. Your Authorized Users are your employees. You will only use the Product and Service to provide help-desk guidance (including but not limited to guidance on financial aid, student accounts, registration and records) to current faculty and staff. In addition, if specified on the applicable Order Form, your current and prospective students may access the Self-Help portal of the Product and Service.

21.2. Representations and Obligations. You represent and warrant that: (a) you will comply with all applicable Laws, including those regarding Personal Information, in connection with your use of SmartView; (b) you will not store any Personal Information within SmartView; (c) you are responsible for communicating any necessary modifications to the Product and Service that arise due to changes in your internal policies or the Law; (d) in order to facilitate a reasonable method for us to obtain timely and automated access to institutional data, upon the Effective Date, your student information system (SIS) shall be integrated with Smartview, and depending on the scope of services, your learning management system (LMS) system and customer relationship management (CRM) system, may be integrated with Smartview; and (e) following the initial configuration of the Product and Service, you are responsible for any modifications or errors within the workflow routines in the Product and Service. The costs and timelines to complete any requested modifications to the Product and Service must be addressed in a mutually agreed Statement of Work.

21.3. Remedies and Disclaimers. You acknowledge that: (a) you are solely responsible for the accuracy of Personal Information or content in the Product and Service; (b) the KnowledgeBase in SmartView is for informational purposes only and it is your responsibility to update the content in the KnowledgeBase every twelve (12) months. Blackboard will not be held to any penalties associated with missed One Stop or Help Desk Service Level Agreements during any period where the KnowledgeBase has not been updated in the past twelve (12) months; (c) your Authorized Users will not provide any financial guidance or advice solely based on the Product and Service; (d) you agree that you are responsible for the actions or inactions of your Authorized Users; and (e) Blackboard shall have no liability associated with the guidance or advice provided to Students by such Authorized Users. Except

to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, you agree to defend, indemnify and hold us harmless against any damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys' fees) in connection with any claim or action that arises from the guidance or advice provided to Students using the Product and Service.

21.4. Additional Fees. In the event you do not integrate your system with Smartview as outlined in Section 22.2(d) above, Blackboard shall invoice you at the following specifications: for One Stop Services and Help Desk, you will be billed at the Premium Solution rate for the period of time that Smartview is not integrated with your systems; for Help Desk Services: (1) for per minute-based pricing models, we may charge you an additional 25% per minute; and (2) for per incident-based pricing models, we may charge you an additional 25% per incident. Blackboard reserves the right to charge for overages as they occur throughout the term, provided however, any failure by Blackboard to timely invoice for any overages shall not constitute a waiver of your obligation to pay such fees.

22. STUDENT SUPPORT SERVICES

22.1. Types and Estimates of Student Support Services. The Order Form will specify whether you have purchased inbound, live outbound, and/or automated outbound Student Support Services. The estimated number of annual Inbound Interactions, monthly Inbound Interactions, Average Handle Time, and quarterly Outbound Interactions, all as applicable and defined below, are also set forth on the Order Form. If these estimates exceed the actual parameters experienced in the relevant period, we shall be excused from any failure to meet any service levels for such period as outlined in the Statement of Work. The parties shall review the estimates at the end of any term and agree on updated estimates for any renewal term (including the payment of additional fees based on such updates) and update the Order Form accordingly.

22.1.1. Inbound Interactions. You represent that the estimated monthly Inbound Interactions is a reasonable estimate, and at the end of a term we shall be entitled to invoice you in accordance with the terms set forth herein. You acknowledge and agree that, if during any annual term, the actual number of Inbound Interactions exceeds your total Estimated Inbound Interactions ("Excess Inbound Interactions"), then at the end of the then-current annual term, we shall be entitled to charge you for all such Excess Inbound Interactions at a Per Incident Rate, plus a premium, as outlined in the Statement of Work. You may upwardly adjust estimated monthly Inbound Interactions for any future month upon delivery of 60 days' prior written notice to us.

22.1.2. Live Outbound Interactions. If the actual live Outbound Interactions exceeds the quarterly estimate by 15% or more, we will meet to determine whether the estimate for future quarters needs to be upwardly adjusted (and, if so, shall update the Order Form accordingly, including the payment of additional fees).

22.2. Provision of Service Desk Infrastructure. We shall provide the enabling technology, software system, or other designated support procedures/processes and related third party technologies that will provide back-end ticketing, a customer-facing knowledge base and related support modules, including access to self-help resources and live support via phone, chat, and web-based submissions, where applicable ("**Service Desk Infrastructure**") to Authorized Users designated by you who will become familiar with the Service Desk Infrastructure and work with the Blackboard Service Desk on your behalf to provide the Student Support Services ("**Authorized Customer Support Users**") to students, faculty or staff members of yours located at or receiving or providing services through your institution ("**Authorized Users**").

22.3. Implementation. We shall provide an implementation project manager, implementation resources, and requisite tools to develop and implement your Student Support Services. Implementation services, development, and associated go-live dates are assumed to be standard unless otherwise specified in a custom scope. If, during implementation, it is discovered that your business processes necessitate a custom scope after contract signing, go-live dates could be impacted. We will also provide you with a customer service manager. During the implementation phase, the parties shall co-author the call script to be used by our representatives.

22.4. Availability. We shall use commercially reasonable efforts to make the Service Desk Infrastructure available. From time to time, it may be necessary for us to perform scheduled maintenance on and/or deliver upgrades to various components of the Service Desk Infrastructure, as set forth in more detail in the Order Form.

22.5. Your Responsibilities. These responsibilities are essential to our achievement of service levels for you.

22.5.1. Access. You agree to provide us with any reasonable information and training required by us to establish the Service Desk Infrastructure. You will provide reasonable access to your personnel and arrange for us to have suitable access to your facilities (including suitable office space and resources for our personnel working on-site) and systems within your control necessary to perform the Student Support Services.

22.5.2. Cooperation. You agree to assign an executive sponsor and day-to-day project manager with final sign-off authority to review and approve processes, workflow, knowledge base and escalation procedures regarding the Student Support Services. Your personnel will actively participate in review and planning meetings, trainings, and the communication of processes and documentation reasonably required to provide the Student Support Services.

22.5.3. Usage Limitations. You shall use best efforts to ensure that only Authorized Customer Support Users are provided access to the Service Desk Infrastructure and Student Support Services, including not causing or permitting third parties to access such infrastructure or services.

22.6. Authorized Users. You acknowledge that we will rely on information provided by you. You agree to provide such information that is reasonably requested by us from time to time, including (i) a comprehensive list of all current and (to the extent then known) potential Authorized Users, (ii) the email addresses and/or phone numbers of Authorized Users, (iii) student demographic information, and (iv) headcount data.

22.7. Representations and Indemnity. If you request that we contact any Authorized User or other person on your behalf ("**Recipient**"), you represent and warrant that: (a) you will comply with all Laws and contracts in connection with use of contact information for Recipients, the Student Support Services, and with respect to the content and transmission of calls, texts, and other messages ("**Messages**") sent using the Student Support Services, including, without limitation, all federal and state telemarketing-related laws, rules and regulations, the Telephone Consumer Protection Act (47 U.S.C. § 227) and the FCC's implementing regulations (47 C.F.R. § 64.1200) (such laws, rules and regulations, as amended from time-to-time, collectively, the "**Telemarketing Laws**"); (b) as to each Recipient to be contacted by us on your behalf, you have obtained all consents that may be required by the Telemarketing Laws and your privacy policies; (c) you will retain documentary proof of such consents for at least five (5) years from the date the Recipient's contact information is provided by you to us; (d) you will suppress and will not provide to us contact information for any Recipient who has registered his or her telephone number on the national Do-Not-Call Registry, any similar state registries or has otherwise indicated that he or she does not wish to be contacted by you or us; and (e) you will provide a reasonable means for Recipients to rescind consent to receive Messages and

will not request us to send Messages to Recipients who have opted out of receiving Messages from you. We shall have the right to audit your compliance with subsections (a) - (e) above. Failure to comply with any provision of this section is a material breach of the Agreement. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, you agree to indemnify, defend and hold us harmless from and against all claims, lawsuits, proceedings, causes of action, damages, liabilities, losses, judgments, fines, penalties, costs, and expenses (including attorneys' fees) relating to or arising out of your breach of the foregoing representations and warranties, or in connection with any claim or action from a third party that arises from the sending (or inability to send or receive), content, or effects of any Messages you distribute using, or your failure to use, the Product and Service. In connection with such indemnity and defense obligations related to a third-party claim, lawsuit, etc., (i) we may participate therein (but not control) through counsel of our own choosing, which participation shall be at our sole expense, and (ii) you shall not settle or permit the settlement of any such third party claim, lawsuit, etc. without our prior written consent, which consent shall not be unreasonably withheld. This Section shall survive any termination of the Agreement.

22.8. Changes and Oral Instructions. You shall, to the extent reasonably possible, provide us with no less than 60 days' prior notice of events that you anticipate will increase volume of the Student Support Services. We may proceed with and be compensated for performing changed work for a period of up to thirty (30) calendar days if we receive an oral instruction to proceed from your project manager or another authorized representative and we send a written confirmation of the oral instruction to you.

22.9. Added Definitions.

22.9.1. "Average Handle Time" means, with respect to any period, the average time (including talk time, time on hold, and wrap-up time) taken to handle an Inbound Interaction.

22.9.2. "Inbound Interaction" means a single inbound Support Request from an Authorized User to the Service Desk or the Service Desk Infrastructure. An Inbound Interaction does not include (i) live or automated outbound Support Services or (ii) self-help by an Authorized User where there is no interaction between the Service Desk and an Authorized User.

22.9.3. "Outbound Interaction" means an outbound interaction between the Service Desk and an Authorized User (for example, during a live outbound campaign in support of enrollment or financial aid objectives). An Outbound Interaction may be either a live interaction between a Blackboard Service Desk member and an Authorized User or automated (e.g., outbound text messages). An Outbound Interaction does not include (i) inbound Student Support Services or (ii) self-help by an Authorized User where there is no interaction between the Service Desk and an Authorized User.

22.9.4. "Service Desk" means our personnel that provide Student Support Services to Authorized Users under this Section 24.

22.9.5. "Support Request" means a request for assistance received by Blackboard's Service Desk and/or Service Desk Infrastructure from an Authorized User, such as any answered phone call, answered email, or answered chat.

22.9.6. "Self-Service Incident" means students getting the information that they need using self-service technologies.

22.10. Travel. You will reimburse us for all reasonable travel expenses incurred by our employees in connection with the delivery of our services, unless stated otherwise. In the event that you choose to cancel a scheduled on-site visit within two (2) weeks of the scheduled event, Blackboard may invoice you for associated travel change fees.

22.11. Blackboard reserves the right to charge for overages as they occur throughout the term, provided however, any failure by Blackboard to timely invoice for any overages shall not constitute a waiver of your obligation to pay such fees.

23. BLACKBOARD ALLY

23.1. Grant of License. With respect to the Blackboard Ally service, for the term specified in the applicable Order Form, we grant you a non-exclusive, non-transferable, non-sublicensable, license to access and use the Blackboard Ally service made available by Blackboard.

23.2. No advice. We do not guarantee that the use of the Blackboard Ally service will ensure the accessibility of your web content or that your web content will comply with any specific web accessibility standard or law. Any information or guidance accessed through the Blackboard Ally service, including without limitation the results of any website tests conducted or other guidance with respect to compliance with various accessibility standards, including without limitation the web content accessibility guidelines 2.0 (WCAG 2.1), or laws, rules or regulations, including without limitation those commonly known as the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008, applicable sections of the Communications Act of 1934 as amended by the Telecommunications Act of 1996, 251(a), the Rehabilitation Act, the Individuals with Disabilities Education Act, or their international counterparts, any or all as amended from time to time, or related rules or regulations is provided solely as a courtesy and is not legal advice or counsel. Other laws may apply to you or your customers depending on the nature of their goods and services. We expressly disclaim any implied or express warranties and any liability with respect to any information or guidance provided.

24. MARKETING, ENROLLMENT, AND RECRUITMENT SERVICES

24.1. Marketing Services: Ownership of Marketing Deliverables. Marketing creative deliverables that are created or developed by Blackboard specifically for you pursuant to a Blackboard marketing services Statement of Work ("Marketing SOW"), including all marketing and media plans, and creative content such as slogans, artwork, media content, image files, videos, drawing, photographs, graphic material, film, music and web sites ("Customer Marketing Deliverables") shall be owned by you. You hereby license the Customer Marketing Deliverables to Blackboard during the Term of the Agreement solely to permit Blackboard to carry out its obligations under this Agreement and any associated Marketing SOW's. To the extent that any deliverable created under a Marketing SOW includes Blackboard intellectual property, Blackboard hereby licenses such Blackboard intellectual property to Customer for use solely as part of such deliverable. Such license shall survive expiration of the relevant Marketing SOW. Customer agrees that Blackboard shall have no obligation to host any of the deliverables under a Marketing SOW following the termination of such Marketing SOW.

24.2. Enrollment Services: Representations and Indemnity. If you request that we contact any prospective student, Authorized User, or other person on your behalf ("Recipient"), you represent and warrant that: (a) you will comply with all Laws and contracts in connection with use of contact information for Recipients, the Enrollment Services, and with respect to the content and transmission of calls, texts, and other messages ("Messages") sent, including, without limitation, all federal and state telemarketing-related laws, rules and regulations, the Telephone Consumer Protection Act (47 U.S.C. § 227) and the FCC's implementing regulations (47 C.F.R. § 64.1200) (such laws, rules and regulations, as amended from time-to-time, collectively, the "Telemarketing Laws"); (b) as to each Recipient to be contacted by us on your behalf, you have obtained all consents that may be required by the Telemarketing Laws and your privacy policies; (c) you will retain documentary proof of such consents for at least five (5) years from

the date the Recipient's contact information is provided by you to us; (d) you will suppress and will not provide to us contact information for any Recipient who has registered his or her telephone number on the national Do-Not-Call Registry, any similar state registries or has otherwise indicated that he or she does not wish to be contacted by you or us; and (e) you will provide a reasonable means for Recipients to rescind consent to receive Messages and will not request us to send Messages to Recipients who have opted out of receiving Messages from you. We shall have the right to audit your compliance with subsections (a) - (e) above. Failure to comply with any provision of this section is a material breach of the Agreement. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, you agree to indemnify, defend and hold us harmless from and against all claims, lawsuits, proceedings, causes of action, damages, liabilities, losses, judgments, fines, penalties, costs, and expenses (including attorneys' fees) relating to or arising out of your breach of the foregoing representations and warranties, or in connection with any claim or action from a third party that arises from the sending (or inability to send or receive), content, or effects of any Messages you distribute using, or your failure to use, the Product and Service. In connection with such indemnity and defense obligations related to a third-party claim, lawsuit, etc., (i) we may participate therein (but not control) through counsel of our own choosing, which participation shall be at our sole expense, and (ii) you shall not settle or permit the settlement of any such third party claim, lawsuit, etc. without our prior written consent, which consent shall not be unreasonably withheld. This Section shall survive any termination of the Agreement.

25. BLACKBOARD REACH

25.1 License Grant and Use. For the term specified in the applicable Order Form, we grant you a non-exclusive, non-transferable, non-sublicenseable, license to access and use the Blackboard Reach service made available by us. The Blackboard Reach service provides your teachers and staff with the capability to initiate direct messages to household units, including students and their parents and caregivers, and allows students and their parents to respond to these messages through a two-way messaging ("**Two-Way Messaging**") functionality. In order to utilize the Two-Way Messaging functionality, Authorized Users will need to install a mobile application or navigate to a website. An internet connection is required.

25.2 Authorized Users. Unless otherwise specified on the Order Form, your Authorized Users are your employees, including administrators, faculty, and staff, and their message recipients, including parents or caregivers of enrolled students and enrolled students. You will only use the Blackboard Reach service to send messages to the number and type of Authorized Users specified in the Order Form, and to the extent not so specified, as defined herein. You will provide all contact data for Authorized Users. Unless otherwise indicated on an Order Form, messages may only be sent to recipients located within the 48 contiguous United States, Alaska and Hawaii, and Canada.

25.3 Your Representations. If you utilize the Blackboard Reach service to contact any Authorized User, you represent and warrant that you will comply with all applicable laws and contracts in connection with use of contact information for such Authorized User and with respect to the content and transmission of messages sent using the Two-Way Messaging functionality. You represent, warrant and covenant that you will not use the Blackboard Reach service for the purpose of sending commercial messages, including, without limitation, offers to purchase, sell, barter or lease commercial products, goods, or services.

25.4 Translation Service. Through the Blackboard Reach service, messages may be authored in one supported language and translated into another supported language (the "**Translation Service**"). We do not guarantee that messages translated through the Translation Service will be free of errors or mistakes. Moreover, the Translation Service may not be generally available at the time you purchase the Blackboard Reach service. You agree that if the Translation Service is not available to you during the Term, then (1) Blackboard is not in breach of this Agreement and (2) you are not owed any refund of fees paid by you to Blackboard. You shall not be permitted to use the Translation Service to translate more than 800 characters per calendar month per FTE (the "**Translation Limit**"). In the event that you exceed the Translation Limit, we reserve the right to charge you additional fees not exceeding our estimated incremental costs, including applicable fees and taxes, for each character translated beyond the Translation Limit. Blackboard reserves the right to charge for overages as they occur throughout the term, provided however, any failure by Blackboard to timely invoice for any overages shall not constitute a waiver of your obligation to pay such fees.



Client Services Product Support Catalog

Blackboard Teaching & Learning (SaaS, Managed Hosting & Self-Hosted)

Updated July 2021

Publication Date: April 2021

Worldwide Headquarters

11720 Plaza America Dr
Eleventh Floor
Reston, VA 20190
www.blackboard.com

- +1 800 424 9299 toll free US & Canada
- +1 202 463 4860 telephone
- +1 202 463 4863 facsimile

International Headquarters

Paleisstraat 1
1012 RB Amsterdam
The Netherlands
www.blackboard.com

- +31 (0) 20 788 2450 (NL) telephone
- +31 (0) 20 788 2451 (NL) facsimile

Copyright © 1997-2021. Blackboard, the Blackboard logo, BbWorld, Blackboard Learn, Blackboard Transact, Blackboard Connect, the Blackboard Outcomes System, Behind the Blackboard, and Connect-ED are trademarks or registered trademarks of Blackboard Inc. or its subsidiaries in the United States and other countries. U.S. Patent Numbers: 6,988,138; 7,493,396; 6,816,878.

Sun™, Java™, JDK™, JVM™, JDBC™, Solaris™, Microsoft®, Windows®, Windows Server®, Windows Vista®, SQL Server®, Internet Explorer®, Oracle®, Red Hat®, Linux®, Apple®, Mac OS®, Tiger®, Leopard®, Snow Leopard®, Safari®, Apache Tomcat™, Tomcat™, Mozilla®, Firefox®, JAWS for Windows®, VMware®, Xen™, Wimba Pronto™, Acxiom Identify-X™ are trademarks or registered trademarks of their respective owners.

Other product and company names mentioned herein may be the trademarks of their respective owners.

No part of the contents of this manual may be reproduced or transmitted in any form or by any means without the written permission of the publisher, Blackboard Inc.

ALL SUPPORT SERVICES PROVIDED BY THE COMPANY ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE APPLICABLE SOFTWARE LICENSE AGREEMENT OR SUPPORT SERVICES AGREEMENT BETWEEN COMPANY AND THE APPLICABLE LICENSEE. BLACKBOARD RESERVES THE RIGHT TO MODIFY THIS DOCUMENT, FROM TIME TO TIME, EFFECTIVE FIVE (5) DAYS AFTER SUCH MODIFIED DOCUMENT IS POSTED AT THE RELEVANT LINK, SUCH POSTING TO CONSTITUTE EFFECTIVE NOTICE OF CHANGES

Table of Contents

Introduction	1
Supported Products.....	1
Support Categories	1
Supported Use Cases for Teaching and Learning Products.....	2
Support Methodology	2
Support for System Administrators.....	3
Support Services Designated Personnel.....	3
Severity Levels & Target Response Times	3
Severity Level 1	3
Severity Level 2	4
Severity Level 3	4
Severity Level 4	4
Reporting an Issue.....	4
Client Escalation	5
Self Hosted Clients	5
Release Terminology.....	5
Support Classifications	5
Full Support	6
No Longer Supported Releases	6
Using the Blackboard Learn Database Schema	7
Support for Database Schema	8
Unauthorized Database Changes.....	8
Exclusions to Support Policies.....	8
Support for Web Community Manager	10
Blackboard Web Community Manager Service Level Commitment	10
Scope.....	10
Definitions	10
Technical Support.....	10
Availability.....	10
Support Methodolgy.....	11
Severity Levels & Target Response Times	11
Reporting an Issue	12
Client Escalation	12
Authentication.....	12

Introduction

The purpose of this document is to provide information on the client services Blackboard Inc. provides as well as policies and procedures for administering client support. Included are definitions of the life cycle of supported products and support classifications. Options for the types of support available to clients are defined as well as the terms under which support may be provided.

Supported Products

Blackboard Inc., together with its subsidiaries (the “Company”), currently makes Support Services available for certain of its products. Support Services are based on the support category to which each version of the product has been assigned by the Company. Support Services are subject to the terms of the applicable software license agreement between the Company and the applicable licensee (the “Client”, the “Agreement”). The Company products that are currently covered (individually, the “Product”; collectively, the “Products”) are as follows:

- Blackboard Learn™
- SaaS Deployment for Blackboard Learn™
- Blackboard Learn for Course Delivery™
- Blackboard Learn for Community Engagement™
- Blackboard Collaborate™
- Blackboard Mobile Solutions
- Ally
- Blackboard Web Community Manager™

Support Categories

All products are classified into a support category that defines the level of support services that is provided to clients. Each product has a current designated category. Support Categories are subject to change as determined by the Company and the product roadmap.

- **Full Support:** Full Support includes product versions for which Blackboard offers a wide range of support options. Products within Full Support receive scheduled and necessary updates. Examples include but not limited to product and security fixes. SaaS Deployments for Blackboard Learn receive frequent updates and are covered under the Full Support category.
- **No Longer Supported:** Blackboard Learn versions in No Longer Supported status are not maintained by Blackboard. Clients are strongly encouraged to upgrade to a version with Full support. Once in No Longer Supported status, a Learn version will no longer receive active maintenance updates or scheduled updates. Only Self-service support is available via the knowledge base or help.blackboard.com. Issues reported against a version of Learn in No

Longer Supported via phone or behind.blackboard.com will not be actioned and will be closed with the following exceptions for Managed Hosting Clients only:

- Report a service outage
- Request the restoration of deleted content
- Schedule an upgrade

Requests or issues documented outside of the above listed use cases will be reviewed and actioned at the sole discretion of Blackboard management.

Supported Use Cases for Teaching and Learning Products

Blackboard Client Support will respond to and work to resolve problems submitted by clients and channel partners directly related to the Product's administration and operation in accordance with the response times and escalation procedures as defined in this document. Reasonable efforts to respond to all support requests and to remedy any documented and reproducible errors and defects in the Product that are submitted using an approved means within the defined targeted response and resolution times. If Support determines a problem is due to Client's improper or incorrect use of the Software, the problem might not qualify for Support and might need Professional Consulting Services.

Support provided to:

- Address issues where product is not functioning or performing as designed
- Offer product guidance for questions not covered in product documentation (not product training)
- Offer product guidance around system configuration and administrative settings
- Address concerns around core product functionality

Support Methodology

Scope of Support Client is eligible to receive support in English from the Company. The Company may make support available in other languages from time to time, subject to the language capabilities of its technical staff. Clients may request to be assigned to a Technical Support Manager who speaks their language. Where possible, the Company will attempt to provide this service. Clients accept that this may cause some delays while an available resource in their language is located, and thus may elect to have a faster response in English.

- Self Service - help is available on the following web resources in multiple languages
 - <http://behind.blackboard.com> – available in multiple languages
 - <https://help.blackboard.com> - available in multiple languages
 - <https://status.blackboard.com>
 - Blackboard Community - <https://community.blackboard.com/home>
- Web-based Self Service – Client is eligible to submit and add notes to cases as well as access documentation, release notes and knowledge resources.
- Case Communications by Email – After a case has been created either by telephone or web-based self-service, ongoing communication may take place by email, provided the Client does so by replying to emails coming from support@blackboard.com and do not alter the subject line.

- Telephony - Telephone-based support is available twenty-four (24) hours a day, seven days (7) a week, three hundred and sixty-five (365) days a year (888) 599-2720

Support for System Administrators

Support Services Designated Personnel

Client may designate up to two (2) of its personnel for purposes of receiving Support, and may designate substitute personnel by providing written notice to the Company (provided that not more than two (2) persons may be designated as support contacts at any given time). These designated personnel should be staff members who have access to the Blackboard administrator interface, and has or can easily obtain SSH or VNC/Terminal Services access to the server on which the Product is installed.

The Company requires a Primary System Administrator for each client who acts as the primary system administrative point of contact for Blackboard within the client's institution. Blackboard Support will contact this individual if there are questions related to support. This individual is typically active in the support portal (submits support cases as needed), is very familiar with the institution's implementation and usage of their Blackboard product, and is able to answer questions and make decisions pertaining to how the product is supported. Support provides broader and deeper support coverage for institutions running in mission-critical and complex environments. Support is provided on a 24/7/365 basis, which provides clients with round-the-clock support services.

All system administrators are able to submit cases, access knowledge and documentation and edit contact information on <https://behind.blackboard.com>. System administrators will have access to hotfixes, updates, and releases of the supported Product when they become generally available to licensed clients.

Reasonable efforts to respond to all support requests and to remedy any documented and reproducible errors and defects in the Product that are submitted using an approved means within the following targeted response and resolution times.

Severity Levels & Target Response Times

Severity level may be changed by Support to align with criteria outlined.

All support requests are important. However, some requests take precedence over others. Support has four categories ("Severity Levels") for support requests. Requests are handled based on assigned severity level.

Severity Levels also determine initial response time targets. The most severe cases have the swiftest targeted response times. Severity Level definitions and their response times are described in the sections below.

Note: Service Level Agreement response times may vary. Please refer to the Client contract when in doubt.

The time a request is logged is the time the call or web-based self-service request is recorded by the Company.

Web-based self-service and telephone are the only approved means for initial support request submission under Company Support. The Support staff is not responsible for responding to requests made by third parties or directly to Company Support staff members, or by any means other than those described above.

Blackboard classifies Support Incidents as follows:

Severity Level 1

Your Blackboard Production System is down and not functioning, the system is disabled or non-responsive.

Some examples of Severity Level 1 Application errors are as follows:

- No users are able to access the service
- Service is not able to communicate with external systems

When a Severity Level 1 issue is reported, the Company will assign resources to remedy the error; if access to the Product is required, we ask that you provide access to your system and other software for the duration of the error correction procedures.

Response time for Severity Level 1 is within one (1) hour.

Note: Severity Level 1 only applies for Production Environments.

Severity Level 2

Your Blackboard Product is functioning but major components are unavailable or unusable. The Application is running but you may be unable to use major portions of the Software.

Some examples of Severity Level 2 Software errors are as follows:

- The service is unavailable to a subset of users or it is intermittently unavailable.
- A major functional component is unavailable.

When a Severity Level 2 issue is reported, the Company will assign resources to remedy the error; if access to the Product is required, we ask that you provide access to your system and other software for the duration of the error correction procedures.

Response time for Severity Level 2 is within four (4) hours.

Severity Level 3

Your Blackboard Product is operating close to normal; however minor components are functioning abnormally.

Targeted response time for Severity Level 3 is within one (1) Business Day.

Severity Level 4

Severity Level 4 implies that the Software is operating normally but you may be in need of instructional assistance.

Targeted response time for Severity Level 4 is within one (1) Business Day.

Note: Severity Level 1, 2, and 3 will take priority over Severity Level 4 cases.

Reporting an Issue

When submitting a case, Client should include steps to recreate the problem in a similar environment to assist Blackboard Support with case investigation. Client should follow these guidelines when submitting the Case:

- The Case form must be completely filled out. Blackboard may be unable to act upon any incident until all information reasonably requested has been received by Blackboard. All information so requested is critical in evaluating the issue. If the Case form does not have the required information requested, Blackboard will need to request the additional information, thereby delaying the process. If the additional information is not provided within nine (9) days, the request will be considered withdrawn and the Case closed. Client may create a new case or reopen the request at a later date once Client is able to submit the requested information.
- Client must designate on the Case form the incident classification that is appropriate for Client's problem. Priority will be given to Level 1 Level 2 incident designations.
- Client must maintain necessary account(s) for Blackboard support to access the site.
- Client must provide via the Case form:

- A full description of the problem
- Sample of output showing the problem
- Steps to reproduce the problem, and SSO login if needed
- Expected results
- A copy of the input transaction that caused the problem
- Any screenshots or video documentation to assist in efficient troubleshooting

Client Escalation

Please refer to the Escalation Procedures link on the Behind the Blackboard Home page found at behind.blackboard.com. [Escalation Procedures](#)

Self Hosted Clients

Providing Blackboard Support Access to Your Server

Resolution of a self-hosted client issue may be directly impacted by Support's ability to gain access to a self-hosted system. The Company's commitment to providing timely, quality technical support is based upon having sufficient server access to resolve a support request. To effectively resolve issues submitted, the Support staff may require any of the following information:

- Login information for Student or Designer/Faculty members experiencing problems
- Login information for Blackboard Administrator (for non-hosted environments)
- SSH or VNC/Terminal Services access to the Blackboard server (for non-hosted environments)

The Company's support staff must approve any request by a Client for the use of alternative means of server access in advance. The Company shall use reasonable efforts to accommodate any reasonable request for the use of an alternative means of server access; however, in the case of such an accommodation, the service level agreement targets for initial response, status updates as set forth herein shall not apply with respect to the specific support request for which an alternative means of server access is used. Such is the case with VPN access. In such cases, clients may wish to consider an on-site, separately priced professional services engagement.

As per the following Exclusions section, Support shall not include support for any Product running in an unsupported configuration. In the event a client is running a Product in an unsupported configuration and reports a problem, the Company may, at its sole discretion, attempt to replicate the issue in-house at the Company on systems running in a Company-supported configuration. If the Company's support staff is able to replicate the problem on a supported configuration, the Company may elect to handle the support request in accordance with its standard support procedures. If the Company's support staff is unable to replicate a problem on a supported configuration, the Company shall refer such Client to the Company's Professional Services department for a separately priced professional services engagement and recommend that such Client move to a Company-supported configuration.

Release Terminology

Blackboard refers to releases using the following terminology for all products except SaaS Deployments of Blackboard Learn. Release white paper - http://library.blackboard.com/docs/support/Blackboard_Learn_Release_White_Paper.pdf

Support Classifications

,

This table provides the current support category for the Company's Products as well as a roadmap of anticipated dates for reclassification. This roadmap is subject to change.

