



DECATUR PUBLIC SCHOOL DISTRICT #61  
BOARD OF EDUCATION  
AGENDA

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

April 27, 2021  
6:30 PM Open Session  
NO Closed Executive Session

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

**Strategic Plan Mission:**

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

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

**The Board of Education Parameters that Guide Our Work:**

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

**IO 1.0 CALL TO ORDER**  
Roll Call

**IO 2.0 PLEDGE OF ALLEGIANCE**

**AI 3.0 APPROVAL OF AGENDA, APRIL 27, 2021**

**IO 4.0 PUBLIC PARTICIPATION**

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

**DI 5.0 BOARD AND/OR OTHER COMMITTEE REPORTS**

- Discipline Action
- Schedule B
- Finance
- DPS Foundation
- Policies

- Human Resources
- Naming
- Joint – City, DPS 61 and Park District

## **STUDENT AMBASSADORS’S REPORT**

### **BOARD DISCUSSION**

- Resolution on Racism Report

## **IO 6.0 REPORTS FROM ADMINISTRATION**

- Facilities Operation Update (**S2**)
- Summer School Programming (**S1**)

## **AI 7.0 ROLL CALL ACTION ITEMS**

- Personnel Action Items (**S4**)
- Employment of a Principal at South Shores Elementary School (**S4**)
- Employment of an Assistant Principal at American Dreamer STEM Academy (**S4**)
- Employment of an Assistant Principal at Franklin Grove Elementary School (**S4**)
- Employment of an Assistant Principal at Stephen Decatur Middle School (**S4**)
- Employment of an Assistant Principal at Eisenhower High School (**S4**)
- Employment of an Assistant Principal at MacArthur High School (**S4**)
- Employment of an Assistant Principal at William Harris Learning Academy (**S4**)
- Memorandum of Understanding Extra Duties for an Employee on 6% Track (**S4**)
- Memorandum of Understanding Library Transition Facility Plan Implementation (**S4**)
- Memorandum of Understanding School Psychologist Workload Compensation (**S4**)
- Memorandum of Understanding Summer School Programming (**S4**)
- Contract Renewal for Brecht’s Database Solutions, Inc. that was previously approved by the Macon-Piatt Special Education District Board (**S1**)
- Contract from 1<sup>st</sup> Class Educator Professional Development (Equity) for Staff (Phase II and Phase III) for the 2021-2022 and 2022-2023 School Years (**S4**)
- Contract from 1<sup>st</sup> Class Educator Professional Development (Equity) for the District Leadership Team (Phase II) for 2021-2022 School Year (**S4**)
- Contract for LEAD 180 for the 2021-2022 School Year (**S4**)
- Contract for Starks Consulting for the 2021-2022 School Year (**S4**)
- Purchase of Nearpod and Flocabulary to be used District-Wide (**S1**)
- 2021-2022 Code of Conduct and Parent Handbook (**S1**)
- Security Resource Officer (SRO) Agreement (**S4**)
- E-Rate Data Center Upgrade (**S1**)
- Logitech Crayons (**S1**)
- Purchase of Boom Lift (**S2**)
- Bids for Johns Hill Auditorium Lighting (**S2**)
- Award Bid for Site Work (**S2**):
  - Parsons Elementary School

- Z. Low-bidder on Montessori Academy for Peace Bid Package C refused to execute the contract tendered and claimed a calculation error in its bid; low bidder is refusing to perform. All bidders are to be notified that all bids are rejected and Decatur Public School District 61 Summer 2021 Site Work Bid Package C will be rebid.

**AI 8.0 CONSENT ITEMS**

- A. Minutes: Open/Closed Session Meetings April 13, 2021
- B. Financial Conditions Report
- C. Treasurer's Report
- D. Illinois High School Association (IHSA) Memberships 2021-2022 **(S1)**
  - Eisenhower High School
  - MacArthur High School
- E. Athletic Plan for 2021-2022 **(S1)**
- F. Annual Power School (Talent Ed Perform, Records and Sync) Agreement **(S4)**
- G. Network Switch Purchase **(S1)**
- H. Resolution: Technology Recycling **(S2)**
- I. BLDD Contract for Durfee Demolition **(S2)**
- J. Resolution: Surplus Property at Stevenson Elementary School **(S2)**

**IO 9.0 IMPORTANT DATES**

- May** 03 Sine Die and Reorganization Board Meetings
- 5:00 PM, 1<sup>st</sup> Floor Board Room, Keil Administration Building
- 15 **MHS** Class of 2021 Graduation Ceremony
- 11:00 AM, MHS Field (weather permitting)
  - **MHS** rain date will be May 16 (4:30 PM)
- 15 **EHS** Class of 2021 Graduation Ceremony
- 5:00 PM, EHS Field (weather permitting)
  - **EHS** rain date will be May 16 (7:30 PM)

**NEXT MEETING**

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, May 11, 2021 at the Keil Administration Building.

**10.0 ADJOURNMENT**

# Johns Hill

- Drywall and Finishes
- Painting
- Flooring Ceilings, Lights, Trim Out
- Site Final Grading



Exterior Less Few Windows



East Entry



Classroom



# Muffley Elementary School

- Electric Switch Over on May 1
- Summer Abatement and Renovation
- School Directed Civil Work

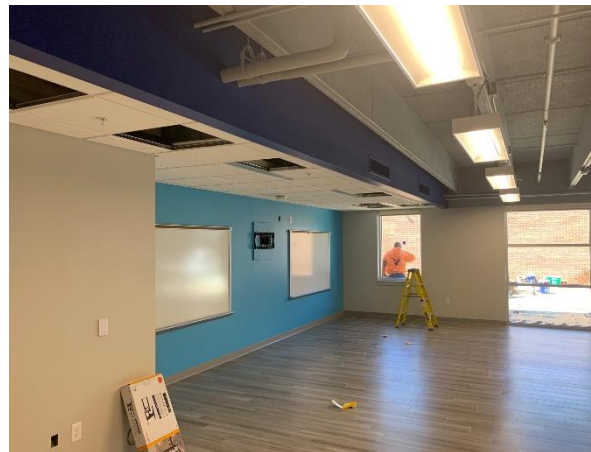


Gym, Complete with Floor Protected



## Parsons and Franklin

- Substantially Complete
- Punchlist, Commissioning
- School Directed Civil Work



Classroom – Pre Flooring

# Project Close Out

- Substantial Completion and Punchlist
  - Ongoing at Franklin and Parsons, Starting Summer John's Hill
    - Commissioning of HVAC
      - Training
        - MEP System Specific
          - Maintenance Points
          - Building Automation – Interface with DPS System
    - O&M
    - Service
    - Warranty Periods



**Decatur Public Schools**

*Educating for Success*

# **Restoration and Acceleration**

## ***2021 SUMMER PROGRAMS***

DR. JUDITH CAMPBELL  
P-12 DIRECTOR OF TEACHING AND LEARNING



# Restoration

**June 1st-June 24th**

- Grades Supported: PK-12 grade students
- Days: Monday-Thursday
- Student Times: 8:00-1:00 pm or 9:00-2:00 pm
- Instructional: 5 hours for students
- Staff: 6.25 hours for staff
- Content Areas of focus: ELA & Math  
(Science: Optional per teachers plans)



# Acceleration

**July 6th-July 29th**

- Grades Supported: PK-12th grade students
- Days: Monday-Thursday
- Student Times: 8:00-1:00 pm or 9:00-2:00 pm
- Instructional: 5 hours for students
- Staff: 6.25 hours for staff
- Content Areas of focus: (S.T.E.A.M) Science, Technology, Engineering, Art, & Math  
(ELA: Optional per teachers plans)



# June School Sites

The schools underlined are the schools that will be hosting and the schools in parenthesis will be the schools that will be joining the host building:

- Hope: (8:00-1:00 instructional)  
(Hope, Parsons/Stevenson, Johns Hill)
- Baum: (9:00-2:00 instructional)  
(Baum, Muffley)
- Montessori 8:00-1:00 instructional  
(Montessori)
- Dennis (Mosaic)(9:00-2:00 instructional)  
(Kaleidoscope, Mosaic)
- South Shores(9:00-2:00 instructional)  
(South Shores, Franklin/Oak Grove)
- Stephen Decatur 8:00-1:00 instructional  
(Stephen Decatur, American Dreamer)
- Pershing Early Learning(9:00-11:30 instructional)  
(Pershing Early Learning)
- Harris Alternative(9:00-2:00 instructional)  
(Harris Alternative/SEAP)
- MacArthur High School(8:00-1:00 instructional)  
(MacArthur High School)
- Eisenhower High School(8:00-1:00 instructional)  
(Eisenhower High School)





# July School Sites

The schools underlined are the schools that will be hosting and the schools in parenthesis will be the schools that will be joining the host building:

- Hope (8:00-1:00 instructional)  
(Hope, Parsons, Stevenson, Johns Hill)
- Baum (9:00-2:00 instructional)  
(Baum, Muffley)
- Dennis (Mosaic) (9:00-2:00 instructional)  
(Kaleidoscope, Mosaic)
- South Shores (9:00-2:00 instructional)  
(South Shores, Franklin/Oak Grove)
- Stephen Decatur (8:00-1:00 instructional)  
(Stephen Decatur, American Dreamer)
- Harris Alternative (9:00-2:00 instructional)  
(Harris Alternative/SEAP)
- MacArthur High School (8:00-1:00 instructional)  
(MacArthur High School)
- Eisenhower High School (8:00-1:00 instructional)  
(Eisenhower High School/Montessori)



# How Are The Extended Learning Programs Being Offered?

The goal is for extended learning to take place in person. However, there may be some sites and/or grades that virtual accommodations must be made.

Upon completion of applications, if virtual is a consideration due to specific circumstances for families, the site allows that option to be selected.



# District Preparation

- **School Sites Determined**
- **Staff Applications open until April 28th**
- **Curriculum/Camps Outlined**
- **Continued Collaboration with ALL internal and external Stakeholders**





# 2021 SUMMER PROGRAMS

**REGISTER  
ONLINE**



**&  
MORE  
DETAILS AT:**

**ENROLL NOW**

APRIL 14 - MAY 7, 2021

**MONDAY - THURSDAY'S**

**JUNE**

01-24

**Restoration**

**JULY**

06-29

**Acceleration**

**WWW.DPS61.ORG/SUMMERPROGRAMS**



## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> Personnel Action
<b>Initiated By:</b> Jason Hood, Director of Human Resources, and the Human Resources Department	<b>Attachments:</b> 14 Pages of Personnel Action
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### BACKGROUND INFORMATION:

Per Board Policy 5:30: Hiring Process and Criteria – The District hires the most qualified personnel consistent with budget and staffing requirements and in compliance with School board policy on equal employment opportunities and minority recruitment. *Personnel action supports the Department of Teaching and Learning by ensuring the most qualified staff are hired.*

### CURRENT CONSIDERATIONS:

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

### FINANCIAL CONSIDERATIONS:

These positions are in the budget.

### STAFF RECOMMENDATION:

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

### RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

**BOARD ACTION:** \_\_\_\_\_



**To: Board of Education**  
**From: Jason M. Hood**  
**Director of Human Resources**  
**Date: April 22, 2021**  
**Board Date: April 27, 2021**  
**Re: Personnel Action**

**EMPLOYMENT RECOMMENDATIONS**

**ADMINISTRATOR:**

Name	Position	Effective Date
Marques Stewart	P-12 Assistant Director of Teaching and Learning, Transitional Contract; 1 sick day, 1 vacation day, 1 personal day and all associated employee benefits per the Administrator and Administrative Support Staff Compensation and Benefits Handbook (March 23, 2021)	June 1, 2021

**TEACHERS:**

Name	Position	Effective Date
Kassondra Binion	Cross Categorical, Dennis Mosaic ( <i>Pending Licensure</i> )	August 11, 2021
Joshua Greve	Cross Categorical, Stephen Decatur ( <i>Pending Licensure</i> )	August 11, 2021
Alandrea Pfeifer	Business, MacArthur	August 11, 2021
Alicia Rosier	Music, Parsons ( <i>Pending Licensure</i> )	August 11, 2021
Eric Schroeder	Music, Baum	August 11, 2021

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

**ADMINISTRATIVE SUPPORT:**

Name	Position	Effective Date
James Clayton Meeks-Shay	Educational Media Support 1, IT	April 20, 2021

**OFFICE PERSONNEL:**

Name	Position	Effective Date
Gloria Chalmers	Textbook Secretary, PDI	June 1, 2021

**CUSTODIANS:**

Name	Position	Effective Date
Valerie Shelby	1st Shift Custodian, All Schools	May 6, 2021
DeAnte Smith	1st Shift Custodian, All Schools	April 26, 2021
Smitty Smith	1st Shift Custodian, All Schools	May 3, 2021

**SECURITY PERSONNEL:**

Name	Position	Effective Date
Stephen Miner	School Security Officer, American Dreamer STEM Academy	April 26, 2021

**SCHEDULE B:**

Name	Position	Effective Date
Paige Brehm	Middle School Grade 7 Volleyball Coach, Johns Hill	April 12, 2021
Melissa Goede	Student Council, Parsons	August 11, 2021
Carol Scharfenberg	Elementary Cross Country Coach, Parsons	August 11, 2021
Carol Scharfenberg	Elementary Track Coach, Parsons	August 11, 2021
Robert Sangster	Middle School Basketball Coach, Montessori Academy of Peace	March 22, 2021

**TEMPORARY SUMMER ASSIGNMENT (NOT TO EXCEED MORE THAN 600 HOURS)****MAINTENANCE:**

Name	Position	Effective Date
Donald Fuiten	Temporary Maintenance Worker, Buildings & Grounds	May 24, 2021

Gary McMillin	Temporary Maintenance Worker, Buildings & Grounds	May 24, 2021
Steve Stolle	Temporary Maintenance Worker, Buildings & Grounds	May 24, 2021

**TEMPORARY SUMMER ASSIGNMENT (NOT TO EXCEED 90 DAYS)**

**MAINTENANCE:**

Name	Position	Effective Date
Deborah Boles	1st Shift Maintenance Worker, Buildings & Grounds	June 1, 2021
Kate McCray	1st Shift Maintenance Worker, Buildings & Grounds	June 28, 2021
Matthew Morgret	1st Shift Maintenance Worker, Buildings & Grounds	June 1, 2021
Ian Smith	1st Shift Maintenance Worker, Buildings & Grounds	June 1, 2021

**TRANSFERS**

**TEACHERS:**

Name	Position	Effective Date
Brianne Barrett	From Grade 1, Franklin to Grade 1, Franklin Grove	August 11, 2021
Peter Brown	From Elementary PE, Stevenson to Elementary PE, Parsons	August 11, 2021
Lauren Capranica	From Grade 6, Oak Grove to Grade 6, Franklin Grove	August 11, 2021
Elizabeth Case	From Cross Categorical, Stevenson to Cross Categorical, Parsons	August 11, 2021
Abigail Cohlmeier	From Grade 4, Oak Grove to Grade 4, Franklin Grove	August 11, 2021
Linda Cole	From Cross Categorical, Stevenson to Cross Categorical, Eisenhower	August 11, 2021

Aimee Coverstone	From SED, Muffley to Life Skills, Baum	August 11, 2021
Scott Davidson	From Elementary PE, Oak Grove to Elementary PE, Franklin Grove	August 11, 2021
Chelsea Davis	From Kindergarten, Franklin to Kindergarten, Franklin Grove	August 11, 2021
Charles Durst	From Grade 5, Oak Grove to Grade 6, Franklin Grove	August 11, 2021
Kathleen Fornear	From Cross Categorical, Franklin to Cross Categorical, Franklin Grove	August 11, 2021
Kay Green	From Grade 2, Franklin to Grade 2, Franklin Grove	August 11, 2021
Heather Groves	From Grade 4, Franklin to Grade 1, Franklin Grove	August 11, 2021
Logan Guttschow	From Elementary Music, Stevenson to Elementary Music, Parsons	August 11, 2021
Skyler Harford	From Grade 2, Baum to Grade 5, Baum	August 11, 2021
Rebecca Harman	From Grade 5, Stevenson to Grade 5, Parsons	August 11, 2021
Denita Hentz	From Grade 1, Franklin to Grade 1, Franklin Grove	August 11, 2021
Carolynn Keizer	From Grade 4, Oak Grove to Grade 4, Franklin Grove	August 11, 2021
C Roxann Kennedy	From Grade 1, Stevenson to Grade 1, Parsons	August 11, 2021
Olivia Mannlein	From Grade 3, Stevenson to Grade 3, Parsons	August 11, 2021
Tessa Meinders	From Kindergarten, Stevenson to Kindergarten, Parsons	August 11, 2021
Erin Miller	From Kindergarten, Oak Grove to Kindergarten, Franklin Grove	August 11, 2021
JoBeth Page	From Grade 5, Franklin to Grade 5, Franklin Grove	August 11, 2021
Sheree Park	From Grade 2, Stevenson to Grade 2, Parsons	August 11, 2021

Blair Paulson	From Grade 3, Oak Grove to Grade 3, Franklin Grove	August 11, 2021
Patricia Paulson	From Grade 5, Franklin to Grade 5, Franklin Grove	August 11, 2021
Tonya Peters	From Speech Language Pathologist, Sangamon Valley to Speech Language Pathologist, Pershing	August 11, 2021
Kristin Portis	From Grade 4, Franklin to Grade 4, Franklin Grove	August 11, 2021
Wendy Ragsdale	From Life Skills, Stephen Decatur to Life Skills Hope Academy	August 11, 2021
Shannen Ray	From Life Skills, MacArthur to Life Skills, Hope Academy	August 11, 2021
Amanda Reeve	From Grade 2, Oak Grove to Grade 2, Franklin Grove	August 11, 2021
Mary Rossi	From Grade 4, Hope Academy to Grade 1, Muffley	August 11, 2021
Deanna Russell	From Art, Oak Grove to Art, Franklin Grove	August 11, 2021
Carrie Sager	From Grade 3, Stevenson to Grade 3, Parsons	August 11, 2021
Tamara Schmitt	From Cross Categorical, Oak Grove to Cross Categorical, Franklin Grove	August 11, 2021
Abby Schoolman	From Elementary PE, Franklin to Elementary PE, Franklin Grove	August 11, 2021
Melissa Schulz	From Kindergarten, Oak Grove to Kindergarten, Franklin Grove	August 11, 2021
Madison Stark	From Grade 3, Oak Grove to Grade 3, Franklin Grove	August 11, 2021
Joshua Thornton	From Middle School Math, Dennis Mosaic to Math, MacArthur	August 11, 2021
Nichole Torbert	From Grade 6, Franklin to Grade 6, Franklin Grove	August 11, 2021



Chase Tucker	From Grade 5, Oak Grove to Grade 5, Franklin Grove	August 11, 2021
Karissa Tucker	From Elementary Music, Oak Grove to Elementary Music, Franklin Grove	August 11, 2021
Vernadene Wells	From Grade 2, Franklin to Grade 2, Franklin Grove	August 11, 2021
Olivia Wernecke	From Grade 6, Stevenson to Grade 6, Parsons	August 11, 2021
Stacey Wilson	From Grade 2, Stevenson to Grade 2, Parsons	August 11, 2021

TEACHING ASSISTANTS:

Name	Position	Effective Date
Tracy Bauer	From K/1 Instructional Assistant, Oak Grove, 6 hours per day to K/1 Instructional Assistant, Franklin Grove, 6 hours per day	August 11, 2021
Betty Berry	From Special Ed LPN Assistant, MacArthur, 7.75 hours per day to Kindergarten Assistant, South Shores, 6 hours per day	August 11, 2021
Cindy Cannon	From Library Media Assistant, Oak Grove, 5 hours per day to Grade 1 Assistant, South Shores, 6 hours per day	August 11, 2021
Mary Ann Carr	From K/1 Instructional Assistant, Baum, 3 hours per day to K/1 Instructional Assistant, Baum, 5 hours per day	March 22, 2021
Mary Ann Carr	From K/1 Instructional Assistant, Baum, 5 hours per day to K/1 Instructional Assistant, South Shores, 3 hours per day	August 11, 2021
William Clark	From Cross Categorical Assistant, Sangamon Valley, 6 hours per day to Cross Categorical Assistant, Dennis Mosaic, 6 hours per day	August 11, 2021
Chelle Gooden	From Care (Calm)/Recovery Room Assistant, Franklin, 6.5 hours per day to Care (Calm)/Recovery Room Assistant, Franklin Grove, 6.5 hours per day	August 11, 2021

Kathy Hendricks	From Leave to Grade 3 Assistant, Franklin Grove, 6 hours per day	August 11, 2021
Simone Houston	From K/1 Instructional Assistant, South Shores, 6 hours per day to Grade 2 Assistant, Franklin Grove, 6 hours per day	August 11, 2021
Anastacia Johansen	From Life Skills Assistant, Stephen Decatur, 6.25 hours per day to Cross Categorical Assistant, Stephen Decatur, 6.25 hours per day	August 11, 2021
Clarice Lancaster	From K/1 Assistant, Stevenson, 6 hours per day to K/1 Assistant, Parsons, 6 hours per day	August 11, 2021
Mary Morrow	From K/1 Assistant, Stevenson, 6 hours per to K/1 Assistant, Parsons, 6 hours per day	August 11, 2021
Sally Myers	From Library Media Assistant, Franklin, 5 hours per day to Library Media Assistant, Franklin Grove, 5 hours per day	August 11, 2021
Kara Nihiser	From Life Skills Assistant, Stephen Decatur, 6.25 hours per day to Cross Categorical Assistant, Stephen Decatur, 6.25 hours per day	August 11, 2021
Cynthia Phillips	From K/1 Assistant, Franklin, 6 hours per day to K/1 Assistant, Franklin Grove, 6 hours per day	August 11, 2021
Annalisa Rotramel	From Class Size Assistant, Stevenson, 6 hours per day to Life Skills Assistant, Hope Academy, 6 hours per day	August 11, 2021
Shannon Suhl	From Care (Calm)/Recovery Room Assistant, Oak Grove, 6 hours per day to Grade 4 Assistant, Franklin Grove, 6 hours per	August 11, 2021
Patrice Springfield	From K/1 Assistant, Franklin, 6 hours per day to K/1 Assistant, Franklin Grove, 6 hours per day	August 11, 2021
Brya Turnbo	From Essential Skills, MacArthur, 6.5 hours per day to Cross Categorical, MacArthur, 6.5 hours per day	August 11, 2021

Shelby Wilcox	From Life Skills Assistant, MacArthur, 6.5 hours per day to Life Skills Assistant, Montessori Academy for Peace, 6 hours per day	August 11, 2021
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OUTREACH PERSONNEL:

Name	Position	Effective Date
Felicia Greene	From School/Family Liaison, Stevenson, 5.5 hours per day to School/Family Liaison, Parsons, 4.5 hours per day	August 11, 2021
Courtney Traeger	From School/Family Liaison, Franklin to School/Family Liaison, Franklin Grove	August 11, 2021

OFFICE PERSONNEL:

Name	Position	Effective Date
Sarah Monette	From Elementary Part-time Secretary, Franklin, 2 hours per day to Elementary Part-time Secretary, Franklin Grove, 2 hours per day	August 11, 2021
Penny Rutherford	From Secretary to the Elementary Principal, Franklin to Secretary to the Elementary Principal, Franklin Grove	August 11, 2021
Kia Softley-Brummett	From the Main Office Receptionist, MacArthur to Secretary to the High School Principal, MacArthur	April 26, 2021

CUSTODIANS:

Name	Position	Effective Date
Robin Anderson	From 1st Shift Head Custodian, Oak Grove to 1st Shift Custodian, Johns Hill	April 19, 2021
Kawanda Briggs	From 2nd Shift Custodian, Eisenhower to 2nd Shift Custodian, Montessori Academy for Peace/Baum	April 12, 2021

Richard Drew	From 2nd Shift Custodian, All Schools to 2nd Shift Custodian, South Shores	April 19, 2021
Amanda Francis	From 2nd Shift Custodian, Franklin to 2nd Shift Custodian, Franklin Grove	August 11, 2021
Tamara Garner	From 2nd Shift Head Custodian, Eisenhower to 2nd Shift Custodian, Johns Hill	May 3, 2021
Nadia Heckman	From 2nd Shift Custodian, South Shores to 2nd Shift Custodian, Eisenhower	April 12, 2021
Ron Maier	From 1st Shift Custodian, Franklin to 1st Shift Custodian, Franklin Grove	August 11, 2021
Latrell Phillips	From 1st Shift Custodian, All Schools to 2nd Shift Custodian, Eisenhower	April 26, 2021
Rory Waller	From 2nd Shift Custodian Johns Hill to 1st Shift Custodian, Johns Hill	April 19, 2021

### **RESIGNATIONS**

#### **ADMINISTRATOR:**

Name	Position	Effective Date
Khari Grant	Assistant Principal, Parsons	July 26, 2021

#### **TEACHERS:**

Name	Position	Effective Date
Macie Gillis	Grade 3, Franklin	End of the 2020-2021 School Year
Samantha Johnson	Life Skills, Parsons	June 1, 2021
Nicole Jones	Cross Categorical, Hope Academy	June 1, 2021
Alexandra Rodriguez	Middle School Orchestra, Montessori Academy for Peace	End of the 2020-2021 School Year

**ADMINISTRATIVE SUPPORT:**

Name	Position	Effective Date
Meagan Novak	Student Interventionist, Student Services	June 4, 2021