[Link to Support Services Guides](#)

Full Support

Full Support	General Availability	No Longer Supported Date
SaaS Deployment for Blackboard Learn <ul style="list-style-type: none"> <i>Learning Core SaaS</i> <i>Learning Essentials SaaS</i> <i>Innovative Classroom SaaS</i> 	September 2014	N/A – Supported
Blackboard Learn 9.1 3900.17 Release (3900.17.0-rel.43+eee598e)	July 2021	September 1, 2023
Blackboard Learn 9.1 3900.13 Release (3900.13.0-rel.31+9040981)	May 2021	July 1, 2023
Blackboard Learn 9.1 3900.10 Release (3900.10.0-rel.36+d29e3a)	April 2021	June 1, 2023
Blackboard Learn 9.1 3900.8 Release (3900.8.0-rel.34+a1b2d92)	March 2021	May 1, 2023
Blackboard Learn 9.1 3900.6 Release (3900.6.0-rel.24+5fa90)	February 2021	April 1, 2023
Blackboard Learn 9.1 3900.4 Release (3900.4.0-rel.20+93e130c)	January 2021	March 1, 2023
Blackboard Learn 9.1 3900.2 Release (3900.2.0-rel.34+4ad580a)	December 2020	February 1, 2023
Blackboard Learn 9.1 3900.0 (3900.0.0-rel.42+47a7c9a)	November 2020	December 31, 2022
Blackboard Learn 9.1 Q4 2019 Release (3800.0.0 - 3800.0.7)	December 2019	December 31, 2021

No Longer Supported Releases

No Longer Supported	General Availability	End of Life
Blackboard Learn 9.1 Q2 2019 Release (3700.0.0 - 3700.0.14)	May 2019	January 1, 2021
Blackboard Learn 9.1 Q4 2018 Release (3500.0.0 - 3500.0.15)	November 2018	December 1, 2020
Blackboard Learn 9.1 Q2 2018 Release (3400.0.0 - 3400.0.15)	April 2018	January 2020
Blackboard Learn 9.1 Q4 2017 Release (3300.0.0 - 3300.0.9)	November 2017	December 2019
Blackboard Learn 9.1 Q2 2017 Release (3200.0.0 - 3200.0.11)	April 2017	June 2019
Blackboard Learn 9.1 Q4 2016 Release (3100.0.0 - 3100.0.7)	November 2016	December 2018

Blackboard Learn 9.1 Q2 2016 Release (3000.1.0 - 3000.1.8)	April 2016	June 2018
Blackboard Learn 9.1 Q4 2015 Release (9.1.201510.1171621 - 9.1.201510.1176878)	November 2015	December 2017
Blackboard Learn 9.1 October 2014 Release (9.1.201410.160373 - 9.1.201410.1178152)	November 2014	June 2017
Blackboard Learn, Release 9.1 April 2014 Release (9.1.201404.160205)	January 2016	June 2016
Blackboard Learn, Release 9.1 Service Pack 14 (9.1.140152.0)	October 2013	June 2015
Blackboard Learn, Release 9.1 Service Pack 13 (9.1.130093.0)	June 2013	December 2014
Blackboard Open Content		December 2019
Blackboard Learn Release 9.1 SP12 and previous releases		August 2014
Blackboard Learning System--Vista License Vista 8.0		January 2013
Blackboard Learning System--CE License [^]		January 2013
Blackboard Learning System--CE Ltd. License [^]		
Blackboard Learning System--CE Basic License [^]		
Blackboard Learn, Release 9.0, 8.0, 7.0, 6.0 <ul style="list-style-type: none"> <i>All variants, all versions</i> 		October 2012
Blackboard Learning System--Vista License <i>All versions (including 3.0, 4.0, 8.0)</i>		October 2011
Blackboard Content System, Release 2.3		October 2010
Blackboard Portfolio (for CE/Vista) for Vista 8.0 <i>All versions</i>		October 2010
Blackboard Outcomes System, Version 1.0		June 2009
Blackboard Content System, version 2.0, 1.0		October 2008
All previous Product versions		
Blackboard Learning System ML, all versions		

Using the Blackboard Learn Database Schema

Documentation is available that describes the data characteristics of the tables and columns in the Blackboard Learn 9.1 database, including: data types and sizes, null ability, index, sequence, key and constraint information. Additional commentary is also provided for key tables and columns.

By agreeing to the terms of your license, Clients can download this set of documentation for the purposes of building read-only queries and designing custom reports. The schema can also be used to perform analysis and troubleshooting. Support will not provide any assistance for query writing or interpretation.

Note: Clients are not permitted to make changes to the schemas presented.

Clients are permitted to access the schema by employing the user interfaces, APIs, and tools such as Building Block schema.xml, and Building Block persistence APIs. In specific circumstances, Support may provide scripts to resolve a situation. However, any other changes to the Blackboard schema may only be done with a Blackboard Consulting engagement. Please contact your Account Executive if you would like to work with our consulting team to make any changes to your Blackboard database.

Support for Database Schema

Blackboard Support can provide assistance with access to the database schema documentation as well as interpreting the tables that correspond to the different features or features sets of Blackboard Learn.

Specific support for writing queries or training on database concepts is not provided. However, the Bb developer community does offer informal assistance <https://community.blackboard.com/discuss>.

Unauthorized Database Changes

The Company cannot support unauthorized database changes. If Blackboard discovers Client made an unauthorized change will be informed that such a change has occurred. Clients may:

- Restore a backup of their system prior to the change.
- Engage Blackboard Consulting for assistance by contacting the Client's Account Executive. Consulting typically has a 4-week scheduling lead time. If the Client can wait for available database expertise, Consulting will work with the Client to diagnose the issue and determine potential resolution and best course of action. A statement of work/consulting contract will be needed.

Exclusions to Support Policies

The Product support services described in this document apply only when the Product is installed locally at the applicable Client's site or hosted by the Company on behalf of the Client.

Support services do not include environmental-related support requests that involve the following areas:

- Self Hosted hardware update issues*
- Improper usage of the Product (such as database files removed from the Product, unauthorized customization of the Product, prohibited usage, and so on)**
- Unsupported changes to the database such as directly writing to the database or using the database schema to alter or delete records***
- Querying of Advanced System Reporting (ASR), Open DB, Direct Data Access (DDA) or Blackboard Data**
- Assistance with understanding data relationships as presented in the database schema documentation in order to write or format queries**
- Improper installation and configuration of operating system components*
- Improper hardware configuration for size of deployment*
- Hardware (server) problems*
- Server operating system problems*
- Improper hardware configurations*

- Non-supported 3rd party tools implemented to work with Product (except those where a support partnership exists)
- Issues arising with Products hosted by a third party, unless agreed upon in writing in advance by the Company (where such permission has been granted, issues arising as a result of the third party which would not have occurred with a Company hosted instance of the Product are excluded)*
- Issues arising on an unsupported configuration*
- Issues known by Company not to be related to the Product application itself*
- Root Cause analysis for authentication issues due to client side changes*
- Detailed client network analysis regarding connectivity concerns*
- Custom Roles***
- Client or Community developed (3rd party) B2***
- Course Enrollment or SIS issues requiring detailed file feed manipulation***
- Non-supported 3rd Party products***
- HTML support**
- Custom Branding***
- Query writing and execution***
- Language Pack customization**
- Disabling Course Auto Archive

* Separately priced professional consulting services are available – Contact a Company Account Executive to learn more.

** Separately priced professional consulting services or Blackboard Community Assistance available upon request.

***Separately priced professional consulting services, Blackboard Community Assistance or Self -Service Options available upon request.

Support for Web Community Manager

Blackboard Web Community Manager Service Level Commitment

Scope

The scope of Blackboard Web Community Manager Service Level Commitment ("SLC") for our platform (web site creation and management) includes Blackboard Web Community Manager's ASP/Hosting Service and Technical Support. It does not include any portion of the public Internet or the customer's network and hardware. **These terms are subject to change by Blackboard from time to time, with or without notice to you, and any such change shall be effective upon posting.**

Definitions

For the purpose of defining the meaning of key terms used in this SLC, the following definitions are provided.

Availability: The ability to login to the website. If a login fails for reasons other than user error or omission or public network issues, then the system is deemed unavailable.

Infrastructure: The network, including network software, hardware, operating system, and web-server tiers of a system. Our infrastructure is such that we have all our servers collocated externally with 3rd party industry leading providers that guarantee network and power high-availability and confirm to Blackboard on an annual basis that they are in compliance with security safeguards and requirements.

Network: Blackboard Web Community Manager's network starts and ends with the demarcation point at which Web Community Manager's network traffic is handed off to our upstream transit vendor. All public networks (Internet) and your internal networks are not included in this SLC.

Technical Support

Technical Support is available to authorized support contacts. They can reach support via:

- **Behind the Blackboard portal:** (<https://behind.blackboard.com>)
- **Phone:** (855) 742-5952
- **Email:** wcm-support@blackboard.com

Availability

End-user technical support is available 8am ET – 8pm ET, Monday-Friday (excluding national US holidays).

Emergency Support

To the extent described below, emergency support is available 24/7x365 by calling:

- **Phone:** (855) 742-5952

A Blackboard representative will normally be available to Client's call, or retrieve Client's voicemail, and will subsequently contact the Blackboard technical support person on call. A Response will normally be provided within a targeted maximum of one hour. Resolution may take longer depending upon the nature of the issue.

Emergency support is limited to investigation of technical issues, errors, or defects not caused by users or third-party hardware/software that materially limit the use of the Licensed Software and/or the Site. These issues include an Application Server being down and the inability to access the Site, Site Manager, or other Licensed Software, and inability to send notifications designated by Client as an Emergency.

Support Methodology

Scope of Support Client is eligible to receive support in English from the Company. The Company may make support available in other languages from time to time, subject to the language capabilities of its technical staff. Clients may request to be assigned to a Technical Support Manager who speaks their language. Where possible, the Company will attempt to provide this service. Clients accept that this may cause some delays while an available resource in their language is located, and thus may elect to have a faster response in English.

- Self Service - help is available on the following web resources in multiple languages
 - <http://behind.blackboard.com> – available in multiple languages
 - <https://help.blackboard.com> - available in multiple languages
 - <https://status.blackboard.com>
 - Blackboard Community - <https://community.blackboard.com/home>
- Web-based Self Service – Client is eligible to submit and add notes to cases as well as access documentation, release notes and knowledge resources.
- Case Communications by Email – After a case has been created either by telephone or web-based self-service, ongoing communication may take place by email, provided the Client does so by replying to emails coming from support@blackboard.com and do not alter the subject line.

Severity Levels & Target Response Times

Severity level may be changed by Support to align with criteria outlined.

- Severity Code 1: product is down and not functioning, the system is disabled, or non-responsive. Blackboard Web Community Manager's production system is not operational, or a substantial number of customers are experiencing severe operational impact threatening business productivity. No alternative is available. For example, the application is inaccessible, and users cannot enter or retrieve data.
- Severity Code 2: product is functioning, but major components are unavailable or unusable. The application is running but you may be unable to use significant portions of the software. Alternate methods may be available however a feature is not working as designed.
- Severity Code 3: product is operating close to normal; however minor components are functioning abnormally. Severity Code 3 errors include non-critical software errors, errors may be fixed in future software releases, including major releases, and patch releases.
- Severity Code 4: product is operating normally but you may need instructional assistance, or you are requesting functionality that is not currently included in the product.

Technical Support Response Times

- Severity Code 1 issues will be responded to within one (1) hour when submitted during business hours.
- Severity Code 2 issues will be responded to within four (4) hours when submitted during business hours.

- Severity Code 3 issues will be responded to within one (1) business day.
- Severity Code 4 requests will be responded to within one (1) business day.

Reporting an Issue

When submitting a case, Client should include steps to recreate the problem in a similar environment to assist Blackboard Support with case investigation. Client should follow these guidelines when submitting the Case:

- The Case form must be completely filled out. Blackboard may be unable to act upon any incident until all information reasonably requested has been received by Blackboard. All information so requested is critical in evaluating the issue. If the Case form does not have the required information requested, Blackboard will need to request the additional information, thereby delaying the process. If the additional information is not provided within nine (9) days, the request will be considered withdrawn, and the Case closed. Client may create a new case or reopen the request at a later date once Client is able to submit the requested information.
- Client must designate on the Case form the incident classification that is appropriate for Client's problem. Priority will be given to Severity Level 1 and Level 2 incident designations.
- Client must maintain necessary account(s) for Blackboard support to access the site.
- Client must provide via the Case form:
 - A full description of the problem
 - Problem URL
 - Operating System
 - Browser Type
 - Sample of output showing the problem
 - Steps to reproduce the problem, and SSO login if needed
 - Expected results
 - A copy of the input transaction that caused the problem
 - Any screenshots or video documentation to assist in efficient troubleshooting

Client Escalation

Please refer to the [Escalation Procedures](#) link on the Behind the Blackboard Home page found at behind.blackboard.com.

Authentication

LDAP

Blackboard Web Community Manager supports Secure LDAP over Port 636 or 3269 from the following service formats: Microsoft Active Directory LDAP, Novell LDAP, and Open LDAP (default). The connection must be established using a Fully Qualified Domain Name (not IP address) and FQDN should resolve publicly.

WCM requires the LDAP server's security certificate to be from a trusted issuer, be within its valid date range, and either the certificate "Subject" or "Subject Alternative Name" must match the FQDN used in the connection. WCM servers automatically trusts all major online certificate providers. If an internal

Certification Authority must be used instead, then the issuer's chain of trust must be delivered to Blackboard for installation throughout the cluster. Any change to or expiration of any certificate in that chain invalidates trust, so we recommend minimizing the number of authorities in the chain, using multi-year certificates for the issuers, and establishing concurrent renewal dates to minimize or eliminate downtime.

Blackboard does not provide Root Cause analysis for authentication issues due to client-side changes.

SAML

Blackboard WCM Supports SAML 2.0 with Microsoft Active Directory Federated Services 2.0-5.0 as the identity provider. As SAML establishes domain-to-domain trust, SAML should not be configured until the site is on its public domain. On initial setup, WCM Support will provide a certificate which must be installed on the identity provider and used during assertion signing. One month prior to this certificate expiring, Blackboard will provide a new certificate and guidance on updating the certificate. Root cause analysis for authentication issues on the client side is limited to processes surrounding the WCM-Supplied signing certificate.

At this time, authentication via Azure is not supported.

SAML 2.0 includes optional provisions for configuration sharing via metadata. WCM does not make use of metadata, nor does it produce its own.

Exclusions to Support Policies

The Product support services described in this document apply only when the Product is installed locally at the applicable Client's site or hosted by the Company on behalf of the Client.

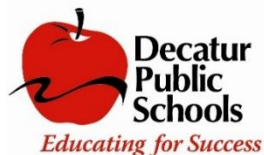
Support services do not include the following areas:

- Improper usage of the Product such as:
 - Large video delivery not using streaming media service
 - Distribution or collection of personally identifiable information (PII) via unsecure means
- Customizations made to templates outside of the offered options
- Querying of SIS or Staff Management files
- Extending any in-product report with customized, additional information
 - Non-supported 3rd party tools implemented to work with Product (except those where a support partnership exists)
 - Issues arising with Products hosted by a third party, unless agreed upon in writing in advance by the Company (where such permission has been granted, issues arising as a result of the third party which would not have occurred with a Company-hosted instance of the Product are excluded)
- Root Cause analysis for authentication issues due to client-side changes
 - Modify login page messages (can be accomplished via Creative services)
 - Modify 404 error messages as well as other system-generated messages

Blackboard®

Blackboard.com

Copyright © 2020. Blackboard Inc. All rights reserved. Blackboard, the Blackboard logo, BbWorld, Blackboard Learn, Blackboard Transact, Blackboard Connect, Blackboard Mobile, Blackboard Collaborate, Blackboard Analytics, Blackboard Engage, Edline, the Edline logo, the Blackboard Outcomes System, Behind the Blackboard, and Connect-ED are trademarks or registered trademarks of Blackboard Inc. or its subsidiaries in the United States and/or other countries. Blackboard products and services may be covered by one or more of the following U.S. Patents: 8,265,968, 7,493,396; 7,558,853; 6,816,878; 8,150,92



Board of Education Decatur Public School District #61

Date: September 28, 2021	Subject: Johns Hill Landscaping Bids (Reject and Rebid)
Initiated By: Todd Covault, EdD, Chief Operational Officer	Attachments: Good Faith Effort Evaluation (GFE) Committee Evaluation for Minority Business Enterprise (MBE) Goals
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

As the new Johns Hill construction nears completion, the exterior property is being prepared for grass seeding and additional landscaping.

CURRENT CONSIDERATIONS:

A landscaping committee representing Johns Hill staff assisted with the design of various trees and bushes to add final details to the property. Formal bids were obtained. Unfortunately, the bidders did not adequately conform to Board policy 4:61 Business and Workforce Minority Participation.

FINANCIAL CONSIDERATIONS:

There are no financial considerations at this time.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education **REJECT** all bids for the Johns Hill landscaping project due to non-conformity of the respective bidders to the Business and Workforce Minority Participation policy and **REBID** the project.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

Decatur Public School District #61

Johns Hill Magnet School Landscaping Project

Good Faith Effort Evaluation (GFE) Committee Evaluation for Minority Business Enterprise (MBE) Goals

Period of GFE Review: September 14, 2021—September 20, 2021

Date of GFE Committee FINAL Recommendation: September 21, 2021

Good Faith Effort Committee Recommendation

The recommendation is that the bid from Illinois Forest Products (IFP) not be accepted because the bidder is a non-responsive bidder. A Responsive Bidder is defined in Section 00 3102 Minority Business Enterprise Utilization, Section 1.5 Sub-Section M.

IFP did not provide good faith effort documentation that suggested or proved several days prior to bid opening they had contacted minority business enterprises they knew or were provided in Section 00 3102, sub section 1.10 Minority Business Enterprise Contacts, to solicit their interest in this project.

IFP did not contact the two landscaping minority business enterprises listed in Section 00 3102, sub section 1.10 Minority Business Enterprise Contacts to solicit their interest in this project.

Referring again to Section 00 3102, Section 1.5, Sub-Section M, reviewing the List of Examples that lead to being determined a non-responsive bidder:

Sub-Section M, 1.f: Failure to use good faith efforts to achieve DPS 61 MBE goals identified by the Board of Education Policy 4:61.

Sub-Section M, 1.g: Rejection of a request for a waiver or reduction in MBE goals where the contractor has not determined to DPS 61 that there has been made a good faith to comply with the goals for participation by minority owned business enterprises.

Background

Illinois Forest Products Co. (IFP) was the apparent low bidder of two bids submitted for Johns Hill Magnet School Landscaping project on Tuesday, September 14. The second bidder had an error in their original bid submission and upon re-submission their price was almost double IFP.

Analysis of Good Faith Effort Documentation

IFP provided two documents (attached) as evidence of their good faith efforts. The **first** document, authored by IFP president Kevin Massie, seeks to assure DPS #61 that **post-bid** it “will work diligently to ensure compliance of Decatur Public School District 61 MBE goals”. There was no statement or discussion on efforts prior to bid submittal to meet minority business enterprise goals. A clear expectation that efforts to seek minority business enterprise utilization was stated in Procurement and Contract Requirements Section 00 3102, specifically sub sections 1.8 Utilization Plan, 1.9 Good Faith Efforts and 1.10 Minority Business Enterprise Contacts.

The **second** document, authored by Angelica Garcia Project Manager, is in the form of an email reply to Fred Coleman, MBE consultant. The original email sent to Ms. Garcia was a request to supply additional GFE documentation if available. In Ms. Garcia’s reply, IFP stated they contacted, **post bid** their suppliers to determine if they were MBE certified and found none were. They also stated they had contacted **post bid** one of two MBE certified landscape companies in the list provided in sub-section 1.10 Minority Business Enterprise Contacts. The purpose of the contact was to determine if the MBE would be interested in assisting in the “maintenance portion of the project”. The maintenance portion of the project is unclear, since on-going maintenance of landscape project is not part of the bid project in question.

End of Good Faith Effort Recommendation



September 21, 2021

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

RE: Minority Business Enterprise (MBE) Goal Achievement—Johns Hill Magnet School
Landscaping Project Bid on September 14, 2021

Dear Dr. Covault,

During the September 14 bid opening and subsequent MBE bid scrub, the apparent low bidder Illinois Forest Products Co. (IFP) was determined by the Decatur Public Schools District Good Faith Effort (GFE) Committee to be a non-responsive bidder. This determination resulted from the review of their good faith effort documentation where no effort was found in regard to meeting (or request a waiver of) the district's fifteen (15%) minority business enterprise goal prior to bid submittal.

All Decatur Public School District construction bid documents clearly express and emphasize the need to demonstrate an effort to comply with or request a waiver of minority business enterprise goals through documentation of effort to solicit minority business enterprise utilization. If no utilization is secured, then a waiver request is feasible with documentation of good faith effort in the weeks and days leading up to the bid due date. Given no documentation of effort prior to bid submittal the GFE Committee only had the option to declare IFP a non-responsive bidder and therefore disqualified bidder.

The next low bidder sustained a material deficiency in their bid. This material deficiency was the submission of an error in the proposed dollar value of the bid which would have placed the bidder and Decatur Public School District at risk for the successful execution of subject project.

Given there were only two bidders and neither is responsive or responsible bidders the district is possibly forced to re-bid this project as soon as possible.

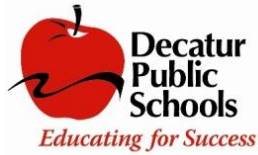


Respectfully,

A handwritten signature in blue ink, which appears to read 'Fred Coleman III', followed by a large, stylized flourish.

Fred Coleman III, Ph.D.

MBE Consultant to DPS #61



Board of Education Decatur Public School District #61

Date: September 28, 2021	Subject: Approve Asphalt Parking Lot Change Request for Johns Hill Magnet School
Initiated By: Todd Covault, Chief Operational Officer	Attachments: Johns Hill Magnet School Asphalt Parking Lot Change Request
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

Administration previously agreed to submit any project changes that exceed \$25,000 for Board approval. In order to continue with the project timeline, and not slow down the project, the work for this change order was previously approved.

CURRENT CONSIDERATIONS:

The Board previously bid all sub-contracts associated with the Johns Hill project and assigned the contracts to O'Shea the Construction Manager At-Risk. This project included connecting Jasper Street to Maffit Street through the Jasper parking lot at the east side of the building. This parking lot will sustain bus traffic; however, the depth of the asphalt was not designed to support the weight of buses.

In order support the bus traffic through the Jasper parking lot, the current parking lot must be dug out in the center, and backfilled with rock to appropriately support the bus weight and traffic.

FINANCIAL CONSIDERATIONS:

The cost of this change is \$63,330.56, would be assigned to O'Shea as Construction Manager, and would be paid from the Capital Projects Fund 60.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education retroactively approve the Change Request for the Johns Hill Site Work associated with the updated improvements to the Jasper parking lot in the amount of \$63,330.56 as presented.

RECOMMENDED ACTION:

☒ Approval
☐ Information
☐ Discussion

BOARD ACTION: _____

HEADQUARTERS

3401 Constitution Drive
Springfield, IL 62711
217.522.2826 PH
888.930.2009 FAX
www.osheabuilders.com

CHAMPAIGN OFFICE

502 W. Clark Street
Champaign, IL 61820
217.281.3601 PH
888.930.2009 FAX

PEORIA OFFICE

2400 N. Main St., Suite G
East Peoria, IL 61611
309.740.3430 PH
888.930.2009 FAX

CHANGE ORDER**CO #****8**

8/25/21

ATTENTION

Decatur Public School Dist 61
101 West Cerro Gordo Street
Decatur, IL 62521

PROJECT

6594 / DPS Johns Hill School CM
1025 E Johns Ave.
Decatur, IL 62521

RFP 057 Heavy Duty Pavement

CHANGE REQ NUMBER	DESCRIPTION	DAYS	AMOUNT
1133	RFP 057 Heavy Duty Pavement	0	63,330.56

Provide a cost for the work indicated below:

1. Provide heavy duty pavement in the drive lane of the Jasper St parking lot as indicated on attached drawing.

This Change Order Is Based On Previously Approved Change Request Proposals

The original contract scope, time and /or amount has been revised per the terms of the original contract.
Change Request Proposals above have already been approved and executed by both parties.

CONTRACT SUMMARY	DAYS	COMP. DATE	AMOUNT
ORIGINAL CONTRACT / GMP		6/1/21	28,115,384.00
NET CHANGE BY PREVIOUSLY AUTHORIZED CHANGE ORDERS	0		678,350.93
CONTRACT / GMP PRIOR TO THIS CHANGE		06/01/2021	28,793,734.93
THIS CHANGE ORDER	0		63,330.56
NEW CONTRACT / GMP AMOUNT & COMPLETION		06/01/2021	28,857,065.49

APPROVALS

BLDD Architects	Decatur Public School Dist 61	Harold O'Shea Builders
PRINT NAME / SIGNATURE / DATE	PRINT NAME / SIGNATURE / DATE	PRINT NAME / SIGNATURE / DATE

Request for Proposal

OWNER: Decatur Public Schools
101 West Cerro Gordo Street
Decatur, IL 62523

RFP NUMBER: 057

DATE: 8/10/2021

CONTRACTOR: O'Shea Builders
3401 Constitution Drive
Springfield, IL 62711

CONTRACT DATE: 03/25/2020

CONTRACT: All Work

PROJECT: New Johns Hill Magnet School

BLDD PROJECT: 186EX16.400

Please submit an itemized proposal for changes in the Contract Sum and/or Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within **7** calendar days or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

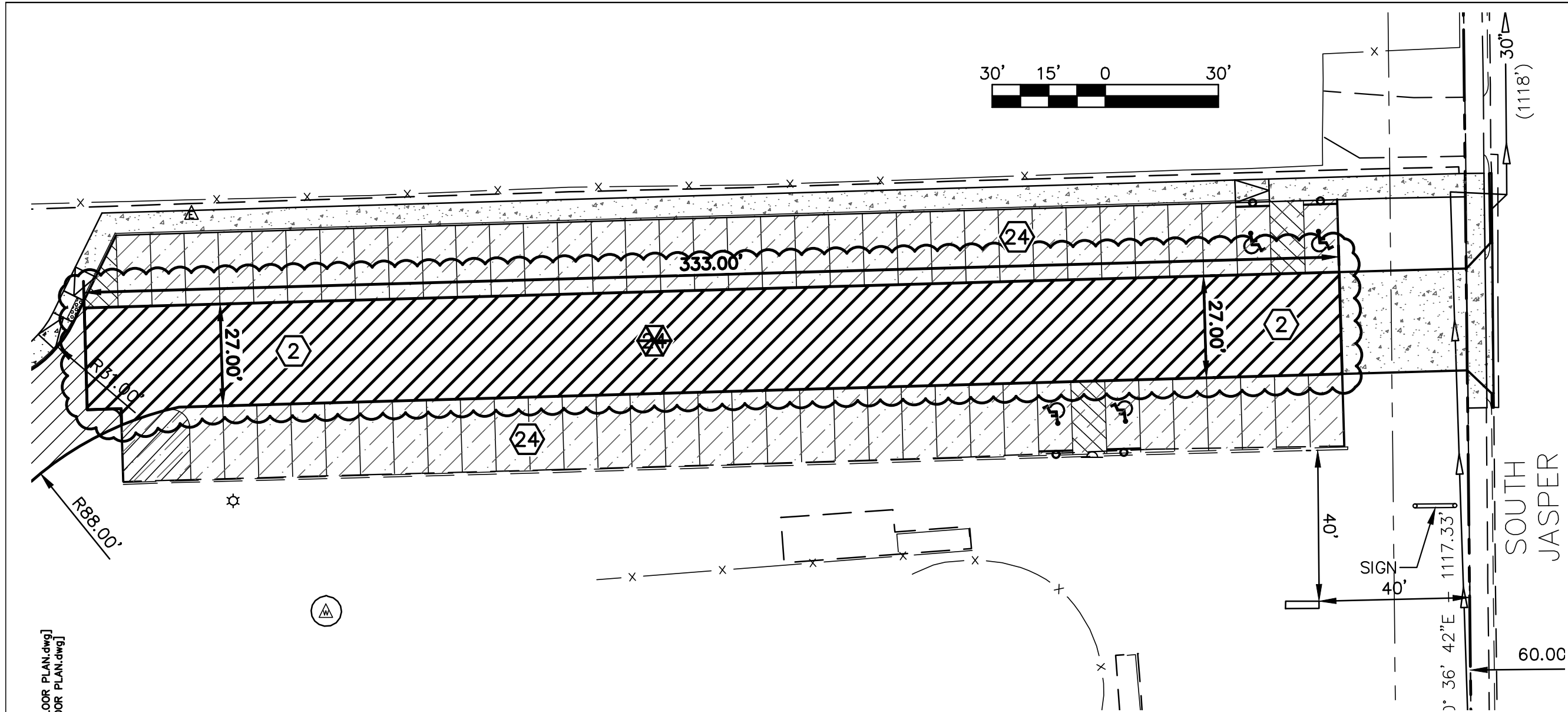
DESCRIPTION:

- Provide a cost for the work indicated below:
 - 1. Provide heavy duty pavement in the drive lane of the Jasper St parking lot as indicated on attached drawing.


Attachment: C104

BY:
(Signature)





24 - MILL IN PLACE EXISTING PAVEMENT (PULVERIZE) SHAPE AND COMPACT BITUMINOUS TACK COAT
HOT MIX ASPHALT BINDER COURSE, 1-1/2"
HOT MIX ASPHALT SURFACE COURSE, 1-1/2"

2 - HEAVY DUTY PAVEMENT: 
HOT MIX ASPHALT BINDER COURSE, 6"
HOT MIX ASPHALT SURFACE COURSE, 4"
OR
AGGREGATE BASE COURSE, TY. B, 4"
PORTLAND CEMENT CONCRETE PAVEMENT, 7"

NOTES: OMIT SECTION #24 AND PROVIDE SECTION #2 WITH THE DRIVE LANE OF THE SOUTHEAST PARKING LOT.

CORE EXISTING PARKING LOT AS NECESSARY TO PROVIDE HEAVY DUTY PAVEMENT SECTION.

MARTIN ENGINEERING COMPANY of Illinois

CONSULTING ENGINEERS/LAND SURVEYORS
(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)
3695 SOUTH 6TH STREET FRONTAGE ROAD WEST,
SPRINGFIELD, ILLINOIS 62703
Phone : (217) 698-8900, Fax : (217) 698-8922, E-Mail :
mecmail@martinengineeringco.com

NOTE: CONTRACTOR SHALL OBTAIN AND VERIFY ALL DIMENSIONS AND CONDITIONS AT JOB SITE AND BE FULLY RESPONSIBLE FOR SAME.

G:\jobs\2019\19112\BUS STAGING\C-SITE-BUS.dwg, SOUTHEAST PARKING LOT

date 08/10/2021
revised
MEC NO. 19112
drawn by CKW
checked by

BLDD
ARCHITECTS

Design Firm
Registration
#184-000723

COPYRIGHT 2018 BY BLDD ARCHITECTS, INC.
All rights reserved. No part of this document may be reproduced or
transmitted in any form or by any means, electronic or mechanical,
including photocopying, recording, or by any information storage and
retrieval system, without the written permission of the author or owner,
whereby permission is hereby granted.

BUS LANE, SOUTHEAST PARKING LOT - SITE PLAN

NEW JOHNS HILL MAGNET SCHOOL
DECATUR PUBLIC SCHOOL DISTRICT #61
1025 E JOHNS AVE
DECATUR, IL 62521

sheet

C104

project 00000.000

"RFP -057"

O'Shea Builders - Site Prep

Project: 6799 / DPS Johns Hill Site Prep
1025 E Johns Ave.
Decatur Public Schools
Decatur, IL 62521

08/16/2021

Customer: Decatur Public School Dist 61

Description: RFP 057 Heavy Duty Pavement
Status: P

Notice to Proceed

Submitted date:
Received date:
Rough order of magnitude: 0.00

Quotation

Submitted date: 08/23/21
Due date:
Submitted amount: 61,337.10
Requested days delay: 0

Scope of Work

Provide a cost for the work indicated below:

1. Provide heavy duty pavement in the drive lane of the Jasper St parking lot as indicated on attached drawing.

Dunn Company:

ALTERNATE A-9 ASPHALT PAVING EAST PARKING LOT: Mill 3" Of Existing Lot And Install 3" (2 -1.5" Lifts) Compacted Hot Mix Asphalt Over Prepared Area. Stripe For Parking And Install Handicap Posts And Signage.

ALTERNATE A-9 ASPHALT PAVING EAST PARKING LOT: Mill Off 10" Of Existing And Install 6" Binder And 4" Surface. Stripe For Parking And Install Handicap Posts And Signage.

Subcontractor Pricing

Phase Code / Description		Cost Type	Amount
02760-1000-1	Dunn Company: Traffic Lines/Marking Sub	S	55,761.00
Subcontractor Pricing Total:			55,761.00
Subtotal:			55,761.00
Overhead & Profit			5,576.10
Total Price for CR 1010			61,337.10

Lyndsee Burtle

From: Matt Allen
Sent: Monday, August 23, 2021 8:49 AM
To: Lyndsee Burtle
Cc: Brad Hemstreet
Subject: DPS John's Hill - RFP 057
Attachments: Johns Hill 057.pdf

Good monring Lyndsee,
Here's our pricing for RFP 057 – Heavy Duty Asphalt. Let me know if you need anything else.
Thank you,

	CRP 1010	RFP 057 Heavy Duty Pavement off Jasper							CO Subtotal:	Current Totals:
027601000-1	Flexible Pavement Sub	Bituminous Concrete Paving	1 ls	0	\$ -	\$ -	\$ -	\$ -	\$ 55,761.00	\$ 394,784.00
					\$ -	\$ -	\$ -	\$ -	\$ 55,761.00	
									\$ 5,576.10	10%
									\$ 61,337.10	



Matthew Allen Civil Division Manager



P 217.210.4441 | C 217.201.3588 | osheabuilders.com



PAVING • MILLING • STABILIZATION

724 NORTH MERCER STREET - DECATUR, IL 62522-1699 - PHONE 217-429-4444 - FAX 217-429-7917

To: O'Shea, Harold Builders	Contact: Matt Allen
Address: 3401 Constitution Drive Springfield, IL 62711	Phone: (217) 522-2826 Fax: 1-888-930-2009
Project Name: Johns Hill Elementary School REVISED RFP 057	Bid Number: 2006514
Project Location:	Bid Date: 8/20/2021

Item #	Item Description	Estimated Quantity	Unit
--------	------------------	--------------------	------

4: Alternate A-9 East Parking Lot

6210.1	ALTERNATE A-9 ASPHALT PAVING EAST PARKING LOT: Mill 3" Of Existing Lot And Install 3" (2 - 1.5" Lifts) Compacted Hot Mix Asphalt Over Prepared Area. Stripe For Parking And Install Handicap Posts And Signage.	1,385.00	SY
6210	ALTERNATE A-9 ASPHALT PAVING EAST PARKING LOT: Mill Off 10" Of Existing And Install 6" Binder And 4" Surface. Stripe For Parking And Install Handicap Posts And Signage.	1,000.00	SY

Total Price for above 4: Alternate A-9 East Parking Lot Items: \$123,972.00

Original A-9 Bid (\$68,211.00) plus additional HD Asphalt (\$55,761.00)

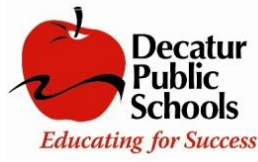
Notes:

- PRICING IS ESTIMATED FOR THE 2020 CONSTRUCTION SEASON AND IS VALID FOR 30 DAYS ONLY. DUE TO THE VOLATILITY IN THE OIL INDUSTRY ALL PRICING IS SUBJECT TO REVIEW PRIOR TO ACCEPTANCE.
- NOTE: Any additional insurance premium incurred to provide an Additional Insured or Owners and Contractors protective policy will be added to the above quoted price for the actual expense incurred to provide this additional coverage.

Payment Terms:

Payment is due thirty (30) days from invoice date. In the event said payment is not made by the due date, 1.5% interest per month will be charged from the date work was completed until the date payment is received. If legal proceedings are commenced to collect any overdue invoice, Customer expressly agrees to pay all of Dunn Company's attorney fees and related costs incurred in connection therewith.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Dunn Company Authorized Signature: _____ Estimator: Darin Lippolt (217) 429-4444 lippoltd@dunnco.com
---	---



Board of Education Decatur Public School District #61

Date: September 28, 2021	Subject: Approve Change Request for Montessori Academy for Peace Site Improvements
Initiated By: Todd Covault, Chief Operational Officer	Attachments: Montessori Academy for Peace Change Request
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

In May of 2021, the Board approved the low bid for Montessori site improvements to A&R Mechanical Services for \$278,375. The bid law allows the District to approve changes to the project that do not exceed 10% of the original bid.

CURRENT CONSIDERATIONS:

The original scope of the Montessori project was previously updated to include the broken asphalt and associated improved drainage at the front entrance. This change increased the cost of the project by \$23,894.61.

During the replacement of this asphalt, unsuitable soils were discovered which needed to be excavated and replaced with rock. This unforeseen change added \$9,187.49 to the project causing the total changes to the original bid to exceed the 10% limitation of the bid law. Due to the unforeseen finding of unsuitable soils, the need to replace the excavated soils meets the requirements of an “emergency.” The Board is allowed to approve an emergency expense by 3/4th vote of the members of the board.

FINANCIAL CONSIDERATIONS:

The overall increased cost to the project is \$33,082.10 and would be paid from the Capital Projects Fund 60.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education retroactively approve the Change Request associated with the additional Montessori Academy for Peace Site Work at the front entrance including the excavation of unsuitable soils in an amount of \$33,082.10 as presented.

RECOMMENDED ACTION:

☒ Approval
☐ Information
☐ Discussion

BOARD ACTION: _____

Change Order**OWNER:** Decatur Public School District #61
101 W. Cerro Gordo Street
Decatur, IL 62523**CO NUMBER:** 002**DATE:** 9/21/2021**CONTRACTOR:** A&R Mechanical Services, Inc.
711 Kettering Park Drive
PO Box 787
Urbana, IL 61801**CONTRACT DATE:** 4/14/2021**CONTRACT:** All Work**PROJECT:** Bid Package C
Montessori Site Work
Decatur Public School District #61**BLDD PROJECT:** 186EX16.400A**THE CONTRACT IS CHANGED AS FOLLOWS:**

Removal of bad subgrade, haul off and install new soil per attached A&R COR dated 8/10-8/12	\$9,187.49
---	------------

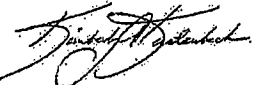
TOTAL NET AMOUNT OF THIS CHANGE ORDER:	ADD	\$9,187.49
---	------------	-------------------

Original Contract Sum:	\$	278,375.00
Net change by previously authorized Change Orders:	\$	23,894.61
Contract Sum prior to this Change Order:	\$	302,269.61
Contract Sum will be increased by:	\$	9,187.49
Revised Contract Sum including this Change Order:	\$	311,457.10

Contract Time will be **unchanged** by **zero** days.

The date of Substantial Completion as of the date of this Change Order shall be:

08/06/21

NOT VALID UNTIL SIGNED BY THE ARCHITECT, OWNER AND CONTRACTOR**ARCHITECT****OWNER****CONTRACTOR**By: 
(Signature)By: _____
(Signature)By: _____
(Signature)

Date: 9/21/2021

Date: _____

Date: _____

A&R

21058

Date: 8/10-8/12
Description: Remove bad subgrade, haul off, install new
COR/CE#:

Item	Description	Units	Quantity	Unit Cost	Total
MATERIALS:					
	CA 6 haul in & dump fees	LS	1	\$1,938.33	\$ 1,938.33
		LS		\$	-
		LS		\$	-
		LS		\$	-
		LS		\$	-
		LS		\$	-
Subtotal Materials Add					\$ 1,938.33

LABOR ADD:					
Anterio Sims	LABORER FOREMAN	HR	16	\$ 79.50	\$ 1,272.00
Carmen Sims	LABORER	HR	8	\$ 66.73	\$ 533.84
Bob Purcell	LABORER FOREMAN	HR	2	\$ 79.50	\$ 159.00
Shane Diskin	OPERATOR	HR	2.5	\$ 74.58	\$ 186.45
	OPERATOR OVERTIME	HR	1	\$ 97.48	\$ 97.48
Bo Bohlen	OPERATOR	HR	21	\$ 74.58	\$ 1,566.18
	OPERATOR OVERTIME	HR	1	\$ 97.48	\$ 97.48
Greg Ozier	OPERATOR	HR	2	\$ 74.58	\$ 149.16
Wade Painter	SUPERINTENDENT EXCAVATION	HR	2	\$ 93.16	\$ 186.32
Justin Weidner	PROJECT MANAGER	HR	2	\$ 125.00	\$ 250.00
		HR		\$ -	\$ -
		HR		\$ -	\$ -
		HR		\$ -	\$ -
		HR		\$ -	\$ -
		HR		\$ -	\$ -
		HR		\$ -	\$ -
		HR		\$ -	\$ -
Subtotal Labor Add					\$ 4,972.41

EQUIPMENT:					
	CAT 420	HR	8	\$ 45.00	\$ 360.00
	2 TON	HR	8	\$ 20.00	\$ 160.00
	10 TON TRAILER	HR	8	\$ 6.00	\$ 48.00
	ROLLER	HR	16	\$ 25.00	\$ 400.00
	1 TON	HR	5	\$ 12.00	\$ 60.00
	SMALL TOOLS	HR	16	\$ 12.00	\$ 192.00
Subtotal Equipment Add					\$ 1,220.00

MATERIALS, LABOR & MATERIAL		\$ 7,656.24
Overhead @15%		\$ 1,148.44
Profit @5%		\$ 382.81
		\$ 9,187.49

SUBCONTRACTOR:					
	LS				\$0.00
	LS				\$0.00
	LS				\$0.00
	LS				\$0.00
	LS				\$0.00
Contractor's Markup (5%)					\$ -
SUBCONTRACTOR					\$0.00

GRAND TOTAL \$9,187.49

TOTAL PROPOSAL \$9,187.49

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

DATE/TIME: September 14, 2021

4:00 PM

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

PRESENT: Dan Oakes, President
Alana Banks (arrived at 4:07 PM)
Jason Dion
Al Scheider

Andrew Taylor, Vice President
Kevin Collins-Brown
Regan Lewis (Audio)

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

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

TOPIC	DISCUSSION	ACTION
Call for Closed Executive Session	President Oakes called the meeting to order and moved into Closed Executive Session to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body, and discussion of collective negotiating matters between the Board and representatives of its employees, seconded by Vice President Taylor.	Board moved to Closed Executive Session at 4:00 PM.
	Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Lewis (audio), Oakes, Dion, Taylor, Scheider, Collins-Brown Nay: None Absent: Banks (4:07 PM) Roll Call Vote: 6 Aye, 0 Nay, 1 Absent	
	Please note: Board Member Lewis joined Closed Executive Session via audio.	
Return to Open Session	President Oakes motioned to return to Open Session, seconded by Ms. Banks. All were in favor.	Returned to Open Session at 5:54 PM.
Open Session Continued	President Oakes noted that the Board of Education had been in Closed Executive Session to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body, and discussion of collective negotiating matters between the Board and representatives of its employees. No action was taken during Closed Executive Session.	Information only.
	Please note: Board Member Lewis joined Open Session in-person.	
Pledge of Allegiance	President Oakes led the Pledge of 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 in-person meeting was not practical or prudent because of COVID 19."	

TOPIC	DISCUSSION	ACTION
	Please note: The Board of Education had returned to “in-person” Board meetings while following the CDC guidelines regarding mask requirements and social distancing.	
Student Ambassadors	<p>President Oakes administered the “oath of office” to the four Student Ambassadors: Eisenhower High School – Elizabeth Palagi and Sciler Treacy MacArthur High School – Shakaria Selvy and Daniel Flores These students will serve as advocates for their student body for the 2021-2022 school year.</p>	
Approval of Agenda, September 14, 2021	<p>Interim Superintendent Williams recommended the Board approve the September 14, 2021 Open Session Board Meeting Agenda as presented.</p> <p>Ms. Banks moved to approve the recommendation, seconded by Mr. Dion. All were in favor.</p>	<p>Agenda was approved as presented.</p>
Public Participation	<p>President Oakes noted that during Public Participation, the Board of Education asked for the following:</p> <ul style="list-style-type: none"> • Identify oneself and be brief. • Any public comments received will be read during this time. • Comments should be limited to 3 minutes. <p>For our listening audience, please note that during any Board of Education meeting and public participation, Board Members do NOT respond and/or comment to public comments. Furthermore, the Board refrains from referring to specific students or staff members by name, and requests that public commenters refrain from doing so as well. The request that you omit names was made to protect you from allegations of libel or slander or from violations of the Illinois School Student Records Act. It was not intended to shield an employee from criticism.</p> <p>Tiasha Dady, DPS Parent, spoke to the Board regarding President Oakes as the spokesperson for the Board of Education. She pointed out an email from President Oakes and Denise Swarthout, Chief Communications Officer, which was part of a FOIA request response to WAND-TV from District 61; she asked President Oakes to resign. She noted her previous conversation with Interim Superintendent Williams and stated that she had not reviewed the situation at South Shores and was not able to give her any information at that time. She noted her previous conversation with Lawrence Trimble, Director of Student Services. She informed him that she plans to file a complaint against Ms. Williams. She felt as if there was protection of administration and that WAND-TV did not get the email that she handed out.</p> <p>Leara Evans, Concerned Community Citizens, spoke to the Board regarding the procedure used to contact community members and others for the focus group meetings with HYA; she felt it was flawed. There newly formed group contacted HYA for a meeting.</p>	Information only.

TOPIC	DISCUSSION	ACTION
	She noted that the email that was handed out by Tiasa Dady was not in the FOIA response to WAND-TV; she has asked for WAND-TV management to respond and possible resignations. She demanded an explanation and asked the Board of Education to do right by the students and staff.	
District Highlight-Special Recognition	Jeff Dase, Assistant Superintendent of P12 Teaching and Learning, shared information and a video regarding the “One Book, One Quarter” project. The purpose of this initiative was to increase and build the courage of reading; students get better at reading by reading more; reading is the foundation for success.	Information only.
Board Discussion HYA	<p>Dr. Connie Collins, HYA Representative, presented information regarding the “Leadership Profile Report” (see attached). To summarize, the top ten (10) desired characteristics of the next superintendent were as follows:</p> <ol style="list-style-type: none"> 1. Demonstrated successful experience in racially diverse, highly engaged communities. 2. Commitment to DPS for the LONG TERM and not just “three and out.” 3. Demonstrates empathy, compassion, kindness and caring for district students, staff, and the community. 4. Integrity, honesty, and transparency. 5. Courageous, confident, thick-skinned, yet humble. 6. Authentically collaborates and engages all voices. 7. Visible, approachable, and relatable through involvement and being an active presence in schools and an <i>immersive</i> presence in the community. 8. A unifier who builds strong culture of respect and trust with a positive voice and presence. 9. Exceptionally skilled at working with school boards as a team member and at ensuring all board members understand and practice effective governance and leadership. 10. An extraordinary communicator who understands and has demonstrated how to communicate with and listen to an array of stakeholders. <p>HYA does not select the superintendent. The Board of Education selects and hires the superintendent of schools.</p> <p>The next steps with the superintendent search were as follows:</p> <ul style="list-style-type: none"> • HYA will use the results of the Engagement Phase to recruit applicants and prepare interview questions. <ul style="list-style-type: none"> ○ A possible slate of six candidates will be presented to the Board of Education. The Board will then narrow this down, after interviews, to two (2) or three (3) candidates and continue with the process. • HYA will complete the formal written Leadership Profile Report. • HYA will recruit applicants, process applications, conduct screening interviews, and reference checking. • HYA will present the slate in early November. • Staff will schedule interviews of semifinalist candidates with the Board. 	Information only.

TOPIC	DISCUSSION	ACTION
-------	------------	--------

- With staff support, Board will determine range of compensation package.
- Board will determine the process for handling finalists' interviews.

Again, this is a Board of Education decision.

Vice President Taylor asked if HYA provided a preferred rubric for the Board of Education during interviews. Dr. Collins replied that rubrics were not used for all districts; however, everything should be measured against the Leadership Profile Report.

Mr. Dion asked how candidates were searched. Dr. Collins replied that they review what the candidate had done previously and if he or she would bring the characteristics that Decatur was looking for in a superintendent. Again, the Board of Education would decide on the next superintendent.

Vice President Taylor asked for the survey data. Dr. Collins replied that once the final report was completed, the Board of Education would receive the comments.

Reports from Admins Transportation

Henry Walker, Director of Operations, presented and shared a transportation update. Information Nationally, there was still a driver shortage and currently, recruitment was not going only well. Once the vaccination mandate went into effect, the District lost a few drivers. The District was currently working with a significant shortage. Schools continue to send information to the Transportation Department as it relates to students who were actual bus riders this school year; however, this has not been a significant amount to reduce bus routes. The District currently has 74 routes, but can only run 59 (on average). Administration had also been focused on the new vaccination requirement and the effects it could possibly have with bus drivers and routes.

Administration continues to inform parents, as quickly as possible, of bus routes that would not be running through the parent portal and/or robo calls.

COVID-19

Kathy Horath and Angie Wetzel, COVID-19 Team, presented an update on COVID-19 (see attached) and discussed the following: Information only.

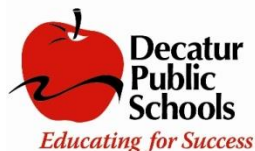
- Legality insight (Attorney Brian Braun);
- Macon County Health Department Revised Guidelines;
- Governors Executive Order; and
- Visitors, Volunteers, Events and Field Trips.

The extra duties relating to COVID put undue strain on principals, nurses, secretaries, teachers, etc. Unfortunately, until transmission numbers decline, the duties of preliminary contact tracing (finding seating charts, checking attendance records, asking questions, creating a list, etc.) consume hours of time, pulling staff away from regular job duties.

TOPIC	DISCUSSION	ACTION
	The COVID team is working on a job description for a team of school based contact tracers to assist schools in collecting this information. The positions would be temporary, and hours would be based on need; CARES funding will pay for these positions. A recommendation could be brought forth during the September 28, 2021 Board of Education meeting.	
	The Board of Education continued informational discussion with Attorney Brian Braun. The Health Department should be making the calls on quarantines.	
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. Vice President Taylor moved to approve the recommendation, seconded by Dr. Collins-Brown. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Banks, Dion, Collins-Brown, Oakes, Scheider, Taylor, Lewis Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent	Motion carried. Personnel Action Items were approved as presented.
MOU between DPS and DEA Proximity Learning	Interim Superintendent Williams recommended the Board approve the Memorandum of Understanding (MOU) between Decatur Public School District 61 (DPS) and the Decatur Education Association - Proximity Learning as presented. Dr. Collins-Brown moved to approve the recommendation, seconded by Mrs. Lewis. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Scheider, Oakes, Taylor, Dion, Collins-Brown, Banks, Lewis Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent	Motion carried. MOU between DPS 61 and DEA Proximity Learning was approved as presented.
Proximity Learning 2021-2022 Invoice for EHS Math Teacher	Interim Superintendent Williams recommended the Board approve the Proximity Learning 2021-2022 Invoice for Eisenhower High School Math Teacher as presented. Ms. Banks moved to approve the recommendation, seconded by Dr. Collins-Brown. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Collins-Brown, Taylor, Dion, Lewis, Oakes, Scheider, Banks Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent	Motion carried. Proximity Learning FY22 Invoice for EHS Math Teacher was approved as presented.
Food Service Agreement	Interim Superintendent Williams recommended the Board approve the Food Service Agreement as presented. Ms. Banks moved to approve the recommendation, seconded by Mr. Scheider. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Dion, Banks, Collins-Brown, Oakes, Lewis, Scheider, Taylor Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent	Motion carried. Food Service Agreement was approved as presented.

TOPIC	DISCUSSION	ACTION
City Land Acquisition	Interim Superintendent Williams recommended the Board approve the City Land Acquisition as presented. Ms. Banks moved to approve the recommendation, seconded by Mr. Scheider. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Lewis, Oakes, Banks, Dion, Collins-Brown, Taylor, Scheider Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent	Motion carried. City Land Acquisition was approved as presented.
ISBE Maintenance Grant Submission	Interim Superintendent Williams recommended the Board approve the ISBE Maintenance Grant Submission 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: Taylor, Lewis, Oakes, Collins-Brown, Banks, Dion, Scheider Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent	Motion carried. ISBE Maintenance Grant Submission was approved as presented.
BLDD Architecture Contracts for Design Development Projects	Interim Superintendent Williams recommended the Board approve the BLDD Architecture Contracts for design development of MacArthur Bleacher Project (2022), Replacement of School Facility Doors and Windows (2022-2024), and Hope Academy Secure Entryway (2022) as presented. Mr. Scheider moved to approve the recommendation, seconded by Vice President Taylor. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Oakes, Banks, Scheider, Lewis, Taylor, Collins-Brown, Dion Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent	Motion carried. MHS Bleachers 2022, Replace Doors and Windows 2022-2024, and Hope Secure Entryway 2022 were approved as presented.
Updated City of Decatur Scope of Work	Interim Superintendent Williams recommended the Board approve the Updated City of Decatur Scope of Work as presented. Ms. Banks moved to approve the recommendation, seconded by Dr. Collins-Brown. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Banks, Dion, Collins-Brown, Oakes, Scheider, Taylor, Lewis Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent	Motion carried. Updated City of Decatur Scope of Work was approved as presented.
Resurfacing of SDMS Track	Interim Superintendent Williams recommended the Board approve the Resurfacing of Stephen Decatur Middle School Track as presented. Mr. Scheider moved to approve the recommendation, seconded by Ms. Banks. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Scheider, Oakes, Taylor, Dion, Collins-Brown, Banks, Lewis Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent	Motion carried. Resurfacing of SDMS Track

TOPIC	DISCUSSION	ACTION
Consent Items	Interim Superintendent Williams recommended the Board approve the Consent Items as presented: A. Minutes: Open/Closed Session Meetings August 24, 2021 B. Freedom of Information Report C. Bills D. Learning Partner Contract for Dennis Lab School with Illinois Association of Regional School Superintendents (IARSS, ROE #39) E. Learning Partner Contract for Muffley Elementary with Houghton Mifflin Harcourt F. Purchase of iPad Chargers G. District Safety Hazards Annual Recertification and Serious Safety Hazard Finding Applications H. Job Description Update: Assistant Director of Finance, Grants and Special Projects Ms. Banks moved to approve the recommendation, seconded by Dr. Collins-Brown. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Lewis, Oakes, Banks, Dion, Collins-Brown, Taylor, Scheider Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent	Motion carried. Consent Items were approved as presented.
Announcements	The Board of Education and Administration sends condolences to the families of: Patricia Ann Shadwell, who passed away Tuesday, August 24, 2021. Mrs. Shadwell was a retired secretary from the Business Office in Decatur Public Schools. Y.T. Palmer, who passed away Friday, September 03, 2021. Mr. Palmer was the father of Dr. Priscilla Palmer, retiree of Decatur Public Schools.	Information only.
Important Dates	<u>September</u> 15 Early Release Day for Students First Quarter Distribution of One Book, One Quarter <u>October</u> 15 Due date for Immunizations and Physicals for the 2021-2022 School Year NEXT MEETING The public portion of the next <u>regular</u> meeting of the Board of Education will be at 6:30 PM, Tuesday, September 28, 2021 at the Keil Administration Building.	Information only.
Adjournment	Ms. Banks motioned to adjourn Open Session, seconded by Dr. Collins-Brown. All were in favor.	Board adjourned at 8:22 PM.



Board of Education Decatur Public School District 61

Date: September 28, 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-to-date revenues and expenditures and provides an explanation of the financial conditions of the Decatur Public School District and Macon-Piatt Special Education District.

CURRENT CONSIDERATIONS:

As the District completes August, the second month of FY22, the Macon-Piatt Special Education District has expended 5.97% of its overall budget; Decatur 61 has expended 12.36% of its overall budget.

As of September 22, 2021 the State Comptroller is holding FY22 ISBE vouchers in the amount of \$2,558,343 of which \$2,548,412 is associated with Evidence Based Funding.

The District's August 2021 month-end, Education Fund balance is \$27,570,457; the August 2020 month-end Education Fund balance was \$26,706,023.

FINANCIAL CONSIDERATIONS:

n/a

STAFF RECOMMENDATION:

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

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

2021-2022 Decatur Public S.D. #61
Fund Balance Summary - August 31, 2021

<u>Fund</u>	<u>Pre Audit Fund Balance 07/01/21</u>	<u>Revenues Year-to-Date</u>	<u>Expenditures Year-to-Date</u>	<u>Net Cash Flow</u>	<u>Change in Fund Balance</u>	<u>Balance 08/31/21</u>	<u>Budget Balance 06/30/22</u>
DISTRICT # 61							
Education	\$9,688,831	\$30,528,461	\$12,646,835	\$17,881,626	\$0	\$27,570,457	\$ 12,743,267
Operation & Maintenance	\$1,212,830	\$1,995,108	\$1,164,283	\$830,825	\$0	\$2,043,655	\$ 1,112,330
Debt Service	\$7,407,911	\$4,244,722	\$0	\$4,244,722	\$0	\$11,652,633	\$ 8,172,052
Transportation	\$3,928,749	\$1,558,044	\$256,956	\$1,301,088	\$0	\$5,229,837	\$ 2,036,909
IMRF	\$765,552	\$1,200,975	\$320,762	\$880,213	\$0	\$1,645,765	\$ 1,198,092
Social Security/Medicare	\$1,359,204	\$1,138,480	\$233,092	\$905,388	\$0	\$2,264,592	\$ 1,248,135
Capital Projects Fund	\$16,911,799	\$162	\$5,240,239	(\$5,240,077)	\$0	\$11,671,722	\$ 6,218,945
Working Cash	\$5,561,871	\$198,673	\$0	\$198,673	\$0	\$5,760,544	\$ 5,900,571
Tort Immunity/Judgment	\$3,720,380	\$1,910,608	\$254,709	\$1,655,899	(\$75,483)	\$5,300,796	\$ 4,210,443
Fire Prevention/Safety	\$13,819,980	\$198,578	\$4,144,532	(\$3,945,954)	\$0	\$9,874,026	\$ 1,241,905
<i>Totals District 61</i>	<i>\$64,377,107</i>	<i>\$42,973,811</i>	<i>\$24,261,408</i>	<i>\$18,712,403</i>	<i>(\$75,483)</i>	<i>\$83,014,027</i>	<i>\$44,082,649</i>
Macon-Piatt Special Ed District	\$5,181,615	\$965,688	\$1,089,644	(\$123,956)	\$0	\$5,057,659	\$ 5,181,615

Macon-Piatt Special Education District
Report Date: August 2021
Financial Condition as of August 31, 2021

Percent of year passed: 17%

	Revenues	Budget	Actual Year to Date	Percent Received/Used
12	Education	18,237,268	965,688	5.30%
	Operation &			
22	Maintenance	-	-	0.00%
42	Transportation	-	-	0.00%
52	IMRF	-	-	0.00%
	Total Revenues	<u>18,237,268</u>	<u>965,688</u>	<u>5.30%</u>

	Expenditures			
12	Education	16,585,642	1,024,602	6.18%
	Operation &			
22	Maintenance	356,320	2,515	0.71%
42	Transportation	21,750	832	3.83%
52	IMRF	1,273,556	61,695	4.84%
	Total Expenditures	<u>18,237,268</u>	<u>1,089,644</u>	<u>5.97%</u>

	Net Cash			
	Total Revenues	18,237,268	965,688	5.30%
	Total Expenditures	<u>18,237,268</u>	<u>1,089,644</u>	<u>5.97%</u>
	Net Cash	<u>-</u>	<u>(123,956)</u>	

	Fund Balances	Actual
12	Education	<u>5,057,659</u>

Decatur Public School District #61
Report Date: August 2021
Financial Condition as of August 31, 2021

Percent of year passed: 17%

Revenues		Tentative Budget	Actual Y-T-D	Percent Received/Used	FY 21 Percent Received/Used As Of 8/31/20
10	Education	144,998,774	30,528,461	21.05%	19.10%
20	Operation & Maintenance	6,768,000	1,995,108	29.48%	28.34%
30	Debt Service	8,129,229	4,244,722	52.22%	2.89%
40	Transportation	4,258,200	1,558,044	36.59%	32.60%
50	IMRF	2,889,915	1,200,975	41.56%	47.20%
51	Social Security	1,983,400	1,138,480	57.40%	54.48%
60	Capital Projects	3,132,714	162	0.01%	0.00%
70	Working Cash	338,700	198,673	58.66%	0.98%
80	Tort Immunity/Judgment	3,112,500	1,910,608	61.38%	54.92%
90	Fire Prevention/Safety	356,300	198,578	55.73%	39.19%
Total Revenues		175,967,732	42,973,811	24.42%	12.45%

Expenditures					
10	Education	141,944,338	12,646,835	8.91%	9.91%
20	Operation & Maintenance	6,868,500	1,164,283	16.95%	13.43%
30	Debt Service	7,365,088	-	0.00%	0.00%
40	Transportation	6,150,040	256,956	4.18%	20.66%
50	IMRF	2,457,375	320,762	13.05%	12.35%
51	Social Security	2,094,469	233,092	11.13%	8.58%
60	Capital Projects	13,825,568	5,240,239	37.90%	36.31%
70	Working Cash	-	-	0.00%	0.00%
80	Tort Immunity/Judgment	2,622,437	254,709	9.71%	18.68%
90	Fire Prevention/Safety	12,934,375	4,144,532	32.04%	1.83%
Total Expenditures		196,262,190	24,261,408	12.36%	7.96%

Net Cash				
Total Revenues		175,967,732	42,973,811	24.42%
Total Expenditures		196,262,190	24,261,408	12.36%
Net Cash		(20,294,458)	18,712,403	

Fund Balances		Actual
10	Education	27,570,457
20	Operation & Maintenance	2,043,655
30	Debt Service	11,652,633

40	Transportation	5,229,837
50	IMRF	1,645,765
51	Social Security/Medicare	2,264,592
60	Capital Projects	11,671,722
70	Working Cash	5,760,544
80	Tort Immunity/Judgment	5,340,937
90	Fire Prevention/Safety	9,874,026
	Total Funds	<u>83,054,168</u>



Board of Education Decatur Public School District #61

Date: September 28, 2021	Subject: Treasurer's Report
Initiated By: Todd Covault, Chief Operational Officer	Attachments: Treasurer's Report
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

The attached report details the District's investments and the status of the District's cash as of August 31, 2021.

CURRENT CONSIDERATIONS:

N/A

FINANCIAL CONSIDERATIONS:

N/A

STAFF RECOMMENDATION:

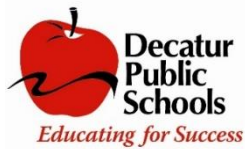
The Administration respectfully requests that the Board of Education approve the Treasurer's Report as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

DECATUR PUBLIC SCHOOL DISTRICT #61					
TREASURER'S REPORT					
AUGUST 2021					
	Cash/Investments				Cash/Investments
	as of				as of
	07/31/21	Receipts	Disbursements	Change/Interest	08/31/21
Education	16,397,253.58	19,724,369.38	8,027,669.61	332.52	28,094,285.87
Operations & Maintenance	2,603,452.02	100,888.52	661,485.88	21.03	2,042,875.69
Debt Service	10,957,528.17	695,105.00	0.00	76.34	11,652,709.51
Transportation	5,184,401.01	36,736.91	138,208.46	61.74	5,082,991.20
IMRF	1,768,153.47	55,305.51	177,693.94	11.10	1,645,776.14
Social Security	2,345,886.01	52,541.15	133,835.68	18.50	2,264,609.98
Capital Projects	15,070,403.69	0.00	3,398,682.22	215.99	11,671,937.46
Working Cash	5,751,359.82	9,184.11	0.00	291.36	5,760,835.29
Tort/Judgment Immunity	5,273,900.32	82,470.45	55,881.26	33.40	5,300,522.91
Fire Prevention & Safety	11,991,871.53	9,184.11	2,127,029.49	191.58	9,874,217.73
Macon-Piatt Special Education	5,826,864.69	146,006.03	915,961.50	51.71	5,056,960.93
Activities	512,303.34	1,930.00	1,961.25	5.55	512,277.64
	83,683,377.65	20,913,721.17	15,638,409.29	1,310.82	88,960,000.35
				Dr. Todd Covault	09/30/21



Board of Education Decatur Public School District #61

Date: September 28, 2021	Subject: IMRF Compensation Report
Initiated By: Todd Covault, EdD, Chief Operational Officer	Attachments: IMRF Compensation Report
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

In accordance with Illinois Statute 5 ILCS 120/7.3, within six (6) business days after an employer approves a budget, the employer must post on its website information pertaining to benefits offered through the Illinois Municipal Retirement Fund (IMRF). Specifically the employer must post the total compensation package for each employee having an aggregate package that exceeds \$75,000 per year.