**SCHEDULE B:**

Name	Position	Effective Date
Nicholas Spannaus	Elementary Girls Basketball Coach, Johns Hill Magnet School	April 14, 2021
Nicholas Spannaus	Elementary Boys Basketball Coach, Johns Hill Magnet School	April 14, 2021
Steve Thompson	Head Football Coach, Eisenhower	April 16, 2021
Josh Thornton	Elementary Cross Country Coach, Dennis Mosaic Campus	April 12, 2021

**RETIREMENTS****TEACHING ASSISTANT:**

Name	Position	Effective Date
Melinda Daum	Behavior Specialist Assistant, Macon Piatt	End of the 2022-2023 School Year

**CUSTODIAN:**

Name	Position	Effective Date
Sandra Newberry	2nd Shift Custodian, MacArthur	June 30, 2021

**COMPENSATION RECOMMENDATIONS:**

- The following staff members should be compensated **\$352.00** for participating in School Improvement Meetings on September 14, 28, October, 19, November 4, 30, December 7, 15, 2020 and January 12, 21, February 18, March 8, 2021 at Baum:
 

Larry Eastin	Katie Hill
Jewel Grady	Jennifer Thomas
Joni Grubbs	
- The following staff members should be compensated **\$66.00** for participating in LEAD 180 on April 14, 2021 at PDI via Zoom:
 

Ashley Major	Meredith Crook
Courtney Kaufman	Karen McFadin



Emily Stogner

Amanda Kunzeman

- The following staff members should be compensated for participating in Honor Algebra 1 Recommendations and Qualifying Assessment on April 9, 2021 at PDI via Zoom:

Hannah Lybarger	\$25.00	Sarah Garrison	\$25.00
Marlo Willett	\$25.00	Sarah Jones	\$25.00
Kim Vy Williams	\$25.00	Kevin Jones	\$25.00
Todd Garner	\$25.00	Kelli Murray	\$50.00
- The following staff members should be compensated **\$33.32** for participating in Learning Science on April 13, 2021 at Hope Academy:

Annette Kirkpatrick	Tonyan Young
Carla Giberson	Terri Ellis
- The following staff members should be compensated **\$148.50** for participating in LEAD 180 on March 8, 30 and April 1, 8, 2021 at PDI via Zoom:

Mike Coziahr	Diane Orr
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- The following staff member should be compensated **\$66.00** for participating in LEAD 180 on April 6, 2021 at PDI via Zoom:

Sonja Tillery-Aten
- The following staff members should be compensated **\$33.00** for participating in Safe Zone on April 7, 2021 at South Shores:

Lorraine Major	Autumn Lourash
Kristy Watrous	Joshua Fazekas
Tricia Athey	Angela Mann
Cassie Walden	Heather Scott
Sara Kennedy	Nathan Schorfheide
Bobbi Clark	Jaime Goodman
Greg Smith	Sarah Walczyk
- The following staff members should be compensated **\$198.00** for participating in Tutoring on April 6, 7 & 8, 2021 at Stevenson:

Peter Brown	Olivia Wernecke
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- The following staff members should be compensated **\$66.00** for participating in LEAD 180 on April 8, 2021 at PDI via Zoom:

Greg Smith	Ann Downey
Ashley Robinson	Amanda Reeve
Alicia Alves	Christy Kernaghan
Cassie Walden	Linda Stubblefield
Carissa Craven	Yolanda Minor
Patricia Paulson	Kathryn Rodgers

Carrie Sager  
Albulena Emroski  
Olivia Mannlein

Ben Steele  
Stacey Williams  
Natalie Click

- The following staff members should be compensated **\$66.00** for participating in LEAD 180 on April 15, 2021 at PDI via Zoom:

Ashley Robinson  
Greg Smith  
Diane Orr  
Kelli Murray  
Carissa Craven  
Albulena Emroski  
Casey Hannah  
Krystal Reyes  
Patricia Paulson  
Ben Steele

Alicia Alves  
Ashley Kitson  
Olivia Mannlein  
Brett Palmer  
Carrie Sager  
Carla Giberson  
Sarah Jones  
Stacey Williams  
Natalie Click

- The following staff members should be compensated for participating in SS Pilot Presenters on March 11, 2021 at PDI via Zoom:

Brooke Segelhort	\$264.00
Michael Coziahr	\$297.00
Carla Giberson	\$231.00
Carrie Aultman	\$66.00
Audrey Jump	\$132.00
Brittany Huff	\$198.00
Stacey Long	\$264.00
Bryan Kenney	\$264.00
Kimberly Miller	\$264.00
Pamela Blades	\$99.00

Michelle Houchins	\$264.00
Courtney Settles	\$66.00
Diane Orr	\$198.00
Carrie Sager	\$297.00
Rebecca Harman	\$247.50
Yolanda Minor	\$214.50
Kelli Murray	\$198.00
Rhonda Thomas-Cox	\$231.00
Temethia Joyner	\$66.00

- The following staff members should be compensated **\$16.66** for participating in SS Pilot Attendees on March 11, 2021 at PDI via Zoom:

Kristin Price  
Rhonda Ganley  
Morgan Noel  
Jill Robertson  
Ann Downey  
Carol Dance  
Kimberly Taylor  
Rebecca Cordova  
Juanita Williams  
Deborah Sonder  
Ashley Robinson  
Heather Groves

Amanda Wrigley  
Tonya Kates  
Kayla Fleming  
Sean Flaherty  
Patricia Paulson  
Carissa Craven  
Cassie Mann  
Samuel Mills  
Stuart Leo  
Paula Gruen  
Ashley Kitson  
Angie Guernsey

Summer Boyd  
Zachary Senger

Penny Jones

- The following staff members should be compensated for participating in LEAD 180 on April 13, 2021 at PDI via Zoom:

Matthew Gremo	\$66.00	Ben Steele	\$66.00
Ron Lybarger	\$66.00	Alicia Alves	\$66.00
Greg Smith	\$66.00	Carrie Sager	\$66.00
Sarah Jones	\$66.00	Christy Kernaghan	\$66.00
Kathryn Rodgers	\$66.00	Olivia Mannlein	\$66.00
Ashley Kitson	\$66.00	Cassie Walden	\$66.00
Jennifer Young	\$66.00	Amanda Reeve	\$66.00
Kelsey Doubet	\$66.00	Diane Orr	\$49.50
Stephani Bellinger	\$66.00	Stacey Williams	\$66.00
Albulena Emroski	\$66.00	Carrie Haley	\$66.00
Justin Baer	\$66.00	Krystal Reyes	\$66.00
Linda Stubblefield	\$66.00	Natalie Click	\$66.00
Kelli Murray	\$66.00	Carissa Craven	\$66.00
Ashley Robinson	\$66.00		

- The following staff members should be compensated for participating in Tutoring on April 20, 2021 at Stevenson:

Olivia Wernecke	\$264.00	Peter Brown	\$99.00
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- The following staff members should be compensated for participating in Grade Level Meeting on March 1, 2021 at Muffley:

Aimee Coverstone	\$66.68	Hilda Nicholls	\$200.04
Jodi Folmsbee	\$500.10	Megan Noel	\$41.68
Megan Hull	\$83.35	Diane Orr	\$41.68
Libby Kirkland	\$300.06	Melissa Prasun	\$666.80
Madeline Morthland	\$66.68		

- The following staff members should be compensated **\$66.00** for participating in LEAD 180 on April 20, 2021 at PDI via Zoom:

Morgan Wolter	Christy Kernaghan
Stacey Long	Diane Orr
Amanda Reeve	Carrie Sager
Ashley Kitson	

- The following staff members should be compensated for participating in Tutoring on April 21, 2021 at Montessori Academy for Peace:

Joann Thompson	\$165.00	Tonya Kates	\$66.00
Morgan Norsen	\$250.80		

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

Ann Downey	\$750.00	Jack Haskell	\$1,250.00
Ferlaxnes Carson	\$1,250.00	Merry Lanker	\$1,000.00
Yolanda Minor	\$1,500.00	William Miller	\$1,000.00
Nicole Long	\$1,000.00	JaDawn Bryant	\$1,500.00
Tom Beller	\$1,250.00	Yolanda Brown	\$1,500.00
Charles Jones	\$1,000.00	Yolanda Brown	\$1,500.00
Dave Mattingly	\$625.00	Aubrey Jump	\$1,000.00
- The following staff members should be compensated for participating in Schedule B Mentoring/Coaching/Athletics during 2nd semester via Zoom:

Stephani Bellinger	\$750.00	Mike Landacre	\$1,000.00
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- The following staff member should be compensated **\$400.00** monthly for Buildings & Grounds additional duties effective April 20, 2021:  
 Danny Hainline
- The following staff member should be compensated **\$1,000.00** monthly for Buildings & Grounds additional duties effective April 20, 2021:  
 Henry Walker
- The following staff members should be compensated for participating in Schedule B Mentoring/Coaching/Athletics during 2nd semester via Zoom:

Joshua Lipa	\$1,000.00	Jaime Goodman	\$750.00
Sara Nave	\$600.00		
- The following staff member should be compensated **\$500.00** for the X-Step for her years of service to Decatur Public Schools:  
 Sandra Newberry
- The following staff member should be compensated **\$3,500.00** for the X-Step for her years of service to Decatur Public Schools:  
 Melinda Daum

To: Dr. Paul Fregeau, Superintendent  
From: Jason M. Hood, Director of Human Resources  
Date: April 27, 2021  
Re: Administrative Recommendation

The following person is recommended for the position of Principal at South Shores Elementary School for the 2021-2022 school year.

Geneka Gully

Education:

2012	M.S.	Administration, Lindenwood University, St Charles, MO
2006	B.S.	Special Education, MacMurray College, Jacksonville, IL

Experience:

2018 – 2019	Assistant Principal, Springfield School District 186
2016 – 2018	Assistant Principal, East St Louis School District 189
2014 – 2016	Special Improvement Specialist, East St Louis School District 189
2006 – 2014	Teacher, East St Louis School District 189

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For payroll purposes only

Effective: July 6, 2021

Pro-rated: Yes ☐ No ☒

Level: 16 Step: 8

Base Salary: \$95,825.00

Number of full contract days: 240

TRS: as allowable

Illinois Certificate Number: 782001

Salary approved \_\_\_\_\_

Date \_\_\_\_\_

**PRINCIPAL'S CONTRACT**  
**Fiscal Year 2021-2023**

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021 by and between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board" or "the District") and **Geneka Gully** (hereinafter "the Principal "), ratified at the meeting of the Board held on April 27, 2021, as found in the minutes of that meeting.

**IT IS AGREED:**

**1. Employment.** The Principal is hereby hired and retained from July 1, 2021, to June 30, 2023, as Principal - Elementary.

**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 a the Principal-Elementary; and to perform such other duties normally performed by a 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 salary for the Principal. For the 2021-2022 contract year the amount of the Principal's salary shall be Ninety-Five Thousand Eight Hundred Twenty-Five Dollars and no/100 \$95,825.00 per annum 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 paid during the previous Contract year. 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 an approved amendment motion 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 motion.

**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. 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 Principal 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 1<sup>st</sup> of each year, the Superintendent or designee shall review with the Principal 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 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.

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

**9. Other Work.** With the permission of the Assistant Superintendent in advance, 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 .

**10. 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.

**11. Termination by Contract.** During the term of this Contract, the Board and Principal may mutually agree, in writing, to terminate this Contract.

**12. 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.

**13. 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.

**14. 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.

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

**16. Medical Insurance.** 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).

**17. Life Insurance.** Principal 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.** Principal 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.** 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).

**20. 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 her ability to perform the essential functions of her 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.** Principal's residency within the boundaries of the District 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 the District prior to August 1, 2021. Failure to establish and maintain residency within the political boundaries of the school district 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 Principal:  
Geneka Gully  
(address on file)

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

**25. Contract Extension.** At the end of any year of this Contract, the Board and 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.

**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.

\_\_\_\_\_  
**Principal**

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

By: \_\_\_\_\_  
**President**

**ATTEST:**

\_\_\_\_\_  
**Secretary**

To: Dr. Paul Fregeau, Superintendent  
From: Jason M. Hood, Director of Human Resources  
Date: April 27, 2021  
Re: Administrative Recommendation

The following person is recommended for the position of Assistant Principal at American Dreamer STEM Academy for the 2021-2022 school year.

Querida Ellis

Education:

2021	M.A.	Educational Leadership, Eastern University, Charleston, IL
2011	M.A.	Elementary Education, Eastern University, Charleston, IL
2007	B.S.	Elementary Education, Millikin University, Decatur, IL

Experience:

2019-present	Professional Development Specialist, Macon-Piatt ROE
2012-2019	Instructional Coach, Decatur Public School District
2007-2012	Teacher, Decatur Public School District

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For payroll purposes only

Effective: July 26, 2021

Pro-rated: Yes ☐ No ☒

Level: 14 Step: 5

Base: \$72,665.00

Number of full contract days: 200

TRS: as allowable

Prorated:

Certified Number:

Pending Illinois Certification: 726676

Salary approved \_\_\_\_\_

Date \_\_\_\_\_

**ASSISTANT PRINCIPAL'S CONTRACT**  
**Fiscal Year 2021-2022**

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021 by and between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board") and **Querida Ellis**, (hereinafter "the Assistant Principal"), ratified at the meeting of the Board held on April 27, 2021 as found in the minutes of that meeting.

**IT IS AGREED:**

**1. Employment.** The Assistant Principal is hereby hired and retained from July 1, 2021 to June 30, 2022, as Assistant Principal.

**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; 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 the amount of the Assistant Principal's salary shall be set by the Board but shall not be less than Seventy-Two Thousand Six Hundred Sixty-Five Dollars and no/100 (\$72,665.00) per annum. 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 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's progress toward established goals and working relationships among the Superintendent, the District leadership team, the 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 Assistant Principal in accordance with the laws of the State of Illinois and as directed by the Board.

**8. Other Work.** With the permission of the Superintendent or Assistant Superintendent in advance, 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.

**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:  
Querida Ellis  
last known address

**22. Residency.** Assistant Principal's residency within the boundaries of the District 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 the District prior to August 1, 2021. Failure to establish and maintain residency within the political boundaries of the school district shall be deemed material breach of Contract and shall be sufficient cause to terminate this Contract.

**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 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.

**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.

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**Assistant Principal**

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

By: \_\_\_\_\_  
**President**

**ATTEST:**

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**Secretary**



To: Dr. Paul Fregeau, Superintendent  
From: Jason M. Hood, Director of Human Resources  
Date: April 27, 2021  
Re: Administrative Recommendation

The following person is recommended for the position of Assistant Principal at Franklin Grove School for the 2021-2022 school year.

Stephanie Strang

Moving from Teacher (180 day), (step 28 at \$74,220) to the Assistant Principal (200 day) at Franklin Grove School, (step 21 at \$85,198)

Education:

2001	M.S.	Educational Administration, Eastern Illinois University, Charleston, IL
1993	B.S.	Elementary Education, Millikin University, Decatur, IL

Experience:

2005 – current	Principal, Decatur Public Schools
1996 – 2004	Teacher, Decatur Public Schools

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For payroll purposes only

Effective: July 26, 2021

Pro-rated: Yes ☐ No ☒

Level: 14 Step: 21

Base Salary: \$85,198.00

Number of full contract days: 200

TRS: as allowable

Illinois Certificate Number: 310874

Salary approved \_\_\_\_\_

Date \_\_\_\_\_

**ASSISTANT PRINCIPAL'S CONTRACT**  
**Fiscal Year 2021-2022**

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021 by and between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board") and **Stephanie Strang**, (hereinafter "the Assistant Principal"), ratified at the meeting of the Board held on April 27, 2021 as found in the minutes of that meeting.

**IT IS AGREED:**

**1. Employment.** The Assistant Principal is hereby hired and retained from July 1, 2021 to June 30, 2022, as Assistant Principal - Elementary.

**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; 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 the amount of the Assistant Principal's salary shall be set by the Board but shall not be less than Eighty-Five Thousand One Hundred Ninety-Eight Dollars and no/100 (\$85,198.00) per annum. 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 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. Academic Improvement and Student Performance Goals.** This Contract is a performance-based Contract linked to student performance and academic improvement of the District. The Assistant Principal shall strive to meet the goals during the term of this Contract. The parties agree the goals and indicators are linked to student performance and academic improvement of the District.

Annually, the Assistant Principal, with the assistance of her administrative team, shall:

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

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

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

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

**7. Evaluation.** Annually, but no later than March 1st of each year, the Assistant Superintendent or designee shall review with the Assistant Principal's progress toward established goals and working relationships among the Superintendent, the District leadership team, 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.

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

**9. Other Work.** With the permission of the Superintendent or Assistant Superintendent in advance, 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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).

**16. 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).

**17. 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).

**18. 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).

**19. 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).

**20. 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.

**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. 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:  
Stephanie Strang  
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 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.

**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.

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**Assistant Principal**

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

By: \_\_\_\_\_  
**President**

**ATTEST:**

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**Secretary**

To: Dr. Paul Fregeau, Superintendent  
From: Jason M. Hood, Director of Human Resources  
Date: April 27, 2021  
Re: Administrative Recommendation

The following person is recommended for the position of Assistant Principal at Stephen Middle School for the 2021-2022 school year.

Heather England

Moving from Teacher (180 day), (step 12 at \$49,970) at Stephen Decatur to the Assistant Principal (200 day) at Stephen Decatur, (step 5 at \$75,208)

Education:

2021	M.S.	Educational Leadership, Eastern Illinois University, Charleston, IL
2009	B.S.	Elementary Education, Millikin University, Decatur, IL

Experience:

2010 – present	Teacher, Decatur Public Schools
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For payroll purposes only

Effective: July 26, 2021

Pro-rated: Yes ☐ No ☒

Level: 14 Step: 5

Base Salary: \$75,208.00

Number of full contract days: 200

TRS: as allowable

Certificate Number:

Pending Illinois Certification: 840153

Salary approved \_\_\_\_\_

Date \_\_\_\_\_

**ASSISTANT PRINCIPAL'S CONTRACT**  
**Fiscal Year 2021-2022**

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021 by and between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board") and **Heather England**, (hereinafter "the Assistant Principal"), ratified at the meeting of the Board held on April 27, 2021 as found in the minutes of that meeting.

**IT IS AGREED:**

**1. Employment.** The Assistant Principal is hereby hired and retained from July 1, 2021 to June 30, 2022, as Assistant Principal-Middle 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-Middle 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 the amount of the Assistant Principal's salary shall be set by the Board but shall not be less than Seventy-Five Thousand Two Hundred Eight Dollars and no/100 (\$75,208.00) per annum. 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 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's progress toward established goals and working relationships among the Superintendent, the District leadership team, the 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 Assistant Principal in accordance with the laws of the State of Illinois and as directed by the Board.

**8. Other Work.** With the permission of the Superintendent or Assistant Superintendent in advance, 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.

**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:  
Heather England  
last known address

**22. Residency.** Assistant Principal's residency within the boundaries of the District 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 the District prior to August 1, 2021. Failure to establish and maintain residency within the political boundaries of the school district shall be deemed material breach of Contract and shall be sufficient cause to terminate this Contract.

**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 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.

**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.

\_\_\_\_\_  
**Assistant Principal**

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

By: \_\_\_\_\_  
**President**

**ATTEST:**

\_\_\_\_\_  
**Secretary**

To: Dr. Paul Fregeau, Superintendent  
From: Jason M. Hood, Director of Human Resources  
Date: April 27, 2021  
Re: Administrative Recommendation

The following person is recommended for the position of Assistant Principal of Eisenhower High School for the 2021-2022 school year.

Paul Ranstead

Moving from Assistant Principal (200 day), (step 19 at \$83,502) at William Harris to the Assistant Principal (261 day) at Eisenhower, (step 19 at \$98,311)

Education:

2006	M.S.	Educational Administration, Eastern Illinois University, Charleston, IL
1996	B.S.	Elementary Education, University of Illinois, Champaign, IL

Experience:

2014-present	Assistant Principal, Decatur Public Schools
2013-2014	Associate Principal, Champaign Unit 4
2009-2013	Associate Principal/Interim Principal, Champaign Unit 4
2007-2009	Dean of Students, Champaign Unit 4
2006-2007	Assistant Principal, Decatur Public Schools
1998-2006	Teacher, St. Joseph CCSD #169

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For payroll purposes only

Effective: July 1, 2021

Pro-rated: Yes ☐ No ☒

Level: 14 Step: 19

Base: \$ 98,311.00

Number of full contract days: 260

TRS: as allowable

Prorated:

Certified Number: 382584

Salary approved \_\_\_\_\_

Date \_\_\_\_\_

**ASSISTANT PRINCIPAL'S CONTRACT**  
**Fiscal Year 2021-2022**

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021 by and between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board") and **Paul Ranstead**, (hereinafter "the Assistant Principal"), ratified at the meeting of the Board held on April 27, 2021 as found in the minutes of that meeting.

**IT IS AGREED:**

**1. Employment.** The Assistant Principal is hereby hired and retained from July 1, 2021 to June 30, 2022, as Assistant Principal - High 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 - High 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 the amount of the Assistant Principal's salary shall be set by the Board but shall not be less than Ninety-Eight Thousand Three Hundred Eleven Dollars and no/100 (\$98,311.00) per annum. The Assistant Principal 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 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's progress toward established goals and working relationships among the Superintendent, the District leadership team, the 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 Assistant Principal in accordance with the laws of the State of Illinois and as directed by the Board.

**8. Other Work.** With the permission of the Superintendent or Assistant Superintendent in advance, 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 his duties as Assistant Principal.

**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 the 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:  
Paul Ranstead  
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.

**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.

**27. 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.

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**Assistant Principal**

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

**By:** \_\_\_\_\_  
**President**

**ATTEST:**

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**Secretary**

To: Dr. Paul Fregeau, Superintendent  
From: Jason M. Hood, Director of Human Resources  
Date: April 27, 2021  
Re: Administrative Recommendation

The following person is recommended for the position of Assistant Principal at MacArthur High School for the 2021-2022 school year.

Curtiss Lindsey

Moving from Dean (195 day) at MacArthur, (step 12 at \$73,012) to the Assistant Principal (261 day) at MacArthur, (step 12 at \$93,301)

Education:

2017	Ed.S	Leadership and Administration, Walden University, Minneapolis, MN
2010	M.S.	Mathematics, Walden University, Minneapolis, MN
1999	B.S.	Physical Education, Millikin University, Decatur, IL

Experience:

2019- present	Dean, Decatur Public Schools
2017- 2019	Grade 5 Teacher, Robertson Charter School
2016-2017	Instructional Coach, Robertson Charter School
2005-2016	Math Teacher, Robertson Charter School
2000-2005	Lead Teacher, Macon-Piatt Adult Education Center

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For payroll purposes only

Effective: July 1, 2021

Pro-rated: Yes ☐ No ☒

Level: 14 Step: 12

Base: \$93,301.00

Number of full contract days: 261

TRS: as allowable

Prorated:

Certified Number: 37745

Pending Illinois Certification: \_\_\_\_\_

Salary approved \_\_\_\_\_

Date \_\_\_\_\_

**ASSISTANT PRINCIPAL'S CONTRACT**  
**Fiscal Year 2021-2022**

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021 by and between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board") and **Curtiss Lindsey**, (hereinafter "the Assistant Principal"), ratified at the meeting of the Board held on April 27, 2021 as found in the minutes of that meeting.

**IT IS AGREED:**

**1. Employment.** The Assistant Principal is hereby hired and retained from July 1, 2021 to June 30, 2022, as Assistant Principal - High 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 - High 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 the amount of the Assistant Principal's salary shall be set by the Board but shall not be less than Ninety-Three Thousand Three Hundred One Dollar and no/100 (\$93,301.00) per annum. The Assistant Principal 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 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's progress toward established goals and working relationships among the Superintendent, the District leadership team, the 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 Assistant Principal in accordance with the laws of the State of Illinois and as directed by the Board.

**8. Other Work.** With the permission of the Superintendent or Assistant Superintendent in advance, 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 his duties as Assistant Principal.

**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. Residency.** Principal's residency within the boundaries of the District was required at the time of his employment and shall be required during the entire term of his employment by the District. He shall establish residency within the political boundaries of the District prior to August 1, 2021. Failure to establish and maintain residency within the political boundaries of the school district 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 Assistant Principal:  
Curtiss Lindsey  
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 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.

**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.

\_\_\_\_\_  
**Assistant Principal**

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

By: \_\_\_\_\_  
**President**

**ATTEST:**

\_\_\_\_\_  
**Secretary**



To: Dr. Paul Fregeau, Superintendent  
From: Jason M. Hood, Director of Human Resources  
Date: April 27, 2021  
Re: Administrative Recommendation

The following person is recommended for the position of Assistant Principal at William Harris Learning Academy for the 2021-2022 school year.