CURRENT CONSIDERATIONS:

The attached IMRF Compensation Report represents information from FY 2020-21. The IMRF Compensation Report will be posted on the District's website beginning September 29, 2021.

FINANCIAL CONSIDERATIONS:

There are no financial considerations.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the IMRF Compensation Report as presented.

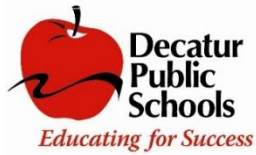
RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

Public Act 097-0609
IMRF Compensation Report 2021

Name	Assignment	Fiscal Year Total Earnings	Health Insurance	Compensation Package
ATWATER, RYAN	MAINTENANCE WORKER	\$65,034.64	\$21,508.06	\$86,542.70
BAITY, JAMES	MAINTENANCE WORKER	\$64,887.36	\$21,508.06	\$86,395.42
BALES, STEPHANIE	PAYROLL SUPERVISOR	\$83,382.64	\$7,491.16	\$90,873.80
BARNETT, P CHRIS	ELECTRONIC REPAIR	\$72,759.17	\$7,491.16	\$80,250.33
BENTON, CURTIS	MAINTENANCE WORKER	\$67,391.12	\$9,451.91	\$76,843.03
BOLT, FLOYD M	MAINTENANCE WORKER	\$69,305.76	\$21,508.06	\$90,813.82
BRADFORD, MELISSA R	EXECUTIVE SECRETARY TO SUPERINTENDENT	\$77,350.19	\$7,491.16	\$84,841.35
BREWER, JAMES L	MAINTENANCE WORKER	\$71,178.32	\$7,491.16	\$78,669.48
BROWN, MARK R	MAINTENANCE WORKER	\$69,894.88	\$12,208.70	\$82,103.58
BURROWS, GWEN M	SENIOR RESEARCH ANALYST	\$89,206.43	\$7,491.16	\$96,697.59
CAMPBELL, DAVID III	MAINTENANCE WORKER	\$67,938.16	\$21,508.06	\$89,446.22
CRAFTON, BRIAN J	MAINTENANCE WORKER	\$64,445.52	\$21,508.06	\$85,953.58
DALTON, BRAD L	TEAMSTER FOREMAN	\$67,306.96	\$11,842.38	\$79,149.34
DETMERS, ADAM K	MAINTENANCE WORKER	\$64,887.36	\$14,164.62	\$79,051.98
ENGELGAU, SUSAN L	MPSED OCCUPATIONAL THERAPIST	\$84,405.68	\$0.00	\$84,405.68
FITZGERALD, ALYSSA D	MPSED AUDIOLOGIST	\$75,483.49	\$0.00	\$75,483.49
GRAYNED, ASHLEY	EXECUTIVE DIRECTOR OF INNOVATIVE PROGRAMS	\$128,267.02	\$0.00	\$128,267.02
HAINLINE, DANNY F	FOREMAN - MAINTENANCE	\$84,230.67	\$0.00	\$84,230.67
HAWKINS SR, HARRY L	MAINTENANCE WORKER	\$65,034.64	\$21,508.06	\$86,542.70
HELD, ANGELA	MPSED PHYSICAL THERAPIST	\$88,664.07	\$16,308.84	\$104,972.91
HENRY, SHANNON	MAINTENANCE WORKER	\$66,360.16	\$12,208.70	\$78,568.86
HORVATH, GARY N	MAINTENANCE WORKER	\$69,600.32	\$11,842.38	\$81,442.70
JACKSON, LLOYD	MAINTENANCE WORKER	\$61,260.00	\$19,329.17	\$80,589.17
JAGGER-TAYLOR, MARIE	ARTS EDUCATION SPECIALIST	\$58,166.00	\$25,179.78	\$83,345.78
JOHNSON, MITCHELL L	FOREMAN - CUSTODIAN	\$58,755.31	\$21,508.06	\$80,263.37
JONES, CORY	MAINTENANCE WORKER	\$60,034.80	\$20,766.58	\$80,801.38
JONES, LISA R	ACCOUNTING SUPERVISOR	\$72,663.21	\$7,279.58	\$79,942.79
KLINE, STEVEN C	DIRECTOR OF BUILDINGS AND GROUNDS	\$112,208.33	\$8,167.00	\$120,375.33
KNIERIM, ROBERT E	MAINTENANCE WORKER	\$67,980.24	\$12,208.70	\$80,188.94
LINDSEY, ANTHONY M	IT NETWORK MANAGER	\$81,784.62	\$11,842.38	\$93,627.00
MORRIS, JUANITA	COORDINATOR OF DAWSON INSTITUTE	\$94,240.84	\$25,179.78	\$119,420.62
PAYNE, MAURICE	DIRECTOR OF INFORMATION TECHNOLOGY	\$114,614.61	\$21,508.06	\$136,122.67
PECK, DWIGHT D	MAINTENANCE WORKER	\$70,778.56	\$12,208.70	\$82,987.26
PETERS, AARON M	MAINTENANCE WORKER	\$64,592.80	\$21,508.06	\$86,100.86
POWELL, JAMES	CUSTODIAN	\$56,786.96	\$21,508.06	\$78,295.02
RAY, JOSHUA	MAINTENANCE WORKER	\$68,127.52	\$7,491.16	\$75,618.68
RIGG, DEBRA D	SECRETARY PAYROLL ANALYST	\$59,716.80	\$21,471.10	\$81,187.90
ROBERTSON, MARIA	DIRECTOR OF COMMUNITY ENGAGEMENT	\$89,165.41	\$21,508.06	\$110,673.47
SCRIBNER, THOMAS	CUSTODIAN	\$55,335.20	\$21,508.06	\$76,843.26
SHEPHERD, DUANE D	MAINTENANCE WORKER	\$69,747.60	\$12,208.70	\$81,956.30
SHIELDS, ZACHARY	FOUNDATION DIRECTOR	\$94,426.22	\$21,508.06	\$115,934.28
SLEMP, TIMOTHY G	MAINTENANCE WORKER	\$64,740.08	\$21,508.06	\$86,248.14
SMITH, BLAKE A	TECH SUPPORT LEVEL 3	\$70,986.93	\$21,508.06	\$92,494.99
SMITH, GREGORY D	MAINTENANCE WORKER	\$66,065.60	\$9,451.91	\$75,517.51
STINE, JENNIFER E	MPSED OCCUPATIONAL THERAPIST	\$93,729.08	\$0.00	\$93,729.08
STINER, PAUL D	MAINTENANCE WORKER	\$64,740.08	\$12,208.70	\$76,948.78
SWARTHOUT, DENISE	CHIEF COMMUNICATIONS OFFICER	\$133,212.51	\$9,271.93	\$142,484.44
TAPSCOTT, PHILIP A	ASST DIR BUILDINGS AND GROUNDS	\$99,770.64	\$21,508.06	\$121,278.70
TAPSCOTT, SCOTT E	MAINTENANCE WORKER	\$68,127.52	\$11,842.38	\$79,969.90
TENNYSON, CHRISTOPHER	MAINTENANCE WORKER	\$67,643.60	\$7,491.16	\$75,134.76
TIPTON, NOAH F	MAINTENANCE WORKER	\$65,181.92	\$21,508.06	\$86,689.98
TORBERT, ROGER W JR	MAINTENANCE WORKER	\$69,747.60	\$7,491.16	\$77,238.76
TRIMBLE, LAWRENCE	DIRECTOR OF STUDENT SERVICES	\$103,151.79	\$21,508.06	\$124,659.85
TRIMBY, NICHOLAS C	MAINTENANCE WORKER	\$65,329.20	\$21,508.06	\$86,837.26
TUGGLE, JENNIFER	TECH SUPPORT LEVEL 3	\$80,515.10	\$21,508.06	\$102,023.16
WATSON, JOANIE L	COORDINATOR OF PURCHASING	\$79,649.90	\$12,208.70	\$91,858.60
WOODRUM, GLENN R JR	MAINTENANCE WORKER	\$71,453.04	\$11,196.69	\$82,649.73
YOUNG, ROBERT A	MAINTENANCE WORKER	\$69,600.32	\$21,508.06	\$91,108.38



Board of Education Decatur Public School District #61

Date: September 28, 2021	Subject: Administrator and Teacher Salary and Benefits Report for FY 2021
Initiated By: Jason M. Hood, Director of Human Resources	Attachments: Administrator and Teacher Salary and Benefits Report for FY 2021
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

In accordance with Illinois Statute 105 ILCS 5/10-20.47, the District is required to report to the State Board of Education the base salary and benefits of the District Superintendent, all Administrators, and Teachers employed by the District.

CURRENT CONSIDERATIONS:

The attached Salary Compensation Report represents the dates for FY 2020-21. The Salary Compensation Report will be posted on the District's website beginning September 29, 2021, and a copy will be forwarded to the Regional Superintendent for Macon-Piatt.

FINANCIAL CONSIDERATIONS:

There are no financial considerations.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Administrator and Teacher Salary and Benefits Report for FY 2021 as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

EIS Administrator and Teacher Salary and Benefits Report - School Year 2021

9/22/2021 10:03 am

Decatur SD 61
101 W Cerro Gordo St, Decatur, IL 62523
390550610250000

Selection Criteria: (Employer) Employees = All

Name	Position	Base Salary	FTE	Vacation Days	Sick Days	Bonuses	Annuities	Retirement Enhancements	Other Benefits
ALBERT, JACOB M	200-Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
ALLEN, ANGEL D	200-Teacher	\$43,290.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$24.11
ALVES, ALICIA A	250-Special Education Teacher	\$44,850.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
ANDERSON, MARY J	103-Principal	\$111,442.00	1.00	7	15	\$0.00	\$0.00	\$0.00	\$256.36
ANDERSON-BIRD, KARRIE L	250-Special Education Teacher	\$67,394.47	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
ANDREWS, JULIE A	200-Teacher	\$51,370.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
ANDROFF, DANIEL S	200-Teacher	\$70,420.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
ATHEY, TRICIA	200-Teacher	\$49,530.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
AULTMAN, CARRIE J	200-Teacher	\$32,156.94	0.76	4	10	\$0.00	\$0.00	\$0.00	\$14.70
AUSTIN, SHERYL L	250-Special Education Teacher	\$43,290.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BACON, APRIL J	200-Teacher	\$44,330.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BAER, JUSTIN	200-Teacher	\$47,970.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BAILEY, KELLY K	200-Teacher	\$61,750.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BALES, TONYA R	250-Special Education Teacher	\$60,790.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BARISTA, DAVID J	200-Teacher	\$47,450.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
Barker, Abigail C	200-Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
BARNES, SUSAN	200-Teacher	\$64,290.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BARNETT, SARA E	200-Teacher	\$43,810.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BARRETT, BRIANNE	200-Teacher	\$44,330.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BART, KIMBERLY K	200-Teacher	\$70,420.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BEALS, JANARRA D	250-Special Education Teacher	\$29,406.00	0.60	4	10	\$0.00	\$0.00	\$0.00	\$12.60
BECK, HEIDI	126-Dean of Students Teacher no admin endorsement)	\$70,335.00	1.00	2	13	\$0.00	\$0.00	\$0.00	\$193.37
BECK, KELSEY	200-Teacher	\$22,175.83	0.49	4	10	\$0.00	\$0.00	\$0.00	\$8.40
BELL, SARAH M	250-Special Education Teacher	\$49,700.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BELLER, THOMAS W	200-Teacher	\$49,150.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BELLINGER, STEPHANI L	200-Teacher	\$49,010.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BETZER, LISA E	200-Teacher	\$76,400.06	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
BIRD, ATALECE M	200-Teacher	\$49,050.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BIRD, SHARON	203-English as a Second Language Teacher	\$58,870.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20

Name	Position	Base Salary	FTE	Vacation	Sick	Bonuses	Annuities	Retirement	Other
				Days	Days			Enhancements	Benefits
BLACK, MARIANNE	153-Special Education Supervisor	\$78,764.00	1.00	2	0	\$0.00	\$0.00	\$0.00	\$201.82
BLACKETER, HANNAH	200-Teacher	\$47,450.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BLADES, PAMELA S	200-Teacher	\$57,720.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BOERGER, DEBBIE L	200-Teacher	\$45,370.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BOHANNON, AUDREY	200-Teacher	\$45,890.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BOHANNON, NATHAN R	200-Teacher	\$45,370.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BOHNSACK, MARIA	200-Teacher	\$73,080.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BOLINE, SARAH E	200-Teacher	\$44,850.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BONE, MARGARET RENEE	200-Teacher	\$54,420.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BONEBRAKE, MICHELLE R	104-Assistant Principal	\$80,306.00	1.00	2	13	\$0.00	\$0.00	\$0.00	\$214.00
BOOMER, KRISTINE D	203-English as a Second Language Teacher	\$48,490.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$24.89
BOYD, SUMMER B	200-Teacher	\$57,720.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BOYNTON, THERESA P	250-Special Education Teacher	\$58,400.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.14
BRACKETT, PATRICIA J	200-Teacher	\$75,610.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BRADEN, MARCY N	200-Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BRADSHAW, MICAH	200-Teacher	\$53,100.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BRADY, MARY CATHLEEN	103-Principal	\$96,811.00	1.00	7	13	\$0.00	\$0.00	\$0.00	\$247.65
BRAHLER, ANNIE E	250-Special Education Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BRANDT, DIANNE M	103-Principal	\$96,090.00	1.00	7	13	\$0.00	\$0.00	\$0.00	\$252.64
BREHM, PAIGE M	200-Teacher	\$45,300.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BREWER, CHELSEA	250-Special Education Teacher	\$50,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BRIAR, EVAN J	200-Teacher	\$42,628.68	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BRICE, SARAH E	200-Teacher	\$55,990.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BRINKMAN, BARBARA	250-Special Education Teacher	\$87,121.51	1.00	4	0	\$0.00	\$0.00	\$0.00	\$18.90
BRINKOETTER, ELIZABETH A	200-Teacher	\$50,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BROWN, AMY DIANE	200-Teacher	\$75,322.14	1.00	4	8	\$0.00	\$0.00	\$0.00	\$18.90
BROWN, CHARISSE A	250-Special Education Teacher	\$51,900.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
BROWN, JARRY	200-Teacher	\$16,774.89	0.32	4	10	\$0.00	\$0.00	\$0.00	\$4.20
BROWN, MICHELLE K	200-Teacher	\$47,450.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BROWN, PETER Z	200-Teacher	\$44,330.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$0.00
BROWN, WHITNEY	200-Teacher	\$44,330.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BROWNING, TAMI L	200-Teacher	\$67,950.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BRYAN, ELDON D	200-Teacher	\$66,886.98	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BRYLES, ANGELA	200-Teacher	\$51,370.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BURKS, TASIA L	103-Principal	\$97,419.00	1.00	7	15	\$0.00	\$0.00	\$0.00	\$267.50
BUSCH, KATHERINE	200-Teacher	\$49,700.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BYCZYNSKI, ARTHUR A	250-Special Education Teacher	\$66,460.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
BYLER, HYE-SEUNG	250-Special Education Teacher	\$53,376.22	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20

Name	Position	Base Salary	FTE	Vacation	Sick	Bonuses	Annuities	Retirement	Other
				Days	Days			Enhancements	Benefits
CALHOUN, TINA L	250-Special Education Teacher	\$47,970.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
CAMACHO, DAWN	250-Special Education Teacher	\$58,440.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
CAMERON, JESSICA M	200-Teacher	\$45,370.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
CAMPBELL, JUDITH J	107-General Administrator or General Supervisor	\$127,008.00	1.00	17	15	\$0.00	\$0.00	\$0.00	\$375.96
CAPRANICA, LAUREN M	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
CARLISLE, ADAM W	200-Teacher	\$44,850.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
CARTER, SHANNON E	250-Special Education Teacher	\$76,470.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
CARVER, KIMBERLY L	200-Teacher	\$51,925.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
CARVER, TAMMY L	200-Teacher	\$71,830.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
CASE, ELIZABETH	250-Special Education Teacher	\$55,990.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
CASSIDY, STEPHANIE	250-Special Education Teacher	\$65,320.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
CHABAK, SHELLY A	200-Teacher	\$84,152.82	1.00	4	0	\$0.00	\$0.00	\$0.00	\$18.90
CHRISTNER, JACOB E	200-Teacher	\$46,410.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
CHUMBLEY, ALISON LYNNE	250-Special Education Teacher	\$55,730.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
CHUMBLEY, KIP	200-Teacher	\$11,599.97	0.51	1	2	\$0.00	\$0.00	\$0.00	\$0.00
CLARK, BOBBI C	200-Teacher	\$45,890.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
CLICK, NATALIE	200-Teacher	\$51,900.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
COLE, LINDA J	250-Special Education Teacher	\$60,290.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
COMERFORD, JULIE	250-Special Education Teacher	\$44,330.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
COMSTOCK, RENEE A	200-Teacher	\$55,520.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
CONN, ELDON K	103-Principal	\$107,030.00	1.00	22	15	\$0.00	\$0.00	\$0.00	\$278.04
CONWAY, SUSAN J	200-Teacher	\$72,410.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$0.00
COOPER, ANNE E	200-Teacher	\$65,860.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
CORDOVA, REBECCA L	200-Teacher	\$45,370.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
COVAULT, TODD	114-Chief School Business Official	\$198,655.00	1.00	22	15	\$0.00	\$0.00	\$0.00	\$508.62
COVERSTONE, AIMEE	250-Special Education Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
COZIAHR, MICHAEL	200-Teacher	\$51,370.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$40.46
CRAVEN, CARISSA F	200-Teacher	\$43,810.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
CREIGHTON, KEITH A	104-Assistant Principal	\$77,035.00	1.00	2	13	\$0.00	\$0.00	\$0.00	\$201.39
CROOK, MEREDITH T	200-Teacher	\$44,330.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
CRUTCHER, JASON D	200-Teacher	\$58,440.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
DABROWSKA, PAULINA	200-Teacher	\$43,290.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
DAGGETT, ALEXANDRA M	200-Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
DANBURY, JESSE	200-Teacher	\$45,370.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
DANCE, CAROL	200-Teacher	\$55,990.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
DASE, JEFFERY	101-Assistant/Associate District Superintendent	\$161,479.00	1.00	18	15	\$0.00	\$0.00	\$0.00	\$415.80
DAVIDSON, SCOTT K	200-Teacher	\$53,767.22	0.89	4	9	\$0.00	\$0.00	\$0.00	\$23.10
DAVIS, CHELSEA C	200-Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20

Name	Position	Base Salary	FTE	Vacation	Sick	Bonuses	Annuities	Retirement	Other
				Days	Days			Enhancements	Benefits
DAVIS, MICHELLE A	203-English as a Second Language Teacher	\$47,970.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
DAVIS, RISE	250-Special Education Teacher	\$80,825.09	1.00	4	1	\$0.00	\$0.00	\$0.00	\$25.20
DAVIS, SCOTT B	200-Teacher	\$59,890.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
DAVIS-KITSON, HOLLY L	103-Principal	\$93,521.00	1.00	7	13	\$0.00	\$0.00	\$0.00	\$240.87
DAWSON, JAMES M	200-Teacher	\$47,450.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
DAYKIN, SARA	200-Teacher	\$46,410.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
DECESARO, KIMBERLEE R	250-Special Education Teacher	\$72,410.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
DELONG, ABBY	200-Teacher	\$43,290.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
DETMERS, JENNIFER M	250-Special Education Teacher	\$49,530.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
DEVER, TIMOTHY	104-Assistant Principal	\$99,609.00	1.00	22	35	\$0.00	\$0.00	\$0.00	\$210.00
DEVORE, SARA	250-Special Education Teacher	\$45,370.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
DIAZ, TARYN	200-Teacher	\$53,200.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
DICKSON, DESTINEY A	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
DOBRINICK, ARYN B	200-Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
DONAHUE, THOMAS E	250-Special Education Teacher	\$62,110.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
DOUBET, KELSEY E	200-Teacher	\$44,850.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
DOWNEY, ANN M	200-Teacher	\$48,490.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
DUFF, MELISSA	200-Teacher	\$77,415.68	1.00	4	8	\$0.00	\$0.00	\$0.00	\$25.20
DURBIN-STAPLES, MELISSA	250-Special Education Teacher	\$53,650.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
DURST, CHARLES S	200-Teacher	\$45,370.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
EASTIN, LARRY R	200-Teacher	\$58,440.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
EDRINGTON, AMY M	200-Teacher	\$49,530.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
EILERS, CRYSTAL	200-Teacher	\$51,900.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
ELAM, PATRICIA L	200-Teacher	\$58,870.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
ELLIOTT, VICKI	200-Teacher	\$84,152.79	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
ELLIS, TERRI L	200-Teacher	\$48,490.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
ELLISON, JESSICA M	155-Supervisor of One School Support Personnel Area	\$92,921.00	1.00	7	13	\$0.00	\$0.00	\$0.00	\$239.40
EMROSKI, ALBULENA	200-Teacher	\$43,810.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
ENGLAND, HEATHER M	200-Teacher	\$47,450.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$38.08
ERTL, BRIDGETT J	200-Teacher	\$50,210.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
EVANS, MARY L	200-Teacher	\$52,060.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
FALKENHEIM, BARBARA L	250-Special Education Teacher	\$69,010.74	1.00	4	10	\$0.00	\$0.00	\$0.00	\$12.33
FANE, JULIE D	103-Principal	\$98,150.00	1.00	7	15	\$0.00	\$0.00	\$0.00	\$247.01
FAULKNER, ASHLEY M	200-Teacher	\$43,810.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
FEHRENBACH, KATHERINE A	200-Teacher	\$43,290.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
FENDERSON, NIKI R	103-Principal	\$79,846.00	1.00	0	0	\$0.00	\$0.00	\$7,984.00	\$0.00
FERRIS, KATHLEEN E	200-Teacher	\$53,977.78	0.97	4	10	\$0.00	\$0.00	\$0.00	\$25.20

Name	Position	Base Salary	FTE	Vacation	Sick	Bonuses	Annuities	Retirement	Other
				Days	Days			Enhancements	Benefits
FINK, BRIANNA E	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
FLAHERTY, SEAN	200-Teacher	\$58,990.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
FLANIGAN, DENA R	200-Teacher	\$45,370.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
FLANIGAN, JOSEPH	200-Teacher	\$63,950.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
FLANIGAN, MEGAN E	200-Teacher	\$51,900.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
FLEMING, KAYLA M	200-Teacher	\$46,410.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
FLESCH, SKYLER A	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
FLOURNOY, JASON M	126-Dean of Students Teacher no admin endorsement)	\$70,335.00	1.00	2	13	\$0.00	\$0.00	\$0.00	\$187.96
FOLMNSBEE, JODI L	200-Teacher	\$43,290.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
FORNEAR, KATHLEEN	250-Special Education Teacher	\$55,730.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
FOSTER, LISA M	250-Special Education Teacher	\$76,470.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
FOUST, MOLLY REEDER	200-Teacher	\$54,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
FOWLER, GAROLD	200-Teacher	\$53,650.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
FRAAS, MATTHEW R	103-Principal	\$110,561.00	1.00	19	15	\$0.00	\$0.00	\$0.00	\$241.50
FREESE, HANNAH M	250-Special Education Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
FREGEAU, PAUL D	100-District Superintendent	\$202,910.00	1.00	20	15	\$0.00	\$0.00	\$0.00	\$430.50
FRIEDRICH, TRAVIS A	151-Assistant Special Education Director	\$105,442.00	1.00	18	15	\$0.00	\$0.00	\$0.00	\$276.36
FRITZGERALD, JENNIFER	250-Special Education Teacher	\$78,911.13	1.00	4	6	\$0.00	\$0.00	\$0.00	\$25.20
FUITEN, CARYN J	200-Teacher	\$67,950.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
FULLER, LINDSEY	200-Teacher	\$48,490.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
GANLEY, KATHERINE	200-Teacher	\$45,370.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
GANLEY, RHONDA	200-Teacher	\$84,567.01	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
GARNER, TODD	200-Teacher	\$58,440.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
Garrison, Sarah	200-Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
GENET, NICOLE A	200-Teacher	\$46,969.84	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
GIBERSON, CARLA J	200-Teacher	\$44,850.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
GILLIS, MACIE M	200-Teacher	\$43,810.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
GILMORE, KIMBERLY	250-Special Education Teacher	\$22,148.39	0.51	2	5	\$0.00	\$0.00	\$0.00	\$8.40
GOEDE, MELISSA J	200-Teacher	\$43,290.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
GOODMAN, JAIME N	200-Teacher	\$48,490.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
GOODMAN, STACY E	200-Teacher	\$44,850.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
GOULD, TIMOTHY R	200-Teacher	\$49,700.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$33.60
GRADY, JEWEL M	200-Teacher	\$80,078.73	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
GREEN, GREGORY J	200-Teacher	\$54,420.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
GREEN, KAY V	200-Teacher	\$62,528.24	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
GREENE, KEVIN M	200-Teacher	\$44,330.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
GREENWOOD, JUDY L	250-Special Education Teacher	\$51,370.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20

Name	Position	Base Salary	FTE	Vacation	Sick	Bonuses	Annuities	Retirement	Other
				Days	Days			Enhancements	Benefits
GREER, LESLIE A	250-Special Education Teacher	\$45,890.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
GREMO, MATTHEW D	200-Teacher	\$43,810.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
GROSS, RICHARD L	200-Teacher	\$50,210.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
GROSSMAN, MATTHEW R	200-Teacher	\$50,800.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$24.00
GROVES, HEATHER	200-Teacher	\$49,010.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
GRUBBS, JONI M	200-Teacher	\$53,075.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
GRUEN, PAULA K	200-Teacher	\$60,070.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
GUERNSEY, ANGELA K	200-Teacher	\$55,730.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
GUNTLE, ASHLEY N	250-Special Education Teacher	\$47,450.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
GUTTSCHOW, LOGAN M	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HACKMAN, JILL K	250-Special Education Teacher	\$67,950.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HAINLINE, KIMBERLY	200-Teacher	\$71,830.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HALE, KEVIN R	200-Teacher	\$66,460.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HALE, KYLIE M	200-Teacher	\$43,810.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HALEY, CARRIE L	200-Teacher	\$46,410.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HALL, BILLIE J	200-Teacher	\$51,900.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HAN, JIHYE L	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
HANNAH, CASEY M	200-Teacher	\$51,925.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
HARDING, DAVID	200-Teacher	\$45,370.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HARDING, ELIZABETH	200-Teacher	\$44,850.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HARFORD, SKYLER N	200-Teacher	\$40,644.50	0.94	4	9	\$0.00	\$0.00	\$0.00	\$25.20
HARMAN, REBECCA	200-Teacher	\$54,820.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HARTZMARK, JONATHAN L	200-Teacher	\$48,050.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HAUSLER, BARBARA K	250-Special Education Teacher	\$47,970.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HAWK, MATTHEW	250-Special Education Teacher	\$45,890.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HAWKINS, DAWN RENE	200-Teacher	\$73,860.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HAWKSHAW, SHELBY E	200-Teacher	\$43,810.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HAY, MARIANNE	250-Special Education Teacher	\$50,210.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HAYES, JUSTIN E	250-Special Education Teacher	\$43,290.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HAYS, TALITHA N	124-Dean of Students Admin (admin endorsement held)	\$70,863.00	1.00	2	13	\$0.00	\$0.00	\$0.00	\$188.16
HEARN, JESSICA J	200-Teacher	\$48,490.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.00
HECTOR, NINA F	200-Teacher	\$54,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
HELM, PAMELA	200-Teacher	\$62,110.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HENSON DUNNING, PENNY I	200-Teacher	\$50,618.17	1.00	4	0	\$0.00	\$0.00	\$0.00	\$25.20
HENTZ, DENITA L	200-Teacher	\$65,320.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HERRON, HEATHER	200-Teacher	\$48,490.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HETTINGER, ANDREA M	153-Special Education Supervisor	\$75,311.00	1.00	2	0	\$0.00	\$0.00	\$0.00	\$200.34

Name	Position	Base Salary	FTE	Vacation	Sick	Bonuses	Annuities	Retirement	Other
				Days	Days			Enhancements	Benefits
HILL, KATIE L	200-Teacher	\$50,210.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HILL, TARA	250-Special Education Teacher	\$61,750.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
HILLMAN, DEANNE SUE	107-General Administrator or General Supervisor	\$150,496.00	1.00	22	15	\$0.00	\$0.00	\$0.00	\$392.70
HILLMAN, HARL L	250-Special Education Teacher	\$20,626.56	0.40	4	10	\$0.00	\$0.00	\$0.00	\$8.40
HILLMAN, HARL L	250-Special Education Teacher	\$47,702.01	0.36	4	10	\$0.00	\$0.00	\$0.00	\$16.80
HODGE, ROBIN R	250-Special Education Teacher	\$21,359.72	0.51	2	5	\$0.00	\$0.00	\$0.00	\$14.70
HOGUE, CARRIE M	103-Principal	\$98,269.00	1.00	7	13	\$0.00	\$0.00	\$0.00	\$253.68
HOLMES, LISA A	200-Teacher	\$44,600.82	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
HOLT, MEGAN E	200-Teacher	\$58,870.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HONORABLE, DESIREE	200-Teacher	\$44,831.20	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HOPKINS, GARY MIKE	200-Teacher	\$85,763.26	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HOPKINS, JENNIFER L	200-Teacher	\$85,763.27	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HORATH, KATHLEEN R	152-Special Education Director	\$142,809.00	1.00	22	15	\$0.00	\$0.00	\$0.00	\$365.82
HORCHEM, SARA	200-Teacher	\$50,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HORN, JAMES M	200-Teacher	\$50,210.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HOTT, SARAH E	200-Teacher	\$43,810.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
HOUCHINS, MICHELLE L	200-Teacher	\$50,210.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HUBBARD, JILL	200-Teacher	\$64,830.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HUDSON, KRISTA D	200-Teacher	\$55,730.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HUEY, MICHAEL G	200-Teacher	\$50,800.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HUFF, BRITTANY R	200-Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
HULL, MEGAN	250-Special Education Teacher	\$43,810.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
INGRAM, CORDELL M	103-Principal	\$148,686.00	1.00	22	15	\$0.00	\$0.00	\$0.00	\$378.84
JACKSON, CHERYL D	200-Teacher	\$81,490.08	1.00	4	1	\$0.00	\$0.00	\$0.00	\$18.90
JACKSON, CHRISTIAN	200-Teacher	\$21,359.72	0.51	2	5	\$0.00	\$0.00	\$0.00	\$14.70
JAMES, TRESSA	200-Teacher	\$63,950.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
JELKS, BRANDON D	200-Teacher	\$51,350.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
JOHNSON, COLLEEN	250-Special Education Teacher	\$61,870.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
JOHNSON, LESLIE A	200-Teacher	\$58,870.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
JOHNSON, SAMANTHA A	250-Special Education Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$21.00
JONES, ANDREW C	200-Teacher	\$49,150.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$24.24
JONES, ANDREW T	200-Teacher	\$45,890.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
JONES, CATHALYN D	200-Teacher	\$47,450.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
JONES, KEVIN W	250-Special Education Teacher	\$53,650.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
JONES, NICOLE E	250-Special Education Teacher	\$58,870.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$21.00
JONES, PENNY L	200-Teacher	\$70,420.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
JONES, SARAH H	200-Teacher	\$46,950.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
JONES, STEPHEN E	200-Teacher	\$44,850.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20