Derek W. Jordan

Education:

2001	M.A.	Reading/Curriculum, Northeastern IL University, Chicago, IL
1995	M.A	Education Admin & Supervision, Roosevelt University, Chicago, IL
1992	B.S.	Political Science, Southern University, Baton Rouge, LA

Experience:

2016-present	Consultant, Jordan Educational Consultant Services
2007-2015	Principal, Chicago Public School District
2002-2007	Assistant Principal, Chicago Public School District
1993-2002	Teacher, Chicago Public School District

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For payroll purposes only

Effective: July 26, 2021

Pro-rated: Yes \_\_\_ No X

Level: 14 Step: 17

Base: \$83,455.00

Number of full contract days: 200

TRS: as allowable

Prorated:

Certified Number: 206130

Pending Illinois Certification: \_\_\_\_\_

Salary approved \_\_\_\_\_

Date \_\_\_\_\_

**ASSISTANT PRINCIPAL'S CONTRACT**  
**Fiscal Year 2021-2023**

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021 by and between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board" or "the District") and **Derek Jordan** (hereinafter "the Assistant Principal"), ratified at the meeting of the Board held on April 27, 2021, as found in the minutes of that meeting.

**IT IS AGREED:**

**1. Employment.** The Assistant Principal is hereby hired and retained from July 1, 2021, to June 30, 2023, as Assistant Principal.

**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; 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 salary for the Assistant Principal. For the 2021-2022 contract year the amount of the Assistant Principal's salary shall be Eighty-Three Thousand Four Hundred Fifty-Five Dollars and no/100 \$83,455.00 per annum 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 paid during the previous Contract year. The Assistant Principal 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 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 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 Assistant Principal, 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 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. 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 Assistant Principal 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 1<sup>st</sup> of each year, the Superintendent or designee shall review with the Assistant Principal progress toward established goals and working relationships among the Superintendent, the District leadership team, 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.

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

**9. Other Work.** With the permission of the Assistant Superintendent in advance, 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 his duties as Assistant Principal.

**10. 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.

**11. Termination by Contract.** During the term of this Contract, the Board and Assistant Principal may mutually agree, in writing, to terminate this Contract.

**12. 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.

**13. 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.

**14. 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.

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

**16. Medical Insurance.** 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).

**17. Life Insurance.** 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).

**18. Vacation.** 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).

**19. Sick Leave and Personal Leave.** 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).

**20. 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 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.** Assistant Principal's residency within the boundaries of the District was required at the time of his employment and shall be required during the entire term of his employment by the District. He shall establish residency within the political boundaries of the District prior to August 1, 2021. Failure to establish and maintain residency within the political boundaries of the school district 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 Assistant Principal:  
Derek Jordan  
(address on file)

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

**25. Contract Extension.** At the end of any year of this Contract, the Board and 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.

**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.

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**Assistant Principal**

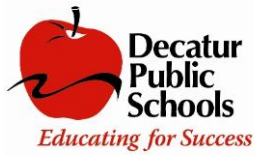
**Board of Education  
Decatur Public School District No.61**

**By:** \_\_\_\_\_  
**President**

**ATTEST:**

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**Secretary**



## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> Memorandum of Understanding between Decatur Public Schools and the Decatur Education Association regarding Extra Duties for an Employee on 6% Track
<b>Initiated By:</b> Deanne Hillman, Director of Labor Relations	<b>Attachments:</b> Memorandum of Understanding between Decatur Public Schools and the Decatur Education Association regarding Extra Duties for an Employee on 6% Track
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### BACKGROUND INFORMATION:

The Decatur Education Association contract outlines a process for internal substituting when a substitute cannot be secured. When an employee is on the retirement track, they are unable to receive monetary compensation. As such, administration and the Decatur Education Association has agreed to pay the employee one vacation day to be used post retirement for every 5 days worked. *The Memorandum of Understanding between Decatur Public Schools and the Decatur Education Association supports the Department of Teaching and Learning by maintaining highly qualified applicants, thereby increasing student achievement.*

### CURRENT CONSIDERATIONS:

In the event a substitute cannot be secured, administration will utilize the MOU in lieu of current contract language.

### FINANCIAL CONSIDERATIONS:

Costs incurred will be paid from the district education fund.

### STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the Memorandum of Understanding between Decatur Public Schools and the Decatur Education Association regarding Extra Duties for an Employee on 6% Track as presented.

### RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

**BOARD ACTION:** \_\_\_\_\_

## **Memorandum of Understanding**

### **Extra Duties for An Employee on 6% Track**

WHEREAS, The Decatur Education Association (DEA), the Decatur Public School District 61 (DPS), are desirous of establishing fair compensation for extra duties assigned to a teacher in a building where there a vacant position.

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

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

When a substitute cannot be secured, the class may be divided among teachers, or an instructional specialist may volunteer to cover the class. If an instructional specialist covers the class, he/she will receive \$100 for a full day and \$50 for a half day.

This teacher in the 6% retirement track will be given vacation days for the remainder of the 2020-2021 school year to be paid at a rate of \$500 per day for unused days post retirement. This teacher will earn one full vacation day for every 5 days worked above her normal work responsibilities.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021

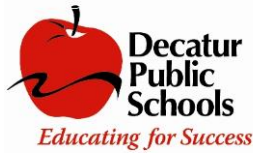
\_\_\_\_\_  
(for the District)

\_\_\_\_\_  
(for the DEA)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)





## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> Memorandum of Understanding (MOU) between Decatur Public Schools and the Decatur Education Association regarding Library Transition Facility Plan Implementation
<b>Initiated By:</b> Deanne Hillman, Director of Labor Relations	<b>Attachments:</b> Memorandum of Understanding (MOU) between Decatur Public Schools and the Decatur Education Association regarding Library Transition Facility Plan Implementation
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### BACKGROUND INFORMATION:

Due to building consolidations, renovations, and new construction, school libraries need the attention of library staff to prepare buildings for the 2021-22 school year. Staff will be responsible for weeding books, packing and unpacking the libraries. *The Memorandum of Understanding between Decatur Public Schools and the Decatur Education Association supports the Department of Teaching and Learning by maintaining quality libraries, thereby increasing student achievement.*

### CURRENT CONSIDERATIONS:

No more than five staff members will complete the necessary library moves. Five days are allotted for each building move, which results in twenty maximum days of work. Per contract, certified staff will be paid \$33.00 per hour.

### FINANCIAL CONSIDERATIONS:

Costs incurred will be paid from the district education fund.

### STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the Memorandum of Understanding (MOU) between Decatur Public Schools and the Decatur Education Association regarding Library Transition Facility Plan Implementation as presented.

### RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

**BOARD ACTION:** \_\_\_\_\_

**Memorandum of Understanding  
Library Transition  
Facility Plan Implementation**

The Memorandum of Understanding is entered into by and between the Decatur Education Association (DEA) and Decatur Public Schools (DPS) regarding the movement of libraries due to the implementation of the District's B.O.L.D. Facility Plan which was approved in the fall of 2018. DEA and DPS recognize the transitions of a library entails weeding, packing, moving, and unpacking the library in the proper space. Therefore, library media specialists and the library media coordinator must work together to implement the steps within the B.O.L.D. Facility Plan.

The movement of libraries consists of the following buildings:

- Stevenson Elementary to Parsons Elementary
- Oak Grove Elementary to what is currently Ben Franklin Elementary
- American Dreamers to a new location within the building
- Johns Hill to the new Johns Hill building

Each library transition listed will be provided the following:

- 5 days per building move
- 6 hours per day
- \$33/hour
- Each employee shall not exceed 20 days

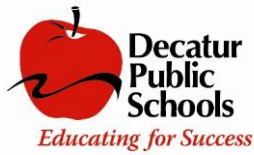
This agreement between DEA and DPS will go into effect at the conclusion of the school year May 2021 and will conclude no later than the onset of school beginning in August 2021.

\_\_\_\_\_  
(for the district)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(for the DEA)

\_\_\_\_\_  
(date)



## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> Memorandum of Understanding (MOU) between Decatur Public Schools, Macon-Piatt Special Education District and the Decatur Education Association regarding School Psychologist Workload Compensation
<b>Initiated By:</b> Kathy Horath, Director of Special Education & Deanne Hillman, Director of Labor Relations	<b>Attachments:</b> Memorandum of Understanding (MOU) between Decatur Public Schools, Macon-Piatt Special Education District and the Decatur Education Association regarding School Psychologist Workload Compensation
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### BACKGROUND INFORMATION:

The Decatur Education Association contract outlines compensation for teachers who cover classrooms that are not filled by a qualified substitute. In addition to contract language, there is an existing MOU to compensate social workers who cover an additional building beyond their normal assignment due to an unfilled vacancy. *The Memorandum of Understanding between Decatur Public Schools and the Decatur Education Association supports the Department of Teaching and Learning by maintaining highly qualified applicants; thereby increasing student achievement.*

### CURRENT CONSIDERATIONS:

In addition to a shortage of teachers and social workers, there is a shortage of school psychologists. There are ten positions in MPSED, and only five are filled. While there are two additional part-time retired school psychologists helping to fill positions, the remaining schools are left to be picked up by the full-time school psychologists. The MOU seeks to compensate a school psychologist up to five additional hours per week spent doing the work of a vacant position. The hourly rate would be \$33.

### FINANCIAL CONSIDERATIONS:

The increased costs would be covered by the budget due to positions not being filled.

### STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the Memorandum of Understanding (MOU) between Decatur Public Schools, Macon-Piatt Special Education District and the Decatur Education Association regarding School Psychologist Workload Compensation as presented.

### RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

**BOARD ACTION:** \_\_\_\_\_

**Memorandum of Understanding  
School Psychologist 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 extra evaluations, record reviews and meetings associated assuming the school assignments of vacant positions.

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

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

School Psychologists who are assigned additional buildings/districts than a normal assignment, and who require the time outside of a normal school day to complete the extra evaluation reports, record reviews and meetings will be compensated at the rate of \$33 an hour, not to exceed five (5) hours weekly.

School Psychologists in the 6% retirement track will be given vacation days for the remainder of the 2020-2021 school year and vacation days for the 2021-2022 school year to be paid at a rate of \$500 per day for unused days post retirement. Psychologists will earn one full vacation day for every 15 hours worked above their normal caseload and work responsibilities.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
(for the District)

\_\_\_\_\_  
(for the DEA)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(for MPSED)

\_\_\_\_\_  
(date)

## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> Memorandum of Understanding (MOU) between Decatur Public Schools and the Decatur Education Association regarding Summer School Programming
<b>Initiated By:</b> Dr. Judith Campbell, P12 Director of Teaching & Learning	<b>Attachments:</b> Memorandum of Understanding (MOU) between Decatur Public Schools and the Decatur Education Association regarding Summer School Programming
<b>Reviewed By:</b> Mr. Jeff Dase, Assistant Superintendent of Teaching & Learning and Dr. Paul Fregeau, Superintendent	

### BACKGROUND INFORMATION:

The Decatur Education Association contract outlines a process for summer school teachers and summer school driver training teachers (behind the wheel) to be compensated the hourly rate of \$33.00 per hour regardless of degree. This current year has proven to be one that has required a great deal of flexibility with staff, while also recognizing the summer programs and support must be offered to all DPS students, which requires an additional commitment of time during the summer for teachers. As such, administration and the Decatur Education Association has agreed to pay the employee \$66 per hour if the teacher teaches the June session only; \$66 per hour if the teacher teaches the July session only; or \$75 per hour if the teacher teaches both the June and July sessions. *The Memorandum of Understanding between Decatur Public Schools and the Decatur Education Association supports the Department of Teaching and Learning by maintaining highly qualified applicants, thereby increasing student achievement.*

### CURRENT CONSIDERATIONS:

\$66 per hour if the teacher teaches the June session only;  
\$66 per hour if the teacher teaches the July session only; or  
\$75 per hour if the teacher teaches both the June and July sessions.

### FINANCIAL CONSIDERATIONS:

Costs incurred will be paid from the district education fund.

### STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the Memorandum of Understanding between Decatur Public Schools and the Decatur Education Association regarding Summer School Programming as presented.

### RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

**BOARD ACTION:** \_\_\_\_\_

**Memorandum of Understanding  
Summer School Programming**

The Decatur Education Association (DEA) and the Decatur Public School District 61 (DPS) agree that the language regarding Summer School programming for 2021 shall follow Article XV of the Collective Bargaining Agreement with the following exceptions:

For the summer of 2021, summer school shall be paid at the rate of:

\$66 per hour if the teacher teaches the June session only;  
\$66 per hour if the teacher teaches the July session only;  
\$75 per hour if the teacher teaches both the June and July sessions.

This agreement shall sunset at the end of the 2021 summer session. The parties understand that neither status quo nor past practice shall apply to prevent the sunset

For any employee within four years of retirement for whom any portion of summer school pay would increase the employee's salary above the six percent (6%) cap (resulting in penalties for the District), such payment that exceeds six percent (6%) shall be paid post retirement so as not to incur penalties.

This language shall apply to all Decatur Education Association bargaining unit members.

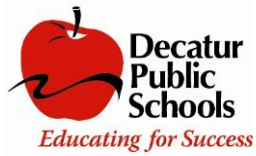
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
(for the District)

\_\_\_\_\_  
(for the DEA)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)



## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> Contract Renewal for Brecht's Database Solutions, Inc
<b>Initiated By:</b> Kathy Horath, Director of Macon-Piatt Special Education District	<b>Attachments:</b> Contract invoice
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### BACKGROUND INFORMATION:

Macon-Piatt Special Education District is renewing an annual subscription for IEP, 504 and Medicaid billing software. *This software purchase supports Teaching and Learning by assisting our Special Ed Co-op.*

### CURRENT CONSIDERATIONS:

The contract is due for renewal 7/1/2021 and will run through 6/30/2022.

### FINANCIAL CONSIDERATIONS:

This will be included in the FY22 MPSED tentative budget.

### STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education to approve the contract renewal with Brecht's Database Solutions, Inc. as presented.

**Please note:** The Macon-Piatt Special Education District Board previously approved this recommendation on April 15, 2021.

### RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

**BOARD ACTION:** \_\_\_\_\_



## EmbraceDS® Contract

Embrace®  
PO Box 305  
Highland, IL 62249

Macon-Piatt Special Education District  
335 E. Cerro Gordo St.  
Decatur, IL 62523

The following is an EmbraceDS® Contract (hereinafter "contract" or "agreement") for software, website hosting, and support services. This contract is made between Brecht's Database Solutions, Inc. d/b/a Embrace® (hereinafter "Embrace®", "We", "Us" or "Licensor") and Macon-Piatt Special Education District (hereinafter "You", "Your" or "Licensee").

**EMBRACE®**  
**EmbraceDS®**  
**WEBSITE LICENSE AGREEMENT**

**NOTICE TO USER:** PLEASE READ THIS AGREEMENT CAREFULLY. BY USING ALL OR ANY PORTION OF THE WEBSITE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINS ACCESS THROUGH LICENSEE TO THE WEBSITE AND ON WHOSE BEHALF IT IS USED. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT EXECUTE THIS CONTRACT OR USE ANY OF OUR PRODUCTS OR WEBSITE.



Embrace® owns all intellectual property in/on the Embrace® website (hereafter “website”) and its related Embrace® software (hereafter “software”). Embrace® agrees to allow you and/or your authorized agents to login and access the website and use our software only in accordance with the terms of this Agreement. Any unauthorized access or use of Embrace’s products is cause for immediate termination of your access to its products by all means available to us.

**1. LICENSE TO ACCESS WEBSITE.** As long as you obtained access to the website from Embrace® and as long as you comply with the terms of this and any other Agreement you have with Embrace®, Embrace® grants you a non-exclusive license to use the website in the manner and for the term and purposes described below.

**2. INTELLECTUAL PROPERTY OWNERSHIP.** The website and its related software are the intellectual property of and are owned by Embrace®. The structure, organization, and code of the website and its related software contain valuable trade secrets and confidential information of Embrace®. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights whatsoever in the website and its related software and all rights are reserved by Embrace®.

Any form, database, or software that is altered, conceived, made, or developed in whole or in part by Embrace® (including any developed jointly with you) during or as a result of our relationship with you shall become and remain the sole and exclusive property of Embrace®. You agree to make no claim in the rights or ownership of any such form, database or software.

To the extent that any custom form is created by Embrace® for you, based upon any prior form, template or exemplar provided by you, you warrant and represent to Embrace® that you created said form(s) or have the legal right to use said form(s). You agree to indemnify Embrace® for any third-party claims for infringement, misappropriation or other violation of any third-party’s intellectual property rights where such claims are made against Embrace® for forms, templates or exemplars created based upon material provided by you to Embrace®.

**3. DATA SECURITY.** Embrace’s database or software may host privacy protected data provided by you concerning students and employees. This information is privacy protected by federal and state law, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g)(“FERPA”), the Illinois School Student Record Act (105 ILCS 10/), the Personnel Record Review Act (820 ILCS 40/) and the Student Online Personal Protection Act (105 ILCS 85/1 et seq.)(“SOPPA”).

Embrace will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Provider will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Provider will also have a written incident response plan, which will include prompt notification of the School District in the event of a security or privacy incident, as well as best practices for responding to a breach of Personally Identifiable Information (“PII”). PII shall include, but is not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by District or its users, students, or students’ parents/guardians.

Embrace® acknowledges that all of your data uploaded, stored, or otherwise coming into contact with Embrace’s database or software, is and shall remain your sole and exclusive property and be subject to all applicable federal and state privacy protections through the term of this Agreement.

**4. SOPPA Compliance, 105 ILCS 85/15(4).**

(a) The information ("Data") transmitted to Embrace® for storage may include, but is not limited to, student identification; attendance; educational and therapeutic recommendations; educational and therapeutic completion; communications between administration, educators, staff and parents/guardians regarding student, their education and any necessary assistance students may require.

(b) The services provided by Embrace® are set forth below.

(c) The Party's expressly agree and state that in performing its obligations hereunder Embrace® is acting as a "school official" with a legitimate educational interest in the School District data and it is performing an institutional service or function under this Agreement for which the District would otherwise use its own employees. Embrace's® use of the data is under the direct control of the District and such data shall only be used for authorized purposes. Embrace® shall not re-disclose such information to third parties or affiliates (unless permitted or required under law) without permission from the District or pursuant to a court order.

(d) Data Breach.

a. In the event of a data breach attributed to Embrace®, which means an unauthorized disclosure, access, alteration, or use of School District data by Embrace® or its employees, Embrace® shall promptly institute the following: (1) notify the School District by telephone and email as soon as practicable, but no later than twenty-four hours after Embrace® becomes aware of the data breach; (2) provide the School District with the name and contact information for an Embrace® employee who shall serve as the Embrace's® primary security contact; (3) assist the School District with any investigation, including interviews of Embrace® employees and review of all relevant records; (4) assist the School District with notification(s) the School District deems reasonably necessary related to the security breach; (5) provision of credit monitoring for one year to those students whose covered information was exposed in a manner during the breach such that a reasonable person would believe it could impact their credit or financial security; and (6) pay the reasonable legal fees (or assume the defense of the district at Embrace's discretion), reasonable audit costs, fines, and any other fees or damages imposed against the school solely as a result of Embrace's actions or failure to act.

b. In the event of a data breach attributed to the School District, which means an unauthorized disclosure, access, alteration, or use of School District data the School District shall promptly: (1) notify Embrace® by telephone and email as soon as practicable, but no later than twenty-four hours after the School District becomes aware of the data breach; (2) provide Embrace® with the name and contact information for an employee of the School who shall serve as the School District's primary security contact; (3) assist Embrace® with any investigation, including interviews with School employees and review of all relevant records. Embrace® shall have no liability for any damages related to a data breach due to or caused by School District's software, equipment, personnel, students or unauthorized third-parties using or exceeding their authorized use of the School's access, computer system or network.(4) pay the reasonable legal fees (or assume the defense of Embrace at the district's discretion), reasonable audit costs, and any other fines, fees or damages imposed against Embrace solely as a result of district's actions or failure to act.

(e) Embrace® shall provide all notifications required by the State Board of Education or any other State or federal law. Embrace® shall not provide any other notices without prior written permission from the School District.

(f) Upon written notification by District that student information is no longer needed for the purposes of this Agreement, Embrace® shall delete the information within 60 das so long as Embrace® is not required by law or court order to retain the same. Embrace® is not responsible for the deletion of any data due to District request.

(g) This Agreement and any amendments hereto must be published on the School District's website or, if the District does not have a website, made available for public review at its administrative office.

**5. RESTRICTIONS.** You may not copy, modify, adapt or translate any Embrace® software. You may not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of any Embrace® software.

You may not rent, lease, sell, sublicense, assign or transfer your rights in the website, or authorize any portion of the website and its related software to be copied onto another individual or legal entity's computer except as may be permitted herein.

You may not allow access or use of our website or software for any other purpose than agreed to in advance between Embrace® and you.

**6. LIMITED WARRANTY.** Embrace® warrants to the licensee that the website will permit the licensee to produce, fill-out, and print the DS forms for the period of time outlined in the current contract. All warranty claims must be made within the current contract period. If the website or software does not perform as above, the entire liability of Embrace® and your sole and exclusive remedy will be limited to a prorated refund of the license fee you have paid Embrace®. This limited warranty is the only warranty provided by Embrace®. Embrace® expressly disclaims all other warranties, either expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose with regard to the website, software and accompanying written materials.

**7. DISCLAIMER.** Your use of the website is at your sole risk. The website, including the information, services and content is provided on an "as is", "as available", and "with all faults" basis. Embrace® makes no representations, warranties, conditions, or guarantees as to the usefulness, quality, suitability, truth, accuracy, or completeness of the website and/or the forms produced therefrom.

Embrace® does not warrant to the licensee that the forms that may be produced from the website will comply with federal or state laws or regulations, including those which limit the extent to which the information may be disclosed to third parties.

Embrace® will take all commercially reasonable steps to provide an uninterrupted, timely, secure, and error-free website. Nonetheless, Embrace® makes no warranty or representation that (a) the website will be uninterrupted, timely, secure, or error-free; or (b) the results that may be obtained from the use of the website will be accurate or reliable.

You assume all risk for any damage to your computer, computer systems, network or loss of data that results from using the website or software, including any damages resulting from computer viruses.

**8. DISTRICT E-SIGNATURE USAGE.** Embrace® has the ability to include electronic signatures. If your District is using electronic signatures in the Embrace® system it agrees to hold Embrace® harmless against any and all claims that may arise out of the use of this feature. If you choose not to use electronic signatures for either your staff or all

meeting attendees, you must notify your implementation specialist and verify that they are not available in your system.

All Parties shall ensure that the person entering an e-signature onto any Embrace® document is an authorized signatory. The e-signature of any Party or Person is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. All e-signatures shall be subject to the Uniform Electronic Transactions Act and/or any similar State statutes which have jurisdiction over the transactions of the Parties; this applies to any Parties or end-user's use of Embrace® software's electronic signature functionality. District, and any person using electronic signature functionality, agrees to hold Embrace® harmless for any and all claims which may arise out of their use of that feature. Documents which contain e-signatures may be preserved by Embrace® longer than the duration of the Agreement for the purposes of enforcement of rights and obligations.

Any form or document (including this Agreement) signed electronically between the Parties is to be treated as an original document. All Parties hereto shall ensure that the person entering an e-signature onto any Embrace® document is an authorized signatory. The e-signature of any Party or Person is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

**9. LIMITATION OF LIABILITY.** In no event will Embrace® be liable to you for any loss, damages, claims, or costs whatsoever including any consequential, indirect or incidental damages, any lost profits or lost savings, any damages resulting from business interruption, personal injury or failure to meet any duty of care, or claims by a third party.

**10. SERVICES PROVIDED:** Embrace® agrees to provide the following services:

- Website access to the licensee for staff completion of medical service sheets with respect to Medicaid billing.
- Restrictive access to the website to allowing for multiple levels of use, providing each level with only the access needed.
- A user management system will be included allowing a system administrator to create new users, edit existing users, and delete users.
- Secure Socket Layer ("SSL") and session tracking for user authorization (the SSL is the component of the software which encrypts the information going between the website and the user, and confirms the identity of the host and the user).
- Identification of Medicaid recipients using the Recipient Eligibility Verification System.
- Provide projected claim amounts based on services provided.
- Support for district as needed to file claims and interpret adjudication notices.
- Web hosting.
- Cross-reference data with the IEP system to track percentages of services to be provided against services delivered.
- Maintenance and updates.
- Multiple support channels available to all users
- Maintain all student data in secure facility on secure servers.
- Daily backups.

**11. DISTRICT RESPONSIBILITIES.**

- Register with HFS as a Medicaid Provider obtain a HFS ID number and an NPI number.

- Provide Embrace® access to the HFS/MEDI/IEC system by accepting August Brecht as an administrator.
- Register, or Re-validate, the district with IMPACT.
- Provide Embrace® access to district IMPACT Application.
- Identify staff that provide covered services and give them access to the EmbraceDS® software.
- Complete a Fee-for-Service cost calculation form for each service provider type in the EmbraceDS® software.
- Maintain the IEP system student data including Medicaid eligibility and ID numbers for students.
- Use the MEDI system to look up Medicaid numbers for new IEP students and students transferring in from other districts.
- Based on reports available in the EmbraceDS® system, the district will be responsible for making sure that practitioners are claiming appropriately for their services provided.
- The LEA must verify that no practitioner providing service has been terminated, suspended, or barred from the Medicaid program. The lists of terminated, suspended, and barred practitioners are available at the following Websites. Both lists must be queried to obtain a complete list of terminated, suspended, or barred providers. <http://exclusions.oig.hhs.gov/> and <http://www.state.il.us/dpa/html/sbhs.htm>
- The LEA must maintain Practitioner credential records. These records must:
  1. Be retained on the premises of the LEA
  2. Be current
  3. Include copies of all applicable licenses and certificates
  4. Include a list of current practitioners and associated license numbers

**12. FEE-FOR-SERVICE WEBSITE YEARLY COSTS.** The contract is for a one year period from July 1, 2021 to June 30, 2022 (2021-2022 school year). (Prices apply to individual districts, cooperatives, joint agreements, and associations.) Custom forms, software and/or programs are available from Embrace® and, if requested, will be subject to a separate Agreement between you and us. Customized work is an additional cost and will be billed separately from your annual contract.

Program Subscription	Annual Fee
EmbraceDS® (Percentage Fee): 5% of HFS Reimbursements Facilitated by Embrace®	5% of Reimbursements
<b>Special Transportation Services Per District (Percentage Fee)</b>	
Special Transportation ( <u>District</u> inputs Transportation Data in EmbraceDS®): 5% of HFS Reimbursement Facilitated by Embrace®	
Special Transportation ( <u>Embrace®</u> inputs Transportation Data supplied by district if elected): 10% of HFS Reimbursement Facilitated by Embrace®	

**13. GENERAL PROVISIONS.** If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which will remain valid and enforceable according to its terms.

**14. INDEMNITY.** You agree to hold us harmless from any and all liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorney fees) arising out of or relating to any use of, or reliance on the website and its related software.

**15. DURATION.** This contract for website access to EmbraceDS® is for a 1 year period.

**16. AUTOMATIC CONTRACT RENEWAL.** Unless cancelled by a Party hereto this Agreement and any accessory components selected by the district will automatically renew, on its last effective date, for successive one-year terms. The terms of this Master Contract, along with any pricing adjustments provided by Embrace to District at least one hundred and twenty (120) days prior to the annual renewal date shall apply.

**17. NON-RENEWAL OF CONTRACT.** In the event that you do not enter into a Renewal Contract, Embrace® will maintain your database information in read-only format for one (1) year from the date of termination of this Contract or subsequent failure to renew. Embrace® is not responsible for the loss of any information after termination or failure to renew the Agreement on your behalf.

**18. ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement and understanding between the parties in relation to the subject matter hereof and there are no premises, representations, conditions, provisions, or terms related thereto other than those set forth in this Agreement.

**19. GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

**20. ARBITRATION.** Any and all disputes between us and you shall be resolved through mandatory Arbitration under the American Arbitration Association Rules. All arbitrations shall be held in Highland, IL.

**21. VENUE.** We and you (through your signature on this Agreement) agree that the only venue(s) holding jurisdiction for any suit between the parties to compel or enforce arbitration of this Agreement or any Renewal thereof is the third Judicial Circuit, Madison County, Illinois or the United States District Court for the Southern District of Illinois.

**22. CAPTIONS.** The captions for the paragraphs of this Agreement shall not be deemed to have legal significance, and are simply designed as an aid in reading and to represent the general terms of the paragraph involved.

**23. BENEFIT.** This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, beneficiaries, heirs, executors, administrators, and legal representatives.

**Licensor:**

**Brecht's Database Solutions, Inc. d/b/a EMBRACE®**

FEIN: 20-4100129

August R. Brecht, President

*August Brecht*

**Licensors:**

**Brecht's Database Solutions, Inc. d/b/a EMBRACE®**

Licensee:

Macon-Piatt Special Education District

FEIN: 37-6003703

Kathy Horath, Director of Special Education

KLF



## EmbraceEP® Contract

Embrace®  
PO Box 305  
Highland, IL 62249

Macon-Piatt Special Education District  
335 East Cerro Gordo Street  
Decatur, IL 62523

The following is an EmbraceEP® Contract (hereinafter “contract” or “agreement”) for software, website hosting, and support services. This contract is made between Brecht’s Database Solutions, Inc. d/b/a Embrace® (hereinafter “Embrace®”, “We”, “Us” or “Licensor”) and Macon-Piatt Special Education District and Argenta-Oreana CUSD 1, Bement CUSD 5, Central A & M CUD 21, Cerro Gordo CUSD 100, Decatur SD 61, DeLand-Weldon CUSD 57, Maroa-Forsyth CUSD 2, Meridian CUSD 15, Monticello CUSD 25, Mount Zion CUSD 3, Sangamon Valley CUSD 9, and Warrensburg-Latham CUSD 11 (hereinafter “You”, “Your” or “Licensee”).

**EMBRACE®**  
**EmbraceEP® (INDIVIDUAL EDUCATION PROGRAM)**  
**WEBSITE LICENSE AGREEMENT**

**NOTICE TO USER:** PLEASE READ THIS AGREEMENT CAREFULLY. BY USING ALL OR ANY PORTION OF THE WEBSITE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINS ACCESS THROUGH LICENSEE TO THE WEBSITE AND ON WHOSE BEHALF IT IS USED. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT EXECUTE THIS CONTRACT OR USE ANY OF OUR PRODUCTS OR WEBSITE.



Embrace® owns all intellectual property in/on the Embrace® website (hereafter “website”) and its related Embrace® software (hereafter “software”). Embrace® agrees to allow you and/or your authorized agents to login and access the website and use our software only in accordance with the terms of this Agreement. Any unauthorized access or use of Embrace’s products is cause for immediate termination of your access to its products by all means available to us.

**1. LICENSE TO ACCESS WEBSITE.** As long as you obtained access to the website from Embrace® and as long as you comply with the terms of this and any other Agreement you have with Embrace®, Embrace® grants you a non-exclusive license to use the website in the manner and for the term and purposes described below.

**2. INTELLECTUAL PROPERTY OWNERSHIP.** The website and its related software are the intellectual property of and are owned by Embrace®. The structure, organization, and code of the website and its related software contain valuable trade secrets and confidential information of Embrace®. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights whatsoever in the website and its related software and all rights are reserved by Embrace®.

Any form, database, or software that is altered, conceived, made, or developed in whole or in part by Embrace® (including any developed jointly with you) during or as a result of our relationship with you shall become and remain the sole and exclusive property of Embrace®. You agree to make no claim in the rights or ownership of any such form, database or software.

To the extent that any custom form is created by Embrace® for you, based upon any prior form, template or exemplar provided by you, you warrant and represent to Embrace® that you created said form(s) or have the legal right to use said form(s). You agree to indemnify Embrace® for any third-party claims for infringement, misappropriation or other violation of any third-party’s intellectual property rights where such claims are made against Embrace® for forms, templates or exemplars created based upon material provided by you to Embrace®.

**3. DATA SECURITY.** Embrace’s database or software may host privacy protected data provided by you concerning students and employees. This information is privacy protected by federal and state law, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g)(“FERPA”), the Illinois School Student Record Act (105 ILCS 10/), the Personnel Record Review Act (820 ILCS 40/) and the Student Online Personal Protection Act (105 ILCS 85/1 et seq.)(“SOPPA”).

Embrace will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Provider will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Provider will also have a written incident response plan, which will include prompt notification of the School District in the event of a security or privacy incident, as well as best practices for responding to a breach of Personally Identifiable Information (“PII”). PII shall include, but is not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by District or its users, students, or students’ parents/guardians.

Embrace® acknowledges that all of your data uploaded, stored, or otherwise coming into contact with Embrace’s database or software, is and shall remain your sole and exclusive property and be subject to all applicable federal and state privacy protections through the term of this Agreement.

**4. SOPPA Compliance, 105 ILCS 85/15(4).**

(a) The information ("Data") transmitted to Embrace® for storage may include, but is not limited to, student identification; attendance; educational and therapeutic recommendations; educational and therapeutic completion; communications between administration, educators, staff and parents/guardians regarding student, their education and any necessary assistance students may require.

(b) The services provided by Embrace® are set forth below.

(c) The Party's expressly agree and state that in performing its obligations hereunder Embrace® is acting as a "school official" with a legitimate educational interest in the School District data and it is performing an institutional service or function under this Agreement for which the District would otherwise use its own employees. Embrace's® use of the data is under the direct control of the District and such data shall only be used for authorized purposes. Embrace® shall not re-disclose such information to third parties or affiliates (unless permitted or required under law) without permission from the District or pursuant to a court order.

(d) Data Breach.

a. In the event of a data breach attributed to Embrace®, which means an unauthorized disclosure, access, alteration, or use of School District data by Embrace® or its employees, Embrace® shall promptly institute the following: (1) notify the School District by telephone and email as soon as practicable, but no later than twenty-four hours after Embrace® becomes aware of the data breach; (2) provide the School District with the name and contact information for an Embrace® employee who shall serve as the Embrace's® primary security contact; (3) assist the School District with any investigation, including interviews of Embrace® employees and review of all relevant records; (4) assist the School District with notification(s) the School District deems reasonably necessary related to the security breach; (5) provision of credit monitoring for one year to those students whose covered information was exposed in a manner during the breach such that a reasonable person would believe it could impact their credit or financial security; and (6) pay the reasonable legal fees (or assume the defense of the district at Embrace's discretion), reasonable audit costs, fines, and any other fees or damages imposed against the school solely as a result of Embrace's actions or failure to act.

b. In the event of a data breach attributed to the School District, which means an unauthorized disclosure, access, alteration, or use of School District data the School District shall promptly: (1) notify Embrace® by telephone and email as soon as practicable, but no later than twenty-four hours after the School District becomes aware of the data breach; (2) provide Embrace® with the name and contact information for an employee of the School who shall serve as the School District's primary security contact; (3) assist Embrace® with any investigation, including interviews with School employees and review of all relevant records. Embrace® shall have no liability for any damages related to a data breach due to or caused by School District's software, equipment, personnel, students or unauthorized third-parties using or exceeding their authorized use of the School's access, computer system or network.(4) pay the reasonable legal fees (or assume the defense of Embrace at the district's discretion), reasonable audit costs, and any other fines, fees or damages imposed against Embrace solely as a result of district's actions or failure to act.

(e) Embrace® shall provide all notifications required by the State Board of Education or any other State or federal law. Embrace® shall not provide any other notices without prior written permission from the School District.

(f) Upon written notification by District that student information is no longer needed for the purposes of this Agreement, Embrace® shall delete the information within 60 das so long as Embrace® is not required by law or court order to retain the same. Embrace® is not responsible for the deletion of any data due to District request.

(g) This Agreement and any amendments hereto must be published on the School District's website or, if the District does not have a website, made available for public review at its administrative office.

**5. RESTRICTIONS.** You may not copy, modify, adapt or translate any Embrace® software. You may not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of any Embrace® software.

You may not rent, lease, sell, sublicense, assign or transfer your rights in the website, or authorize any portion of the website and its related software to be copied onto another individual or legal entity's computer except as may be permitted herein.

You may not allow access or use of our website or software for any other purpose than agreed to in advance between Embrace® and you.

**6. LIMITED WARRANTY.** Embrace® warrants to the licensee that the website will permit the licensee to produce, fill-out, and print the IEP forms published by the Illinois State Board of Education for the period of time outlined in the current contract. All warranty claims must be made within the current contract period. If the website or software does not perform as above, the entire liability of Embrace® and your sole and exclusive remedy will be limited to a prorated refund of the license fee you have paid Embrace®. This limited warranty is the only warranty provided by Embrace®. Embrace® expressly disclaims all other warranties, either expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose with regard to the website, software and accompanying written materials.

**7. DISCLAIMER.** Your use of the website is at your sole risk. The website, including the information, services and content is provided on an "as is", "as available", and "with all faults" basis. Embrace® makes no representations, warranties, conditions, or guarantees as to the usefulness, quality, suitability, truth, accuracy, or completeness of the website and/or the forms produced therefrom.

Embrace® does not warrant to the licensee that the forms that may be produced from the website will comply with federal or state laws or regulations, including those which limit the extent to which the information may be disclosed to third parties.

Embrace® will take all commercially reasonable steps to provide an uninterrupted, timely, secure, and error-free website. Nonetheless, Embrace® makes no warranty or representation that (a) the website will be uninterrupted, timely, secure, or error-free; or (b) the results that may be obtained from the use of the website will be accurate or reliable.

You assume all risk for any damage to your computer, computer systems, network or loss of data that results from using the website or software, including any damages resulting from computer viruses.

**8. DISTRICT E-SIGNATURE USAGE.** Embrace® has the ability to include electronic signatures. If your District is using electronic signatures in the Embrace® system it agrees to hold Embrace® harmless against any and all claims that may arise out of the use of this feature. If you choose not to use electronic signatures for either your staff or all

meeting attendees, you must notify your implementation specialist and verify that they are not available in your system.

All Parties shall ensure that the person entering an e-signature onto any Embrace® document is an authorized signatory. The e-signature of any Party or Person is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. All e-signatures shall be subject to the Uniform Electronic Transactions Act and/or any similar State statutes which have jurisdiction over the transactions of the Parties; this applies to any Parties or end-user's use of Embrace® software's electronic signature functionality. District, and any person using electronic signature functionality, agrees to hold Embrace® harmless for any and all claims which may arise out of their use of that feature. Documents which contain e-signatures may be preserved by Embrace® longer than the duration of the Agreement for the purposes of enforcement of rights and obligations.

Any form or document (including this Agreement) signed electronically between the Parties is to be treated as an original document. All Parties hereto shall ensure that the person entering an e-signature onto any Embrace® document is an authorized signatory. The e-signature of any Party or Person is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

**9. LIMITATION OF LIABILITY.** In no event will Embrace® be liable to you for any loss, damages, claims, or costs whatsoever including any consequential, indirect or incidental damages, any lost profits or lost savings, any damages resulting from business interruption, personal injury or failure to meet any duty of care, or claims by a third party.

**10. SERVICES PROVIDED:** Embrace® agrees to provide the following services:

- Website access to the licensee for all ISBE required IEP forms and Notice and Consent forms
- Objectives bank with over 4,000 objectives
- Built in Illinois Learning Standards and Core Standards for inclusion on Goal pages
- I-Star FACTS tracking form
- Restrictive access to the website to allow for multiple levels of users, providing each level with only the access that they need
- Servers, security, and hosting to ensure that our programs are secure, fast, and available
- Multiple support channels available to all users
- A user management system will be included allowing a system administrator to create new users, edit existing users, and delete users
- Secure socket layer ("SSL") and session tracking for user authorization (the SSL is the component of the software which encrypts the information going between the website and the user, and confirms the identity of the host and the user)
- Website hosting
- Maintenance and updates
- Daily backups
- Website updates as necessary to maintain Illinois State Board of Education required forms
- 99.99% uptime guarantee

**11. IEP YEARLY COSTS.** Website access is per IEP student per year. Student count used for price calculation is the most recent iStar December child count. "Read Only Users" such as regular education staff are free if added and

trained by the district. The initial contract is for a one year period from July 1, 2021 to June 30, 2022. (Prices apply to individual districts, cooperatives, joint agreements, and associations.) Custom forms and/or programs, if requested, are an additional cost and will be billed on an individual basis.

Program Subscription	Price	QTY	Subtotal
EmbraceIEP® Annual Subscription Annual Subscription Fee	\$9.75	3000	\$29,250.00
			<b>\$29,250.00</b>
<b>Additional Components Per District (Annual Fee)</b>			
Embrace® 504	\$5,850.00	1	\$5,850.00
			<b>\$5,850.00</b>

Subtotal      **\$35,100.00**

**Total Cost for 21-22 School Year      \$35,100.00**

All quoted prices apply to individual districts, cooperatives, joint agreements, and associations. Custom forms, software and/or programs are available from Embrace® and, if requested, will be subject to a separate Agreement between you and us. Customized work is an additional cost and will be billed separately.

**12. GENERAL PROVISIONS.** If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which will remain valid and enforceable according to its terms.

**13. INDEMNITY.** You agree to hold us harmless from any and all liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorney fees) arising out of or relating to any use of, or reliance on the website and its related software.

**14. DURATION.** This contract for website access to EmbraceIEP® is for a 1 year period.

**15. AUTOMATIC CONTRACT RENEWAL.** Unless cancelled by a Party hereto this Agreement and any accessory components selected by the district will automatically renew, on its last effective date, for successive one-year terms. The terms of this Master Contract, along with any pricing adjustments provided by Embrace to District at least one hundred and twenty (120) days prior to the annual renewal date shall apply.

**16. NON-RENEWAL OF CONTRACT.** In the event that you do not enter into a Renewal Contract, Embrace® will maintain your database information in read-only format for one (1) year from the date of termination of this Contract or subsequent failure to renew. Embrace® is not responsible for the loss of any information after termination or failure to renew the Agreement on your behalf.

17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement and understanding between the parties in relation to the subject matter hereof and there are no premises, representations, conditions, provisions, or terms related thereto other than those set forth in this Agreement.

18. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

19. **ARBITRATION.** Any and all disputes between us and you shall be resolved through mandatory Arbitration under the American Arbitration Association Rules. All arbitrations shall be held in Highland, IL.

20. **VENUE.** We and you (through your signature on this Agreement) agree that the only venue(s) holding jurisdiction for any suit between the parties to compel or enforce arbitration of this Agreement or any Renewal thereof is the third Judicial Circuit, Madison County, Illinois or the United States District Court for the Southern District of Illinois.

21. **CAPTIONS.** The captions for the paragraphs of this Agreement shall not be deemed to have legal significance, and are simply designed as an aid in reading and to represent the general terms of the paragraph involved.

22. **BENEFIT.** This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, beneficiaries, heirs, executors, administrators, and legal representatives.

**Licensor:**

**Brecht's Database Solutions, Inc. d/b/a EMBRACE®**

FEIN: 20-4100129

August R. Brecht, President

*August Brecht*

Licensee:

Macon-Piatt Special Education District

FEIN: 37-6003703

Kathy Horath, Director of Special Education

KLF



**Embrace Education**  
P.O. Box 305  
Highland, IL 62249  
(888) 437-9326  
Accounting@EmbraceEducation.com  
www.embraceeducation.com

# INVOICE

**BILL TO**

Macon-Piatt Special  
Education District  
335 E. Cerro Gordo Street  
Decatur, IL 62523

**INVOICE # 7973****DATE 06/01/2021****DUE DATE 08/01/2021****TERMS Net 30**

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**SALES REP**

J. Smith

ACTIVITY	AMOUNT
<b>EmbraceIEP Program:IEP-Annual Renewal:IEP-Annual Renewal/IL</b>	29,250.00
EmbraceIEP Program Subscription: 1 Year (2021/2022 School Year)	
<b>EmbraceIEP Program:IEP-Accessory Component:504 Plan:504 Plan/IL</b>	5,850.00
Embrace504 Accessory Component: 1 Year (2021/2022 School Year)	

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Please remit to: Embrace Education

**BALANCE DUE**

**\$35,100.00**

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**BRECHT'S DATABASE SOLUTIONS, INC**

2 Business name/disregarded entity name, if different from above

**D/B/A EMBRACE**

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.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**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.

☐ 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) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**P.O. BOX 305**

Requester's name and address (optional)

6 City, state, and ZIP code

**HIGHLAND, IL 62249**

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 *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

2 0 - 4 1 0 0 1 2 9

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ►

Date ► **01/21/2021**

## 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](http://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.

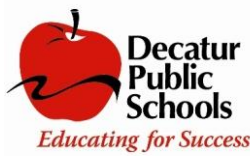
- Form 1099-INT (interest earned or paid)

- 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

<b>Date:</b> April 27, 2021	<b>Subject:</b> Decatur Public Schools Establishing District-Wide Equitable Practices – Expansion with Teachers
<b>Initiated By:</b> Jeff Dase, Assistant Superintendent of Teaching and Learning	<b>Attachments:</b> 1 <sup>st</sup> Class Educator, LLC Proposal
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### **BACKGROUND INFORMATION:**

1<sup>st</sup> Class Educator, LLC has worked with Decatur Public Schools District Leadership Team (DLT) and School Administrators throughout the 2020-2021 school year on increasing culturally responsive educational climates and ensuring district leadership is more knowledgeable and aware of cultural bias and how to improve efforts aligned to diversity and cultural competency. *This purchase supports Teaching and Learning by training our staff on diversity and cultural competency.*

### **CURRENT CONSIDERATIONS:**

The attached proposal is for 1<sup>st</sup> Class Educator, LLC to continue the work started and expand over a two year period with the focus on expanding the professional development offerings and application of best practices to the Decatur Public Schools teachers. 1<sup>st</sup> Class Educator, LLC will administer professional development sessions centered around equity, creating culturally responsive climates and courageous conversations about diversity. The professional development series aligns to the district's Resolution on Racism. The company's skilled team of educational consultants who specialize in diversity awareness, cultural competency, and master teaching all uphold the same moral and ethical values when enhancing the educational process. The team is dedicated to assisting Decatur Public Schools by tailoring presentations with meaningful content to Decatur Public Schools on time and on-budget.

### **FINANCIAL CONSIDERATIONS:**

1<sup>st</sup> Class Educator contract for a total of \$429,600.00 will be paid in full using CARES, Title I and/ or Title II funds.

### **STAFF RECOMMENDATION:**

The Administration respectfully requests that the Board of Education approve the 1<sup>st</sup> Class Educator, LLC Contract for 2021-2022 (Phase II) and 2022-2023 (Phase III) School Years as presented.

### **RECOMMENDED ACTION:**

☒ Approval  
☐ Information  
☐ Discussion

**BOARD ACTION:** \_\_\_\_\_

# **EDUCATIONAL CONSULTING PROPOSAL**

**PRIMARY FOCUS- ESTABLISHING EQUITABLE  
PRACTICES PD PHASE II**

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Prepared For: **Decatur Public  
School District**

Prepared By: **1<sup>st</sup> Class Educator, LLC**

Dallas, Texas  
75104

682-305-7788  
[L.Brooks@1stClassEducator.com](mailto:L.Brooks@1stClassEducator.com)



1<sup>st</sup> CLASS EDUCATOR

## Introduction

Thank you for your continued interest in partnering with 1<sup>st</sup> Class Educator, LLC. for your Phase II and Phase III of professional development with DPS 61 Staff. We are excited to administer a professional development centered around equity, creating culturally responsive climates and courageous conversations about diversity. We have created a series of professional development services that directly align to DPS's Resolution on Racism. We understand that there are many educational consulting firms offering these particular services, and we know that it is important to find the right firm to best serve DPS. Our skilled team of educational consultants who specialize in diversity awareness, cultural competency, and master teaching all uphold the same moral and ethical values when enhancing the educational process. The team is dedicated to assisting DPS by tailoring presentations with meaningful content to your district on time and on-budget. In this proposal you will find the details of your plan, accompanied by the associated cost, and terms.

Thank you much for the opportunity to earn your business.

Locha Brooks  
1<sup>st</sup> Class Educator, LLC  
682-305-7788  
L.Brooks@1stClassEducator.com

## Background

Decatur Public Schools is a school district located in Decatur, Illinois. The District was established in 1865 and is in the state of Illinois, serving approximately 8,700 students. DPS buildings consist of one pre-kindergarten/early learning center, ten K-6 elementary schools, four K-8 schools, one middle school, two high schools, and a +3 K-12 alternative education program as well as a social-emotional alternative program. Five of DPS's facilities are magnet schools, including a Pre-K to 8th-grade Montessori school. Families have the option to apply to schools of choice: STEM Academy, a candidate International Baccalaureate school and a fine arts program. The District is also the administrative agent for the Macon-Piatt Special Education District.

At this time the district has adopted a Resolution on Racism to combat what they have identified as a public health crisis. The district has also experienced a great influx in minority student enrollment and community demographics with a drastic difference in comparison to the staff demographic. DPS began addressing these challenges last year with our Phase I partnership which included training on equitable practices for all Principals and DLT members. Moving forward with Phase II and Phase III DPS would like to address these issues with all building teachers to be completed by 2023.

1<sup>st</sup> Class Educator is highly qualified to perform and execute all task associated with delivering a professional and tasteful presentation to DPS's satisfaction.

## Solutions Outline

1<sup>st</sup> Class Educator will deliver a 10-session series on Establishing Equitable Practices and Culturally Responsive Climate to each building of teachers over the next two years. The presentation will focus on two specific areas of concerns for DPS Teachers; 1) Creates a Culturally Responsiveness Climate and 2) Engages in Courageous Conversations about Diversity. The presentations will feature two co-presenters in relation to areas of concern. We will administer a pre/post-survey, aggregate the data, and create a shared language. During Phase II, 1<sup>st</sup> Class Educator will work with 8 schools for 21-22 school year and the additional 8 schools during Phase III of the 22-23 school year. 1<sup>st</sup> Class Educator will work with the following group of teachers during Phase II & Phase III as illustrated;

Phase II	SY 21-22	
Baum	Franklin	10 Sessions
Muffley	Parsons	10 Sessions
Pershing	South Shores	10 Sessions
Dennis	-----	10 Sessions
Hope	-----	10 Sessions
	Total Sessions	50 Sessions Total

Phase III	SY 22-23	
American Dreamer	Johns Hill	10 Sessions
Montessori	Harris Alt. Edu	10 Sessions
Stephen Decatur	-----	10 Sessions
Eisenhower	-----	10 Sessions
MacArthur	-----	10 Sessions
	Total Sessions	50 Sessions Total

Each of the above school staff will be paired together as illustrated with the exception of Dennis, Hope, Stephen Decatur, Eisenhower, and MacArthur which will be served separately due to increased student enrollment. We will meet once monthly either in-person or virtually. DPS 61 will provide the training location and facilities for our usage.