Name	Position	Base Salary	FTE	Vacation	Sick	Bonuses	Annuities	Retirement	Other
				Days	Days			Enhancements	Benefits
JOSTES, KATHRYN P	250-Special Education Teacher	\$45,890.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
JOYNER, TEMETHIA T	200-Teacher	\$49,010.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
JUMP, AUBREY T	200-Teacher	\$46,930.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
KANE, EMILY M	200-Teacher	\$44,330.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
KARAKACHOS, ELIZABETH G	200-Teacher	\$43,290.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
KARAS, MICHAEL A	200-Teacher	\$26,351.70	0.60	4	10	\$0.00	\$0.00	\$0.00	\$12.60
KASZA, LINDSAY J	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
KATES, TONYA S	200-Teacher	\$45,370.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
KAUFMAN, COURTNEY M	200-Teacher	\$46,410.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
KEATHLEY, JOSLYN R	200-Teacher	\$45,370.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
KEEL, SARAH L	250-Special Education Teacher	\$61,750.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
KEIZER, CAROLYNN J	200-Teacher	\$50,210.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
KELLY, SARA J	200-Teacher	\$47,970.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
KELSON, VANESSA R	200-Teacher	\$47,500.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
KENNEDY, C ROXANN	200-Teacher	\$47,450.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
KENNEDY, SARA K	200-Teacher	\$44,330.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
KENNEY, BRYAN A	200-Teacher	\$49,150.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
KERN, REBECCA	104-Assistant Principal	\$89,211.00	1.00	20	15	\$0.00	\$0.00	\$0.00	\$227.44
KERNAGHAN, CHRISTY A	200-Teacher	\$46,930.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
KING, JEREMY D	200-Teacher	\$49,150.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
KIRK, COURTNEY D	200-Teacher	\$16,650.00	0.49	4	10	\$0.00	\$0.00	\$0.00	\$10.50
KIRK, COURTNEY D	200-Teacher	\$26,640.00	0.51	0	0	\$0.00	\$0.00	\$0.00	\$0.00
KIRKLAND, LIBBY M	200-Teacher	\$20,634.60	0.49	4	10	\$0.00	\$0.00	\$0.00	\$10.50
KIRKLAND, LIBBY M	200-Teacher	\$33,015.40	0.51	0	0	\$0.00	\$0.00	\$0.00	\$0.00
KIRKPATRICK, ANNETTE	200-Teacher	\$90,958.11	1.00	4	1	\$0.00	\$0.00	\$0.00	\$18.90
KIRSCHNER, CHELSIE	200-Teacher	\$44,850.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
KITSON, ASHLEY B	200-Teacher	\$44,850.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
KLEIN, ANDREW T	200-Teacher	\$13,949.00	0.32	4	10	\$0.00	\$0.00	\$0.00	\$4.20
KNUPPEL, SARAH E	103-Principal	\$103,883.00	1.00	7	15	\$0.00	\$0.00	\$0.00	\$265.24
KOCHER, LINDSEY S	153-Special Education Supervisor	\$58,633.50	1.00	2	0	\$0.00	\$0.00	\$0.00	\$151.20
KOERWITZ, CHRISTOPHER R	153-Special Education Supervisor	\$81,154.00	1.00	2	0	\$0.00	\$0.00	\$0.00	\$213.36
KOETJE, RICK A	200-Teacher	\$52,450.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
KOSIEC, JENNY L	124-Dean of Students Admin (admin endorsement held)	\$71,929.00	1.00	2	13	\$0.00	\$0.00	\$0.00	\$188.79
KOSLOFSKI, TIMOTHY A	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
KRUEGER, HANNAH R	250-Special Education Teacher	\$46,930.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
KRUSE, LORI L	250-Special Education Teacher	\$70,000.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
KUNZEMAN, AMANDA S	200-Teacher	\$44,850.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20

Name	Position	Base Salary	FTE	Vacation	Sick	Bonuses	Annuities	Retirement	Other
				Days	Days			Enhancements	Benefits
KWASNY, DEBORAH J	200-Teacher	\$72,410.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
LAMB, JARED M	104-Assistant Principal	\$82,263.00	0.77	7	13	\$0.00	\$0.00	\$0.00	\$213.99
LANDACRE, LISA	200-Teacher	\$48,490.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
LANKER, MERRY K	200-Teacher	\$50,800.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
LAWSON, ARIANNA E	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
LEMANCZYK, LYND SAY N	200-Teacher	\$45,890.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
LEO, STUART M	200-Teacher	\$51,925.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
LIBBEY, KATHERYN	200-Teacher	\$43,506.94	0.97	4	10	\$0.00	\$0.00	\$0.00	\$25.20
LINDSEY, CURTISS T	124-Dean of Students Admin (admin endorsement held)	\$72,468.00	1.00	2	13	\$0.00	\$0.00	\$0.00	\$197.40
LIPA, JOSHUA	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
LIPE, CHRISTINA M	250-Special Education Teacher	\$61,750.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
LOFLAND, ASHLEY	200-Teacher	\$55,990.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
LONG, NICOLE R	200-Teacher	\$52,450.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
LONG, SONYA L	200-Teacher	\$87,121.50	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
LONG, STACEY M	200-Teacher	\$48,600.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
LOPEZ, MARIA	153-Special Education Supervisor	\$82,376.00	1.00	2	0	\$0.00	\$0.00	\$0.00	\$213.99
LOPEZ, SHARON	200-Teacher	\$68,060.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
LOURASH, AUTUMN L	200-Teacher	\$42,045.64	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
LOWE, CHRISTINE L	200-Teacher	\$46,216.63	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
LOZANO, BOBBIE JO	250-Special Education Teacher	\$57,090.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
LUCAS, DESTANY D	200-Teacher	\$48,672.14	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
LUERAS, TARA R	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
LUTTRELL, KRISTINA L	250-Special Education Teacher	\$43,290.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
LYBARGER, HANNAH R	200-Teacher	\$50,800.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
LYBARGER, RONALD	200-Teacher	\$54,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
LYNCH, DANIEL J	103-Principal	\$108,817.00	1.00	7	15	\$0.00	\$0.00	\$0.00	\$275.52
LYONS, CRYSTAL S	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MABRY, CAMERON K	250-Special Education Teacher	\$11,044.44	0.22	4	10	\$0.00	\$0.00	\$0.00	\$4.20
MACKEY, SUELLEN H	200-Teacher	\$73,080.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MAGGIO, AILEEN M	153-Special Education Supervisor	\$77,596.00	1.00	7	13	\$0.00	\$0.00	\$0.00	\$201.39
MAISEL, DANA	250-Special Education Teacher	\$56,572.83	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MAJOR, ASHLEY	200-Teacher	\$45,890.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MAJOR, LORRAINE C	200-Teacher	\$48,490.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MANDRELL, AMANDA A	200-Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MANN, ANGELA F	250-Special Education Teacher	\$52,060.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MANN, CASSANDRA N	200-Teacher	\$44,330.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MANNIX, CHARITY	200-Teacher	\$43,810.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20

Name	Position	Base Salary	FTE	Vacation	Sick	Bonuses	Annuities	Retirement	Other
				Days	Days			Enhancements	Benefits
MANNLEIN, OLIVIA M	200-Teacher	\$45,890.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MANSUR, ANTHONY	103-Principal	\$90,906.00	1.00	7	13	\$0.00	\$0.00	\$0.00	\$199.50
MAPLE, JACOB	200-Teacher	\$45,890.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$21.88
MARCELLO, LACY K	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MARINO, JOHN	107-General Administrator or General Supervisor	\$65,561.22	0.54	10	8	\$0.00	\$0.00	\$0.00	\$204.99
MARSCHNER, DONOVAN D	200-Teacher	\$46,410.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MARTINS, KARLA S	250-Special Education Teacher	\$90,338.45	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
MASSEY, BECCA	250-Special Education Teacher	\$71,200.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MATHIESON, ANN S	103-Principal	\$100,461.00	1.00	7	13	\$0.00	\$0.00	\$0.00	\$265.24
MATHIESON, TUCKER S	200-Teacher	\$44,750.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MAYES, APRYL K	200-Teacher	\$57,000.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MCCOSKEY, KAREN MARIE	200-Teacher	\$90,972.48	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
MCCOY, DEVIN	250-Special Education Teacher	\$21,359.72	0.51	2	5	\$0.00	\$0.00	\$0.00	\$14.70
MCCOY, LORI B	153-Special Education Supervisor	\$77,018.00	1.00	2	0	\$0.00	\$0.00	\$0.00	\$201.18
MCFADIN, KAREN A	200-Teacher	\$48,490.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MCKENZIE, GLENNA	200-Teacher	\$50,800.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MCMILLAN, SETH M	200-Teacher	\$43,810.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MCNAIR, JAMES I	200-Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MEADOR, KAMRA J	104-Assistant Principal	\$78,526.00	1.00	2	13	\$0.00	\$0.00	\$0.00	\$215.04
MEHR, ANGELINE E	200-Teacher	\$51,350.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MEIER, JESSICA H	200-Teacher	\$47,500.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MEINDERS, TESSA	200-Teacher	\$44,850.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MEIS, STEPHANIE	200-Teacher	\$45,890.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MICHENER, KANDICE J	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MILLER, ERIN M	200-Teacher	\$53,650.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MILLER, KIMBERLY A	200-Teacher	\$67,950.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MILLER, MOLLY E	250-Special Education Teacher	\$65,910.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MILLER, PEGGY A	200-Teacher	\$59,450.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
Miller, TAYLOR A	200-Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
MILLER, THOMAS P	200-Teacher	\$54,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MILLER, TIFFANY N	200-Teacher	\$22,901.67	0.51	2	5	\$0.00	\$0.00	\$0.00	\$14.70
MILLER, WILLIAM W	200-Teacher	\$48,600.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MILLS, SAMUEL J	200-Teacher	\$52,450.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MILLS, TARIN C	200-Teacher	\$54,099.31	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MINOR, YOLANDA R	250-Special Education Teacher	\$9,653.85	0.24	4	10	\$0.00	\$0.00	\$0.00	\$6.30
MOODY, ALEX M	250-Special Education Teacher	\$45,850.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MOORE, JEREMY	200-Teacher	\$54,420.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MOORE, KAREN R	200-Teacher	\$52,060.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20

Name	Position	Base Salary	FTE	Vacation	Sick	Bonuses	Annuities	Retirement	Other
				Days	Days			Enhancements	Benefits
MOORE, KATHERINE S	200-Teacher	\$57,720.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MOORE, MARGRET R	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MOORE-HINTON, HEATHER D	200-Teacher	\$55,990.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MOOTREY, TARIKA M	200-Teacher	\$44,850.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MORAN, BRITTNEY	250-Special Education Teacher	\$44,850.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MORGAN, RYAN N	200-Teacher	\$43,810.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MORRIS, ALICIA R	200-Teacher	\$43,290.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MORRISON, EMMA C	200-Teacher	\$43,810.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MORRISON, KELLEY R	103-Principal	\$97,102.00	1.00	7	15	\$0.00	\$0.00	\$0.00	\$244.80
MORROW, JENNIFER E	200-Teacher	\$48,600.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MORTHLAND, MADELINE L	250-Special Education Teacher	\$43,290.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MOWER, JULIE E	200-Teacher	\$51,350.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
MULLINIX, KRISTI	104-Assistant Principal	\$82,305.00	1.00	2	13	\$0.00	\$0.00	\$0.00	\$208.37
MUNOS, GERRI L	250-Special Education Teacher	\$90,338.45	1.00	4	0	\$0.00	\$0.00	\$0.00	\$18.90
NAVE, SARA	200-Teacher	\$46,410.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
NEAL, AMY L	200-Teacher	\$55,520.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
NEELEY, TISHA A	200-Teacher	\$60,070.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
NEILSON-PARKS, JENNIFER L	200-Teacher	\$60,610.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
NEWBON, ERIC L	126-Dean of Students Teacher no admin endorsement)	\$70,335.00	1.00	2	13	\$0.00	\$0.00	\$0.00	\$183.59
NICHOLLS, HILDA A	200-Teacher	\$51,350.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
NIEBRUGGE, JESSICA R	200-Teacher	\$54,820.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
NIESMAN, SUSAN D	250-Special Education Teacher	\$90,501.79	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
NISBET, DOROTHY ANN	250-Special Education Teacher	\$68,290.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
NIXON, MICHELLE D	250-Special Education Teacher	\$52,500.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
NOEL, MEGAN L	200-Teacher	\$46,930.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
NORSEN, MORGAN R	200-Teacher	\$43,290.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
NOVAK, REBEKAH	250-Special Education Teacher	\$47,450.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
ODLE, COURTNEY L	200-Teacher	\$45,850.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
OLSON, THAD E	200-Teacher	\$53,200.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
ORR, DIANE T	200-Teacher	\$53,075.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
PACQUER, EDWARD	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
PAGE, JOBETH K	200-Teacher	\$53,650.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
PALMER, BRETT W	200-Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
PALS, JASON R	250-Special Education Teacher	\$66,067.87	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
PARK, SHEREE	200-Teacher	\$60,610.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
PARKS, APRIL M	250-Special Education Teacher	\$65,910.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
PATTERSON, PAULA	200-Teacher	\$60,610.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20

Name	Position	Base Salary	FTE	Vacation	Sick	Bonuses	Annuities	Retirement	Other
				Days	Days			Enhancements	Benefits
PAULSON, BLAIR E	200-Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
PAULSON, PATRICIA L	200-Teacher	\$67,950.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
PECKERT, HOLLIE R	200-Teacher	\$50,210.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
PERKINS, KIRSTEN R	200-Teacher	\$49,150.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
PETERS, DANIEL J	200-Teacher	\$43,290.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
PETITT, KRYSTINA ANN MEYER	127-Head of Gen Ed (Department chair no admin endorsement held)	\$53,650.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
PETRIE, ASHLEY S	200-Teacher	\$46,410.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
PETRO, APRIL	250-Special Education Teacher	\$49,010.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
PHILLIPS, BRANDON W	200-Teacher	\$44,330.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
PISTORIUS, HEATHER	200-Teacher	\$49,010.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
PITT, TARA B	250-Special Education Teacher	\$48,050.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
PLAIN, TATUM MICHELE	250-Special Education Teacher	\$63,950.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
POMORIN, ALEXANDRIA M	200-Teacher	\$43,290.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
PORTIS, KRISTIN E	200-Teacher	\$51,350.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
POYNTON, BETH	104-Assistant Principal	\$79,247.00	1.00	7	13	\$0.00	\$0.00	\$0.00	\$168.00
PRANGE, ROBERT N	103-Principal	\$105,764.00	1.00	7	15	\$0.00	\$0.00	\$0.00	\$268.38
PRASUN, MELISSA R	200-Teacher	\$49,010.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
PRICE, KRISTIN E	200-Teacher	\$49,010.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
PRITTS, SARAH E	200-Teacher	\$58,870.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
RAGSDALE, WENDY M	250-Special Education Teacher	\$50,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
RAMOS, NORMA	200-Teacher	\$44,330.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
RANSTEAD, PAUL	104-Assistant Principal	\$93,951.00	1.00	22	15	\$0.00	\$0.00	\$0.00	\$241.50
RAY, SHANNEN L	250-Special Education Teacher	\$72,410.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
REED, JAMIE	250-Special Education Teacher	\$54,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
REEVE, AMANDA L	200-Teacher	\$43,810.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
REINHOLTZ, KACEY K	200-Teacher	\$45,300.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$21.00
RENFRO, SHARON M	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
REYES, KRYSTAL Z	200-Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
REYNA, SERGIO A	104-Assistant Principal	\$91,917.00	1.00	22	15	\$0.00	\$0.00	\$0.00	\$238.98
REYNOLDS, AMIE N	250-Special Education Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
RICE, DEBORAH	200-Teacher	\$60,922.53	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
RICHARD, ISABELLA H	200-Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
RICHARDS, AMY J	250-Special Education Teacher	\$23,204.28	0.49	4	10	\$0.00	\$0.00	\$0.00	\$10.50
RIDLEY, ASHLEY B	200-Teacher	\$49,010.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
RINKEL-JENKINS, CHRISTA E	200-Teacher	\$46,930.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
ROBBINS, SAMANTHA S	250-Special Education Teacher	\$43,290.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
ROBERSON, JENNIFER N	200-Teacher	\$43,810.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20

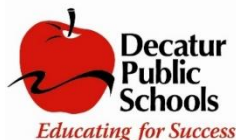
Name	Position	Base Salary	FTE	Vacation	Sick	Bonuses	Annuities	Retirement	Other
				Days	Days			Enhancements	Benefits
ROBERTS, AMANDA B	200-Teacher	\$44,850.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
ROBERTS, TAMI R	200-Teacher	\$46,410.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
ROBERTSON, JILL D	200-Teacher	\$47,450.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
ROBINSON, ASHLEY R	200-Teacher	\$46,930.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
RODGERS, KATHRYN R	200-Teacher	\$44,850.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
RODRIGUEZ, ALEXANDRA	200-Teacher	\$47,500.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.04
ROGERS, MARKIA T	200-Teacher	\$43,290.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
RORA, CRYSTAL A	200-Teacher	\$45,119.39	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
ROSSI, MARY K	200-Teacher	\$43,290.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
ROTRAMEL, LYNNETTE	200-Teacher	\$42,169.24	0.71	4	10	\$0.00	\$0.00	\$0.00	\$18.90
RUFENER, KENNETH	104-Assistant Principal	\$98,661.00	1.00	22	15	\$0.00	\$0.00	\$0.00	\$254.10
RUSSELL, DEANNA	200-Teacher	\$21,359.72	0.51	2	5	\$0.00	\$0.00	\$0.00	\$14.70
SAGER, CARRIE	200-Teacher	\$51,370.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SALEFSKI, PENNY	250-Special Education Teacher	\$90,338.45	1.00	4	1	\$0.00	\$0.00	\$0.00	\$18.90
SAMONDS, HEATHER C	200-Teacher	\$46,410.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.72
SANGSTER, KAYLEE N	200-Teacher	\$49,700.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SCARLETT, BARBARA E	200-Teacher	\$61,870.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SCHEIBLY, LORI M	250-Special Education Teacher	\$59,890.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SCHLOZ, MARY A	107-General Administrator or General Supervisor	\$104,657.00	1.00	22	15	\$0.00	\$0.00	\$0.00	\$265.44
SCHMITT, BRIANNA M	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.07
SCHMITT, TAMARA K	250-Special Education Teacher	\$62,816.75	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SCHOEMPERLEN, TAMMY F	200-Teacher	\$70,998.98	1.00	4	0	\$0.00	\$0.00	\$0.00	\$25.20
SCHOOLMAN, ABBY L	200-Teacher	\$49,700.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SCHORFHEIDE, NATHAN R	200-Teacher	\$58,075.56	0.99	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SCHORSCH, CAROLINE G	250-Special Education Teacher	\$34,411.50	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
SCHRADER, SARAH E	153-Special Education Supervisor	\$88,106.00	1.00	2	0	\$0.00	\$0.00	\$0.00	\$228.65
SCHULTZ, ERIC S	200-Teacher	\$57,090.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SCHULZ, MELISSA L	200-Teacher	\$54,420.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SCHUTTER, SHARA J	250-Special Education Teacher	\$45,119.39	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SCHWARTZLE, DANYEL	250-Special Education Teacher	\$52,500.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SCOTT, HEATHER M	250-Special Education Teacher	\$55,520.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SEAPY, CHELSEA A	200-Teacher	\$48,600.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SEGELHORST, BROOKE P	200-Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
SEIBRING, DANIELLE A	200-Teacher	\$54,820.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SEIDER, AMANDA L	200-Teacher	\$46,410.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SENGER, ZACHARY A	200-Teacher	\$46,400.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SETTLES, COURTNEY A	200-Teacher	\$56,930.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SEXTON-LONG, TRACY	200-Teacher	\$78,294.99	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20

Name	Position	Base Salary	FTE	Vacation	Sick	Bonuses	Annuities	Retirement	Other
				Days	Days			Enhancements	Benefits
SHAFFER, GLENN	200-Teacher	\$53,075.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SHAW, DOLORES R	200-Teacher	\$48,050.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SHEARY, KATHRYN	104-Assistant Principal	\$97,579.00	1.00	22	15	\$0.00	\$0.00	\$0.00	\$252.00
SHELDON, MAGGIE M	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SHEPPARD, NATHAN L	104-Assistant Principal	\$96,853.00	1.00	22	15	\$0.00	\$0.00	\$0.00	\$210.00
SHIMIZU, LORI E	200-Teacher	\$48,490.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SHOOK, STEPHANIE	250-Special Education Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SHUGART, CHRISTOPHER	200-Teacher	\$47,450.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SHUMAKER, PATRICIA L	200-Teacher	\$10,963.33	0.24	4	10	\$0.00	\$0.00	\$0.00	\$4.20
SMITH, ALICIA M	200-Teacher	\$33,344.28	0.76	4	10	\$0.00	\$0.00	\$0.00	\$14.70
SMITH, ASHLEE	250-Special Education Teacher	\$55,990.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SMITH, GREGORY T	200-Teacher	\$72,410.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SMITH, KIMBERLY A	200-Teacher	\$46,410.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SMITH, LINDA RENE A	153-Special Education Supervisor	\$80,550.00	1.00	2	0	\$0.00	\$0.00	\$0.00	\$213.15
SMITH, SARAH E	200-Teacher	\$53,100.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SMOTHERS, MICHAEL L	250-Special Education Teacher	\$53,200.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SNYDER, RILEY	200-Teacher	\$21,359.72	0.51	2	5	\$0.00	\$0.00	\$0.00	\$14.70
SONDER, DEBORAH A R	200-Teacher	\$48,600.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SPRAGUE, DOUG L	200-Teacher	\$32,488.30	1.00	4	10	\$0.00	\$0.00	\$0.00	\$0.00
ST PIERRE, JOSIE L	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
STAPLES, JARED	200-Teacher	\$46,930.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
STARK, MADISON L	200-Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
STARK, SAMANTHA	200-Teacher	\$44,330.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
STEELE, BENJAMIN	200-Teacher	\$58,440.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$24.90
STOCK, JANICE E	153-Special Education Supervisor	\$79,950.00	1.00	2	0	\$0.00	\$0.00	\$0.00	\$202.44
STOGNER, EMILY B	200-Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
STONEBURG, TAMARA ANN	250-Special Education Teacher	\$54,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
STORER, BEVERLY	200-Teacher	\$64,830.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
STRANG, STEPHANIE	103-Principal	\$102,010.00	1.00	7	13	\$0.00	\$0.00	\$0.00	\$259.99
STUBBLEFIELD, LINDA K	200-Teacher	\$59,450.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SUAREZ, PHILLIP A	200-Teacher	\$44,750.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$16.44
SULASKI, BENJAMIN W	200-Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SWANBERG, FRANCES	200-Teacher	\$48,050.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SWANSON, ASHLEY N	250-Special Education Teacher	\$47,500.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SWEENEY, JOBETH	200-Teacher	\$46,930.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
SWENGEL, MICHAEL	200-Teacher	\$41,253.33	0.89	4	9	\$0.00	\$0.00	\$0.00	\$23.10
TALLENT, NATHANIEL J	104-Assistant Principal	\$75,208.00	1.00	7	13	\$0.00	\$0.00	\$0.00	\$204.70
TAYLOR, KIMBERLY K	200-Teacher	\$61,870.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20

Name	Position	Base Salary	FTE	Vacation	Sick	Bonuses	Annuities	Retirement	Other
				Days	Days			Enhancements	Benefits
THAXTON, AMY	250-Special Education Teacher	\$61,750.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
THEIS, JENNIFER L	200-Teacher	\$44,330.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
THEMER, RACHEL C	200-Teacher	\$44,330.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
THOMAS, ANGELA	200-Teacher	\$47,054.83	0.78	3	8	\$0.00	\$0.00	\$0.00	\$21.00
THOMAS, JENNIFER O	200-Teacher	\$65,910.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
THOMPSON, JOANN R	250-Special Education Teacher	\$49,150.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
Thompson, Marissa	250-Special Education Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
THOMPSON, STEVEN	200-Teacher	\$61,870.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
THORNTON, JOSHUA K	200-Teacher	\$57,000.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$21.73
TILLERY-ATEN, SONJA M	200-Teacher	\$73,737.06	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90
TODD, SHAWN W	200-Teacher	\$58,990.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
TORBERT, NICHOLE M	200-Teacher	\$72,410.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
TOZER, THERESSA D	200-Teacher	\$68,290.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
TRAGER, LINDSEY K	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
TRIMBY, MEGAN S	250-Special Education Teacher	\$51,387.50	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
TRIPP, BRENNIA JAE	200-Teacher	\$46,930.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
TRUONG, BENJAMIN	200-Teacher	\$43,810.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
TUCKER, CHASE R	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
TUCKER, KARISSA K	200-Teacher	\$53,100.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
TUCKER, MICHELLE	200-Teacher	\$77,073.59	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
TURNER, ELIZABETH	200-Teacher	\$54,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
VANDERBERG, BRANDY	200-Teacher	\$54,820.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
VANDERBERG, MICHELLE P	200-Teacher	\$51,006.22	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
VICICH, JASON	200-Teacher	\$58,870.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WAGERS, ANDREW W	200-Teacher	\$51,900.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WAKELAND, ANDREA	200-Teacher	\$43,810.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WALCZYK, SARAH J	200-Teacher	\$64,830.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WALDEN, CASSIE R	200-Teacher	\$39,902.78	0.94	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WALKER, CIARA R	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WALKER, HENRY	107-General Administrator or General Supervisor	\$109,305.00	1.00	22	15	\$0.00	\$0.00	\$0.00	\$278.04
WALKER, KAREN L	200-Teacher	\$52,060.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WALTON, G EDWARD	200-Teacher	\$70,000.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WASHBURN, ALLYSON P	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WATROUS, KRISTY M	200-Teacher	\$43,290.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WELLS, DIANE MARIE	250-Special Education Teacher	\$75,322.14	1.00	4	0	\$0.00	\$0.00	\$0.00	\$18.90
WELLS, VERNADENE	200-Teacher	\$62,110.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WERNECKE, OLIVIA	200-Teacher	\$43,810.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WERTHING, BARBARA MORROW	104-Assistant Principal	\$97,594.00	1.00	7	13	\$0.00	\$0.00	\$0.00	\$253.48

Name	Position	Base Salary	FTE	Vacation	Sick	Bonuses	Annuities	Retirement	Other
				Days	Days			Enhancements	Benefits
WEST, BENJAMIN	200-Teacher	\$52,450.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.06
WETZEL, ANGELA ANN	107-General Administrator or General Supervisor	\$83,646.00	1.00	7	13	\$0.00	\$0.00	\$0.00	\$215.88
WHITACRE, STEPHANIE M	200-Teacher	\$46,930.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WHITE, KATHERINE J	250-Special Education Teacher	\$47,500.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WIGGINS, MARIA	200-Teacher	\$44,850.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WILCOXON, NICOLE D	200-Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WILEN, CASEY S	200-Teacher	\$52,450.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WILLETT, MARLO A	200-Teacher	\$72,410.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WILLIAMS, BRITTANY L	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WILLIAMS, CARL B	200-Teacher	\$45,370.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WILLIAMS, ELIZABETH A	200-Teacher	\$50,800.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WILLIAMS, JUANITA M	200-Teacher	\$56,930.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WILLIAMS, KAREAM A	200-Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WILLIAMS, KIM VY H	200-Teacher	\$42,250.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WILLIAMS, STACEY M	200-Teacher	\$45,850.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WILSON, STACEY A	200-Teacher	\$51,370.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WINECKE, PHILLIP	200-Teacher	\$50,800.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WINTERS, ROBERT C	200-Teacher	\$71,350.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WISEMAN, JACLYN	200-Teacher	\$46,410.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WITTS, STACY L	104-Assistant Principal	\$72,665.00	1.00	2	13	\$0.00	\$0.00	\$0.00	\$183.54
WOLPERT, TERRY A	200-Teacher	\$74,701.88	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WOLTER, MORGAN C	200-Teacher	\$44,330.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.14
WOO, CHRISTINA L	250-Special Education Teacher	\$61,870.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WOOD, LACY	200-Teacher	\$44,850.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WOOD, STEPHEN S	200-Teacher	\$54,420.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WOODLAND, PATSY	200-Teacher	\$55,106.31	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WOOLLEN, HANG L	203-English as a Second Language Teacher	\$58,440.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WOOLSEY, LESLIE	200-Teacher	\$57,000.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
WRIGLEY, AMANDA N	250-Special Education Teacher	\$51,900.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
YOUNG, JENNIFER M	200-Teacher	\$45,890.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
YOUNG, MARGARET	250-Special Education Teacher	\$65,320.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
YOUNG, TONYAN	200-Teacher	\$35,534.78	0.81	3	8	\$0.00	\$0.00	\$0.00	\$21.00
ZAHM, AMY	103-Principal	\$140,060.00	1.00	22	15	\$0.00	\$0.00	\$0.00	\$364.77
ZAVADA, JESSICA A	250-Special Education Teacher	\$42,770.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
ZUEHLKE-DENOYER, ANN	200-Teacher	\$72,410.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$25.20
ZYCK, JOHN M	200-Teacher	\$63,950.00	1.00	4	10	\$0.00	\$0.00	\$0.00	\$18.90

Name	Position	Base Salary	FTE	Vacation Days	Sick Days	Bonuses	Annuities	Retirement Enhancements	Other Benefits
Totals									
Distinct Employee Count: 587		Distinct Positions Count: 590		Total Positions Count: 590		Vacation Days: 2698		Sick Days: 5854	
Base Salary: \$33,129,538.53		Bonuses: \$0.00		Annuities: \$0.00		Retirement Enhancements: \$7,984.00		Other Benefits: \$27,979.99	



Board of Education Decatur Public School District #61

Date: September 28, 2021	Subject: Three-Year (3) Retainer Contract Agreement between Decatur Public School District 61 and Bushe HR, Inc.
Initiated By: Jason M. Hood, Director of Human Resources, Dr. Todd Covault, Chief Operational Officer	Attachments: Three-Year (3) Retainer Contract Agreement between Decatur Public School District 61 and Bushe HR, Inc.
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

The District as well as other parts of the organization has researched how to provide additional support for the processes and procedures in Human Resources. The additional support is deemed necessary to help manage the continued risk and compliance challenges as Illinois continues to implement and/or change new and/or update laws and regulations for school districts.

CURRENT CONSIDERATIONS:

The Administration is recommending Bushue HR, Inc. Bushue's program will assist with human resources, safety, and insurance consulting (property and casualty and health insurance) services on a three-year retainer basis.

FINANCIAL CONSIDERATIONS:

If Board approved, the pay cycle for the services of the three-year retainer agreement will be as follows:

- November 01, 2021 – October 31, 2022: \$1,600 per month (annually \$19,200.00)
- November 01, 2022 – October 31, 2023: \$1,615 per month (annually \$19,380.00)
- November 01, 2023 – October 31, 2024: \$1,630 per month (annually \$19,560.00)

Bushue HR, Inc. will invoice the District on an annual basis.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the three-year (3) Retainer Contract Agreement between Decatur Public School District 61 and Bushe HR, Inc. as presented.

RECOMMENDED ACTION:

- ☒ Approval
☐ Information
☐ Discussion

BOARD ACTION: _____



Bushue HR, Inc.
P.O. Box 89
Effingham, IL 62401

Phone: (217) 342-3046
Fax: (217) 342-5673
Email: info@bushuehr.com

September 16, 2021

Attn: Bobbi Williams
Decatur Public Schools 61
101 W. Cerro Gordo Street
Decatur, IL 62523

Dear Ms. Williams:

Agreement

Agreement made November 1, 2021, between Decatur Public Schools 61, with principal offices at 101 W. Cerro Gordo Street, Decatur, IL 62523, hereinafter called "Client" and Bushue HR, Inc. with principal offices at P.O. Box 89, Effingham, IL 62401 hereinafter called "Consultant."

1. Services:

Consultant, as an independent contractor, agrees to provide, during the term of this agreement, the following services:

- **Bushue HR, Inc. agrees to provide Human Resource, Safety, & Insurance Consulting on a retainer basis.**
- **This consulting engagement may consist of participation in meetings, phone, e-mail, or fax as necessary. A complete breakdown of activities to be completed for the above services shall be developed with administration.**

2. Compensation:

The Client shall pay the rate of \$1,600 Per Month (Annually - \$19,200) for the period beginning November 1, 2021, and ending October 31, 2022; \$1,615 Per Month (Annually - \$19,380) for the period beginning November 1, 2022, and ending October 31, 2023; \$1,630 Per Month (Annually - \$19,560) for the period beginning November 1, 2023, and ending October 31, 2024.

3. Payment Terms:

- Consultant will invoice Client on an annual basis.
- A late payment fee of 5% of the amount due will be charged for any payment after its due date.

4. Term:

The initial term of this Agreement shall commence on the 1st day of November 2021, and end on or prior to the last day of October 2024, provided however that all services can be performed during this time. This agreement may be extended beyond the initial term or any extension term only by the written agreement of both parties.

Client Initial: _____
Office Initial: _____



Bushue HR, Inc.
P.O. Box 89
Effingham, IL 62401

Phone: (217) 342-3046
Fax: (217) 342-5673
Email: info@bushuehr.com

5. Designation of Duties:

Consultant shall receive his requests for services to be performed from:

- Superintendent;
- Financial Officer;
- Human Resource Officer;
- Decatur Public Schools 61 School Board

6. Reimbursable Expenses:

The following expenses will be billed to client in addition to compensation:

- Mailing, printing, advertising and reproduction or other expenses resulting directly from performance of services in the Agreement.

7. Indemnification: Limitation of Liability:

Client agrees that any and all loss, liability, demand, suit, expense, or cause of action arising out of consultant's acts or omissions during the performance of the services identified herein shall be limited to a sum equal to the amount paid by client to consultant in connection herewith. Consultant shall not be responsible for any fees, penalties, or fines client receives from Federal, State, or local governmental entities.

8. Attorney Fees:

In the event that a lawsuit is filed by consultant for the collection of any amount due consultant hereunder, the non-prevailing party shall pay the prevailing party's costs and expenses of such suit, including but not limited to reasonable attorney fees.

IN WITNESS WHEREOF, the parties have signed this Agreement:

Consultant _____ Date _____

Client(s) _____ Date _____



Board of Education Decatur Public School District #61

Date: September 28, 2021	Subject: Job Description Coordinator of Transportation
Initiated By: Jason M. Hood, Director of Human Resources and Henry J. Walker, Director of Operations	Attachments: Job Description Coordinator of Transportation
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

Human Resources staff and administrators are conducting an ongoing review of job descriptions for compliance with state and federal laws, district policies and agreements and/or with alignment of the current organizational structure with the essential duties and expectations of the position.

CURRENT CONSIDERATIONS:

The Coordinator of Transportation was updated to better align the responsibilities and duties with the expectations of the position and the current administrative structure. This job description was updated in the following areas:

- Purpose/Job Summary
- Qualifications
- Reports To
- Supervises
- Duties and Responsibilities

FINANCIAL CONSIDERATIONS:

This position is within current budget.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve this job description for Coordinator of Transportation as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

TITLE: Coordinator of Transportation

JOB GOAL: Serves as Coordinator of Transportation. Responsible for the general education routing and scheduling of all pupil transportation needs and oversees the automated routing and scheduling system. Works with pupils, parents, school administrators, the bus contractor, and the public to address and resolve transportation related problems. Helps manage budget for transportation services, fuel purchases and auxiliary transportation services. Manages the provision of services for compliance with ADA, 504, McKinney-Vento, Special Education, and Charter/Field trip services.

QUALIFICATIONS:

1. Bachelor's degree or at least five (5) years of experience in transportation is preferred.
2. Experience:
 - a. Some school bus managerial and/or school administrative experience is preferred.
 - b. General knowledge of school pupil transportation is preferred.
3. Skills, knowledge, and abilities:
 - a. Ability to exert strong leadership and to inspire superior performance in members of the staff.
 - b. Knowledge of best transportation practices and principles.
 - c. Ability to make firm decisions in the areas of responsibility and to delegate responsibility to members of the staff.
 - d. Ability to develop and implement short and long-range plans and progress.
 - e. Ability to function effectively as a member of the operations team.
 - f. Ability to communicate effectively in speech and writing.

REPORTS TO: Director of Operations

SUPERVISES: Oversees work of Bus Contractor

MAINTAINS LIAISON WITH:

- Board of Education
- All Administrators and staff
- Executive Cabinet, District Leadership Team, and Cabinet
- Legal Counsel
- Bus Contractors
- Transportation Analyst

DUTIES AND RESPONSIBILITIES:

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

1. Develop general education runs, stops, and routes for the school district.
2. Coordinate pupil transportation with schools, school bus contractor, and Decatur Public Transit.
3. Develops, implements, and interprets appropriate District-wide procedures and policies in relation to the transportation of students; ensures compliance with State laws relative to the transportation of students.

4. Development of procedures, systems, and controls relating to the transportation of students in a manner which will improve efficiency and minimize costs.
5. Works directly with the Purchasing Department, Special Education department, Director of Operations and the Board Attorney in the preparation of bid and contract documents relating to pupil transportation services.
6. Conduct research, develop specifications, let bids for transportation services, analyze bids, and make award recommendations to the Board of Education.
7. Supervises all aspects of the Routing and Scheduling area, Field Services area, and bus and route safety protocols of the Transportation Department.
8. Supervise and evaluate staff.
9. Gathers data and provides reports on pupil transportation services as needed to District Administrators.
10. Help advise Director of Operations and/or Superintendent on inclement weather days and drives areas of the district to determine if school needs to be closed.
11. Serves as the liaison between the bus contractor, the business sector, the community, building administration and staff concerning transportation related issues and problems.
12. Investigate and or facilitate the investigation of all complaints relating to the delivery of services under the contract with the school bus operator.
13. Oversees and assesses the accuracy of the automated routing and scheduling system.
14. Strive for the advancement of the use of technology to increase efficiency in the delivery of services of student transportation.
15. Supervises the design and implementation of all regular and special education bus routes and runs and works with bus contractor to coordinate routing of bus vehicles to maximize fleet usage.
16. Works with appropriate agencies to provide transportation services for students served by the McKinney-Vento Act
17. Assists in preparation of the operational budget for Transportation Services Department and monitors transportation expenditures/revenues fund.
18. Oversees the checking of all routes for hazards and safe stop placement.
19. Establishes the process to identify student addresses eligible for transportation to specific schools, including measurement of distance verification.
20. Performs additional duties as assigned by the Director of Operations.

TERMS OF EMPLOYMENT:

Salary to be based upon salary schedule established by the Board 261 days per year

GRADE LEVEL: 11

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;

PENDING BOE APPROVAL 9/28/2021

walking and standing approximately 50-75% of each shift. Employee must recognize differences in sounds, such as voices/noises that are loud and playful instead of angry and combative; ability to differentiate tones and volumes in conversation.

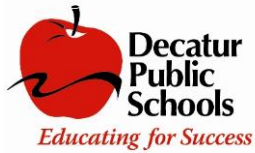
MENTAL DEMANDS:

Employee must ensure that children are supervised at all times, and children are involved in safe and appropriate activities. There may be a number of situations happening at once, and the employee 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 employee will be working in a busy and occasionally noisy environment. There may be a number of activities and situations happening at once, and the employee will have to supervise, or make sure students are supervised at all times.

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



Board of Education Decatur Public School District #61

Date: September 28, 2021	Subject: Job Description District Contact Tracer
Initiated By: Kathy Horath, Director of Special Education and Angela Wetzel, Coordinator of Health	Attachments: Job Description District Contact Tracer
Reviewed By: Bobbi Williams, Interim Superintendent and Jason Hood, Director of Human Resources	

BACKGROUND INFORMATION:

COVID-19 contact tracing has put undue burdens on district personnel. Nurses and Administrators report each positive case takes a minimum of 2 hours to contact trace. They are requesting support.

CURRENT CONSIDERATIONS:

This job description allows administration to hire multiple contact tracers to assist in the contact tracing efforts. These individuals will be overseen by the Coordinator of Health and will be deployed to buildings as needed. Contact Tracers will also be used to provide onsite staff support at the district testing center. This position is at-will, with hours and days flexible as needed.

FINANCIAL CONSIDERATIONS:

Hourly wages are commensurate with the ancillary wage schedule for parent liaisons.

STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education to approve this job description for District Contact Tracer as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

Title: District Contact Tracer

Qualifications:

- High school diploma or equivalent required. Education or work experience in health, health sciences or public health preferred.
- Ability to exhibit a professional, positive attitude and work ethic.
- Excellent interpersonal skills required and ability to interact professionally with culturally diverse individuals during a time of crisis and distress.
- Ability to show empathy to distressed individuals.
- Excellent organizational and communications skills.
- Ability to speak, read and write English.
- Ability to speak, read, and write Spanish is desired, but not required.
- Critical thinking and sound judgment required.
- Ability to handle confidential information with discretion and professionalism.
- Proficiency with computers.
- Valid driver's license and reliable means of transportation

Reports to:

- Coordinator of School Health Services

Job Goal:

Responsible for coordinating and collaborating with the School Nurses and School Staff when a positive COVID Case or exposure is reported. Communicate directly with the Macon County Health Department regarding cases. Follow District COVID protocols to determine close contacts and document cases. Communication with families regarding student illness and "Return to Learn Protocols", including appropriate follow-up for ill, isolated, or quarantined students.

Performance Responsibilities:

- Assists district nurse in tracing and monitoring contacts of infected students and staff. Notifies individuals and families of their exposure.
- Encourage staff and students to follow Macon County Health Department guidance to prevent additional transmission.
- Identify and notify individuals who might have come in contact with newly diagnosed individuals.
- Communicate with contacts in a professional and empathetic manner.
- Collect and record information on symptoms and testing.
- Provide information to contacts and newly diagnosed individuals to ensure they can follow proper quarantine procedures.
- Understand symptoms, infectious periods, and treatments.
- Collect and record data.

- Prepare reports and correspondence with the District Nurse Facilitator and/or District Safety Coordinator.
- Check in staff and students as needed at district testing center
- Monitor the collection of specimen at district testing center
- Transport specimen to local lab as needed
- Maintain strict confidentiality in relation to employees and students.
- Provide school staff with current information regarding student health problems which affect the learning process.
- Performs other duties as assigned.

Terms of Employment:

Hourly wages are based on education and experience as established by the Board of Education. This is a 184-day position, and it is an at-will position and is not a full year position. Hours and days may vary based on need. Benefits are established by Board policy.

Evaluation:

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

Physical/Mental 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 position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential position functions.

Physical Demands:

The employee works mostly with people, objects, and equipment in a school setting. The employee is required to read, write, and type in performing the essential duties of the job. The employee is regularly required to bend, stoop, twist, turn, reach, lift (occasionally up to 50 pounds), carry, pull, push, climb, and kneel. The employee is required to walk and stand approximately 50-75% of school day. Depth perception and field of vision are important. The employee must recognize differences in sound, such as voices/noises that are loud and playful instead of angry and combative.

Mental Demands:

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

Work Environment:

The employee will be working in a busy and occasionally noisy environment. There may be a number of activities and situations happening at once, and the employee will have to supervise, or make sure students are supervised at all times. The employee must have a valid driver's license and may be required to drive to sites outside the school setting. The employee may be required to transport children.



Board of Education Decatur Public School District #61

Date: September 28, 2021	Subject: ESSA 1003(a) School Improvement Grant Learning Partner Contract with Consortium for Educational Change (CEC) and Stephen Decatur Middle School 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 Stephen Decatur Middle School and Franklin Grove Elementary
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

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

The SIP serves as a narrative and outlines the processes and programs, 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. Stephen Decatur Middle School
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 Stephen Decatur Middle School and CEC is for \$43,200.
- The contract between Franklin Grove Elementary is for \$30,000.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve Consortium for Educational Change (CEC) individual Learning Partner contract with Stephen Decatur Middle School and Franklin Grove Elementary as presented.

RECOMMENDED ACTION:

- ☒ 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 ("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,

Shelley Taylor, Executive Director
Consortium for Educational Change

September 22, 2021
Date

I, Todd Covault, Chief Operational Officer, Decatur School District 61, have read the above and agree to comply with the obligations described herein.

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 - TCovault@dps61.org

Cc: Eldon Conn - econn@dps61.org

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 New Teacher Support and Coaching
Stephen Decatur MS

18 Consultant Days

Total Consulting Days

18 Consultant Days

CEC Cost

Total Days: 18 days at \$2,400/ day/consultant

\$43,200.00

Total Project Cost

\$43,200.00

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 New Teacher Support and Coaching Stephen Decatur MS		
Time/Date	Task Name	Cost
October – May, 2022	Monthly Group Sessions Topic-based collaboration support sessions for new teachers - 1 per month	8 months x 1 hr. = 8 hours 8 hrs. @ \$300/hour = \$2,400
October – May, 2022	Planning for Group Sessions <ul style="list-style-type: none"> Consultant planning - quarter day per month 	8 sessions x 2 hrs. = 16 hours 16 hours @ \$300/hour = \$4,800
October – May, 2022	Monthly Leadership Sessions <ul style="list-style-type: none"> Debrief Development and implementation of monitoring and accountability system - 1 per month	8 months x 1 hr. = 8 hours 8 hrs. @ \$300/hour = \$2,400
October – May, 2022	Individual Coaching Support Sessions <ul style="list-style-type: none"> Personalized collaboration support sessions for new teachers (6 teachers per month) 	8 months x 6 sessions x 1 hr. = 48 hours 48 hours @ \$300/hour = \$14,400
October – May, 2022	Planning for Individual Sessions <ul style="list-style-type: none"> Consultant planning - quarter day per month 	8 months x 6 sessions x 1 hr. = 48 hours 48 hours @ \$300/hour = \$14,400
October – May, 2022 Quarterly Meeting	Progress Monitoring Support Tier 4 (Comprehensive) <ul style="list-style-type: none"> ISBE Quarterly Report Prep and Quarterly Meeting Participation 	4 sessions x 4 hrs. = 16 hours 16 hrs. @ \$300/hour = \$4,800



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 ("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,

Shelley Taylor, Executive Director
Consortium for Educational Change

September 22, 2021
Date

I, Todd Covault, Chief Operational Officer, Decatur School District 61, have read the above and agree to comply with the obligations described herein.

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 - TCovault@dps61.org

Cc: Eldon Conn - econn@dps61.org

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 New Teacher Support and Coaching
Stephen Decatur MS

18 Consultant Days

Total Consulting Days

18 Consultant Days

CEC Cost

Total Days: 18 days at \$2,400/ day/consultant

\$43,200.00

Total Project Cost

\$43,200.00

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 New Teacher Support and Coaching Stephen Decatur MS		
Time/Date	Task Name	Cost
October – May, 2022	Monthly Group Sessions Topic-based collaboration support sessions for new teachers - 1 per month	8 months x 1 hr. = 8 hours 8 hrs. @ \$300/hour = \$2,400
October – May, 2022	Planning for Group Sessions <ul style="list-style-type: none"> Consultant planning - quarter day per month 	8 sessions x 2 hrs. = 16 hours 16 hours @ \$300/hour = \$4,800
October – May, 2022	Monthly Leadership Sessions <ul style="list-style-type: none"> Debrief Development and implementation of monitoring and accountability system - 1 per month	8 months x 1 hr. = 8 hours 8 hrs. @ \$300/hour = \$2,400
October – May, 2022	Individual Coaching Support Sessions <ul style="list-style-type: none"> Personalized collaboration support sessions for new teachers (6 teachers per month) 	8 months x 6 sessions x 1 hr. = 48 hours 48 hours @ \$300/hour = \$14,400
October – May, 2022	Planning for Individual Sessions <ul style="list-style-type: none"> Consultant planning - quarter day per month 	8 months x 6 sessions x 1 hr. = 48 hours 48 hours @ \$300/hour = \$14,400
October – May, 2022 Quarterly Meeting	Progress Monitoring Support Tier 4 (Comprehensive) <ul style="list-style-type: none"> ISBE Quarterly Report Prep and Quarterly Meeting Participation 	4 sessions x 4 hrs. = 16 hours 16 hrs. @ \$300/hour = \$4,800



Board of Education Decatur Public School District #61

Date: September 28, 2021	Subject: ESSA 1003(a) School Improvement Grant Learning Partner Contract with Illinois Association of Regional School Superintendents (IARSS, ROE #39) and Stephen Decatur Middle School and American Dreamer Stem Academy
Initiated By: Mary Ann Schloz, Assistant Director of Finance, Grants, & Special Projects	Attachments: IL-EMPOWER Service Agreement for Learning Partner services for Stephen Decatur Middle School and American Dreamer Stem Academy
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

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

The SIP serves as a narrative and outlines the processes and programs, 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 Illinois Association of Regional School Superintendents (IARSS, ROE #39).

1. Stephen Decatur Middle School
2. American Dreamer Stem Academy

FINANCIAL CONSIDERATIONS:

The individual contracts with Illinois Association of Regional School Superintendents (IARSS, ROE #39) will be paid in full using ESSA 1003(a) School Improvement Grant funds and Title I funds.

- The contract between Stephen Decatur Middle School and ROE #39 is for \$12,600
- The contract between American Dreamer Stem Academy and ROE #39 is for \$18,750

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve Illinois Association of Regional School Superintendents (IARSS, ROE #39) individual Learning Partner contract with Stephen Decatur Middle School and American Dreamer Stem Academy as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

2021-2022 SERVICE AGREEMENT

Scope of Services

June 10, 2021

School: Stephen Decatur Middle School Principal: Eldon Conn

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

Scope of Services	Timelines	Benchmarks/Deliverables	Costs
Administrative coaching and guidance	August 2021 through June, 2022	Implement monthly school improvement activities aligned to SIP goals	1.5 hours X \$300 per hour = \$4950
School Improvement Team Consultation	3 rd Tuesday of every month, September through May	Complete grant revisions, IQFSR, set tasks/activities, monitor implementation	1.5 hours X 9 months X \$300 = \$4050

A. 2. Curriculum and Instruction

Scope of Services	Timelines	Benchmarks/Deliverables	Costs
Data analysis with Education Lane Consultant, Dr. Cathleen Weber	September, 2021 through May, 2022	Understanding data—4 sessions, receipt of IAR scores and Fastbridge testing, totaling 12 hours (4, 3-hour sessions)	\$300 per hour X 12 hours = \$3600

A. 3. Climate and Culture

Scope of Services	Timelines	Benchmarks/Deliverables	Costs

EXHIBIT B—BUDGET

(Insert information in the chart below. Create additional rows in the chart as needed.)

Activity	Detail	Timeline of Deliverable	Cost per Unit	Total Cost
Administrative Coaching	11 months: Monthly calls, emails, Zoom, in-person meetings	TBD by principal and Education Lane consultant	1.5 hours X 11 months X \$300	\$4950.00
SI Team Consult	Participate in monthly SI team meetings	9 months: 3 rd Tuesday of each month, September through May	1.5 hours X 9 months X \$300	\$4500.00
Data Analysis	IAR/Fastbridge	4, 3-hour sessions after assessment results are received	\$300 per hour X 12	\$3600.00
			Total	\$12,600.00

Matthew Snyder

Signature of District/School Fiscal Agent

Signature of Service Provider

2021-2022 SERVICE AGREEMENT

Scope of Services

June 10, 2021

School: American Dreamer Stem Academy Principal: Julie Fane

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

Scope of Services	Timelines	Benchmarks/Deliverables	Costs
Administrative Coaching and Guidance	August, 2021 through June, 2022	Implement monthly school improvement activities aligned to SIP goals	1.5 hours X 11 months X \$300 per hour = \$4950
School Improvement Team Consultation	1 st Tuesday of each month, September through May: 9/7, 10/5, 11/2, 12/7, 01/04; 2/1, 3/1, 4/5, and 5/3	Complete grant revisions, IQFSR, set tasks and activities, monitor implementation	2 hours X 9 months X \$300 = \$5400

A. 2. Curriculum and Instruction

Scope of Services	Timelines	Benchmarks/Deliverables	Costs
Data analysis with Education Lane, LLC Consultant, Dr. Cathleen Weber	September, 2021 through May, 2022	Understanding data—4 sessions, receipt of IAR scores and Fastbridge testing, totaling 12 hours; 4, 3-hour sessions	\$300 per hour X 12 hours = \$3600
Professional development to align math curriculum	August, 2021 through May, 2022	Establish common teacher expectations in the mathematics classroom; align curriculum to the priority standards	\$300 per hour X 20 hours = \$6000

A. 3. Climate and Culture

Scope of Services	Timelines	Benchmarks/Deliverables	Costs

EXHIBIT B—BUDGET

(Insert information in the chart below. Create additional rows in the chart as needed.)

Activity	Detail	Timeline of Deliverable	Cost per Unit	Total Cost
Administrative Coaching	11 months: Monthly calls, emails, Zoom, and in person meetings	TBD by principal and consultant	1.5 hours X 11 months X \$300	\$4950.00
SI Team Consult	Participate in monthly SI Team meetings	9 months: 3 rd Tuesday of each month, September through May	2 hours X 9 months X \$300	\$5400.00
Data Analysis	IAR/Fastbridge	4, 3-hour sessions after assessment results are received	\$300 per hour X 12 hours	\$3600.00
Math Professional Development	<ul style="list-style-type: none"> Math practices extended response Developing primary math practices Aligning math priority standards Personalized PD as determined by SI team 	August 2021 through May, 2022	4 presentations X 4 hours personalized work X \$300 per hour	\$4800.00
			Total	\$18,750.00

Matthew Snyder

Signature of District/School Fiscal Agent

Signature of Service Provider



Board of Education Decatur Public School District #61

Date: September 28, 2021	Subject: ESSA 1003(a) School Improvement Grant Learning Partner Contract with Houghton Mifflin Harcourt (HMH) and Stephen Decatur Middle School, Parsons Elementary, Montessori Academy for Peace, Hope Academy, and Baum Elementary
Initiated By: Mary Ann Schloz, Assistant Director of Finance, Grants, & Special Projects	Attachments: IL-EMPOWER Service Agreement for Learning Partner services for Stephen Decatur Middle School, Parsons Elementary, Montessori Academy for Peace, Hope Academy, and Baum Elementary
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

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

The SIP serves as a narrative and outlines the processes and programs, 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:

The attached contracts are for the service relationship with Houghton Mifflin Harcourt (HMH).

1. Stephen Decatur Middle School
2. Parsons Elementary
3. Montessori Academy for Peace
4. Hope Academy
5. Baum Elementary

FINANCIAL CONSIDERATIONS:

The individual contracts with Houghton Mifflin Harcourt (HMH) will be paid in full using ESSA 1003(a) School Improvement Grant funds and Title I funds.

- The contract between Stephen Decatur Middle School and HMH is for \$24,544.

- The contract between Parsons Elementary and HMH is for \$29,492.
- The contract between Montessori Academy for Peace and HMH is for \$32,212.
- The contract between Hope Academy and HMH is for \$32,982.
- The contract between Baum Elementary Peace and HMH is for \$16,876.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve Houghton Mifflin Harcourt (HMH) individual Learning Partner contract with Stephen Decatur Middle School, Parsons Elementary, Montessori Academy for Peace, Hope Academy, and Baum Elementary as presented.

RECOMMENDED ACTION:

- ☒ Approval
☐ Information
☐ Discussion

BOARD ACTION: _____

TERMS APPLICABLE TO SERVICES

In addition to the General Terms, the following terms apply to the purchase of Services. In the event of a discrepancy between the General Terms and the Terms Applicable to Services, the Terms Applicable to Services shall apply.

PURCHASE ORDER. At least thirty (30) days prior to the first date of Services, Customer shall provide HMH with a purchase order. If Customer's purchase practice is not to provide a purchase order, Customer agrees that it shall sign a Services Agreement or contract and make prompt payment under the terms set forth herein for all Services delivered to Customer by HMH.

LOGISTICS. No less than thirty (30) days before a Services Date, Customer shall provide to HMH the following information: shipping address for materials, the address and other pertinent details (e.g., room number) of Services delivery sites, and the number of participants for each day of Services to be delivered. HMH reserves the right to charge Customer expedited shipping charges if additional shipping or handling charges are incurred by HMH, or to reschedule the Services without penalty, as a result of Customer's failure to provide the necessary information within this timeframe.

SCHEDULING, RESCHEDULING AND CANCELLATION. The scheduling of Services to be delivered on specified dates ("Services Dates") shall be outlined in the purchase order or agreement. Services to be delivered on dates to be determined ("TBD Dates") must be delivered within twelve (12) months of HMH's receipt of the purchase order or other agreement. Fees paid for any TBD Dates not consumed within twelve (12) months will be forfeited by the Customer. When scheduling TBD Dates, the Customer shall contact HMH at least six (6) weeks prior to the first day on which the Customer would like the Services to begin. HMH cannot guarantee availability of dates for specific consultants.

DATE CHANGES/RESCHEDULING.

Services Dates, once scheduled, may be changed only upon the mutual agreement of HMH and the Customer. In addition to rescheduling fees, as set forth below, any change to the dates or the type of Services herein may change the fees that will be charged.

Any date change requests must be received by HMH from the Customer no less than thirty (30) days prior to the scheduled Services Date. All rescheduled Services Dates must be delivered within twelve (12) months of HMH's receipt of the purchase order or other agreement. All rescheduled Services Dates not consumed within twelve (12) months will be forfeited by the Customer and no refund of any prepaid fees shall be given.

For any Services Date changes made at any time by Customer for any reason, Customer shall reimburse HMH 100% of any out-of-pocket travel or other ancillary

costs spent by HMH in connection with preparation for providing the Services (e.g., travel already booked).

CANCELLATIONS/DEFAULT.

Customer may cancel Services without incurring any cancellation fee prior to the scheduling of a Services Date by providing HMH no less than thirty (30) days' written notice prior to the Services Date.

Cancellations received from Customer less than thirty (30) days prior to the Services Date shall result in payment by Customer of a cancellation fee of 50% of the fees for the cancelled Services. Cancellations received from Customer less than seven (7) days in advance of the Services Date shall result in payment by Customer of a cancellation fee of 75% of the fees for the cancelled Services.

Cancellations received from Customer less than 24 hours prior to the Services Date, or if Customer is absent from the scheduled Service ("no-show"), shall result in payment by Customer of a cancellation fee of 100% of the fees for the cancelled Services.

If a cancellation involves more than one Service Date, any cancellation fees shall be prorated accordingly. In all cases, Customer shall pay for any Services actually delivered.

For any cancellation of Services Dates at any time for any reason, Customer shall reimburse HMH 100% of any out-of-pocket travel or other ancillary costs spent by HMH in connection with preparation for providing the Services in accordance with this Agreement (e.g., travel already booked).

PROHIBITION ON REPRODUCTION. No part of the Services or any related materials may be videotaped, audio taped, photographed or in any way copied, excerpted, reproduced or distributed without the prior written consent of HMH. Participants may be asked to leave if they engage in this activity and will be required to delete any unauthorized recordings.

SERVICES AGREEMENT

DATE: September 7, 2021

NAME OF SCHOOL: Decatur Public Schools #61 / **Stephen Decatur Middle School**

ADDRESS OF SCHOOL: #1 Education Park, Decatur, IL 62526

Coaching Membership

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



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

Quantity	Service Description	Cost
6	In-person Coaching Visit <i>6 days (\$3,234 per day)</i>	\$19,404.00
12	Live Online Coaching Session <i>12, 30-minute sessions (\$300 per session)</i>	\$3,600.00
20	HMH Coaching Studio Licenses <i>Access to HMH Coaching Studio for up to 20 Teachers (\$77 per license)</i>	\$1,540.00
Total (All Inclusive)		\$24,544

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

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

CLIENT:

Signature:

Date:

Printed Name:

Title:

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

SERVICES AGREEMENT

DATE: September 15, 2021

NAME OF SCHOOL: Decatur Public Schools #61 / **Parson's Accelerated Elementary School**

ADDRESS OF SCHOOL: 3591 Mac Arthur Blvd, Decatur, IL 62526

Coaching Membership

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



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

Quantity	Service Description	Cost
4	In-person Coaching Visit <i>4 days (\$3,234 per day)</i>	\$14,400.00
48	Live Online Coaching Session <i>48, 30-minute sessions (\$300 per session)</i>	\$12,936.00
28	HMH Coaching Studio Licenses <i>Access to HMH Coaching Studio for up to 28 Teachers (\$77 per license)</i>	\$2,156.00
Total (All Inclusive)		\$29,492.00

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

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

CLIENT:

Signature:

Date:

Printed Name:

Title:

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

SERVICES AGREEMENT

DATE: September 14, 2021

NAME OF SCHOOL: Decatur Public Schools #61 / **Montessori Academy for Peace**

ADDRESS OF SCHOOL: 4735 E. Cantrell Rd, Decatur, IL 62521

Coaching Membership

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



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

Quantity	Service Description	Cost
8	In-person Coaching Visit <i>8 days (\$3,234 per day)</i>	\$25,872.00
16	Live Online Coaching Session <i>16, 30-minute sessions (\$300 per session)</i>	\$4,800
20	HMH Coaching Studio Licenses <i>Access to HMH Coaching Studio for up to 20 Teachers (\$77 per license)</i>	\$1,540.00
Total (All Inclusive)		\$32,212

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

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

CLIENT:

Signature:

Date:

Printed Name:

Title:

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

SERVICES AGREEMENT

DATE: September 21, 2021

NAME OF SCHOOL: Decatur Public Schools #61 / **Hope Academy**

ADDRESS OF SCHOOL: 955 N. Illinois St, Decatur, IL 62521

Coaching Membership

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



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

Quantity	Service Description	Cost
8	In-person Coaching Visit <i>8 days (\$3,234 per day)</i>	\$25,872.00
16	Live Online Coaching Session <i>16, 30-minute sessions (\$300 per session)</i>	\$4,800.00
30	HMH Coaching Studio Licenses <i>Access to HMH Coaching Studio for up to 30 Teachers (\$77 per license)</i>	\$2,310.00
Total (All Inclusive)		\$32,982.00

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

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

CLIENT:

Signature:

Date:

Printed Name:

Title:

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

SERVICES AGREEMENT

DATE: September 17, 2021

NAME OF SCHOOL: Decatur Public Schools #61 / **Baum Elementary**

ADDRESS OF SCHOOL: 801 S. Lake Ridge Ave, Decatur, IL 62521

Coaching Membership

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



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

Quantity	Service Description	Cost
4	In-person Coaching Visit <i>4 days (\$3,234 per day)</i>	\$12,936.00
8	Live Online Coaching Session <i>8, 30-minute sessions (\$300 per session)</i>	\$2,400.00
20	HMH Coaching Studio Licenses <i>Access to HMH Coaching Studio for up to 20 Teachers (\$77 per license)</i>	\$1,540.00
Total (All Inclusive)		\$16,876.00

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

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

CLIENT:

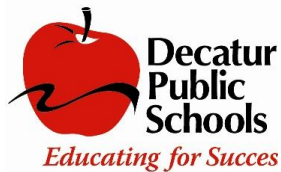
Signature:

Date:

Printed Name:

Title:

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



Board of Education Decatur Public School District #61

Date: September 28, 2021	Subject: Restorative Practices Invoice Payment to Pathways 2 Restorative Leadership
Initiated By: Lawrence Trimble, Director of Student Services	Attachments: Invoice
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

As part of the Resolution on Racism, Section 9 was dedicated to the district-wide implementation of Restorative Practices. The evidenced-based approach studies how to strengthen relationships between individuals and communities. Restorative Practices has been placed on the Professional Learning Community days at all schools.

CURRENT CONSIDERATIONS:

Administration is requesting board approval for payment of the invoice to Pathways 2 Restorative Leadership. Mr. Kevin Jones and Pathways 2 Restorative Leadership will work with schools on developing their Restorative Practice Action Plans.