- Equity and Culturally Responsiveness Professional Development 10 Month Session Series - Approximately 1-2hrs

**Each session will have a focus strand related to establishing equity and cultivating a Culturally Responsive Climate.** We will focus on the importance of cultivating a culturally responsive climate within each building and provide means of implementation. We will focus on the importance of fostering equitable practices and provide means of implementation. We will educate staff on how to host and engage courageous practices, and encourage conversations about diversity within proper frameworks. We will illustrate best practices and strategies for building and strengthening diverse relationships with students, parents, and community stakeholders. Our sessions will align with the recommendations set

forth in DPS's Resolution on Racism where as will assist with creating a culture at DPS that is inclusive and Anti-Racist.

Assurance - Our educational consultants have experience working with DPS administrators and Directors with varying degrees of equity training and cultural diversity awareness training. Our 4 Presenters have been selected based on their background as well as their ability to appeal and relate to your staff demographic to optimize engagement and effectiveness. Progress will be monitored and assessed by our pre/post survey data and other available data provide by district instruments.

#### Execution Timeline

The following table details our projected timeline for Deliverables.

<b>Deliverables</b>	<b>Completion Date</b>
Culturally Responsive Climate & Equity PD Series for Teachers Phase II 10 Sessions – 1 Per month Aug-May 21-22 SY 2 Presenters Approximately 2 Hours	Aug-May Date TBD
Culturally Responsive Climate & Equity PD Series for Teachers Phase III 10 Sessions – 1 Per month Aug-May 22-23 SY 2 Presenters Approximately 2 Hours	Aug-May Date TBD

Disclaimer: Once proposal initiatives are selected; we will modify the table above to reflect the agreed upon dates of services.

#### Solution Cost

The table below details the projected cost associated with these educational consulting services. Actual services and cost will be approved by DPS before any work is started. Invoices will be sent to DPS and payable to 1<sup>st</sup> Class Educator via check in quarterly increments. Service months will be pre-billed to ensure payroll is on time for all staff.

<b>Description</b>	<b>Cost</b>
Culturally Responsive Climate & Equity PD Series for Teachers Phase II	\$210,800.00

2Presenters <b>Approx. 1-2 Hour Presentation/Workshop</b> <b>50 Sessions – Aug-May</b> 2 Presenters Approximately 2 Hours Virtually/In-Person Not to Exceed 1 Walkthrough Per Campus	
Culturally Responsive Climate & Equity PD Series for Teachers Phase II 2Presenters <b>Approx. 1-2 Hour Presentation/Workshop</b> <b>10 Sessions – Aug-May</b> 2 Presenters Approximately 2 Hours Virtually/In-Person Not to Exceed 1 Walkthrough Per Campus	\$210,800.00
<b>Culturally Responsive Climate School Report</b> 16 School Building Reports	\$8,000.00
<b>Total Complete Cost</b>	<b>\$429,600.00</b>

By signing this signature line Decatur Public Schools 61 agrees to pay the associated cost for services listed above.

\_\_\_\_\_

Authorized DPS Signature

\_\_\_\_\_

Date

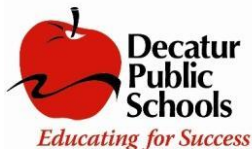
\_\_\_\_\_

1<sup>st</sup> Class Educator Signature

\_\_\_\_\_

Date





## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> First Class Educator, LLC Educational Equity Consulting Phase II Proposal – District Leadership Team
<b>Initiated By:</b> Dr. Paul Fregeau, Superintendent	<b>Attachments:</b> Educational Consulting Phase II Proposal
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### BACKGROUND INFORMATION:

Phase I of the Professional Development regarding Equity for the District Leadership Team (DLT) will be completed in May. The Superintendent of Schools would like to continue these services with Phase II during the 2021-2022 school year. *This professional development work supports Teaching and Learning by helping each department support a diverse student body and staff.*

### CURRENT CONSIDERATIONS:

The Superintendent of Schools is recommending 1<sup>st</sup> (First) Class Educator, LLC to continue these professional development services with DLT that aligns to the DPS's Resolution on Racism, which also ties directly to the Strategic Plan.

### FINANCIAL CONSIDERATIONS:

The cost of the 1<sup>st</sup> (First) Class Educator Phase II Equity Consulting Proposal is \$32,274 and will be paid in full using CARES and Title II funds.

### STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the First Class Educator, LLC Educational Equity Consulting Phase II Proposal in the amount of \$32,274 as presented.

### RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

**BOARD ACTION:** \_\_\_\_\_

# **EDUCATIONAL CONSULTING PROPOSAL**

**PRIMARY FOCUS- ESTABLISHING EQUITABLE  
PRACTICES & LEADERSHIP COACHING FOR DPS DLT  
PHASE II**

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Prepared For: **Decatur Public  
School District**

Prepared By: **1<sup>st</sup> Class Educator, LLC**

Dallas, Texas  
75104

682-305-7788  
[L.Brooks@1stClassEducator.com](mailto:L.Brooks@1stClassEducator.com)





## Introduction

Thank you for your continued interest in partnering with 1<sup>st</sup> Class Educator, LLC. for your Phase II of professional development with DPS 61 DLT Staff. We are excited to administer a professional development centered around equity, creating culturally responsive climates and courageous conversations about diversity. We have created a series of professional development services that directly align to DPS's Resolution on Racism. We understand that there are many educational consulting firms offering these particular services, and we know that it is important to find the right firm to best serve DPS. Our skilled team of educational consultants who specialize in diversity awareness, cultural competency, and master teaching all uphold the same moral and ethical values when enhancing the educational process. The team is dedicated to assisting DPS by tailoring presentations with meaningful content to your district on time and on-budget. In this proposal you will find the details of your plan, accompanied by the associated cost, and terms.

Thank you much for the opportunity to earn your business.

Locha Brooks

1<sup>st</sup> Class Educator, LLC

682-305-7788

L.Brooks@1stClassEducator.com

## Background

Decatur Public Schools is a school district located in Decatur, Illinois. The District was established in 1865 and is in the state of Illinois, serving approximately 8,700 students. DPS buildings consist of one pre-kindergarten/early learning center, ten K-6 elementary schools, four K-8 schools, one middle school, two high schools, and a +3 K-12 alternative education program as well as a social-emotional alternative program. Five of DPS's facilities are magnet schools, including a Pre-K to 8th-grade Montessori school. Families have the option to apply to schools of choice: STEM Academy, a candidate International Baccalaureate school and a fine arts program. The District is also the administrative agent for the Macon-Piatt Special Education District.

At this time the district has adopted a Resolution on Racism to combat what they have identified as a public health crisis. The district has also experienced a great influx in minority student enrollment and community demographics with a drastic difference in comparison to the staff demographic. DPS began addressing these challenges last year with our Phase I partnership which included training on equitable practices for all Principals and DLT members. Moving forward with Phase II DPS would like to continue on-going efforts with the DLT staff through whole group interactive sessions and small group coaching.

1<sup>st</sup> Class Educator is highly qualified to perform and execute all task associated with delivering a professional and tasteful presentation to DPS's satisfaction.

## Solutions Outline

1<sup>st</sup> Class Educator will deliver a 6-session bi-monthly series on Establishing Equitable Practices and tailored small group leadership coaching to the District Leadership Team as a continuation of our Phase I training. We will focus on two specific areas of concerns for DLT Staff; 1) Implementing Equitable Practices 2) Leadership Development with small group coaching. During Phase II, 1<sup>st</sup> Class Educator will work with all members of the DLT in a whole group format bi-monthly, and with targeted small groups bi-monthly. The whole group sessions will feature the two co-presenters Dr. Robert Good and Gregory Carr who both administered the Phase I training. The small group coaching sessions will also be administered by Dr. Good and Mr. Carr.

**Each session will have a focus strand related to establishing equity and cultivating a Culturally Responsive Climate.** As a follow-up to Phase I, we will coach small groups throughout the year and revisit their goals and assist with strategies for goal obtainment. During our whole group sessions we will focus on the importance of cultivating a culturally responsive climate within each department and provide means of implementation. We will focus on the importance of fostering equitable practices and provide means of implementation. We will educate staff on how to host and engage courageous practices, and encourage conversations about diversity within proper frameworks. We will illustrate best practices and strategies for building and strengthening diverse relationships within each department and community stakeholders. Our sessions will align with the recommendations set forth in DPS's Resolution on Racism whereas we will assist with creating a culture at DPS that is inclusive and Anti-Racist.

Assurance - Our educational consultants have experience working with DPS DLT members with varying degrees of equity training and cultural diversity awareness training. Our 2 Presenters have been selected based on their background as well as their ability to appeal and relate to your staff demographic to optimize engagement and effectiveness. Progress will be monitored and assessed by our pre/post survey data and other available data provide by district instruments.

## Execution Timeline

The following table details our projected timeline for Deliverables.

Deliverables	Completion Date
<b>Culturally Responsive Climate &amp; Equity PD Series for DLT</b> <b>Phase II</b> 6 Sessions – 1 Per month Aug, Oct., Dec., Jan., Mar., May 21-22 SY 2 Presenters Approximately 2 Hours	Aug, Oct., Dec., Jan., Mar., May
<b>Leadership Development Small Group Coach</b> <b>Phase II</b> 35 Sessions – (7 Groups x 5 Sessions) 1 Presenters Approximately 50 Min Sessions	Groups 1-4 50 Min (Aug, Oct, Dec, Feb, April)  Group 5-7 50 Min (Sept, Nov, Jan, March, May)

Method I	Dr. Good	Carr
August (In-Person/Virtual) (Virtual)	Day 1: Whole Group Day TBD: 50 min Group 1 Day TBD: 50 min Group 2	Day 1: Whole Group Day TBD: 50 min Group 3 Day TBD: 50 min Group 4
September (Virtual)	Day TBD: 50 min Group 5 Day TBD: 50 min Group 6	Day TBD: 50 min Group 7
October (Virtual)	Day TBD: Whole Group Day TBD: 50 min Group 1A Day TBD: 50 min Group 2A	Day TBD: Whole Group Day TBD: 50 min Group 3A Day TBD: 50 min Group 4A
November (Virtual)	Day TBD: 50 min Group 1B Day TBD: 50 min Group 2B	Day TBD: 50 min Group 3B
December (Virtual)	Day TBD: Whole Group Day TBD: 50 min Group 1A Day TBD: 50 min Group 2A	Day TBD: Whole Group Day TBD: 50 min Group 3A Day TBD: 50 min Group 4A
January (Virtual)	Day TBD: Whole Group Day TBD: 50 min Group 1B Day TBD: 50 min Group 2B	Day TBD: Whole Group Day TBD: 50 min Group 3B
February (Virtual)	Day TBD: 50 min Group 1A Day TBD: 50 min Group 2A	Day TBD: 50 min Group 3A Day TBD: 50 min Group 4A
March (Virtual)	Day TBD: Whole Group Day TBD: 50 min Group 1B Day TBD: 50 min Group 2B	Day TBD: Whole Group Day TBD: 50 min Group 3B
April (Virtual)	Day TBD: 50 min Group 1A Day TBD: 50 min Group 2A	Day TBD: 50 min Group 3A Day TBD: 50 min Group 4A
May (In-Person)	Day TBD: Whole Group Day TBD: 50 min Group 1B Day TBD: 50 min Group 2B	Day TBD: Whole Group Day TBD: 50 min Group 3B

**Disclaimer:** Once proposal initiatives are selected; we will modify the table above to reflect the agreed upon dates of services.

### Solution Cost

The table below details the projected cost associated with these educational consulting services. Actual services and cost will be approved by DPS before any work is started. Invoices will be sent to DPS and payable to 1<sup>st</sup> Class Educator via check in quarterly increments. Service months will be pre-billed to ensure payroll is on time for all staff.

Description	Cost
Culturally Responsive Climate & Equity PD Series for DLT Phase II 6 Sessions – 1 Per month Aug, Oct., Dec., Jan., Mar., May 21-22 SY 2 Presenters Approximately 2 Hours	\$16,524.00
Leadership Development Small Group Coach Phase II 35 Sessions – (7 Groups x 5 Sessions) 1 Presenters Approximately 50 Min Sessions	\$15,750.00
<b>Total Complete Cost</b>	<b>\$32,274.00</b>

By signing this signature line Decatur Public Schools 61 agrees to pay the associated cost for services listed above.

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Authorized DPS Signature

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Date

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1<sup>st</sup> Class Educator Signature

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Date

## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> Decatur Public Schools Curriculum Alignment – LEAD 180
<b>Initiated By:</b> Jeff Dase, Assistant Superintendent of Teaching and Learning	<b>Attachments:</b> LEAD 180 Decatur Public Schools Curriculum Alignment Proposal
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### BACKGROUND INFORMATION:

Lead 180 will continue to work with Decatur Public Schools and support the efforts to improve the curriculum alignment, instruction and students' tasks. This partnership has provided ongoing learning in regard to aligning instruction and learning to the rigor of College and Career Ready Standards. The district began this partnership during the 2020-2021 school year to ensure technical assistance and support was provided to teachers aligned to the areas of: planning, teaching, assessing and providing learning activities and tasks that are designed to the full intent of each standard. In addition, in partnership with Lead 180, the district has created a guaranteed and viable curriculum that is sustainable in the face of teacher turnover. This will ensure that every student receives feedback that is aligned with the expectations of the standards and will in turn provide students with a P-12 education that will prepare them for the challenges of the 21st Century world of work. *This purchase supports Teaching and Learning by improving curriculum alignment with instruction and student tasks.*

### CURRENT CONSIDERATIONS:

The attached proposal is for LEAD180's continued and ongoing coaching support to district staff, principals and their teachers throughout the alignment process and provides job embedded professional learning in which district staff, principals and teachers grasp a deeper level of understanding of the standards and how they work together through thoughtful planning as designers of student tasks. Instruction and student learning activities are aligned to the Depth of Knowledge of each individual learning target within each standard. This ongoing support begins to build Collective Efficacy through ongoing feedback to teachers as they accomplish incremental short-term milestones within LEAD180's *Four Steps to Curriculum Alignment*. The work of developing and implementing a common scope and sequence with teacher leaders and school/ district administrators that are representative of all levels of schools across the district will continue.

### FINANCIAL CONSIDERATIONS:

LEAD 180 contract for a total of \$361,250.00 will be paid in full using CARES, Title I and/ or Title II funds.

### STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the LEAD 180 contract as presented.

### RECOMMENDED ACTION:

☒ Approval  
☐ Information  
☐ Discussion

**BOARD ACTION:** \_\_\_\_\_

**Decatur Public Schools**  
**Curriculum Alignment Proposal**  
**April 5, 2021**



Reflection on the work completed during the 2020-2021 school year

The LEAD180 team was pleased to serve as a partner with the Decatur Public Schools team during their ongoing learning in regard to aligning instruction and learning to the rigor of College and Career Ready Standards. Our team worked on developing a common scope and sequence with cadres of teacher leaders and school/district administrators that represented all levels of schools across the district. The work of developing a common scope and sequence ensures that every school in the district is covering the critical content of a standards-based curriculum. Teams of teachers and leaders are currently continuing the work in greater depth as the Decatur team begins to create Learning Scales that will help guide the path toward proficiency within every standard outlined in the district scope and sequence.

The LEAD180 coaches are also engaged in professional learning focused on developing a common understanding of what rigor looks like at various levels through each standard and how these levels impact the design of instruction, student activity and the creating of student tasks and assessments.

The following outcomes were achieved this past school year:

- Understand the alignment from standard, objective, to learning target within the CCSS/IL State Standards and how that aligns to the IAR
- Practice utilizing rigor alignment tools to align authentic student work and assessments to CCSS/IL State Standards learning targets and standards and to the IAR.
- Unwrap standards into specific learning targets, and identify the level of rigor (DOK) for each learning target, using the Instructional Planning Toolkit
- Identify the priority standards for the grade level/content
- Break down which standards are being taught in each quarter and in what order (by unit)
- Provide other key details that may be needed for a high-level look at the entire year
- Prepare leaders to implement the rigor and alignment work through school-based PLCs

Teachers and school/district leaders responded positively to end of session surveys reporting over 90% of participants were either satisfied or extremely satisfied with the facilitation of sessions and having the opportunity to apply their prior knowledge to session activities.

Session Feedback Survey Data Trends

- **Rigor Session for Teachers and Leaders:**
  - 92% of teachers reported that the facilitators drew on their prior knowledge and/or experience and provided opportunities for practice and/or application.
  - 93% of teachers reported they had opportunities to apply skills and knowledge presented through a variety of engagement activities.
  - **Common themes in the comments about what worked:**
    - Enjoyed collaborating with other teachers to better understand rigor
    - Appreciated the tools and resources that were shared to make cognitive rigor more understandable
  - **Common themes in the comments for what could make it better:**
    - Would like to work in a smaller group with their colleagues in their building for further work on this topic
    - Would like ideas for increasing rigor for struggling learners, Support to develop tiered assessments

**Proposed Scope of Work for the 2021-2022 School Year**

The LEAD180 team is looking forward to building on the great work that was started during the 2020-2021 school year. The focus of the work during the 2021-2022 school year will focus on the following areas:

**District Leadership Training**

Facilitate monthly sessions with principals to continue to build their skills as Specialists in Leading Standards-Aligned Instruction. Topics could include: Standards-Aligned Task Analysis, Feedback that Drives Rigorous Instruction, Assessment Literate Leadership, etc.

**Develop District End of Unit Assessments**

During the 20-21 school year, district-wide teams developed common scope and sequences for grades PK-12 in both Math and ELA. During the 21-22 school year, we will continue to build upon that work. District-wide teams will work together to develop common summative assessments for each unit of the previously created scope and sequence.

**School Level Coaching**

LEAD180 Coaches will work with grade level teams within each building to bring the curriculum that was commonly developed during the 20-21 school year to life in the classrooms. The direction of this work will be determined by the building principal from a set of options provided by the district leadership. Coaching support options will include... learning how to plan with the standards, developing week-by-week or day-by-day lesson plans and assessments that align to the commonly created scope and sequence and unit plans, developing formative assessments, etc.



## 2021-2022 School Year Project Scope of Work

Potential Start Date(s)	Days	Outcomes	Participants	Deliverables
August 2021	4 (2 Coaches)	<b>District Leadership Training</b> <ul style="list-style-type: none"> <li>• <b>Instructional Leadership Sessions</b> <ul style="list-style-type: none"> <li>▪ Facilitate monthly sessions with principals to continue to build their skills as Specialists in Leading Standards-Aligned Instruction.</li> <li>▪ Topics could include: <ul style="list-style-type: none"> <li>▪ Standards-Aligned Task Analysis</li> <li>▪ Feedback that Drives Rigorous Instruction</li> <li>▪ Assessment Literate Leadership, etc.</li> <li>▪ Coaching for Culturally Responsive Practice</li> </ul> </li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• School leaders</li> <li>• District leaders</li> <li>• District curriculum staff</li> </ul>	<ul style="list-style-type: none"> <li>• Leaders will understand the indicators of rigorous instruction.</li> <li>• Leaders will learn how to observe for standards-aligned instruction and assessment.</li> <li>• Leaders will practice providing: <ul style="list-style-type: none"> <li>• Growth-focused feedback to teachers.</li> <li>• Leaders will learn the importance of Culturally Responsive Practices.</li> </ul> </li> <li>• Leaders will learn about standards-aligned assessment design.</li> <li>• Leaders will practice facilitating a data review process which results in making instructional decisions.</li> <li>• Leaders will learn ways that classrooms can be transformed into environments where all students thrive.</li> </ul>
August 2021	8 (2 Coaches)	<b>Develop District End of Unit Assessments</b> <ul style="list-style-type: none"> <li>• Develop common summative assessments with district-wide teams for each unit of the previously created scope and sequence</li> </ul>	<ul style="list-style-type: none"> <li>• School teacher &amp; instructional leaders</li> <li>• District curriculum staff</li> </ul>	<ul style="list-style-type: none"> <li>• Developed summative assessments aligned to the district scope &amp; sequence</li> </ul>
August 2021	48 (Divided between 2 coaches)	<b>School Level Coaching</b> <p>LEAD180 Coaches will work with grade level teams within each school to bring the curriculum that was commonly developed during the 20-21 school year to life in classrooms. The direction of this work will be determined by the building principal from a set of options provided by the district leadership. Coaching support options include:</p> <ul style="list-style-type: none"> <li>▪ Learn how to plan with the standards</li> <li>▪ develop week-by-week or day-by-day lesson plans</li> <li>▪ Develop formative &amp; summative assessments that align to the commonly created scope and sequence and unit plans</li> </ul>	<p>Teachers and leaders from...</p> <p>16 schools total</p>	<ul style="list-style-type: none"> <li>• Create or revise each school's scope and sequence broken down into units of study.</li> <li>• Completed unit vision for the first unit.</li> <li>• Completed high level unit plan for each unit of an entire quarter.</li> <li>• Completed placement of learning targets by week and/or days.</li> <li>• Begin to establish assessment options for each target on the assessment alignment tool.</li> </ul>
August 2020- June 2021	Ongoing	<b>Monthly virtual advisor support (additional provided as needed)</b>	District/Schools	<ul style="list-style-type: none"> <li>• Provide ongoing virtual coaching support to schools throughout the project</li> </ul>

Proposed Project Budget

Service/ Resource	List Pricing	Project Cost
<b>School Level Coaching</b> <ul style="list-style-type: none"><li>3 days per school x 16 schools = 48 days total</li><li>(2 coaches 24 days per coach)</li><li><b>48 total coaching days</b></li></ul>	<del>\$216,000</del>	\$168,000
<b>District-wide End of Unit Assessment Development</b> <ul style="list-style-type: none"><li>8 days per coach</li><li>(2 days of assessment creation per quarter)</li><li><b>16 total coaching days</b></li></ul>	<del>\$72,000</del>	\$56,000
<b>Instructional Leadership Sessions</b> <ul style="list-style-type: none"><li>(2 coaches 4 days per coach)</li><li><b>8 total coaching days</b></li></ul>	<del>\$36,000</del>	\$28,000
<b>Educompass Planning Platform District Site License: 16 schools</b>	<del>\$105,000</del>	\$89,250
<b>Monthly virtual advisor support (as needed)</b>		Included
<b>LEAD180 Templates and protocols unlimited district license</b>	<del>\$60,000</del>	\$20,000
<b>Total Project Coast</b>	<del>\$489,000</del>	\$361,250

CONCLUSION

We look forward to continuing our work with Decatur Public Schools and supporting the efforts to improve the alignment of curriculum, instruction and student tasks. We are confident that we can meet the challenges ahead, and stand ready to partner with you in delivering an effective curriculum alignment solution.

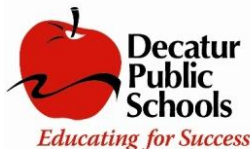
If you have questions on this proposal, feel free to contact Scott Neil at your convenience by email at [sneil@lead180.com](mailto:sneil@lead180.com) or by phone at 772-240-2464. We look forward to discussing this proposal in further detail.

Thank you for your consideration,

Scott Neil, PhD



Founder



## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> Decatur Public Schools Leadership Training
<b>Initiated By:</b> Jeff Dase, Assistant Superintendent of Teaching and Learning	<b>Attachments:</b> <ul style="list-style-type: none"><li>• Starks Consulting Proposal</li><li>• Starks Consulting Contract</li></ul>
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### **BACKGROUND INFORMATION:**

Starks Consulting will continue building the leadership capacity of our current and new aspiring leaders which includes but is not limited to Assistant Principals and Deans of Students. This leadership coaching will provide our aspiring leaders with structures and systems to enhance their adaptive and technical leadership skills. This leadership coaching will also improve our aspiring leaders' capacity in instructional and operational leadership and school climate development. This leadership coaching will benefit the district of Decatur Public Schools by developing a robust list of leaders that can lead our schools in the foreseeable future. *This contract supports Teaching and Learning by assisting with leadership development.*

### **CURRENT CONSIDERATIONS:**

The attached contract is for Starks Consulting to provide leadership coaching for the 2021-2022 school year to Decatur Public Schools aspiring leaders which includes but if not limited to Assistant Principals and Deans of Students.

### **FINANCIAL CONSIDERATIONS:**

Starks Consulting contract for a total of \$180,000.00 will be paid in full using CARES, Title I and/ or Title II funds.

### **STAFF RECOMMENDATION:**

The Administration respectfully requests that the Board of Education approve the Starks Consulting Contract for the 2021-2022 School Year as presented..

### **RECOMMENDED ACTION:**

- ☒ Approval
- ☐ Information
- ☐ Discussion

**BOARD ACTION:** \_\_\_\_\_



End of year Review for the Decatur Public School Administrators  
May 2021



## **The Problem**

School Leaders are often not receiving the specific training needed to support the challenges of African -American and LatinX students.

## **Mission and Vision**

School leaders will be better prepared for the unique challenges of working in socio-economically challenged school communities. Our work allows them to more readily build their personal and organizational capacity.



## **SMART GOALS**

By the end of May 2021, leaders will have developed processes, protocols, and resources to build adaptive and technical leadership capacity.

By the end of May 20201, leaders will have identified areas of strengths and opportunities of growth using the Illinois Leaders Standards to continue to improve their leadership capacity in teaching and learning and school culture and climate.

Assistant Principals and Deans met once a month. Additionally, there was individual monthly coaching for thirty-minutes aligned to their professional practice and personal development.