FINANCIAL CONSIDERATIONS:

The invoice payment of \$27,000 has been added to the Department of Student Services budget.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Restorative Practices Invoice Payment to Pathways 2 Restorative Leadership as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

Kevin Jones
1 Essex Avenue
Mackinaw, Illinois
61755



Laurence Trimble, Decatur Public School
400 E. Cerro Gordo Street
Decatur, IL 62523

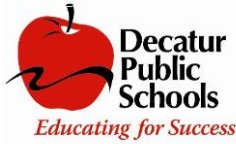
INVOICE

Invoice # 0000018

Invoice Date 09/12/2021

Due Date 09/12/2021

Item	Description	Unit Price	Quantity	Amount
Service	Restorative Practices PD	3000.00	1.00	3,000.00
Service	Restorative Practices PD	3000.00	1.00	3,000.00
Service	Restorative Practices PD	3000.00	1.00	3,000.00
Service	Restorative Practices PD	3000.00	1.00	3,000.00
Service	Restorative Practices PD	3000.00	1.00	3,000.00
Service	Restorative Practices PD	3000.00	1.00	3,000.00
Service	Restorative Practices PD	3000.00	1.00	3,000.00
Service	Restorative Practices PD	3000.00	1.00	3,000.00
Service	Restorative Practices PD	3000.00	1.00	3,000.00
Service				
Service				
Service				
		Subtotal		27,000.00
		Total		27,000.00
		Amount Paid		0.00
		Balance Due		\$27,000.00



Board of Education Decatur Public School District #61

Date: September 28, 2021	Subject: SOPPA Amendment to Parents Rights
Initiated By: Maurice Payne, Director of Information Technology	Attachments: SOPPA Amendment to Parents Rights - Press 7-345 AP E4
Reviewed By: Dr. Todd Covault, Treasurer and Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

The district is required to comply with the Student Online Personal Protection Act (SOPPA) as noted in 105 ILCS 85 and incorporated in Board policy 7:345 to ensure that data is used for the beneficial purpose such as providing personalized learning and innovative educational technologies.

CURRENT CONSIDERATIONS:

SOPPA requires the District to notify parents of their rights to inspect and review data, request a paper or electronic copy of data, or request a factual correction of data. PRESS (Policy Reference Education Subscription Service) released an updated SOPPA Parental Rights notice.

SOPPA guidelines state the district must:

Post on the District's website a description of the procedures parents/guardians may use to carry out their rights under 105 ILCS 85/33 regarding their children's covered information, as required by 105 ILCS 85/27(4).

FINANCIAL CONSIDERATIONS:

There is no direct financial cost with posted an updated SOPPA Parental Rights Notice.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the SOPPA Amendment to Parents Rights as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

Students

Exhibit – Notice of Parent Rights Regarding Student Covered Information

Post on the District's website a description of the procedures parents/guardians may use to carry out their rights under 105 ILCS 85/33 regarding their children's covered information, as required by 105 ILCS 85/27(4).

The contact information for the District's Privacy Officer or other staff member designated to respond to parent/guardian requests for their child's covered information follows:

Name

Address

Email

Telephone

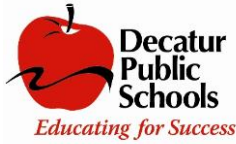
Under the Illinois Student Online Personal Protection Act (SOPPA), you have the right to review your child's *covered information*. *Covered information* means personally identifiable information (PII) or information linked to PII in any media or format that is not publicly available and is any of the following: (1) created by or provided to an operator by a student or the student's parent/guardian in the course of the student's or parent/guardian's use of the operator's site, service or application; (2) created by or provided to an operator by an employee or agent of the District; or (3) gathered by an operator through the operation of its site, service, or application. *Operators* are entities (such as educational technology vendors) that operate Internet websites, online services, online applications, or mobile applications that are designed, marketed, and primarily used for K-12 school purposes.

Under SOPPA, you have a right to:

- 1. Request to inspect and review your child's covered information, whether it is maintained by the District, the Ill. State Board of Education (ISBE), or an operator.**
 - a. The District will provide you with the opportunity to inspect and review your child's covered information within the timeframe prescribed by State rules.
 - b. If the covered information requested includes data on other students, your access will be limited to the covered information relevant to your child.
 - c. If the covered information you request includes your child's school student records, the District will permit you to inspect and review any school student records of your child in accordance with the District's procedures for student records requests. See 7:340-AP1, E1, *Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records*.
- 2. Request a copy of your child's covered information, in electronic or paper form.**
 - a. The District will provide the copy to you within the timeframe prescribed by State rules.
 - b. If you request an electronic copy, the District will provide you the copy in an electronic format, unless the District does not maintain the information in electronic format and reproducing it in an electronic format would be unduly burdensome to the District.
 - c. If you request a paper copy, the District will charge you the reasonable cost of copying in the amount authorized by State rules. However, you will not be denied a copy if you have an inability to pay.

- d. You are limited to the number and frequency of copying requests provided by State rules.
 - e. If the covered information you request includes your child's school student records, the District will provide a copy of your child's school student records to you in accordance with the District's procedures for student records requests. See 7:340-AP1, E1, *Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records*.
- 3. Request corrections to factual inaccuracies contained in your child's covered information.**
- Upon receipt of a request, the District will take the following steps:
- a. The District will review your request and determine if the factual inaccuracy exists.
 - b. If the District determines that a factual inaccuracy exists, and the District maintains or possesses the covered information, it will correct the inaccuracy and confirm the correction with you within 90 calendar days after receiving your request.
 - c. If the District determines that a factual inaccuracy exists and an operator or ISBE maintains the information, the District will notify the operator or ISBE of the factual inaccuracy and the correction to be made. The operator or ISBE is required to confirm the correction with the District within 90 calendar days after it receives the District's notice. The District will then confirm the correction with you within 10 business days after it receives the confirmation of the correction from the operator or ISBE.
 - d. If the covered information you are requesting be corrected includes your child's school student records, the District will follow its procedures for amendment of student records with respect to those school student records. See 7:340-AP1, E1, *Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records*.

To make a request to inspect and review, copy, and/or correct your child's covered information, please contact the staff member identified above and specify the nature of your request. You will need to submit your request in writing, utilizing any form the District requires.



Board of Education Decatur Public School District #61

Date: September 28, 2021	Subject: Vendor Agreements to be in Compliance with SOPPA (Student Online Personal Protection Act)
Initiated By: Maurice Payne, Director of Information Technology	Attachments: <ul style="list-style-type: none">• Blackboard• Panorama• Parchment
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

The district is required to comply with the Student Online Personal Protection Act (SOPPA) as noted in 105 ILCS 85 and incorporated in Board policy 7:345 to ensure that data is used for the beneficial purpose such as providing personalized learning and innovative educational technologies. In addition, the SOPPA requires the District to enter into Data Privacy Agreements with Operators (i.e. software providers) to ensure specific operator duties and prohibitions.

CURRENT CONSIDERATIONS:

Blackboard, Panorama, and Parchment have submitted a custom Data Privacy Agreements. Refer to Exhibit H on each DPA to review the custom language.

Legal counsel has reviewed the changes in the Data Privacy Agreements and recommend them for Board approval.

FINANCIAL CONSIDERATIONS:

There are no direct financial costs associate with approving the custom SOPPA Data Privacy Agreements.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the custom Vendor Agreement to be in Compliance with SOPPA (Student Online Personal Protection Act) as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

Standard Student Data Privacy Agreement

**IL-NDPA Standard
Version 1.0a**

Decatur School District 61

and

Blackboard Inc.

This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between: Decatur School District 61, located at 101 W. Cerro Gordo Street, Decatur, IL 62523-1091] (the “**Local Education Agency**” or “**LEA**”) and Blackboard Inc., located at 11720 Plaza America Drive, Reston, Virginia 20190 (the “**Provider**”).

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
 - ☒ If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
 - ☒ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit “H”. (Optional)**
 - ☐ If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”).
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: _____ Title: _____

Address: _____

Phone: _____ Email: _____

The designated representative for the Provider for this DPA is:

Name: Michael Pohorylo Title: Associate General Counsel

Address: 11720 Plaza America Drive, Reston, Virginia 20190

Phone: 800-424-9299 Email: GeneralCounsel@Blackboard.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA:

By: _____ Date: _____

Printed Name: _____ Title/Position: _____

Provider: Blackboard Inc.

By:  Date: September 17, 2021

Printed Name: Michael Pohorylo Title/Position: Associate General Counsel

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider’s employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".
7. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits**. No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

The services are described in the order form and Service Agreement.

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input checked="" type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input checked="" type="checkbox"/>
Attendance	Student school (daily) attendance data	<input checked="" type="checkbox"/>
	Student class attendance data	<input checked="" type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input checked="" type="checkbox"/>
Conduct	Conduct or behavioral data	<input checked="" type="checkbox"/>
Demographics	Date of Birth	<input checked="" type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input checked="" type="checkbox"/>
	Other demographic information-Please specify: - Phone number - Email/SMS - Address	<input checked="" type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input checked="" type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input checked="" type="checkbox"/>
	Year of graduation	<input checked="" type="checkbox"/>
	Other enrollment information-Please specify: Counselor can be assigned to group of students	<input checked="" type="checkbox"/>
Parent/Guardian Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if Used by Your System	
	Phone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>	<input type="checkbox"/>
	Low income status - Free / Reduced lunch status	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Medical alerts/ health data	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>	<input type="checkbox"/>
	Other indicator information-Please specify: - Customized fields allow for customer-specific data	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student Contact Information	Address	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>	<input type="checkbox"/>
	Provider/App assigned student ID number	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Student app passwords	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>	<input type="checkbox"/>
	Other student work data -Please specify: - Assignments details - Customized Flex fields for uploads of spreadsheet/PDFs per student	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Transcript	Student course grades	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Student course data	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	<input checked="" type="checkbox"/>
	Other transcript data - Please specify:	<input checked="" type="checkbox"/>
Transportation	Student bus assignment	<input checked="" type="checkbox"/>
	Student pick up and/or drop off location	<input checked="" type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	<p>Please list each additional data element used, stored, or collected by your application:</p> <p>District determined</p> <ul style="list-style-type: none"> - Customized Flex fields for uploads of spreadsheet/PDFs per student - Customized fields allow for customer data <p>Photos</p> <ul style="list-style-type: none"> - Student photos can be uploaded 	<input checked="" type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

EXHIBIT "C"

DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

☒ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Data that is (i) required by applicable laws; (ii) required as part of our automated backup and recovery processes so long as the backup and recovery storage system is inaccessible to the public and unable to be used in the ordinary course of business by Blackboard; (iii) an Authorized User has downloaded, saved, transferred or otherwise maintained their own personal information in a personal account; and/or (iv) it is aggregated or De-Identified Data and Blackboard has implemented technical safeguards and business processes to prohibit the reidentification of the information with an individual. If you request deletion of Personal Information in archival and back-up-files, you shall bear the costs including costs for business interruptions associated with such request.]

☐ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

☒ Disposition shall be by destruction or deletion of data. Upon request, data can be returned.

☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[]

3. Schedule of Disposition

Data shall be disposed of by the following date:

☒ As soon as commercially practicable.

☐ By []

EXHIBIT "E"

[Intentionally omitted]

EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks

2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider.

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input checked="" type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input checked="" type="checkbox"/>	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

Provider security measures

The Provider uses the following technical and organizational measures to protect Student Data:

Management controls

- The Provider maintains a comprehensive information security program with an appropriate governance structure (including a dedicated Information Security team) and written security policies to oversee and manage risks related to the confidentiality, availability and integrity of Personal Information.
- The Provider aligns its information security program and measures with industry best practices, such as the International Organization for Standardization (ISO)/International Electrotechnical Commission (IEC) 27001, Open Web Application Security Project (OWASP), and National Institute of Standards and Technology (NIST) 800 frameworks. These controls are distilled and incorporated into an internal compliance framework that is applicable to all products and services.
- The Provider uses internal resources and third-party contractors to perform audits and vulnerability

assessments and provide guidance on best practices for select systems containing Student Data. System assessments and network audits are performed regularly. Issues identified during audits are prioritized and remediated as part of ongoing security monitoring using a risk management methodology.

- The Provider's employees receive security and data privacy training when they start and regularly thereafter. Awareness campaigns are used to raise awareness about information security risks and our information security policies and procedures. Select staff, such as developers, receive additional security training tailored to their job role. Completion of training is tracked.
- New employees undergo background checks prior to onboarding, where permitted by applicable law, and sign a confidentiality agreement.
- Employees are required to comply with internal policies on the acceptable use of corporate IT assets. These policies address requirements on clean desk and secure workspaces, protecting system resources and electronic communications, protecting information, and general use of technology assets. The Provider's employees are made aware that non-compliance with these policies can lead to disciplinary action, up to and including termination of employment/contract.
- The Provider maintains a vendor risk management program to manage the security and integrity of its supply chain. The procurement process for third party service providers that have access to confidential information (including Student Data) includes a vendor security and privacy assessment review and a contract review by the Legal team.
- The Provider has a documented security incident response process for responding to, documenting, and mitigating security incidents and notifying its clients, authorities or other parties as required. The process is tested regularly.

Admission control

- The Provider employs appropriate physical safeguards to prevent unauthorized persons from gaining access to the premises where Student Data is collected, processed and used. Such premises may only be entered by the Provider and/or its agents.
- The Provider and its service providers implement physical security controls for the data centers used to store Student Data. These controls are commensurate with industry best practices and local regulations, which include 24x7x365 video monitoring, guards, secured ingress/egress, badged access, sign-in/sign-out logs, restricted access, and other best practices.
- The Provider uses appropriate measures to secure buildings, such as using access cards or fobs for employee access.
- The Provider uses appropriate measures to ensure that Student Data held in hardcopy are kept securely e.g., in locked rooms or filing cabinet. Generally, steps are taken to ensure that access to hardcopy Student Data is limited in the same way it would be on an electronic IT system i.e., access is limited to those individuals where it is necessary for them to have access in order for them to perform their job role.

Entry control

- The Provider uses appropriate measures to prevent unauthorized parties from accessing or using its systems containing Student Data.
- The Provider requires authentication and authorization to gain access to systems that process Student Data (i.e., require users to enter a user id and password before they are permitted access to such systems).
- The Provider has procedures in place to permit only authorized persons to access Student Data internally or externally by using authentication procedures (e.g., by means of appropriate passwords), except as otherwise enabled by the LEA.

Access control

- The Provider employs appropriate measures to prevent individuals accessing Student Data unless they hold a specific access authorization.
- The Provider only permits access to Student Data which the employee (or agent) needs for his/her job role or the purpose they are given access to Provider's systems for (i.e., the Provider implements measures to ensure least privilege access to systems that process Student Data). System administration and privileged access is controlled and enforced on a need-to-know basis and is reviewed regularly.
- The Provider has in place appropriate procedures for controlling the allocation and revocation of access rights to Student Data. For example, having in place appropriate procedures for revoking employee access to systems that process Student Data when they leave their job or change role. Unnecessary and default user accounts and passwords are disabled on servers.
- Provider's systems containing Student Data are protected by user identifiers, passwords and role-based access rights. Special access rights are produced for the purposes of technical maintenance which do not allow access to Student Data.
- The Provider implements methods to provide audit logging to establish accountability by monitoring network devices, servers, and applications. Where applicable, aberrant activity generates alerts for investigation and/or action.
- All employees must use multi-factor authentication for remote access to IT assets within the corporate network.
- The Provider takes appropriate administrative safeguards to protect its services against external attacks, including, for example, deploying firewalls and using services to provide 24x7x365 security monitoring of its data centers to protect and defend against external security threats.

Transmission control

- The Provider employs appropriate measures to protect the confidentiality, integrity and availability of Student Data during electronic transmission.
- The Provider encrypts Student Data while in transit over the internet.

Input control

- The Provider maintains logging and auditing systems to monitor activity related to the input of Student Data.

Order control

- The Provider ensures that all requests from the LEA with respect to Student Data are processed strictly in compliance with the LEA's instructions through the use of clear and unambiguous contract terms; comprehensive statements of work; appropriately designed policies and processes, and training.

Availability control

- The Provider protect Student Data in its possession against unintentional destruction or loss by implementing appropriate management, operations, and technical controls such as firewalls; monitoring; and backup procedures. Example measures that may also be taken include mirroring of storage media, uninterruptible power supply (UPS); remote storage; and disaster recovery plans.

**EXHIBIT “G” – Supplemental SDPC (Student Data Privacy
Consortium) State Terms for Illinois**
Version 1.1 (Revised March 2021)

This **Exhibit G**, Supplemental SDPC State Terms for Illinois (“Supplemental State Terms”), effective simultaneously with the attached Student Data Privacy Agreement (“DPA”) by and between Decatur School District 61 (the “Local Education Agency” or “LEA”) and Blackboard Inc. (the “Provider”) is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. **Compliance with Illinois Privacy Laws.** In performing their obligations under the Agreement, the LEA and the Provider shall comply with all Illinois laws and regulations pertaining to student data privacy, confidentiality, and maintenance, including but not limited to the Illinois School Student Records Act (“ISSRA”), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act (“MHDDCA”), 740 ILCS 110/, Student Online Personal Protection Act (“SOPPA”), 105 ILCS 85/, Identity Protection Act (“IPA”), 5 ILCS 179/, and Personal Information Protection Act (“PIPA”), 815 ILCS 530/, and Local Records Act (“LRA”, 50 ILCS 205/.

2. **Definition of “Student Data.”** In addition to the definition set forth in **Exhibit C**, Student Data includes any and all information concerning a student by which a student may be individually identified under applicable Illinois law and regulations, including but not limited to (a) “covered information,” as defined in Section 5 of SOPPA (105 ILCS 85/5), (b) “school student records” as defined in Section 2 of ISSRA (105 ILCS 10/2(d)), and (c) “records” as that term is defined under Section 110/2 of the MHDDCA (740 ILCS 110/2), and (d) “personal information” as defined in Section 530/5 of PIPA.

3. **School Official Designation.** Pursuant to Article I, Paragraph 1 of the DPA Standard Clauses, and in accordance with FERPA, ISSRA and SOPPA, in performing its obligations under the DPA, the Provider is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the LEA would otherwise use its own employees; is under the direct control of the LEA with respect to the use and maintenance of Student Data; and is using Student Data only for an authorized purpose and in furtherance of such legitimate educational interest.

4. **Limitations on Re-Disclosure.** The Provider shall not re-disclose Student Data to any other party or affiliate without the express written permission of the LEA or pursuant to court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, and MHDDCA. Provider will not sell or rent Student Data. In the event another party, including law enforcement or a government entity, contacts the Provider with a request or subpoena for Student Data in the possession of the Provider, the Provider shall redirect the other party to seek the data directly from the LEA. In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure.

5. **Notices.** Any notice delivered pursuant to the DPA shall be deemed effective, as applicable, upon receipt as evidenced by the date of transmission indicated on the transmission material, if by e-mail; or four (4) days after mailing, if by first-class mail, postage prepaid.

6. **Parent Right to Access and Challenge Student Data.** The LEA shall establish reasonable procedures pursuant to which a parent, as that term is defined in 105 ILCS 10/2(g), may inspect and/or copy Student Data and/or challenge the accuracy, relevance or propriety of Student Data, pursuant to Sections 5 and 7 of ISSRA (105 ILCS 10/5; 105 ILCS 10/7) and Section 33 of SOPPA (105 ILCS 85/33). The

Provider shall respond to any request by the LEA for Student Data in the possession of the Provider when Provider cooperation is required to afford a parent an opportunity to inspect and/or copy the Student Data, no later than 5 business days from the date of the request. In the event that a parent contacts the Provider directly to inspect and/or copy Student Data, the Provider shall refer the parent to the LEA, which shall follow the necessary and proper procedures regarding the requested Student Data.

7. **Corrections to Factual Inaccuracies.** In the event that the LEA determines that the Provider is maintaining Student Data that contains a factual inaccuracy, and Provider cooperation is required in order to make a correction, the LEA shall notify the Provider of the factual inaccuracy and the correction to be made. No later than 90 calendar days after receiving the notice of the factual inaccuracy, the Provider shall correct the factual inaccuracy and shall provide written confirmation of the correction to the LEA.

8. **Security Standards.** The Provider shall implement and maintain commercially reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Student Data from unauthorized access, destruction, use, modification, or disclosure, including but not limited to the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of the Student Data (a "Security Breach"). For purposes of the DPA and this **Exhibit G**, "Security Breach" does not include the good faith acquisition of Student Data by an employee or agent of the Provider or LEA for a legitimate purpose of the Provider or LEA, so long as the Student Data is used solely for purposes permitted by SOPPA and other applicable law, and so long as the Student Data is restricted from further unauthorized disclosure.

9. **Security Breach Notification.** In addition to the information enumerated in Article V, Section 4(1) of the DPA Standard Clauses, any Security Breach notification provided by the Provider to the LEA shall include:

- a. A list of the students whose Student Data was involved in or is reasonably believed to have been involved in the breach, if known; and
- b. The name and contact information for an employee of the Provider whom parents may contact to inquire about the breach.

10. **Reimbursement of Expenses Associated with Security Breach.** In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all costs and expenses that the LEA incurs in investigating and remediating the Security Breach, including but not limited to costs and expenses associated with:

- a. Providing notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law or contract;
- b. Providing credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the student's credit or financial security;
- c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA as a result of the security breach; and
- d. Providing any other notifications or fulfilling any other requirements adopted by the Illinois State Board of Education or under other State or federal laws.

11. **Transfer or Deletion of Student Data.** The Provider shall review, on an annual basis, whether the Student Data it has received pursuant to the DPA continues to be needed for the purpose(s) of the DPA. If any of the Student Data is no longer needed for purposes of the Service Agreement and this DPA, the

Provider will provide written notice to the LEA as to what Student Data is no longer needed. The Provider will delete or transfer Student Data in readable form to the LEA, as directed by the LEA (which may be effectuated through Exhibit D of the DPA), within 30 calendar days if the LEA requests deletion or transfer of the Student Data and shall provide written confirmation to the LEA of such deletion or transfer. Upon termination of the Service Agreement between the Provider and LEA, Provider shall conduct a final review of Student Data within 60 calendar days. If the LEA receives a request from a parent, as that term is defined in 105 ILCS 10/2(g), that Student Data being held by the Provider be deleted, the LEA shall determine whether the requested deletion would violate State and/or federal records laws. In the event such deletion would not violate State or federal records laws, the LEA shall forward the request for deletion to the Provider. The Provider shall comply with the request and delete the Student Data within a reasonable time period after receiving the request.

Any provision of Student Data to the LEA from the Provider shall be transmitted in a format readable by the LEA.

12. **Public Posting of DPA.** Pursuant to SOPPA, the LEA shall publish on its website a copy of the DPA between the Provider and the LEA, including this **Exhibit G**.

13. **Subcontractors.** By no later than (5) business days after the date of execution of the DPA, the Provider shall provide the LEA with a list of any subcontractors to whom Student Data may be disclosed or a link to a page on the Provider's website that clearly lists any and all subcontractors to whom Student Data may be disclosed. This list shall, at a minimum, be updated and provided to the LEA by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1).

14. **DPA Term.**

a. **Original DPA.** Paragraph 4 on page 2 of the DPA setting a three-year term for the DPA shall be deleted, and the following shall be inserted in lieu thereof: "This DPA shall be effective upon the date of signature by provider and LEA, and shall remain in effect as between Provider and LEA, 1) for so long as the Services are being provided to the LEA, or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first."

b. **General Offer DPA.** The following shall be inserted as a new second sentence in Paragraph 1 of Exhibit E: "The provisions of the original DPA offered by Provider and accepted by Subscribing LEA pursuant to this Exhibit E shall remain in effect as between Provider and Subscribing LEA 1) for so long as the Services are being provided to the LEA, or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first. The Exhibit E General Offer will expire three (3) years from the date the original DPA was signed."

15. **Termination.** Paragraph 1 of the Article VII shall be deleted, and the following shall be inserted in lieu thereof: "In the event either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or been terminated. One party may terminate this DPA upon a material breach of this DPA by the other party. Upon termination of the DPA, the Service Agreement shall terminate."

16. **Privacy Policy.** The provider must publicly disclose material information about its collection, use, and disclosure of Student Data, including but not limited to, publishing a terms of service agreement, privacy policy, or similar document.

17. **Minimum Data Necessary Shared.** The Provider attests that the Student Data request by the Provider from the LEA in order for the LEA to access the Provider's products and/or services is limited to the Student

Data that is adequate, relevant, and limited to what is necessary in relation to the K-12 school purposes for which it is processed.

18. Student and Parent Access. Access by students or parents/guardians to the Provider's programs or services governed by the DPA or to any Student Data stored by Provider, shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality or privacy requirements contained in this DPA.

19. Data Storage. Provider shall store all Student Data shared under the DPA within the United States.

20. Exhibits A and B. The Services described in Exhibit A and the Schedule of Data in Exhibit A to the DPA satisfy the requirements in SOPPA to include a statement of the product or service being provided to the school by the Provider and a listing of the categories or types of covered information to be provided to the Provider, respectively.

EXHIBIT "H"
Additional Terms or Modifications
Version _____

LEA and Provider agree to the following additional terms and modifications:

Modifications to Data Privacy Agreement – Standard Clauses

Article V, Section 2 - Audits is deleted and replaced with the following:

2. Audits. Audits of the Providers' security and privacy measures should generally be conducted using documentation provided by the Provider. If the documentation provided by the Provider is not sufficient to assess the Provider's implementation of the security and privacy measures, no more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

Article V, Section 3 – Data Security is deleted and replaced with the following:

3. Data Security. The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

Article V, Section 4 – Data Breach is deleted and replaced with the following:

4. Data Breach. In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA without undue delay (and in any event within the time period required by applicable law) following the confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

Article VI – General Offer of Terms is deleted and replaced with the following:

(Intentionally omitted)

Modifications to Exhibit "G" – Supplemental SDPC (Student Data Privacy Consortium) State Terms for Illinois

Section 1 – Compliance with Illinois Privacy Laws is deleted and replaced with the following:

1. **Compliance with Illinois Privacy Laws.** In performing their obligations under the Agreement, the Parties shall comply with all applicable Illinois laws and regulations pertaining to student data privacy, confidentiality, and maintenance, including but not limited to the Illinois School Student Records Act (“ISSRA”), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act (“MHDDCA”), 740 ILCS 110/, Student Online Personal Protection Act (“SOPPA”), 105 ILCS 85/, Identity Protection Act (“IPA”), 5 ILCS 179/, and Personal Information Protection Act (“PIPA”), 815 ILCS 530/, and Local Records Act (“LRA”, 50 ILCS 205/.

Section 4 – Limitations on Re-Disclosure is deleted and replaced with the following:

4. **Limitations on Re-Disclosure.** The Provider shall not re-disclose Student Data to any other party or affiliate without the express written permission of the LEA or pursuant to court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, and MHDDCA. Provider will not sell or rent Student Data. In the event another party, including law enforcement or a government entity, contacts the Provider with a request or subpoena for Student Data in the possession of the Provider, the Provider shall redirect the other party to seek the data directly from the LEA, unless legally prohibited from doing so. In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure, unless such disclosure is legally prohibited.

Section 6 – Parent Right to Access and Challenge Student Data is deleted and replaced with the following:

6. **Parent Right to Access and Challenge Student Data.** The LEA shall establish reasonable procedures pursuant to which a parent, as that term is defined in 105 ILCS 10/2(g), may inspect and/or copy Student Data and/or challenge the accuracy, relevance or propriety of Student Data, pursuant to Sections 5 and 7 of ISSRA (105 ILCS 10/5; 105 ILCS 10/7) and Section 33 of SOPPA (105 ILCS 85/33). The Provider shall respond to any request by the LEA for Student Data in the possession of the Provider when Provider cooperation is required to afford a parent an opportunity to inspect and/or copy the Student Data, no later than 10 business days from the date of the request. In the event that a parent contacts the Provider directly to inspect and/or copy Student Data, the Provider shall refer the parent to the LEA, which shall follow the necessary and proper procedures regarding the requested Student Data.

Section 8 – Security Standards is deleted and replaced with the following:

8. **Security Standards.** The Provider shall implement and maintain commercially reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Student Data from unauthorized access, destruction, use, modification, or disclosure, including but not limited to the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of the Student Data (a “Security Breach”).

Section 9 – Security Breach Notification is deleted and replaced with the following:

9. **Security Breach Notification.** In addition to the information enumerated in Article V, Section 4(1) of the DPA Standard Clauses, any Security Breach notification provided by the Provider to the LEA shall include:

- a. The name and contact information for an employee of the Provider whom parents may contact to inquire about the breach.

Section 10 – Reimbursement of Expenses Associated with Security Breach is deleted and replaced with the following:

10. **Reimbursement of Expenses Associated with Security Breach.** In the event of a Security Breach that is attributable to the Provider, the Provider shall, subject to three times the limitations of liabilities in the Service Agreement, reimburse the LEA for costs and expenses that the LEA incurs that are the direct result of the Security Breach, including but not limited to costs and expenses associated with:

- a. Providing notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law or contract;
- b. Providing credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the student's credit or financial security;
- c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA as a direct result of the security breach; and
- d. Providing any other notifications or fulfilling any other requirements adopted by the Illinois Board of Education or under other State or federal laws.

Section 11 – Transfer or Deletion of Student Data is deleted and replaced with the following:

11. **Transfer or Deletion of Student Data.** If any of the Student Data is no longer needed for purposes of the Service Agreement and this DPA, the LEA will provide written notice to the Provider as to what Student Data is no longer needed. The Provider will delete or transfer Student Data in readable form to the LEA, as directed by the LEA (which may be effectuated through Exhibit D of the DPA), within 30 calendar days if the LEA requests deletion or transfer of the Student Data and shall, upon request provide written confirmation to the LEA of such deletion or transfer. If the LEA receives a request from a parent, as that term is defined in 105 ILCS 10/2(g), that Student Data being held by the Provider be deleted, the LEA shall determine whether the requested deletion would violate State and/or federal records laws. In the event such deletion would not violate State or federal records laws, the LEA shall forward the request for deletion to the Provider. The Provider shall comply with the request and delete the Student Data within a reasonable time period after receiving the request unless the LEA can delete the Student Data in question using the existing product functionalities.

Any provision of Student Data to the LEA from the Provider shall be transmitted in a format readable by the LEA.

Section 13 – Subcontractors is deleted and replaced with the following:

13. **Subcontractors.** The list of the Providers' Subcontractors to whom Student Data is available in the Provider's Client Support Portal at https://blackboard.secure.force.com/btbb_articleview?id=kA53900000001LM. This list is regularly updated, and the LEA can subscribe to email notifications of any changes to the list at the link above.

Section 14 – Subcontractors is deleted and replaced with the following:

14. DPA Term.

- a. **Original DPA.** Paragraph 4 on page 2 of the DPA setting a three-year term for the DPA shall be deleted, and the following shall be inserted in lieu thereof: "This DPA shall be effective upon the date of signature by provider and LEA, and shall remain in effect as between Provider and LEA, 1) for so long as the Services are being provided to the LEA, or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first.

Section 18 – Student and Parent Access is deleted and replaced with the following:

18. Student and Parent Access. Access by students or parents/guardians to the Provider's programs or services governed by the DPA, shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality or privacy requirements contained in this DPA.

Section 19 – Data Storage is deleted.

Standard Student Data Privacy Agreement

IL-NDPA v1.0a

School District or LEA

Decatur Public School District 61

and

Provider

Panorama Education, Inc

This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between:

[Decatur Public School District 61], located at [101 W. Cerro Gordo St.
Decatur, IL 62523] (the “**Local Education Agency**” or “**LEA**”) and
[Panorama Education, Inc], located at [24 School Street 4th Fl
Boston, MA 02108] (the “**Provider**”).

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
 - ☒ If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
 - ☒ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit “H”. (Optional)**
 - ☐ If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”).
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Maurice Payne Title: Director of IT

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

Phone: 217-362-3070 Email: mpayne@dps61.org

The designated representative for the Provider for this DPA is:

Name: Christina Eng Title: Account Director

Address: 24 School St., 4th Fl., Boston, MA 02108

Phone: (617) 356-8123 Email: ceng@panoramaed.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: Decatur Public School District 61

By: _____ Date: _____

Printed Name: Maurice Payne Title/Position: Director of IT

Provider: Panorama Education, Inc

By: *Gayle McGuire* Date: 09 / 17 / 2021

Printed Name: Gayle McGuire Title/Position: Contract Specialist

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider’s employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D."
7. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits**. No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

Annual Licenses:

Panorama Student Surveys: Platform License

Access to Platform and Support (as defined in the Terms and Conditions):

- Survey administration, analysis and reporting.
- Student surveys
- Includes access to Equity & Inclusion Survey

Services:

Project Management

Includes dedicated Client Success Manager who will work with the client's main point of contact to execute a successful project administration.

- Develop project timeline
- Manage setup and administration
- Customize configurations
- Coordinate rollout of reports

Professional Development: Teaching & Learning Virtual Workshop

Virtual PD session up to 2 hours in length for up to 50 participants (larger groups are supported for webinar-style facilitation).

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify: operating system, browser version, device type, location (from IP address)	<input checked="" type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input checked="" type="checkbox"/>
	Observation data	<input checked="" type="checkbox"/>
	Other assessment data-Please specify: see note 1	<input checked="" type="checkbox"/>
Attendance	Student school (daily) attendance data	<input checked="" type="checkbox"/>
	Student class attendance data	<input checked="" type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input checked="" type="checkbox"/>
Demographics	Date of Birth	<input checked="" type="checkbox"/>
	Place of Birth	<input checked="" type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input checked="" type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input checked="" type="checkbox"/>
	Other demographic information-Please specify: see note 1	<input checked="" type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input checked="" type="checkbox"/>
	Guidance counselor	<input checked="" type="checkbox"/>
	Specific curriculum programs	<input checked="" type="checkbox"/>
	Year of graduation	<input checked="" type="checkbox"/>
	Other enrollment information-Please specify: see note 1	<input checked="" type="checkbox"/>
Parent/Guardian Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Phone	<input checked="" type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input checked="" type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input checked="" type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input checked="" type="checkbox"/>
	Low income status	<input checked="" type="checkbox"/>
	Medical alerts/ health data	<input checked="" type="checkbox"/>
	Student disability information	<input checked="" type="checkbox"/>
	Specialized education services (IEP or 504)	<input checked="" type="checkbox"/>
	Living situations (homeless/foster care)	<input checked="" type="checkbox"/>
	Other indicator information-Please specify: see note 1	<input checked="" type="checkbox"/>
Student Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input checked="" type="checkbox"/>
	Provider/App assigned student ID number	<input checked="" type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>
	Student app passwords	<input checked="" type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input checked="" type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input checked="" type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input checked="" type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input checked="" type="checkbox"/>
	Student course data	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	<input checked="" type="checkbox"/>
	Other transcript data - Please specify: see note 1	<input checked="" type="checkbox"/>
Transportation	Student bus assignment	<input checked="" type="checkbox"/>
	Student pick up and/or drop off location	<input checked="" type="checkbox"/>
	Student bus card ID number	<input checked="" type="checkbox"/>
	Other transportation data – Please specify: see note 1	<input checked="" type="checkbox"/>
Other	<p>Please list each additional data element used, stored, or collected by your application:</p> <p>note 1: Data that Provider may request or require as part of providing Services is indicated in this Exhibit B. Each LEA ultimately determines the data it makes available as part of Provider's Services, and it may choose to send to Provider data not explicitly listed in Exhibit B, covered by various "Other" categories. Such data is impossible to exhaustively list, because each LEA determines the data relevant to its purpose and objectives with Provider. Provider expects each LEA to choose the subset of the data in Exhibit B to use in conjunction with Provider's Services and to provide only the information necessary for LEA's objectives and purposes.</p>	<input type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

EXHIBIT "C"

DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[]

☐ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

☐ Disposition shall be by destruction or deletion of data.

☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[]

3. Schedule of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable.

☐ By []

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Decatur Public School District 61 ("Originating LEA") which is dated _____, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: _____.

PROVIDER: Panorama Education, Inc

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Decatur Public School District 61 and Panorama Education, Inc

****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

Subscribing LEA:

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input checked="" type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G" - Supplemental SDPC (Student Data Privacy Consortium) State Terms for Illinois

Version IL-NDPAv1.0a (Revised March 15, 2021)

This **Exhibit G**, Supplemental SDPC State Terms for Illinois ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by and between Decatur Public School District 61

"LEA") and Panorama Education, Inc (the "Local Education Agency" or "Provider"), is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. **Compliance with Illinois Privacy Laws.** In performing its obligations under the Agreement, the Provider shall comply with all Illinois laws and regulations pertaining to student data privacy, confidentiality, and maintenance, including but not limited to the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act ("MHDDCA"), 740 ILCS 110/, Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/, Identity Protection Act ("IPA"), 5 ILCS 179/, and Personal Information Protection Act ("PIPA"), 815 ILCS 530/, and Local Records Act ("LRA"), 50 ILCS 205/.

2. **Definition of "Student Data."** In addition to the definition set forth in **Exhibit C**, Student Data includes any and all information concerning a student by which a student may be individually identified under applicable Illinois law and regulations, including but not limited to (a) "covered information," as defined in Section 5 of SOPPA (105 ILCS 85/5), (b) "school student records" as that term is defined in Section 2 of ISSRA (105 ILCS 10/2(d)) (c) "records" as that term is defined under Section 110/2 of the MHDDCA (740 ILCS 110/2), and (d) "personal information" as defined in Section 530/5 of PIPA.

3. **School Official Designation.** Pursuant to Article I, Paragraph 1 of the DPA Standard Clauses, and in accordance with FERPA, ISSRA and SOPPA, in performing its obligations under the DPA, the Provider is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the LEA would otherwise use its own employees; is under the direct control of the LEA with respect to the use and maintenance of Student Data; and is using Student Data only for an authorized purpose and in furtherance of such legitimate educational interest.

4. **Limitations on Re-Disclosure.** The Provider shall not re-disclose Student Data to any other party or affiliate without the express written permission of the LEA or pursuant to court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, and MHDDCA. Provider will not sell or rent Student Data. In the event another party, including law enforcement or a government entity, contacts the Provider with a request or subpoena for Student Data in the possession of the Provider, the Provider shall redirect the other party to seek the data directly from the LEA. In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure.

5. **Notices.** Any notice delivered pursuant to the DPA shall be deemed effective, as applicable, upon receipt as evidenced by the date of transmission indicated on the transmission material, if by e-mail; or four (4) days after mailing, if by first-class mail, postage prepaid.

6. **Parent Right to Access and Challenge Student Data.** The LEA shall establish reasonable procedures pursuant to which a parent, as that term is defined in 105 ILCS 10/2(g), may inspect and/or

copy Student Data and/or challenge the accuracy, relevance or propriety of Student Data, pursuant to Sections 5 and 7 of ISSRA (105 ILCS 10/5; 105 ILCS 10/7) and Section 33 of SOPPA (105 ILCS 85/33). The Provider shall respond to any request by the LEA for Student Data in the possession of the Provider when Provider cooperation is required to afford a parent an opportunity to inspect and/or copy the Student Data, no later than 5 business days from the date of the request. In the event that a parent contacts the Provider directly to inspect and/or copy Student Data, the Provider shall refer the parent to the LEA, which shall follow the necessary and proper procedures regarding the requested Student Data.

7. **Corrections to Factual Inaccuracies.** In the event that the LEA determines that the Provider is maintaining Student Data that contains a factual inaccuracy, and Provider cooperation is required in order to make a correction, the LEA shall notify the Provider of the factual inaccuracy and the correction to be made. No later than 90 calendar days after receiving the notice of the factual inaccuracy, the Provider shall correct the factual inaccuracy and shall provide written confirmation of the correction to the LEA.

8. **Security Standards.** The Provider shall implement and maintain commercially reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Student Data from unauthorized access, destruction, use, modification, or disclosure, including but not limited to the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of the Student Data (a "Security Breach"). For purposes of the DPA and this Exhibit G, "Security Breach" does not include the good faith acquisition of Student Data by an employee or agent of the Provider or LEA for a legitimate educational or administrative purpose of the Provider or LEA, so long as the Student Data is used solely for purposes permitted by SOPPA and other applicable law, and so long as the Student Data is restricted from further unauthorized disclosure.

9. **Security Breach Notification.** In addition to the information enumerated in Article V, Section 4(1) of the DPA Standard Clauses, any Security Breach notification provided by the Provider to the LEA shall include:

- a. A list of the students whose Student Data was involved in or is reasonably believed to have been involved in the breach, if known; and
- b. The name and contact information for an employee of the Provider whom parents may contact to inquire about the breach.

10. **Reimbursement of Expenses Associated with Security Breach.** In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all costs and expenses that the LEA incurs in investigating and remediating the Security Breach, without regard to any limitation of liability provision otherwise agreed to between Provider and LEA, including but not limited to costs and expenses associated with:

- a. Providing notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law or contract;
- b. Providing credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the student's credit or financial security;
- c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA

as a result of the security breach; and

- d. Providing any other notifications or fulfilling any other requirements adopted by the Illinois State Board of Education or under other State or federal laws.

11. Transfer or Deletion of Student Data. The Provider shall review, on an annual basis, whether the Student Data it has received pursuant to the DPA continues to be needed for the purpose(s) of the Service Agreement and this DPA. If any of the Student Data is no longer needed for purposes of the Service Agreement and this DPA, the Provider will provide written notice to the LEA as to what Student Data is no longer needed. The Provider will delete or transfer Student Data in readable form to the LEA, as directed by the LEA (which may be effectuated through Exhibit D of the DPA), within 30 calendar days if the LEA requests deletion or transfer of the Student Data and shall provide written confirmation to the LEA of such deletion or transfer. Upon termination of the Service Agreement between the Provider and LEA, Provider shall conduct a final review of Student Data within 60 calendar days.

If the LEA receives a request from a parent, as that term is defined in 105 ILCS 10/2(g), that Student Data being held by the Provider be deleted, the LEA shall determine whether the requested deletion would violate State and/or federal records laws. In the event such deletion would not violate State or federal records laws, the LEA shall forward the request for deletion to the Provider. The Provider shall comply with the request and delete the Student Data within a reasonable time period after receiving the request.

Any provision of Student Data to the LEA from the Provider shall be transmitted in a format readable by the LEA.

12. Public Posting of DPA. Pursuant to SOPPA, the LEA shall publish on its website a copy of the DPA between the Provider and the LEA, including this Exhibit G.

13. Subcontractors. By no later than (5) business days after the date of execution of the DPA, the Provider shall provide the LEA with a list of any subcontractors to whom Student Data may be disclosed or a link to a page on the Provider's website that clearly lists any and all subcontractors to whom Student Data may be disclosed. This list shall, at a minimum, be updated and provided to the LEA by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1).

14. DPA Term.

- a. **Original DPA.** Paragraph 4 on page 2 of the DPA setting a three-year term for the DPA shall be deleted, and the following shall be inserted in lieu thereof: "This DPA shall be effective upon the date of signature by Provider and LEA, and shall remain in effect as between Provider and LEA 1) for so long as the Services are being provided to the LEA or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first. The Exhibit E General Offer will expire three (3) years from the date the original DPA was signed."
- b. **General Offer DPA.** The following shall be inserted as a new second sentence in Paragraph 1 of Exhibit E: "The provisions of the original DPA offered by Provider and accepted by Subscribing LEA pursuant to this Exhibit E shall remain in effect as between Provider and Subscribing LEA 1) for so long as the Services are being provided to Subscribing LEA, or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first."

15. **Termination.** Paragraph 1 of Article VII shall be deleted, and the following shall be inserted in lieu thereof: "In the event either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or been terminated. One party may terminate this DPA upon a material breach of this DPA by the other party. Upon termination of the DPA, the Service Agreement shall terminate."
16. **Privacy Policy.** The Provider must publicly disclose material information about its collection, use, and disclosure of Student Data, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document.
17. **Minimum Data Necessary Shared.** The Provider attests that the Student Data request by the Provider from the LEA in order for the LEA to access the Provider's products and/or services is limited to the Student Data that is adequate, relevant, and limited to what is necessary in relation to the K-12 school purposes for which it is processed.
18. **Student and Parent Access.** Access by students or parents/guardians to the Provider's programs or services governed by the DPA or to any Student Data stored by Provider shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this DPA.
19. **Data Storage.** Provider shall store all Student Data shared under the DPA within the United States.
20. **Exhibits A and B.** The Services described in Exhibit A and the Schedule of Data in Exhibit B to the DPA satisfy the requirements in SOPPA to include a statement of the product or service being provided to the school by the Provider and a listing of the categories or types of covered information to be provided to the Provider, respectively.

EXHIBIT "H"
Additional Terms or Modifications
Version _____

LEA and Provider agree to the following additional terms and modifications:

This is a free text field that the parties can use to add or modify terms in or to the DPA. If there are no additional or modified terms, this field should read "None."

1. The Parties intend for the terms set forth in this DPA to supplement and not replace the Service Agreement as to the data privacy and security standards applicable to Provider's performance of Services.

2. The Parties agree as follows:

a. Provider is an education technology company that provides a cloud-based platform-as-a-service, and related support services, to enable schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents or legal guardians ("Platform").

b. Any data input into the Platform or otherwise provided to Provider by Client, or by authorized users as applicable and described in the relevant Service Agreement, including but not limited to any survey responses, that personally identify any student shall constitute and be deemed "Student Data" under this DPA. Notwithstanding anything to the contrary elsewhere in this DPA, LEA hereby grants Panorama a non-exclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers) perpetual, irrevocable right and license to copy, modify and use Student Data to create De-Identified Data and to copy, distribute, display, create derivative works of and use the De-Identified Data for benchmarking, research or development purposes, including published research.

c. Each Party represents and warrants to the other Party that the execution of this DPA and Service Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party or any applicable law or regulation. LEA represents and warrants that it has the right to provide the Student Data and Other Data to Provider for the purposes contemplated by this DPA and the Service Agreement.

d. Reserved.

e. Any category of data that Provider specifically requests or requires, in its reasonable discretion based on the objectives and needs for the Services as LEA communicates to the Provider, will be indicated by the Provider on Exhibit "B". LEA is responsible for determining which of the data elements listed on Exhibit "B" will be relevant for LEA's purposes and shall indicate on Exhibit "B" the specific data it needs to have available in connection with Provider's Services. LEA agrees that it will designate and provide only the minimum amount of Student Data and other PII necessary for Provider to perform the Services and for LEA's objectives. LEA further agrees to input Student Data and other PII only in those fields within the Platform that Provider prescribes.

f. In the event of a security incident originating from LEA's misuse of the Services, Provider shall reasonably cooperate with LEA to the extent necessary to expeditiously secure Student Data at LEA's expense. LEA shall be responsible for all costs and expenses it incurs as a result of LEA's complying with its legal

obligations, including but not limited to, costs and expenses associated with LEA having to notify affected parties.

g. For the avoidance of doubt and sake of clarifying Article IV, Section 5, LEA agrees that Provider may disclose De-Identified Data to a third party for purposes of improvement of educational products, to demonstrate the effectiveness of the Provider's products or services, and for the development and improvement of educational sites, services or applications, or as allowed under applicable law, provided that such third party agrees in writing not to attempt re-identification of the data.

h. Article V, Paragraph 4, subsection (5) is revised as follows: "In the event of a breach originating from LEA's use of the Services, Provider shall cooperate with LEA to the extent necessary and reasonable to expeditiously secure Student Data."

i. The following language shall be removed from Article VII, Section 7: "Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement."

j. In Exhibit "C" the second sentence of the definition of "Student Data" is revised as follows: "Student Data includes Metadata that contains PII (as defined in the following sentence)." Additionally, the last two sentences of the definition of "Student Data" shall be revised as follows: "Student Data as specified in

Exhibit "B" is confirmed to be collected or processed by Provider pursuant to the Services. Student information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's Services, shall not constitute Student Data."

k. For purposes of and as used in this DPA, "disposition" and "deletion" and "destruction" mean either (i) destruction or deletion, consistent with the media sanitization practices described under the framework identified by the Provider on Exhibit "F" or (ii) transfer in accordance with the instructions set forth on Exhibit "D".

3. The Parties further agree that the Supplemental State Terms set forth in Exhibit G shall be amended as follows:

a. Section 1 shall be revised by inserting between the citation to the Local Records Act and the period at the end of the sentence a comma and the following phrase: "all to the extent applicable to Provider".

b. Section 4 shall be revised by inserting after the first sentence the following sentence: "Notwithstanding any of the foregoing, LEA hereby consents to Provider's re-disclosure of Student Data to its Subprocessors as set forth in Article 4, Section 4 of the Standard Clauses."

c. Section 9(b) shall be struck and replaced in its entirety with the following sentence: "Provider's contact information that parents may use to contact Provider to inquire about the breach."

d. Section 10 shall be struck and replaced in its entirety with the following paragraph:

"Provider shall be responsible, to the extent the Security Breach is attributable to Provider, for costs and expenses incurred by the school in investigating and remediating the breach, which costs and expenses may include, but are not limited to those incurred as a result of LEA having to:

(i) provide notification to the parents of those students whose covered information was compromised and to regulatory agencies or other entities as required by law or contract;

(ii) provide credit monitoring to those students whose covered information was exposed in a manner during the breach that a reasonable person would believe that it could impact such person's credit or financial security;

(iii) pay legal fees, audit costs, fines and any other fees or damages awarded by a court of competent jurisdiction to a third party against LEA as a result of the Security Breach; and

(iv) provide any other notifications or fulfilling any other requirements adopted by the State Board or set forth under any other applicable state or federal law."

TITLE	Decatur IL NDPA for Signature
FILE NAME	IL_NDPA_V1a_Decat...ution Version.pdf
DOCUMENT ID	e7bf23a252cb737db06ac8c6188dc47728e37a4a
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

09 / 17 / 2021

16:25:59 UTC

Sent for signature to Panorama (contracts@panoramaed.com)
from ceng@panoramaed.com
IP: 76.21.46.138



VIEWED

09 / 17 / 2021

16:59:27 UTC

Viewed by Panorama (contracts@panoramaed.com)
IP: 75.68.190.50



SIGNED

09 / 17 / 2021

17:01:00 UTC

Signed by Panorama (contracts@panoramaed.com)
IP: 75.68.190.50



COMPLETED

09 / 17 / 2021

17:01:00 UTC

The document has been completed.

Standard Student Data Privacy Agreement

IL-NDPA v1.0a

School District or LEA

Township High School District 113

and

Provider

Parchment LLC

This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between:

[Township High School District 113], located at [1040 Park Ave West Highland Park, IL 60035] (the “**Local Education Agency**” or “**LEA**”) and
[Parchment LLC], located at [7001 N. Scottsdale Road, Suite 1050] (the “**Provider**”).

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
 - ☒ If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
 - ☐ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit “H”. (Optional)**
 - ☒ If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”).
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Ronald Kasbohm Title: Chief Information Officer

Address: 1040 Park Ave West Highland Park, IL 60035

Phone: 224-765-1030 Email: rkasbohm@dist113.org

The designated representative for the Provider for this DPA is:

Name: Erin Elliott Title: Information Security

Address: 7001 N. Scottsdale Road Suite 1050 Scottsdale AZ 85253

Phone: 480-719-1646 Email: eelliott@parchment.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: Township High School District 113

By: _____ Date: 03/31/2021

Printed Name: Ronald Kasbohm Title/Position: Chief Information Officer

Provider: Parchment LLC

By:  Richard Smith Date: 5/12/2021

Printed Name: Richard Smith Title/Position: CFO

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider’s employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D."
7. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits**. No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

- (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound**: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority**. Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

Digital credential ordering and fulfillment service (transcripts, certificates, diplomas, and other admissions documents).

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input checked="" type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input checked="" type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input checked="" type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if Used by Your System	
	Phone	<input checked="" type="checkbox"/>	
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>	
Parent/Guardian Name	First and/or Last	<input checked="" type="checkbox"/>	
Schedule	Student scheduled courses	<input type="checkbox"/>	
	Teacher names	<input type="checkbox"/>	
Special Indicator	English language learner information	<input type="checkbox"/>	
	Low income status	<input type="checkbox"/>	
	Medical alerts/ health data	<input type="checkbox"/>	
	Student disability information	<input type="checkbox"/>	
	Specialized education services (IEP or 504)	<input type="checkbox"/>	
	Living situations (homeless/foster care)	<input type="checkbox"/>	
	Other indicator information-Please specify:	<input type="checkbox"/>	
Student Contact Information	Address	<input checked="" type="checkbox"/>	
	Email	<input checked="" type="checkbox"/>	
	Phone	<input checked="" type="checkbox"/>	
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>	
	State ID number	<input checked="" type="checkbox"/>	
	Provider/App assigned student ID number	<input type="checkbox"/>	
	Student app username	<input checked="" type="checkbox"/>	
	Student app passwords	<input checked="" type="checkbox"/>	
Student Name	First and/or Last	<input type="checkbox"/>	
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>	
Student Survey Responses	Student responses to surveys or questionnaires	<input checked="" type="checkbox"/>	
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>	
	Other student work data -Please specify:	<input type="checkbox"/>	
Transcript	Student course grades	<input checked="" type="checkbox"/>	
	Student course data	<input checked="" type="checkbox"/>	

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	<input checked="" type="checkbox"/>
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application:	<input type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

EXHIBIT "C"

DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[]

☐ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

☐ Disposition shall be by destruction or deletion of data.

☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[]

3. Schedule of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable.

☐ By []

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Township High School District 113 ("Originating LEA") which is dated 03/31/2021, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: legal@parchment.com.

PROVIDER:

Parchment LLC

BY: _____

*Richard Smith*Date: 5/12/2021

1817C3D876BE418...

Printed Name: Richard SmithTitle/Position: CFO**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Township High School District 113 and Parchment LLC

****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

Subscribing LEA:

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

EXHIBIT “F”
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

The Education Security and Privacy Exchange (“Edspex”) works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* (“Cybersecurity Frameworks”) that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input checked="" type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G" - Supplemental SDPC (Student Data Privacy Consortium) State Terms for Illinois

Version IL-NDPAv1.0a (Revised March 15, 2021)

This **Exhibit G**, Supplemental SDPC State Terms for Illinois ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by and between Township High School District 113

_____, (the "Local Education Agency" or "LEA") and _____ Parchment LLC (the "Provider"), is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. Compliance with Illinois Privacy Laws. In performing its obligations under the Agreement, the Provider shall comply with all Illinois laws and regulations pertaining to student data privacy, confidentiality, and maintenance, including but not limited to the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act ("MHDDCA"), 740 ILCS 110/, Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/, Identity Protection Act ("IPA"), 5 ILCS 179/, and Personal Information Protection Act ("PIPA"), 815 ILCS 530/, and Local Records Act ("LRA"), 50 ILCS 205/.

2. Definition of "Student Data." In addition to the definition set forth in **Exhibit C**, Student Data includes any and all information concerning a student by which a student may be individually identified under applicable Illinois law and regulations, including but not limited to (a) "covered information," as defined in Section 5 of SOPPA (105 ILCS 85/5), (b) "school student records" as that term is defined in Section 2 of ISSRA (105 ILCS 10/2(d)) (c) "records" as that term is defined under Section 110/2 of the MHDDCA (740 ILCS 110/2), and (d) "personal information" as defined in Section 530/5 of PIPA.

3. School Official Designation. Pursuant to Article I, Paragraph 1 of the DPA Standard Clauses, and in accordance with FERPA, ISSRA and SOPPA, in performing its obligations under the DPA, the Provider is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the LEA would otherwise use its own employees; is under the direct control of the LEA with respect to the use and maintenance of Student Data; and is using Student Data only for an authorized purpose and in furtherance of such legitimate educational interest.

4. Limitations on Re-Disclosure. The Provider shall not re-disclose Student Data to any other party or affiliate without the express written permission of the LEA or pursuant to court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, and MHDDCA. Provider will not sell or rent Student Data. In the event another party, including law enforcement or a government entity, contacts the Provider with a request or subpoena for Student Data in the possession of the Provider, the Provider shall redirect the other party to seek the data directly from the LEA. In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure.

5. Notices. Any notice delivered pursuant to the DPA shall be deemed effective, as applicable, upon receipt as evidenced by the date of transmission indicated on the transmission material, if by e-mail; or four (4) days after mailing, if by first-class mail, postage prepaid.

6. Parent Right to Access and Challenge Student Data. The LEA shall establish reasonable procedures pursuant to which a parent, as that term is defined in 105 ILCS 10/2(g), may inspect and/or

copy Student Data and/or challenge the accuracy, relevance or propriety of Student Data, pursuant to Sections 5 and 7 of ISSRA (105 ILCS 10/5; 105 ILCS 10/7) and Section 33 of SOPPA (105 ILCS 85/33). The Provider shall respond to any request by the LEA for Student Data in the possession of the Provider when Provider cooperation is required to afford a parent an opportunity to inspect and/or copy the Student Data, no later than 5 business days from the date of the request. In the event that a parent contacts the Provider directly to inspect and/or copy Student Data, the Provider shall refer the parent to the LEA, which shall follow the necessary and proper procedures regarding the requested Student Data.

7. Corrections to Factual Inaccuracies. In the event that the LEA determines that the Provider is maintaining Student Data that contains a factual inaccuracy, and Provider cooperation is required in order to make a correction, the LEA shall notify the Provider of the factual inaccuracy and the correction to be made. No later than 90 calendar days after receiving the notice of the factual inaccuracy, the Provider shall correct the factual inaccuracy and shall provide written confirmation of the correction to the LEA.

8. Security Standards. The Provider shall implement and maintain commercially reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Student Data from unauthorized access, destruction, use, modification, or disclosure, including but not limited to the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of the Student Data (a "Security Breach"). For purposes of the DPA and this Exhibit G, "Security Breach" does not include the good faith acquisition of Student Data by an employee or agent of the Provider or LEA for a legitimate educational or administrative purpose of the Provider or LEA, so long as the Student Data is used solely for purposes permitted by SOPPA and other applicable law, and so long as the Student Data is restricted from further unauthorized disclosure.

9. Security Breach Notification. In addition to the information enumerated in Article V, Section 4(1) of the DPA Standard Clauses, any Security Breach notification provided by the Provider to the LEA shall include:

- a. A list of the students whose Student Data was involved in or is reasonably believed to have been involved in the breach, if known; and
- b. The name and contact information for an employee of the Provider whom parents may contact to inquire about the breach.

10. Reimbursement of Expenses Associated with Security Breach. In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all costs and expenses that the LEA incurs in investigating and remediating the Security Breach, without regard to any limitation of liability provision otherwise agreed to between Provider and LEA, including but not limited to costs and expenses associated with:

- a. Providing notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law or contract;
- b. Providing credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the student's credit or financial security;
- c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA

as a result of the security breach; and

- d. Providing any other notifications or fulfilling any other requirements adopted by the Illinois State Board of Education or under other State or federal laws.

11. Transfer or Deletion of Student Data. The Provider shall review, on an annual basis, whether the Student Data it has received pursuant to the DPA continues to be needed for the purpose(s) of the Service Agreement and this DPA. If any of the Student Data is no longer needed for purposes of the Service Agreement and this DPA, the Provider will provide written notice to the LEA as to what Student Data is no longer needed. The Provider will delete or transfer Student Data in readable form to the LEA, as directed by the LEA (which may be effectuated through Exhibit D of the DPA), within 30 calendar days if the LEA requests deletion or transfer of the Student Data and shall provide written confirmation to the LEA of such deletion or transfer. Upon termination of the Service Agreement between the Provider and LEA, Provider shall conduct a final review of Student Data within 60 calendar days.

If the LEA receives a request from a parent, as that term is defined in 105 ILCS 10/2(g), that Student Data being held by the Provider be deleted, the LEA shall determine whether the requested deletion would violate State and/or federal records laws. In the event such deletion would not violate State or federal records laws, the LEA shall forward the request for deletion to the Provider. The Provider shall comply with the request and delete the Student Data within a reasonable time period after receiving the request.

Any provision of Student Data to the LEA from the Provider shall be transmitted in a format readable by the LEA.

12. Public Posting of DPA. Pursuant to SOPPA, the LEA shall publish on its website a copy of the DPA between the Provider and the LEA, including this Exhibit G.

13. Subcontractors. By no later than (5) business days after the date of execution of the DPA, the Provider shall provide the LEA with a list of any subcontractors to whom Student Data may be disclosed or a link to a page on the Provider's website that clearly lists any and all subcontractors to whom Student Data may be disclosed. This list shall, at a minimum, be updated and provided to the LEA by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1).

14. DPA Term.

- a. **Original DPA.** Paragraph 4 on page 2 of the DPA setting a three-year term for the DPA shall be deleted, and the following shall be inserted in lieu thereof: "This DPA shall be effective upon the date of signature by Provider and LEA, and shall remain in effect as between Provider and LEA 1) for so long as the Services are being provided to the LEA or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first. The Exhibit E General Offer will expire three (3) years from the date the original DPA was signed."
- b. **General Offer DPA.** The following shall be inserted as a new second sentence in Paragraph 1 of Exhibit E: "The provisions of the original DPA offered by Provider and accepted by Subscribing LEA pursuant to this Exhibit E shall remain in effect as between Provider and Subscribing LEA 1) for so long as the Services are being provided to Subscribing LEA, or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first."

15. **Termination.** Paragraph 1 of Article VII shall be deleted, and the following shall be inserted in lieu thereof: "In the event either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or been terminated. One party may terminate this DPA upon a material breach of this DPA by the other party. Upon termination of the DPA, the Service Agreement shall terminate."
16. **Privacy Policy.** The Provider must publicly disclose material information about its collection, use, and disclosure of Student Data, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document.
17. **Minimum Data Necessary Shared.** The Provider attests that the Student Data request by the Provider from the LEA in order for the LEA to access the Provider's products and/or services is limited to the Student Data that is adequate, relevant, and limited to what is necessary in relation to the K-12 school purposes for which it is processed.
18. **Student and Parent Access.** Access by students or parents/guardians to the Provider's programs or services governed by the DPA or to any Student Data stored by Provider shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this DPA.
19. **Data Storage.** Provider shall store all Student Data shared under the DPA within the United States.
20. **Exhibits A and B.** The Services described in Exhibit A and the Schedule of Data in Exhibit B to the DPA satisfy the requirements in SOPPA to include a statement of the product or service being provided to the school by the Provider and a listing of the categories or types of covered information to be provided to the Provider, respectively.

EXHIBIT "H"
Additional Terms or Modifications
Version _____

LEA and Provider agree to the following additional terms and modifications:

This is a free text field that the parties can use to add or modify terms in or to the DPA. If there are no additional or modified terms, this field should read "None."

For the avoidance of doubt, the definition of "Student Data" does not include Student Data provided directly to Parchment from the student or guardian/parent, as applicable, and not on behalf of the LEA under the Services Agreement and this DPA. Students may create their own accounts independently with Parchment outside of the scope of this DPA.

Exhibit G, Section 10. Notwithstanding anything to the contrary in this section, Parchment agrees to reimburse the LEA for such costs and expenses up to, and not to exceed, the amount of insurance proceeds allocated and payable to the LEA in connection with the applicable third party claim, or payable to the LEA as an additional insured, as applicable, under Parchment's insurance policies. Parchment will only provide credit monitoring if required by applicable law or if authorized and covered with respect to the particular security breach by its insurance provider.

Exhibit G, Section 11. Notwithstanding anything to the contrary in this section, LEA and Parchment agree that Parchment will delete or transfer Student Data provided to it by the LEA upon the written request of LEA or as otherwise required by applicable law. Parchment is not required to conduct an annual review of the Student Data.