Monthly Assistant Principal Topics	Monthly Dean Topics
Equity	True Colors/Servant Leadership Competencies
Danielson Remote Framework Calibration	SMART GOALS
Problem of Practice aligned to Illinois Leadership Standards	Stewardship
Self-Care Social and Emotional Support	Self-Awareness
Data Driven Practices	Motivation and Persuasion
Student Engagement Remote Resources	Listening
	Culture and Trust
	Empathy
	Acting with Humility



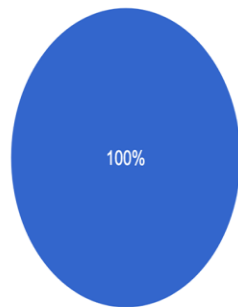
# Survey results



## Question 1

Reflecting on the leadership coaching you have received from Starks Consulting has the support and resources met your expectations

5 responses



● Yes  
● No

Reflecting on the leadership coaching you have received from Starks Consulting has the support and resources met your expectations

11 responses



● Yes  
● No



## Question 2

What additional support and resources do you feel you need?

9 responses

More Group time to go over current issues

Remote learning conversations are important

Nothing.

Giving feedback to a teacher that is meaningful

Time with my colleagues to work on our Problem of Practice.

Unsure but open to all content we have covered

Our group with Dr. Turner did not get to finish all dilemma presentations, beneficial for all to learn from each other.

Still allowing for us to collaborate as we have to date and continued zoom or meets.

What additional support and resources do you feel you need?

5 responses

As we return to in person learning, I know we will have questions.

Do to the pandemic, but would love to meet Dr Starks in person and do more personable mentoring from what she observes as well.

More information and guidance in my actual day to day role as a Dean

I need help determining what I want to be when I grow up (LOL)

I would love to have some feedback from Stark on what responses they are getting from the district on our concerns.



## Question 3

Please share what you enjoy from the support you are receiving.

10 responses

The energy from the presenters very positive

Good to have someone to bounce ideas off of someone else

I appreciate that this is relevant and gives me new ideas to take to my staff.

The collaboration with the other admins.

I appreciate the 1:1 time to work on a specific problem of practice and get feedback and ideas on it.

Having chance to really address something that is in my day-to-day world and not practice on examples that don't have meaning to my job.

Timely, available, meets my personal sense of urgency, full-scope view/understanding, and ability to break apart complex needs into manageable parts

One on One Coaching helps to have another sounding board.

Please share what you enjoy from the support you are receiving.

5 responses

The group discussions.

I enjoy being with the other Dean of students in the district. Always good to get feedback from folks that do the same job that you do (clarity).

I love the communication.

I enjoy being able to touch base with the other deans as well as the conversations that we have as a group. It is also nice to have the perspective of someone who is "outside" of DPS to help reflect and cope with constant change.

The anonymous aspect.



## Question 4

Share something you would like to consider for your continued leadership development.

7 responses

Look at co-teaching during e-learning

Giving quality feedback after an observation

I still need to work on my ability to set goals with and for students.

Time with my colleagues.

Balance - personal & professional

My concern going forward is trying to keep the social/emotional mindset of the staff and students UP as we will continue to be remote until Jan 19.

Share something you would like to consider for your continued leadership development.

3 responses

Developing building and personal goals for leadership success.

I would like to consider having more opportunities to improve strengths and weaknesses.

? Not sure

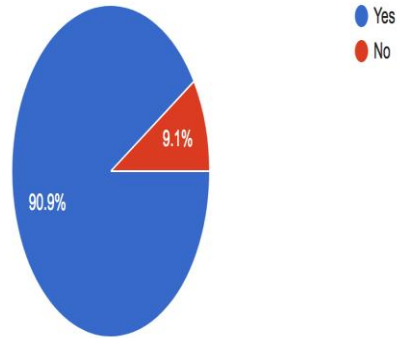


## Question 5

Reflecting on the professional development you have engaged with Starks Consulting has the content met your expectations?



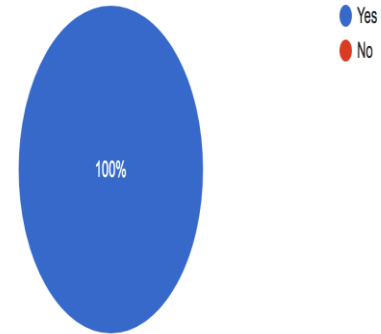
11 responses



Reflecting on the professional development you have engaged with Starks Consulting has the content met your expectations?



5 responses



## Question 6

Share something you would like us to consider for your continued professional learning?

5 responses

Something to do with 504 training!

Can't think of any at this time.

N/A

Answered above



Share something you would like us to consider for your continued professional learning?

5 responses

Have meetings every other month group meeting

Continue to provide us with helpful information to help with the stress of the job and how to be a more effective leader to secretaries.

More information on Dean responsibilities.

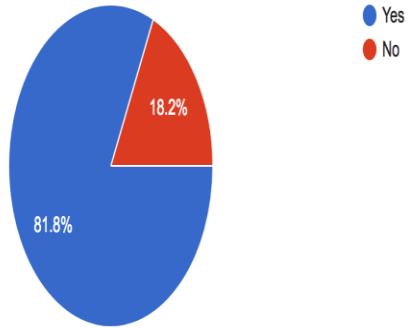
It would be nice to discuss good quality options for PDHs for us to attend and use for our recertification. I find that outside of the district Administrator Academy, it has been difficult finding time to search for those options.

Where I can move forward to in the district that would best suit my abilities. Look at my background and resume for help.

## Question 7

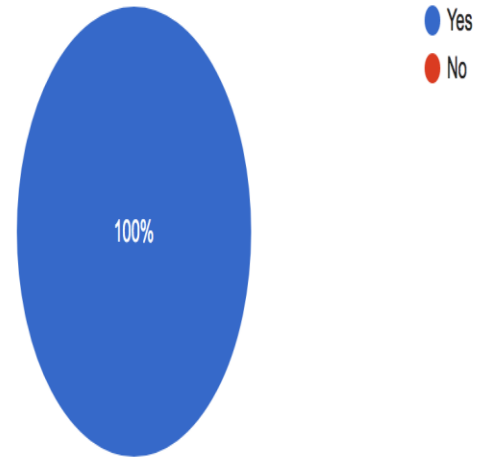
Do you feel there is adequate time for the group sessions?

11 responses



Do you feel there is adequate time for the group sessions?

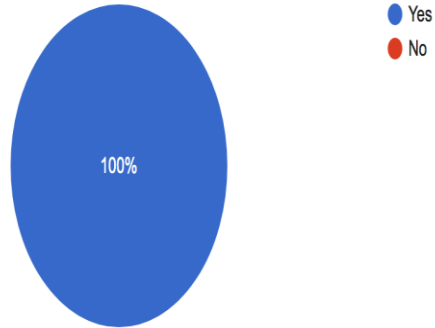
5 responses



## Question 8

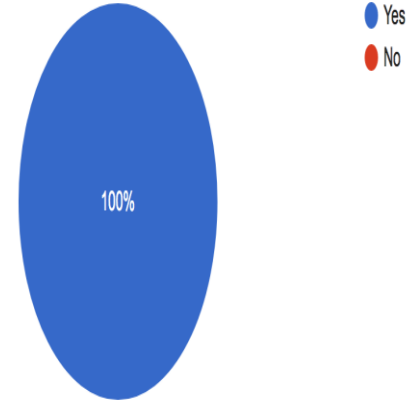
Do you feel there is adequate time for leadership coaching with your Starks Consultant?

11 responses



Do you feel there is adequate time for leadership coaching with your Starks Consultant?

5 responses





## Question 9

Please provide any additional feedback you feel would help Starks Consulting improve the support you need.

5 responses

None at this time

N/A. Thanks for the push!

None

Thank you to all!

Ladies do a great job and are organized in their intent to make us better!

Please provide any additional feedback you feel would help Starks Consulting improve the support you need.

1 response

Role playing in conflict situations to learn how to diffuse negative situations in a positive and professional way.



### **July 1-August-1-Leadership Assessment**



1. Assistant Principals and Deans will take the Clifton Strengths Assessments, 360 feedback tool, and DEI assessment.
2. Review and discuss all leadership assessments and the development of an individual coaching plan.
3. Professional development that is intentional on how to use the assessments to align the results with their practice.

### **August 1-May 30-Equip Leaders to Act**

1. Provide professional development aligned to the trends identified in individual assessments
2. Conduct ten on-site visits for real-time coaching
3. Facilitate readings of relevant and researched materials to improve practice
4. Evaluate current processes and structures to ensure leaders impact student achievement through data informed practices
5. Develop (in partnership with school leadership) goals and outcomes to be tracked for the duration of the support

**July 1-May 30-Executive Coaching-One hour a month**

- 1. Define goals, expectations, and outcomes.
- 2. Data collection and analysis using the assessment to systematically define skills, interests, and abilities.
- 3. Data feedback and developmental planning. Provide leaders with input to identify strengths and developmental opportunities.
- 4. Monthly coaching meetings to translate awareness into deliberate practice and performance improvement.
- 5. Continued evaluation of client progress

**Deliverables and Success Factors**

By the end of this engagement, Decatur District Leaders will be able to identify, develop, and/or facilitate:

- ☐ Structures and Systems for realizing a vision for DEI;
- ☐ Tools and Resources to support work focused on DEI;
- ☐ A set of prioritized competencies that support work focused on DEI;
- ☐ Leadership capacity and confidence
- ☐ Calibration using the Danielson Framework
- ☐ Data-Driven process for instruction and discipline



# QUESTIONS



## **Starks Consulting**

### **Consulting Agreement**

This is a contract (this “**Agreement**”) entered into by **Starks Consulting, Chicago LLC**, with its primary address at Chicago, Illinois 60652 and **Decatur Public Schools** (hereinafter referred to as “**Client**”), with its primary place of business at 101 W. Cerro Gordo Street Decatur, IL 62523 (collectively, the “**Parties**” and each a “**Party**”).

**1. Term.** This Agreement is effective as of July 1, 2021, and will continue through May 30, 2022 (the “**Termination Date**”) unless extended by mutual written agreement.

**2. Description of Services to be Performed.** Beginning on July 1, 2021, Starks Consulting shall provide the services (collectively, the “Services”) as referenced in Exhibit A.

**3. Payment for Services Performed.** In consideration of Stark's performance of Services in accordance with the terms of this Agreement, Client agrees to compensate Starks as follows (the “**Fee**”): \$180,000 to be paid in monthly payments of 16,363.63, invoiced on the 1st of each month beginning August 1, 2021, through June 1, 2022.

The maximum total fee authorized by this Agreement will be \$180,000 per the term of the Agreement.

Additionally, Client shall, promptly upon request as provided below in this Section, reimburse Starks for reasonable and necessary expenses approved by Client in writing in advance.

Starks shall send an invoice to the Client in order to be compensated for Services and, if applicable, reimbursed for approved expenses that have been incurred.

**4. Ownership of Work Product.** Client and Starks understand and agree that all work and work products prepared by Starks in connection with Starks' services under this Agreement, including all intellectual property rights therein (collective, “**Work Product**”), will be and remain the sole property of Starks. Starks will have full, exclusive, and unlimited right to use or reprint such Work Product and to transfer such right to others, and Client shall have no right, title, or interest in or to the Work Product.

**5. Termination.** This Agreement may be terminated prior to the Termination Date by either Party (a) for any reason or for no reason, upon thirty days written notice to the other Party or (b) in the event that the other party defaults in the payment or performance of its obligations under this Agreement and such default are not cured on or before the tenth (10th) day after the date on which the non-defaulting Party delivers written notice to the defaulting Party, in which case this Agreement shall terminate automatically and without further notice on the day after such tenth (10th) day.

**6. Independent Contractor.** The parties agree that in performing the Services, Starks will be an independent contractor and not an employee of Client for purposes of all state, federal, and local laws.

**7. Release and Indemnification.** Starks hereby release, discharge, and agree to hold harmless and defend Client and its directors, officers, employees, and agents from any liabilities, losses, claims, suits, damages, costs, and expenses, including without limitation reasonable attorneys' fees (collectively, "**Damages**") arising out of or otherwise relating to the subject matter of this Agreement and resulting from the acts or omissions of Client or any of its directors, officers, employees, and agents, provided that the foregoing indemnity shall not apply to any Damages to the extent that the same arises from any action or omission by Client in violation of this Agreement or constituting fraud.

Client hereby releases, discharges, and agrees to hold harmless and defend Starks Consulting and its directors, officers, employees, and agents from any liabilities, losses, claims, suits, damages, costs, and expenses (including without limitation, reasonable attorneys' fees, defense costs, investigation expenses, discovery costs, and court costs) arising out of or otherwise relating to the subject matter of this Agreement and resulting from the acts or omissions of Starks or any of its directors, officers, employees, and agents, provided that the foregoing indemnity shall not apply to any Damages to the extent that the same arises from any action or omission by Starks in violation of this Agreement or constituting fraud.

**8. No Solicitation.** Throughout the Term of this Agreement and for a period of [*one (1) year*] after the Termination Date or, if earlier, the date on which this Agreement is terminated pursuant to Section 5, neither Party shall knowingly directly or indirectly attempt to employ, or solicit for employment by others, any person who is then, or was within the preceding twelve (12) months, an employee or independent contractor of the other Party.

**9. No Assignment.** Onward may not assign or transfer any of its rights hereunder or delegate any of its obligations hereunder without Client's prior written consent, which Client shall not unreasonably withhold, delay or condition. Any attempted assignment or transfer without such consent will be void.

**10. Applicable Law.** This Agreement shall be governed by the laws of the State of New York, without regard to principles of conflict of laws.

**11. No Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement will not constitute a waiver of any subsequent breach or violation thereof.

**12. Enforceability.** If any provision of this Agreement is found to be void or unenforceable by either of the parties, such finding will not render any other provision of this Agreement void or unenforceable.

**13. Entire Agreement.** This document contains the entire Agreement of the parties and supersedes all prior negotiations or agreements, whether oral or written, regarding the matters set forth herein. It may not be changed orally but only by an agreement in writing signed by both parties.

**14. Dispute Resolution.** The parties agree that any controversy, claim or dispute of whatever nature arising between the parties shall be resolved exclusively through binding arbitration in Chicago, Illinois before a single arbitrator, pursuant to the American Arbitration Association's then-in-effect National Rules for the Resolution of Commercial Disputes.

**15. Binding Effect.** This Agreement shall be binding on, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

The undersigned Parties and their duly authorized representatives represent and warrant that they have authority to enter into this Agreement and hereby agree to the terms set forth above, effective as of the date first written above.

Decatur Public Schools

By: \_\_\_\_\_  
Dr. Jeff Dase  
Assistant Superintendent for Teaching and Learning

Starks Consulting, LLC

By: \_\_\_\_\_  
Dr. Kenyatta Starks  
CEO

## *Exhibit A*

### *July 1-August-1-Leadership Assessment*

1. Administer the Clifton Strengths Assessments, 360 feedback tool, and DEI assessment to assistant principals and deans
2. Review and discuss all leadership assessments and the development of an individual coaching plan
3. Facilitate intentional professional development that aligns the assessments to the leaders' results with their practice

### *August 1-May 30-Equip Leaders to Act*

1. Provide professional development aligned to the trends identified in individual assessments
2. Conduct ten on-site visits for real-time coaching
3. Facilitate readings and reflections of relevant and researched materials to improve practice
4. Evaluate current processes and structures to ensure leaders impact student achievement through data-informed practices
5. Develop (in partnership with school leadership) goals and outcomes to be tracked for the duration of the support

### *August 1-May 30-Executive Coaching-One hour a month*

1. Define goals, expectations, and outcomes
2. Data collection and analysis using the assessment to systematically define skills, interests, and abilities
3. Data feedback and developmental planning. Provide leaders with input to identify strengths and developmental opportunities
4. Monthly coaching meetings to translate awareness into deliberate practice and performance improvement.
5. Continued evaluation of client progress



### **Deliverables and Success Factors**

By the end of this engagement, Decatur District Leaders will be able to identify, develop, and/or facilitate:

- ☐ Structures and Systems for realizing a vision for DEI;
- ☐ Tools and Resources to support work focused on DEI;
- ☐ A set of prioritized competencies that support work focused on DEI;
- ☐ Leadership capacity and confidence
- ☐ Calibration using the Danielson Framework
- ☐ Data-Driven process for teaching and learning and behavior

It is important to note that, from the launch, the lead consultants will work in partnership with Decatur Public Schools to create a research-based, best-practice-aligned program, focused on DEI.

## Time and Financial Resources

Activity	Allocation	Cost
Assessment & Analysis (Clifton Strengths, 360 Feedback Tool, and DEI Assessments)	21 staff	\$7,000
Virtual PD (Monthly)  Topics: <ul style="list-style-type: none"> <li>● Data-Informed Practices</li> <li>● Diversity, Equity, and Inclusion (DEI)</li> <li>● Danielson Framework</li> <li>● Leadership Development</li> </ul>	9 Days for Deans  9 Days for Assistant Principals	\$40,000
Executive Coaching of Assistant Principals and Deans (Monthly)	21 staff	\$70,000
On-Site coaching (travel expenses included)	5 Full days for 21 staff	\$60,000
Instructional Materials	21 Staff	\$3,000
<b>Totals</b>		<b>\$180,000</b>



## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> Nearpod and Flocabulary Programs to Support Student Success
<b>Initiated By:</b> Jeff Dase, Assistant Superintendent of Teaching and Learning	<b>Attachments:</b> Nearpod / Flocabulary Sales Order
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### BACKGROUND INFORMATION:

Nearpod is the most comprehensive Student Engagement Platform for PK-12 teachers. Nearpod works with any classroom technology and helps teachers receive real-time feedback from students through a plethora of quick check for understandings such as: Matching Pairs, Quizzes, Open Ended Questions, Collaborate Boards, and gamified quizzes. Teachers can create their own lessons either in Google Slides or bringing in an existing Powerpoint lesson or alternatively pull from Nearpod's Lesson Library of 9,500+ PK-12 ready-to-run, standards-aligned lessons that can either be used either as is or customized in order to meet the needs of specific students. Also, these lessons are created in partnership with leading publishers like Read Words, Amplify, Learnzillion, Criequet, iCivics, and more. For remote and hybrid learning, Nearpod lessons can be launched either synchronously or asynchronously through Google Classroom. <https://nearpod.com/>

Flocabulary helps students thrive by bringing the PK-12 curriculum to life through the use of Hip-Hop/Rap songs and videos. Their curriculum team develops videos and activities that are engaging, relevant, and research-based. By engaging students in academic content, their platform supports teachers in daily instruction and helps students master standards, build vocabulary, and develop 21st-century skills. Flocabulary houses curriculum for almost all subjects including Math, ELA, Science, Social Studies and includes specialty lessons for Social-Emotional Learning, Financial Literacy, and Health. Flocabulary's instructional sequence is based on leading research. Using Flocabulary is proven to deepen content knowledge, improve vocabulary and raise test scores. Flocabulary easily integrates with Google Classroom and other platforms so teachers can assign lessons and students engage with the lessons on their iPads. [www.flocabulary.com](http://www.flocabulary.com)  
*This purchase supports Teaching and Learning by providing support for teachers in providing engaging instruction.*

### CURRENT CONSIDERATIONS:

Since January 2021, DPS has partnered with Nearpod to provide upgraded pilot access to over 140 teachers that have opted to participate in utilizing Nearpod within both a remote and hybrid setting. The partnership was first established as a way to provide highly engaging synchronous instruction while students were remote as well as provide teachers with the opportunity to receive real-time insight into how their students were doing to help inform instruction. With the Return to Learn plan that started after spring break, teachers are now utilizing Nearpod as a bridge for hybrid learning.

Teachers are able to keep their classroom communities connected by using a synchronous Nearpod lesson to ensure that the needs of students at school and who are learning at home are met. Since the start of the pilot in January, we have had over 35,000 activities submitted over the platform and over 16,000 student joins. As the district starts planning for next year, teachers have expressed wanting to have continued access to Nearpod so that they can continue to meet the needs of their students in any environment moving forward: Remote, Hybrid, and In- Person.

As of March of 2020, teachers have had access to Flocabulary and are continuing to utilize the platform as a way to support students who are both in-person and are learning at home. Currently there are over 375 teachers actively utilizing Flocabulary with over 5,000 students. Nearpod and Flocabulary are complimentary platforms as Nearpod is used as the main instructional tool for delivering synchronous instruction whereas Flocabulary is utilized as a follow-up resource for either independent practice or homework assigned through Google Classroom. Teachers are also adding in Flocabulary videos directly into their Nearpod lessons in order to get their students excited about what they are going to learn that day and expose them to the academic vocabulary that they will learn throughout the lesson. Moving forward, DPS61 teachers would like to continue having access to Flocabulary and also add on Nearpod to further support engagement and being able to receive real-time data as to how their students are performing

**FINANCIAL CONSIDERATIONS:**

A district-wide licenses that will cover all of our 16 sites costs 74,480.00 Title I funds will be utilized to support the purchase for K-8 buildings. The remaining schools that are not allowable under Title I will be funded out of the PDI budget.

**STAFF RECOMMENDATION:**

The Administration respectfully requests that the Board of Education approve the purchase of Nearpod and Flocabulary to be used district-wide as presented.

**RECOMMENDED ACTION:**

- ☒ Approval
- ☐ Information
- ☐ Discussion

**BOARD ACTION:** \_\_\_\_\_

# Sales Order

## Sales Order For:

Jeff Dase  
DECATUR SD 61  
101 W CERRO GORDO ST  
DECATUR, Illinois 62523  
UNITED STATES

## Nearpod Contact:

Katie Pecoulas  
1855 Griffin Rd. Suite A-290  
Dania Beach, FL 33004

**Service Start:** 07/01/2021    **Service End:** 06/30/2022

Description	Quantity	Total
<p>Nearpod Premium Plus - District:</p> <p>Nearpod Premium Plus, including unlimited access to:</p> <ul style="list-style-type: none"> <li>- Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features</li> <li>- Nearpod Lesson Library with 7,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands</li> <li>- Nearpod Video &amp; Activity Library with 5,000+ standards-aligned interactive videos and activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons</li> <li>- District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS integration, and more</li> <li>- Premium Plus lesson delivery features, including Live Teacher Annotation and Co-Teaching</li> </ul>	8000 - Students	\$48,000.00
<p>Flocabulary Site License:</p> <p>Unlimited access to Flocabulary including:</p> <ul style="list-style-type: none"> <li>- Access to the 600+ standards-aligned K-12 lessons, including a hip hop video and supporting activities</li> <li>- Access to Week in Rap lessons, added weekly during the school year to spotlight current events</li> <li>- Access to student accounts, enabling teachers to assign lessons and activities and view results of assessments</li> </ul>	8000 - Students	\$26,480.00
	<b>Total</b>	(USD) \$74,480.00

## Terms

This Sales Order is valid until:

Service will run from 07/01/2021 until 06/30/2022, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) \$74,480.00.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: <https://nearpod.com/terms-conditions>, the Nearpod Privacy Policy available online at: <https://nearpod.com/privacy-policy>, the Flocabulary Terms of Use available online at: <https://flocabulary.com/terms-of-use/>, and the Flocabulary Privacy Policy available online at: <https://flocabulary.com/privacy-policy/>, as applicable.

### Free Training Resources

Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: <http://nearpod.com/resources>

**Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.**

### Purchase Order

Please provide PO#: \_\_\_\_\_

### Credit Card

Please provide email address  
secure payment link should be  
sent to: \_\_\_\_\_

Exp: \_\_\_\_\_

Name on card: \_\_\_\_\_

### Check, ACH or Wire

Name: \_\_\_\_\_




Signature: \_\_\_\_\_

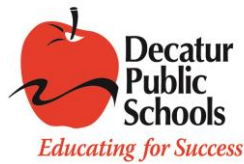
Date: \_\_\_\_\_

Tax Exempt #: \_\_\_\_\_

### Purchase Orders should be addressed to:

Nearpod, Inc  
1855 Griffin Rd. Suite A-290  
Dania Beach, FL 33004  
Email: [katiep@nearpod.com](mailto:katiep@nearpod.com) or FAX: +1 305-655-1999

<p><b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p><b>Request for Taxpayer Identification Number and Certification</b></p> <p>► Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>	<p><b>Give Form to the requester. Do not send to the IRS.</b></p>																																																													
<p><b>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</b> Nearpod Inc.</p>																																																															
<p><b>2 Business name/disregarded entity name, if different from above</b></p>																																																															
<p>Print or type. See Specific Instructions on page 3.</p>	<p><b>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.</b></p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC             <input checked="" type="checkbox"/> C Corporation             <input type="checkbox"/> S Corporation             <input type="checkbox"/> Partnership             <input type="checkbox"/> Trust/estate         </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____         </p> <p><b>Note:</b> 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.</p> <p><input type="checkbox"/> Other (see instructions) ► _____</p>																																																														
	<p><b>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</b></p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>																																																														
	<p><b>5 Address (number, street, and apt. or suite no.) See instructions.</b> 1855 Griffin Road, A290</p>	<p><b>Requester's name and address (optional)</b></p>																																																													
	<p><b>6 City, state, and ZIP code</b> Dania Beach, FL 33004</p>																																																														
<p><b>7 List account number(s) here (optional)</b></p>																																																															
<p><b>Part I Taxpayer Identification Number (TIN)</b></p> <p>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.</p> <p><b>Note:</b> 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.</p>																																																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="width: 30px; height: 30px;"></td> <td style="width: 30px; height: 30px;"></td> <td style="width: 30px; height: 30px;"></td> <td style="width: 30px; height: 30px;"></td> <td style="width: 30px; height: 30px;"></td> <td style="width: 30px; height: 30px;"></td> <td style="width: 30px; height: 30px;"></td> <td style="width: 30px; height: 30px;"></td> <td style="width: 30px; height: 30px;"></td> <td style="width: 30px; height: 30px;"></td> </tr> <tr> <td colspan="3"></td> <td style="text-align: center;">-</td> <td colspan="3"></td> <td style="text-align: center;">-</td> <td colspan="3"></td> </tr> </table> <p style="text-align: center; margin-top: 5px;"><b>or</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="width: 30px; height: 30px;"></td> <td style="width: 30px; height: 30px;"></td> <td style="width: 30px; height: 30px;"></td> <td style="width: 30px; height: 30px;"></td> <td style="width: 30px; height: 30px;"></td> <td style="width: 30px; height: 30px;"></td> <td style="width: 30px; height: 30px;"></td> <td style="width: 30px; height: 30px;"></td> <td style="width: 30px; height: 30px;"></td> <td style="width: 30px; height: 30px;"></td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">6</td> <td style="text-align: center;">-</td> <td style="text-align: center;">0</td> <td style="text-align: center;">9</td> <td style="text-align: center;">9</td> <td style="text-align: center;">3</td> <td style="text-align: center;">6</td> <td style="text-align: center;">7</td> <td style="text-align: center;">9</td> </tr> </table>			<b>Social security number</b>																							-				-				<b>Employer identification number</b>																				4	6	-	0	9	9	3	6	7	9
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<p><b>Part II Certification</b></p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> <li>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</li> <li>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</li> <li>I am a U.S. citizen or other U.S. person (defined below); and</li> <li>The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> </ol> <p><b>Certification instructions.</b> 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.</p>																																																															
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<p><b>General Instructions</b></p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p><b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a>.</p> <p><b>Purpose of Form</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>Form 1099-INT (interest earned or paid)</li> <li>Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>Form 1099-S (proceeds from real estate transactions)</li> <li>Form 1099-K (merchant card and third party network transactions)</li> <li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>Form 1099-C (canceled debt)</li> <li>Form 1099-A (acquisition or abandonment of secured property)</li> </ul> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p>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.</p>																																																															



## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> 2021-2022 Student Code of Conduct and Parent Handbook
<b>Initiated By:</b> Lawrence Trimble, Director of Student Services and Discipline Action Committee	<b>Attachments:</b> FINAL 2021-2022 Student Code of Conduct and Parent Handbook
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### **BACKGROUND INFORMATION:**

The Discipline Action Committee meets each month during the school year to discuss topics relative to school discipline. This year we had changes to language along with a few additions to some of the sections. The suggested revisions were also reviewed by the district's legal representative. *Establishing a clear Code of Conduct is vital to establishing a school environment that supports Teaching and Learning.*

### **CURRENT CONSIDERATIONS:**

Central Office Administrators were given the opportunity to participate in these changes through email. The Discipline Action Committee's major change is in the Internet and Technology section, Athletic Code and the Bullying and Harassment section. Student Services would like to incorporate the necessary changes shown in the power point presentation into the current 2020-2021 Student Code of Conduct and Parent Handbook for the 2021-2022 school year.

### **FINANCIAL CONSIDERATIONS:**

None at this time.

### **STAFF RECOMMENDATION:**

The Administration/Student Services respectfully requests that the Board of Education approve the changes to the current 2020-2021 Student Code of Conduct and Parent Handbook for the 2021-2022 school year as presented.

### **RECOMMENDED ACTION:**

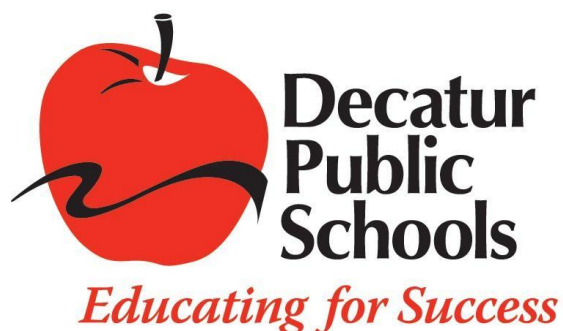
- ☒ Approval
- ☐ Information
- ☐ Discussion

**BOARD ACTION:** \_\_\_\_\_



**Decatur Public School District 61**  
**101 West Cerro Gordo Street**  
**Decatur, Illinois 62523**

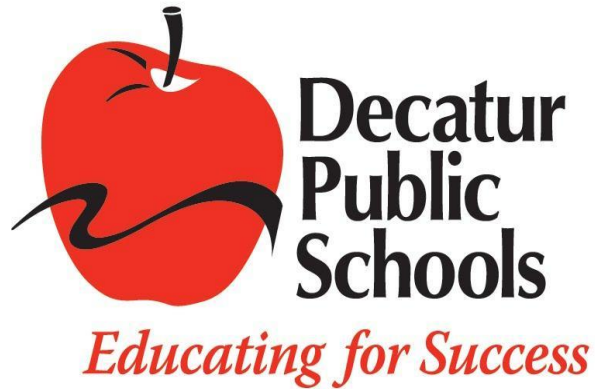
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**Student Code of Conduct**  
**And**  
**Parent Handbook**  
**2021-2022**

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# Student Code of Conduct and Parent Handbook 2021-2022

Adopted by the Board of Education

*July 27, 1999*

*Revision Approved April 27, 2021*

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## Mission Statement

*The Discipline Action Committee of Decatur Public School District #61 is charged with maintaining and updating the language contained within the **Student Code of Conduct and Parent Handbook**. Our goal is to provide parents and students of District #61 with expectations for student conduct and the consequences for failure to adhere to the policies stated within the handbook. The Committee will update the handbook's language as dictated by changes to Federal and State laws and to meet District #61's needs. We will provide our schools with the tools to promote positive, responsible standards of student behavior in order to provide quality educational environments free from disruptions that interfere with the learning process.*

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## SCHOOL ADMISSION PROCEDURE

All students must register for school each year on the dates and at the places designated by the Superintendent.

Students enrolling in the District for the first time must present a birth certificate or other reliable proof of identity and age, as well as proof of residence. Refer to *Health Requirements* in this publication for specific medical and dental requirements. Refer any enrollment questions to the school secretary.

### Age of Entrance

To be eligible for admission, a child must be 5 years old on or before September 1. Children ages 3 to 21 years with exceptional needs who qualify for special education are eligible for admission.

Children who are advanced intellectually and socially may be permitted early entrance into kindergarten. Promotion will be based on the criteria listed below. The parents of a child who has attained the age of 4 years, 6 months by June 1 may seek early enrollment in kindergarten by following these procedures:

1. The child must be examined by a state-registered psychologist no more than 2 months before school starts. The expense will be borne by the parents. (Funds will be sought to test students who qualify for free or reduced lunch.) The report will be submitted to the Superintendent no later than two weeks prior to the first day of school. School district psychologists will review the report and make a recommendation to the Superintendent regarding eligibility.
  - a. The child must have a score on an individually administered intelligence test that is at least two standard deviations above the mean for a child of his/her age.
  - b. Social and emotional maturity, as well as gross and fine motor skills, assessed on a measure of adaptive behavior, must be at least one standard deviation above the mean for a child of his/her age.
  - c. Visual-motor integration must be at least one standard deviation above the mean for a child of his/her age.
  - d. The child must demonstrate the following types of academic skills: ability to identify basic colors and shapes; recognition of upper and lower case letters; recognition of numerals to 20; alphabet recitation; ability to rote count to 30; ability to count objects with one-to-one correspondence to 20; ability to write first name legibly from memory; knowledge of basic concepts (i.e., above, below, front, back, etc.); and ability to remember and follow a three-step direction.
  - e. The examining psychologist must make a recommendation on the basis of items 1a through 1d, and general clinical impression.
2. The child must have all other entrance requirements met for entrance to school.
3. The parents must agree to withdraw the child at the end of the first nine weeks if the teacher and principal believe it to be in the best interest of the child not to continue.

### Athletic Fee

Any Middle or High school student who is participating in an Athletic Activity is required to pay athletic fees as described. Fee maximums apply per FAMILY/per BUILDING.

Elementary and Middle School (grades K – 8): \$10 per sport/ \$50 maximum per family/per building  
High School (grades 9 – 12) - \$20 per sport/ \$100 maximum per family/per building

### Instructional Materials Fee

Each pupil is required to pay an instructional materials fee at the time of registration. Fees for the **2021-2022** school year are:

*Early Childhood-Grade 6.....\$80.00*  
*Grades 7-12.....\$100.00*

The instructional materials fees are applied toward the purchase of basic and supplemental tests, hard-cover, paperback, periodicals, workbooks, and other related materials. Additional replacement costs are charged for materials lost or damaged beyond normal wear.

The District qualifies under the USDA Eligibility Provision (CEP) to provide breakfast and lunch to each child in the District at no charge to the student. The CEP designation does not qualify the child for free textbooks. In order to qualify for free textbooks, the child must be identified by the State as a "Direct Certification" student, or the parent must complete the appropriate application and file the paperwork with Aramark Services for evaluation. We strongly encourage all parents to complete the CEP form as part of the registration process to help offset the Instructional Materials Fees. Students who do not qualify will be notified by Aramark and the full instructional materials fee will apply.

Parents may establish a payment schedule with the school if they are unable to pay the entire fee at registration. Fees must be paid in full by February 1 to avoid credit bureau collection.

Students attending Macon-Piatt Special Education Programs from county school districts should register in their resident (county) school and pay the instructional materials fees required of that district. Decatur Public Schools will seek instructional materials fees from the Macon-Piatt Special Education District, rather than directly from the pupil.

### **Decatur Public Schools Check Policy**

If your check is returned, you authorize Decatur Public School District 61 and its agents to collect this item electronically through eCash Flow Services. The check writer will be assessed a check collection fee as allowed by law and will be responsible for all other collection costs.

### **Emergency Phone Contact**

In any school emergency, parents are immediately notified. The State of Illinois requires parents to provide the working telephone numbers of two responsible adults to be contacted when parents are not available. Failure to comply with this requirement may result in the student being denied the privilege of school attendance.

### **Health Requirements**

Parent(s)/guardian(s) shall present proof of their child's examinations and immunizations as required by the State of Illinois and the District. **Requirements shall be submitted on the first day of school.** All health forms are available at the individual schools and district website.

**Medical** examinations shall be performed by a physician licensed to practice medicine in all of its branches, or an Advanced Practice Nurse, or Physician's Assistant, and recorded on the State of Illinois Certificate of Child Health Examination form. Sports physical forms are not acceptable for this requirement. Examinations shall be conducted within one year prior to the date of first entry into:

1. Pre-K;
2. Kindergarten;
3. Sixth grade;
4. Ninth grade; and
5. Any grade level when it is the student's first entry into a school in Illinois.

**Dental** examinations shall be performed by a licensed dentist, and recorded on the Proof of School Dental Examination form. Examinations shall be conducted within 18 months prior to May 15 of the year your child enters:

1. Kindergarten;
2. Second grade;
3. Sixth grade; and

#### 4. Ninth grade.

**Immunizations** and screenings against preventable communicable diseases are required per Department of Health rules at the above intervals and/or as specified. All requirements are due by the first day of school. **All 6<sup>th</sup> through 11<sup>th</sup> grade students must show evidence of receiving one MCV4 (meningococcal) vaccine and 12<sup>th</sup> grade students must show evidence of receiving two MCV4 (meningococcal) vaccine with the second doses given after their 16<sup>th</sup> birthday.**

Detailed information on required vaccines can be found in “School Health Guidelines” and the District website.

**Vision** Examinations shall be performed by an optometrist or ophthalmologist, and recorded on the appropriate State of Illinois Proof of Vision Examination Form. Examinations shall be conducted within one year prior to the date of first entry into Kindergarten or first entry into an Illinois school, and submitted to the school on or before the first day of school.

A student may be exempted from this policy’s requirements on religious grounds if the student’s parents/guardians present to the Superintendent or designee a signed Certification of Religious Exemption explaining the objection, and shall be signed by a health care provider that they have provided education to the parents or legal guardians about the benefits of immunizations and the health risks of not vaccinating students. A student may be exempted from immunizations on medical grounds if a physician provides a written verification on the examination form. All statements of medical exemption must be approved by the Illinois Department of Public Health. Parents/guardians will receive “Student Health Guidelines” which further explain all health requirements and policies required under 77 Illinois Administrative Code 665.280 and 665.520.

#### **Magnet and Montessori Schools**

The parent/guardian must fill out a magnet application and attend a mandatory orientation before the student will be considered as entered into the Magnet lottery. This must be done within the time period of the open lottery. The available seats are limited in these programs, so please take the time to make sure that the program you are applying for is the best program for your specific student’s needs. If your child is accepted at one of the Magnet schools, you will need to fill out the required registration paperwork. Once you have accepted a seat at the school and the school year has started, your child will be required to remain at the location for that current school year. If you wish to remove your child from a Magnet school for the following school year, you must do so in writing before May 1st. If you move out of the DPS boundary or leave the program, you will need to complete the lottery process again to re-enter for the following school year.

#### **Cafeteria Services**

A complete Type A Breakfast and Type A Lunch is available in every school to every student at no charge to the student. The Type A lunch and breakfast consist of a combination of hot and cold foods prepared to meet a significant portion of the minimum daily nutritional requirements for good health, as established by the U.S. Department of Agriculture under the National School Lunch Act. Students are urged to eat the Type A lunch and breakfast each day, thereby assuring themselves of at least two well-balanced meals daily. Students may bring a lunch from home or participate in the school lunch program.

#### **Transportation**

For student transportation information, or to make special arrangements or address changes concerning your child’s transportation, **please contact the school** that your child attends. DO NOT call the bus company—all changes **MUST** go through your school office.

Changes made during the course of the school year require a minimum of three days to become effective. Parents may be required to provide transportation for the student to and from school during this time.

Parents or legal guardians who provide transportation to and from school, because free transportation was not available for their students, may be eligible to receive money from the State of Illinois to help offset some costs for Decatur Public Transit bus fares or for private automobiles at the current approved rate. Your student must be under 21 on June 5th, be a full-time student, and reside more than one and one-half miles from school to be eligible. If you want to file a claim, you must go to the school your student attends by June 15th and file the claim in person. Funding of this program is determined by the State General Assembly and is not controlled by Decatur Public Schools.

➤ **ISBE (Illinois State Board of Education)**  
**Pupil Transportation Frequently Asked Questions**

● **Is the district required to transport students who live less than one and one-half miles from their assigned attendance center?**

No. School boards may provide transportation for pupils living less than one and one-half miles as measured by the customary route of travel from the school attended and may make a charge for such transportation in an amount not to exceed the cost thereof, which shall include a reasonable allowance for depreciation of the vehicles so used. Statutory Citation: 105 ILCS 5/29-2

● **Who determines the locations of the bus stops (pickup/drop-off points)?**

The school board of the district is required to establish the bus stops (pickup/drop-off points) for eligible students at a point located not more than one and one-half miles from the exit of the property of each pupil assigned to such point. The school district is **not** required to provide door-to-door service. Statutory Citation: 105 ILCS 5/29-3

**School Bus Safety Rules**

- a. Be aware of moving traffic and pay attention to your surroundings.
- b. Dress properly for the weather. Make sure all drawstrings, ties, straps, etc. on all clothing, backpacks and other items, are shortened or removed to lessen the likelihood of them getting caught in bus doors, railings or aisles.
- c. Arrive on time at the bus stop, and stay away from the street while waiting for the bus.
- d. Stay away from the bus until it stops completely and the driver signals you to board. Enter in single file without pushing. Always use the handrail.
- e. Take a seat right away and remain seated facing forward. Keep your hands, arms, and head inside the bus.
- f. Talk quietly on the bus. No shouting or creating loud noises that may distract the driver. Tablets, iPads, smart phones, and other electronic devices must be silenced on the bus unless a student uses headphones.
- g. Help keep the bus neat and clean. Keep belongings out of the aisle and away from emergency exits. Eating and drinking are not allowed on the bus.
- h. Always listen to the driver's instructions. Be courteous to the driver and other students. Sit with your hands to yourself and avoid making noises that would distract the driver or bother other passengers.
- i. Wait until the bus pulls to a complete stop before standing up. Use the handrail when exiting the bus.
- j. Stay out of the danger zone next to the bus where the driver may have difficulty seeing you. Take at least five giant steps (10 feet) away from the bus and out of the danger zone, until you can see the driver and the driver sees you. Never crawl under a bus.



- k. If you must cross the street after you get off the bus, wait for the driver's signal and then cross in front of the bus. Cross the street only after checking both ways for traffic, even after the driver's signal.
- l. Never run back to the bus, even if you dropped or forgot something.

## ATTENDANCE & TRUANCY

### Definitions

**Truant** - A "truant" is a child subject to compulsory school attendance and who is absent without valid cause from such attendance for a school day or portion thereof. Truant also includes students who are absent for one or more class periods within the school day whose absence cannot be accounted for.

**Valid Cause for Absence** - A child may be absent from school because of illness, observance of a religious holiday, death in the immediate family, family emergency, situations beyond the student's control as determined by the Board of Education, or such other circumstances which cause reasonable concern to the parent for the mental, emotional, or physical health or safety of the student.

**Chronic or Habitual Truant** - A "chronic or habitual truant" is a child who is subject to compulsory school attendance and who is absent without valid cause from such attendance for 5 percent (9 unexcused days) or more of the current 180 regular attendance days.

**Truant Minor** - A child to whom supportive services, including prevention, diagnostic, intervention and remedial services, alternative programs, and other school and community resources, have been provided and have failed to result in the cessation of chronic truancy, or have been offered and refused.

### **Truancy**

The School District will determine if the student is a truant, chronic or habitual truant, or a truant minor. The Superintendent shall direct the appropriate School District staff to develop diagnostic procedures to be used for identifying the cause(s) of unexcused student absenteeism. The diagnostic procedures shall include, but not be limited to, interviews with the student, his or her parent(s)/guardian(s), and any school official(s) or other people who may have information.

The following supportive services may be offered to truant or chronically truant students:

- Parent-teacher conferences
- Attendance Intervention Plans
- Student and/or family counseling
- Information about community agency services

If truancy continues after supportive services have been offered, the building principal shall refer the matter to the Department of Student Services to begin the Truancy Review Board Process. The Department of Student Services may call upon the resources of outside agencies, such as the Regional Office of Education Truancy Division or Teen Justice Program. The School Board, Superintendent, School District administrators, and teachers shall assist and furnish such information as they have to aid truant officers. Truancy may result in legal consequences.

### **Absence Notification**

A student's parent(s)/guardian(s) must: (1) upon their child's enrollment, provide working telephone numbers to the building principal and update them as necessary, and (2) authorize all absences and notify the school in advance or at the time of the child's absence.

If a student is absent without prior authorization by the parent(s)/guardian(s), the designated school official shall make a reasonable effort to notify the parent(s)/guardian(s) of their child's absence after the first class by telephoning the numbers given.

Students are expected to be present and to participate every day throughout the school year unless there is an appropriate reason for being absent. When a student is absent from class, credit for the course can be affected, as the student loses teacher instruction and class interaction. Students with an absence will be allowed to make up work for equal value upon request of the student or guardian. Request shall be done within 48 hours of the absence. Student will be allowed up to 1 day for every day the student is absent from school.

For anticipated absences, the student is required to bring a note (or phone call) from his or her parent/guardian prior to the absence. To be approved, absences must meet the excused absence criteria. Students returning to school with what they consider to be an approved absence must show proof or the absence will become unexcused. Students are allowed three excused parent notifications per quarter.

**Excused Absence Criteria:**

Student will be allowed makeup privileges based on the Absence Notification information provided above.

- A. Parent/guardian notes describing illness for son/daughter. Parent notes that exceed three notes per quarter will be considered unexcused unless approved by the building principal.
- B. A verified doctor appointment: the student will be required to secure a written report from the doctor in order to be excused.
- C. Funeral: Funeral that requires traveling and absences more than three days shall be discussed with administration to be excused.
- D. Student illness verified in writing by a doctor or students sent home by school nurse.
- E. One college day for juniors and two college days for seniors with proof of the college attended.
- F. Court appearances.
- G. Absences due to extenuating circumstances shall be discussed and approved by an administrator.
- H. Out-of-school suspensions: Please refer to Section I, Part C, "Suspension Procedures," of the *Student Code of Conduct and Procedures Handbook* under "The Disciplinary Policy."
- I. Religious Observations.

**Unexcused Absence Criteria:**

- A. Truancy from school.
- B. Returning to school without a note from parent/guardian or without prior notification (phone call or note) of absence.
- C. Absences explained by a parent/guardian note that exceed three days without a doctor's note or other unexcused absence.
- D. Any other reason not included in excused absences nor approved by an administrator.
- E. Vacations.

**Tardy Policy**

The Decatur Public Schools does not penalize students who come late to school occasionally for reasons recognized by the State of Illinois as valid causes for missing school. However, the district and the state consider a student who arrives late without valid cause, unexcused. If the tardiness becomes habitual, building administrators or designee will meet with parents/guardians to determine the cause and then begin interventions to assist the child and/or family. Tardies ultimately equal unexcused absences from school. Once a student reaches three or more unexcused absences, the parent/guardian will be sent a letter regarding truancy. A copy of that letter will also be sent to the Regional Office of Education.

**Homebound Instruction**

Home services may be provided to a student if that student has a medical condition and will be out of school for a minimum of 10 days or more, or on an intermittent basis due to a medical condition. For

Home Study to take place, a conference to determine eligibility must be held with the appropriate school administrator. If it is determined Home Study is the best option, parents will be given next steps which will include a Medical Certification Form to be completed by the parent and physician overseeing the child's medical needs. Pregnancy does not automatically qualify for Home Study. (Students on Home Study are not allowed to take Driver's Education and/or Behind the Wheel.)

### **Visitors to the School**

Decatur Public Schools is pleased to announce that we will begin a more formal visitor management process in all of our schools to strengthen the district's program for student and staff safety. The procedure will enable schools to screen all visitors against sexual offender registries in all 50 states and establish a consistent sign-in process across the district.

Please understand that the new process is not intended to discourage parents from visiting their children's schools. We welcome visitors and encourage all parents to be an active part of their children's educational experience. The goal is to enhance the safety and security of both students and staff by prohibiting school access to those who pose a potential threat. Visitors causing a disruption to the educational environment will be removed by building staff and authorities may be notified.

#### **How It Will Work:**

- All visitors, including parents, will be asked to report to the main office upon their arrival at the school
- A secretary or other office staff member will request that each visitor provide their driver's license or other state or federally issued photo ID
- The visitor's name, address and photo will be checked for a match to a national sexual offender database
- If no match is found, visitors will be issued a date-specific visitor's badge. These badges must be worn at all times while on the school grounds. Visitors must check in and receive a visitor badge each time they visit
- All visitors will be required to check out at the main office prior to leaving the building. Visitor badges will be collected, and office staff will destroy the badges so they cannot be reused
- Children who do not have a valid ID may be allowed to visit as long as they are accompanied at all times by an adult who has completed the ID process, and has been issued a badge

### **Equal Educational Opportunities**

Equal educational and extracurricular opportunities shall be available for all students without regard to color, race, nationality, religion, sex, sexual orientation, ancestry, age, religious beliefs, physical or mental disability, gender identity, status of being homeless, immigration status, order of protection status, or actual or potential marital or parental status, including pregnancy. Further, the District will not knowingly enter into agreements with any entity or any individual that discriminates against students on the basis of sex or any other protected status, except that the District remains viewpoint neutral when granting access to school facilities. Any student may file a discrimination grievance by using the *Uniform Grievance Procedure*.

The Decatur Public Schools will, upon request of an individual, make reasonable accommodations in compliance with the ADA and Section 504 of the Rehabilitation Act. Requests shall be submitted to the Director of Human Resources.

## **GRADING & PROMOTION**

Decatur Public Schools is committed to the continuous development of students enrolled in the district's schools and to student achievement of the skills for the current grade assignment for promotion to a higher grade. Students will normally progress annually from grade to grade when in the judgment of the

professional staff, it is in the best interest of the student involved. Parents/Guardians will receive prior notification and explanation concerning the retention. The final decision to promote or retain a student rests with district administration.

All promotion and retention procedures will align with the established District Problem Solving Team Procedures as well as school board policy 6:280 Grading and Promotion.

### **Grading and Promotion**

Grading and promotion policy decisions shall be established by the Superintendent or designee. This system of grading and reporting academic achievement to students and parents/guardians will be recognized in all Decatur Public Schools. This policy will also determine when promotion and graduation requirements are met.

The decision to promote students to the next grade level will be dependent upon academic performance in reading and math, attendance, and performance on **District-Wide Assessment (DWA)** as described below. School Administrators shall ensure a personal learning plan is created for all students who are recommended for retention and/ or retained.

All non-traditional promotion (i.e. accelerated placement) and retention decisions for Decatur Public School must be approved by the Assistant Superintendent of Teaching & Learning.

### **Promotion Criteria**

A student's promotion status is determined by the following measures:

#### **District-Wide Assessment (DWA)**

- The **District-Wide Assessment (DWA)**: The district-wide assessment will be the Fast Bridge or other norm-referenced assessment administered by the district. Students with no DWA scores in either reading or math achievement will be considered based on classroom academic performance. If a student's DWA results are incomplete or inaccessible through no fault of the student, the Assistant Superintendent of Teaching & Learning shall make a promotion decision.

#### **Academic Performance**

- Report card grades in reading and math shall reflect a student's unit test scores and completion of homework assignments during the school year. The **final report card grade** in each subject is an average of the grades reported at the end of each of the four reporting periods.
- Every teacher shall maintain an evaluation record for each student in the teacher's classroom. A District administrator cannot change the final grade assigned by the teacher without notifying the teacher. A reasonable attempt to consult with the teacher must be made and documented by the principal prior to any change of a final grade.
- The home school must notify the parent/ guardian of any student being recommended for retention for the following school year no later than ten (10) school days after the conclusion of the first semester (i.e. 2<sup>nd</sup> quarter of grading). This notification must be documented (i.e. parent/ guardian name, contact number, date and time of contact)
- The home school must notify the Assistant Superintendent of Teaching & Learning no later than ten (10) school days after the conclusion of the first semester (i.e. 2<sup>nd</sup> quarter of grading) of any student the school may recommend for retention for the following school year.

### **Promotion Criteria for Students with Disabilities**

Decisions on whether to promote or retain a student with disabilities will be made in accordance with the Individuals with Disabilities Education Act (IDEA) and as required by other applicable law.

Promotion and retention of a student having an Individualized Education Program (IEP) or receiving

reasonable accommodations pursuant to Section 504 of the Rehabilitation Act shall be determined by the student's educational team.

Every teacher shall maintain an evaluation record for each student in the teacher's classroom.

A District administrator cannot change the final grade assigned by the teacher without notifying the teacher. Reasons for changing a student's final grade include:

- A miscalculation of test scores;
- A technical error in assigning a particular grade or score;
- The teacher agrees to allow the student to do extra work that may impact the grade;
- An inappropriate grading system used to determine the grade; or
- An inappropriate grade based on an appropriate grading system.

Should a grade change be made, the administrator making the change must sign the changed record.

### **Attendance**

Students should obtain a 90% attendance rate. In **Illinois**, chronic **absence** is defined as missing 10 percent or 18 days of a school year for any reason, including suspensions, **unexcused** and **excused absences**.

Students with less than 90% attendance will be considered for retention and a truancy intervention plan will be created by the school to provide support to the student.

### **Summer School**

All retained students will be considered for summer school placement.

### **Retention**

All retained students will receive a Personal Learning Plan, which is developed by the student's school along with the student's parent/guardian. Grade cycles include grades K-3, grades 4-6, grades 7 and 8. Students Turning 15 on or before September 1<sup>st</sup> (Age Cycle 15): If the student is 15 years old on or before September 1<sup>st</sup> and has not met 8th grade promotion criteria, other attendance placement will be considered.

### **Parent Promotion Appeal**

At the conclusion of the summer school period, parents/guardians of retained students will have ten (10) school days after receiving the promotion determination notice from the home school to submit a written request (appeal) for an additional review to the Superintendent of Teaching & Learning.

### **Final Approval**

All non-traditional promotion (i.e. accelerated placement) and retention decisions for Decatur Public School must be approved by the Assistant Superintendent of Teaching & Learning.

### **Homework**

Students may have assignments to complete outside of school. Parents shall cooperate with teachers to see that the work is done. Homework assignments may be given at any level from kindergarten through high school for a wide variety of reasons:

- **To REINFORCE what was learned in class**
- **To PRACTICE what was learned in class**
- **To FINISH what was started in class**

- To **RESEARCH** a topic chosen in class
- To **STUDY** independently a topic started in class
- To **VISIT** a library
- To **EXPLORE** new fields

**You help your child when you:**

- Check each day to see if your child has a homework assignment and if he/she understands how to do it.
- Schedule a specific and uninterrupted time for doing the homework.
- Provide a quiet place for study.
- Let your child do his/her own work.
- Reinforce what was taught at school.
- Check the work to make sure your child understands and completes assignments.
- Ask your child to tell you what he/she has been studying or has learned.
- Check to see that all borrowed school materials are returned promptly and in good condition.
- Check to see that the homework is completed on time and taken to school.

**You hinder your child when you:**

- Do his/her homework for him/her.
- Disagree with or criticize the teacher and school.
- Nag or argue about homework.
- Show little interest.

**Note:** It is the responsibility of the parent to make transportation arrangements when your child stays for after-school help from the teacher.

**Free and Appropriate Public Education**

Decatur Public Schools is a member of the Macon-Piatt Special Education District (MPSED). Decatur provides a free and appropriate public education (FAPE) to every student with a disability. Questions about the Special Education District and the programs provided shall be directed to the Assistant Director of Special Education, 335 E. Cerro Gordo, Decatur, IL 62523, or call (217) 362-3055.

<b>GRADUATION INFORMATION</b>
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No student will be allowed to participate in the graduation ceremonies, or be listed in the graduation program unless all requirements for graduation have been completed. Any student who does not complete the requirements, but who completes the course work and provides official transcripts by the last day of summer before the next school year, will be considered a member of the graduating class. A contract outlining the course to be completed must be filed with a counselor and approved by the administration. No diploma will be issued until all of the requirements are met and the necessary transcripts have been received. If there are unique circumstances involved during the senior year, such as an extended illness, the principal may consider exceptions to this policy.

**High School Graduation Requirements**

A minimum of 22 credit hours is required for graduation from Decatur Public High Schools. Students are required to successfully complete the following to meet minimum requirements for high school graduation:

A minimum of 23 credit hours is required for graduation, distributed as described below:

<b>English</b>	English I English II 2 Credits - English elective	4 credits
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<b>Mathematics</b>	1 credit – Algebra 1 1 credit – Geometry	3 credits
<b>Science</b>	1 credit - Life Science 1 credit - Physical Science	2 credits
<b>Social Studies</b>	1 credit - World History (AP World History satisfies this requirement) 1 credit - United States History  0.5 credit- Civics (Grades 11 or 12, Illinois and United States Constitution Exams) 0.5 credit - Inequality & Change OR African American History	3 credits
<b>World Languages, or Art, or Music, or Vocational Education</b>		1 credit
<b>Physical Education or Waiver</b>	0.5 credit – Health  Must be enrolled in PE for all four years and Health for one semester, unless a waiver is approved	4 credits
<b>Consumer Education</b>	Depends on the specific course: Economics – 1 semester Honors Economics – 1 Semester Consumer Ed – 1 semester Independent Living – 1 semester Introduction to Business – 2 semesters Business, Marketing and Management – 2 semesters Vocational Cooperative Education ( <i>Levels 3 and 4</i> ) – 2 semesters Cooperative Work Education – 2 semesters	0.5 or 1 credit
<b>Electives</b>	Depending on Consumer Education course (as listed above)	5 or 5.5 credits

### Service Learning Requirements

Students must complete **6 hours of service learning for each year they are a student in Decatur Public Schools**. Student may not receive compensation for service hours. Projects can be academic or community based.

### Grade Level Classification

High School students will be assigned to their cohort when entering high school as a Freshman. They will progress with their assigned cohort throughout high school. A student “on track toward graduation” as a sophomore, junior, or senior will use the following requirements listed below. Students behind in credits will be identified as “deficient credits” while still labeled with their cohort

### Sophomore Year:

#### 5.0 credits – must include:

- 1.0 credit for English
- 1.0 credit for Math

**Junior Year:****11.0 credits – must include:**

- 2.0 credits for English
- 2.0 credits for Math (1.0 credit for Algebra X/Y students)
- 1.0 credits for Science
- 1.0 credit for Social Studies

**Senior Year:****16.0 credits – must include:**

- 3.0 credits for English
- 2.0 credits for Math
- 2.0 credits for Science
- 2.0 credits Social Studies

If a student does not meet all the graduation requirements by the end of their 4th year after entering high school, they will remain a senior until they meet all requirements.

**Please Note:** The classification of students who have participated in home schooling or other alternative placements will be determined by the administration on an individual basis upon entering high school.

**Alternative Course Credit and Course Substitutions**

A student will receive high school credit for successfully completing any course given by an institution accredited by the North Central Association of Colleges and Secondary Schools. High school transfer credits from schools approved by the state and certified by the North Central Association (NCA) or its equivalent will be evaluated by the administration. The conversion formula is typically one-half Carnegie unit of credit equals 1 semester credit hour.

Credit toward graduation requirements may be earned from colleges, and from approved correspondence courses with the prior approval of the counselor and administration.

Credits earned will be counted in the grade point average according to the regular grading scale. Credits earned from schools in foreign countries will be calculated according to the regular grading scale only.

In addition, no student shall receive a certificate of graduation without passing a satisfactory examination on patriotism and principles of representative government, proper use of the flag, methods of voting, and the Pledge of Allegiance.

Students may receive college credit through a variety of credit offerings. A student who successfully completes community college courses may receive high school credit, provided the student is a junior or senior in good academic standing; the course is approved in advance by the student and guidance counselor and the high school administration; the student assumes responsibility for all fees; and the course would be transferable to a four-year college. Three (3) semester hours credit shall be considered the equivalent of one-half (0.5) of credit toward graduation.

**The building principal or designee is responsible for notifying students and their parents/guardians of the District's graduation requirements.**

**Physical Education Requirements**

1. A student must pass a semester of physical education for each semester in attendance, up to eight (8) semesters, unless the student is excused by a physician or by the school administration, or through an IEP. The physical education requirement includes one (1) semester of health education,



which is offered in the freshman year. Health Education is required even though participation in physical education may be excused.

2. Physical education is counted in the units of credit required for graduation. One-half (.5) unit of academic credit is granted for health education.
3. Administrative reasons for waiver of one (1) or more semesters of physical education are:
  - a. Students enrolled in work-study programs that do not allow time for physical education.
  - b. Participation in an alternative/technical/vocational school program which does not permit the possibility of physical education. Such students are excused only when recommended by the administrator of the program and approved by the Superintendent or designee.
  - c. Summer school courses in physical education may be taken following promotion from the 8<sup>th</sup> grade. Credit for physical education may be earned by completing summer courses, regular courses or a combination thereof.
  - d. Students in grades 11 or 12 may request exemption from physical education for the following reasons:
    - i. The student provides written evidence from an institution of higher education that a specific course not included in existing state or local minimum graduation standards is required for admission. The student may be granted an exemption from physical education if the student cannot work the course into this year's or future schedules and needs to use physical education time to schedule the specific course.
    - ii. The student lacks sufficient course credit or lacks one or more courses required by state statute or local school board policies for graduation. Students who have failed required courses, transferred into the district with deficient credits, or lack credits due to other causes may qualify.
    - iii. The student athlete may take an extra course in place of physical education during the duration of the sports season.
      - a. A student athlete is a student who is currently participating in interscholastic athletics or who, based upon previous experience, is expected to participate during the junior or senior year. Current or past experience shall be certified by the inclusion of the student athlete's name on the season-ending IHSA eligibility certificate.
    - iv. A student who is enrolled in a program through the Heartland Technical Academy.
    - v. Students in grades 9, 10, 11, or 12 may request exemption from physical education due to enrollment in marching band (*first semester only*).

### **Early Graduation**

Decatur High Schools are designed to be four-year institutions. While the overwhelming majority of students attend high school for the full four years, it is possible to graduate after seven semesters. The school is not responsible to provide courses in a specific sequence to allow a student to graduate early.

Students who intend to graduate early must complete an application with their guidance counselor by December 1<sup>st</sup> of their junior year. Upon the completion of the application, the counselor will submit a request to the principal. In order to graduate early, a student must meet all requirements for graduation by the last day of final exams in December. Seniors intending to graduate early must meet with their counselor to ensure that all requirements are met. The eighth (8<sup>th</sup>) semester of PE will be waived under those circumstances.

Students who graduate early are allowed to participate in all spring senior activities, which include prom and graduation ceremonies as well as any graduation activities. Early graduates will be invited to attend any applicable awards assemblies or honor banquets. Early graduates who qualify are eligible to receive Graduation Honors but will not be considered to speak at graduation. Students who graduate early may not participate in any extracurricular activities after final exams in December.

Transfer students must complete one full semester at Decatur High Schools to be eligible for early graduation.

### **Graduation Honor Requirements – (determined after 7 semesters)**

#### **Summa Cum Laude** (Must meet all of the following criteria)

- At least a 4.0 GPA
- Attain an SAT benchmark score of 1420 – 1600

#### **Magna Cum Laude** (Must meet all of the following criteria)

- At least a 3.50 GPA
- Attain an SAT benchmark score of 1250 – 1410

#### **Cum Laude** (Must meet all of the following criteria)

- At least a 3.00 GPA
- Attain an SAT benchmark score of 1080 – 1240

#### **Gold Delta**

- Students who have attended a Decatur Public High School for two or more semesters and have a GPA of at least 3.50 will receive the Gold Delta recognition. Early graduates are eligible.

#### **Orator**

- The Orator must have attended a Decatur Public High School for two or more semesters and have a GPA of at least a 3.50. Early graduates are NOT eligible.

### **Graduation Speakers**

- **Summa Cum Laude** – Students who qualify for Summa Cum Laude may apply to speak at graduation. A committee consisting of administrators, counselors, teachers, parents and students will select the speaker from the qualified applicants. Early graduates are NOT eligible.
- **Orator** – The Orator is the student who has been selected by the senior class to speak during the graduation ceremonies.

### **Re-Enrollment**

Re-enrollment shall be denied to any individual 19 years of age or older who has dropped out of school and who could not earn sufficient credits during the normal school year(s) to graduate before his or her 21st birthday. A person denied re-enrollment will be provided recommendations for alternatives, including adult education programs that lead to graduation or receipt of a GED. This section does not apply to students eligible for special education under the Individuals with Disabilities Act or accommodation plans under the Americans with Disabilities Education Act.

### **Student Identification**

In order to provide a safer school environment, the district has provided student identification (I.D.) cards to students at the middle and high schools. The I.D.'s allow for admittance into the schools, as well as admission at extracurricular activities. It is stressed that the I.D. be in the student's possession at all times. Refer to the school handbook for specific school procedures concerning student identification.

## **GIFTED EDUCATION**

The gifted identification process has been developed to satisfy Illinois State rules and regulations and meet the particular needs of the District 61 school community.

Gifted identification takes place towards the end of second grade. FastBridge is the Universal Screener assessment used to screen students recommended for additional gifted testing. Students scoring in the 80<sup>th</sup> percentile or above on FastBridge will be considered for additional gifted testing utilizing the CoGAT (Form 8) assessment. The CoGAT assesses verbal skills (language), quantitative (math), and nonverbal skills (spatial reasoning).

Teachers and parents may recommend that students be tested at any time during the year.

### Subjective Criteria

At the beginning of each school year, district principals and staff are notified of students identified as gifted. Included in this notification is specific data identifying areas where students are gifted.

### **Nomination/Withdrawal Procedure**

Students who do not meet the objective criteria may be nominated to the gifted list by a core academic educator or parent/guardian. One of the following must be submitted in writing to the Director of Curriculum & Instruction, along with written confirmation by at least one other district academic educator who is familiar with, but not related to, the student:

- A narrative documenting the learning characteristics of the student.
- Completion of Joseph Renzulli's Scale for Rating the Behavioral Characteristics for the student.

Nominations will be considered for the current school year up to the end of the first quarter.

As needed, a meeting involving educators and/or parents, Gifted Services staff, and (when age appropriate) the student, may be arranged to discuss the nomination or withdrawal recommendation.

### **District Identification Schedule**

Gifted Services systematically identifies students with objective measures at the following intervals:

Grade 2 – FastBridge

Grade 6- FastBridge recheck

Grade 9 – PSAT

### **Summer School**

Summer School may be offered for students from pre-kindergarten through grade twelve. Remedial, developmental, and enrichment programs are designed to meet individual student needs. Dates, times and locations of classes vary. Information regarding summer school is available in each school building in March.

### **Parent Participation**

Each school in District #61 seeks to involve parents as active partners to assist students to reach their academic goals. The Parent-Teacher Association (PTA) and formal booster clubs welcome parents to be part of their organizations. Volunteers are welcome to assist in the classrooms and with a variety of activities within the schools.

Schools with Title I programs have developed formal **School-Parent Compacts**. The Compact is intended to identify the role that students, parents, teachers, and administrators will provide in order to enhance student achievement.

### School-Parent Compact

It shall be the goal and purpose of Decatur Public Schools to provide a high-quality curriculum and instruction in a supportive learning environment that enables the children served under Title I to meet the State's student academic achievement standards. Parents can foster this purpose by carefully monitoring attendance, homework, and behavior. Parents shall stress the need to make learning a priority. Parents are encouraged to visit the school and become involved in their children's educational career; and are encouraged to be active in the educational decisions of the child and be supportive of extra-curricular participation by their children.

Students will be given the opportunity to be successful in school and life. They will attend classes taught by highly qualified staff and be given a curriculum which will help them to achieve an education which is second to none in Illinois. They will be assessed based on the Illinois Standards of Learning. Additional assistance will be provided to students who fall behind in educational

endeavors. Services include, but are not limited to, tutoring and appropriate referrals to additional programs as indicated.

Each Title I school has developed a **Parent Involvement Policy** which outlines how parents may actively participate in the education of their child(ren). The District's Parent Involvement Policy is outlined in Board Policy 6:170, "Title 1 Programs," with exhibits for both the district level and school levels. This policy and related exhibits may be accessed on the District's website, [www.dps61.org](http://www.dps61.org), by clicking on the "Our District" tab and the "District Policies" tab.

### **The Abused and Neglected Child Reporting Act**

Whenever there is cause to suspect that a child (any person under the age of 18 years) is "abused" or "neglected," the Illinois law requires school personnel to report it to the Department of Children and Family Services (DCFS).

**"Abused child"** means a child whose parent or immediate family member, or any person responsible for the child's welfare, or any individual residing in the same home as the child, or a paramour of the child's parent: a) inflicts, causes to be inflicted, or allows to be inflicted upon such child physical injury, by other than accidental means, which causes death, disfigurement, impairment of physical or emotional health, or loss or impairment of any bodily function; b) creates a substantial risk of physical injury to such child, by other than accidental means, which would be likely to cause death, disfigurement, impairment of physical or emotional health, or loss or impairment of any bodily function; c) commits or allows to be committed any sex offense against such child, as defined in the Criminal Code of 2012 or in the Wrongs to Children Act, and extending those definitions of sex offenses to include children under 18 years of age; d) commits or allows to be committed an act or acts of torture upon such child; e) inflicts excessive corporal punishment or, in the case of a person working for an agency who is prohibited from using corporal punishment, inflicts corporal punishment upon a child or adult resident with whom the person is working in his or her professional capacity; (f) commits or allows to be committed the offense of female genital mutilation, as defined in Section 12-34 of the Criminal Code of 2012, against the child; (g) causes to be sold, transferred, distributed, or given to such child under 18 years of age, a controlled substance as defined in Section 102 of the Illinois Controlled Substances Act in violation of Article IV of the Illinois Controlled Substances Act or in violation of the Methamphetamine Control and Community Protection Act, except for controlled substances that are prescribed in accordance with Article III of the Illinois Controlled Substances Act and are dispensed to such child in a manner that substantially complies with the prescription; or (h) commits or allows to be committed the offense of involuntary servitude, involuntary sexual servitude of a minor, or trafficking in persons as defined in Section 10-9 of the Criminal Code of 2012 against the child.

A child shall not be considered abused for the sole reason that the child has been relinquished in accordance with the Abandoned Newborn Infant Protection Act.

**"Neglected child"** means any child who is not receiving the proper or necessary nourishment or medically indicated treatment including food or care not provided solely on the basis of the present or anticipated mental or physical impairment as determined by a physician acting alone or in consultation with other physicians or otherwise is not receiving the proper or necessary support or medical or other remedial care recognized under State law as necessary for a child's well-being, or other care necessary for his or her well-being, including adequate food, clothing and shelter; or who is subjected to an environment which is injurious insofar as (i) the child's environment creates a likelihood of harm to the child's health, physical well-being, or welfare and (ii) the likely harm to the child is the result of a blatant disregard of parent, caretaker, or agency responsibilities; or who is abandoned by his or her parents or other person responsible for the child's welfare without a proper plan of care; or who has been provided with interim crisis intervention services under Section 3-5 of the Juvenile Court Act of 1987 and whose parent, guardian, or custodian refuses to permit the child to return home and no other living arrangement agreeable to the parent, guardian, or custodian can be made, and the parent, guardian, or custodian has not made any other appropriate living arrangement for the child; or who is a newborn

infant whose blood, urine, or meconium contains any amount of a controlled substance as defined in subsection (f) of Section 102 of the Illinois Controlled Substances Act or a metabolite thereof, with the exception of a controlled substance or metabolite thereof whose presence in the newborn infant is the result of medical treatment administered to the mother or the newborn infant. A child shall not be considered neglected for the sole reason that the child's parent or other person responsible for his or her welfare has left the child in the care of an adult relative for any period of time. A child shall not be considered neglected for the sole reason that the child has been relinquished in accordance with the Abandoned Newborn Infant Protection Act. A child shall not be considered neglected or abused for the sole reason that such child's parent or other person responsible for his or her welfare depends upon spiritual means through prayer alone for the treatment or cure of disease or remedial care as provided under Section 4 of this Act. A child shall not be considered neglected or abused solely because the child is not attending school in accordance with the requirements of Article 26 of The School Code, as amended.

In addition to the report to DCFS, District #61 personnel will report all real or suspected abuse to the Juvenile Offices of the Decatur Police Department.

### **Student Transfer from District 61**

Pupils of parents who move from District 61 after the beginning of the current school year may continue to attend school within the District on a tuition-free basis for the remainder of the school year only. Transportation, regular attendance, and punctuality for pupils who move for any of the exemptions noted are the responsibility of the parents and pupils.

### **Student Assignments and Transfers within District 61**

The Decatur Public Schools will enroll students who reside with a natural parent or legal guardian within the boundaries of the Decatur Public School District #61. Unless exempted under other provisions of this policy, the student shall attend school in the attendance center in which the parent or guardian resides. **[NOTE: Hereafter, "parent(s)" refers to natural parent(s) or legal guardian(s).]**

#### **A. High Mobility Area/Educational Stabilization Plan (ESP) for Elementary (K-6)**

Each year Decatur School District 61 shall identify an elementary high mobility area within the community. The boundaries of the mobility area shall be announced annually. Elementary students moving within the mobility area during a school year shall complete the year in their respective school of origin for that year. Decatur School District 61 will provide transportation within the mobility area for those students meeting the mile-and-a-half criterion for being transported.

1. Elementary students moving from the mobility area to outside the area, or elementary students moving from school to school outside the area, or into the area, shall be encouraged to complete the school year in their school of origin if the conditions below are followed:
  - a. Parent(s) provide transportation; and
  - b. Absenteeism and tardiness shall **not** increase beyond the student's previous record; and
  - c. The student shall be picked up promptly after school; and
  - d. An elementary student wishing to remain in the school of origin shall be permitted to do so if continued attendance will not cause District class size to be exceeded; and
  - e. If the elementary student lives more than a mile-and-a-half from the school of origin and can get to a designated bus stop, he/she may ride a school bus to-and-from the school of origin provided space is available on the bus; and
  - f. Elementary students shall begin the following school year in the school within their attendance area.

NOTE: **This exemption may be revoked if items a, b, or c are not maintained.**

#### **B. Transfers within the District**

1. If the parent(s) of a student move(s) to another school boundary after the start of the school year, the student may complete the current school year at the same school. These actions are possible provided the criteria listed below are met:
  - a. Parent(s) provide transportation; and
  - b. Absenteeism and tardiness shall **not** increase beyond the student's previous record; and
  - c. Behavioral infractions do not increase; and
  - d. The student shall be picked up promptly after school

NOTE: **This exemption may be revoked if items a, b, c or d are not maintained.**
2. Students who have attended a given school while enrolled in Decatur Public Schools for their entire high school career and whose parents/legal guardian move from the attendance area traditionally served by that school may petition to remain in that school and retain eligibility regarding residence for the twelfth (12th) grade, provided the student has completed eleventh (11th) grade, earned 16 credits, and meets the criteria listed below:
  - a. Parent(s) provide transportation; and
  - b. Absenteeism and tardiness shall **not** increase beyond the student's previous record; and
  - c. Behavioral infractions do not increase; and
  - d. The student shall be picked up promptly after school

NOTE: **This exemption may be revoked if items a, b, c or d are not maintained.**
3. The parent of any student enrolled may petition Student Services for possible transfer to another school within the district. Requests to transfer from one DPS attendance center school to another DPS school must be completed on the form, "**Student Request for School Transfer,**" and must be approved by the Director of Student Services before the transfer can occur. **Transfer Requests into a Magnet school will not be accepted.** Student Services will report the decision to the petitioning parents of the student. If the petition has been approved, the student may become a transfer student to the new school until the student completes the highest grade level provided at the new school, provided the criteria listed below are met:
  - a. Parent(s) provide transportation; and
  - b. Behavioral infractions shall not increase beyond the student's previous record; and
  - c. Absenteeism and tardiness shall **not** increase beyond the student's previous record; and
  - d. The student shall be picked up promptly after school.

NOTE: **This transfer may be revoked if items a, b, c or d are not maintained.**

**SPORTS ELIGIBILITY NOTE:** A student may LOSE EXTRACURRICULAR ELIGIBILITY upon transferring. Please refer to the IHSA/IESA guidelines for further information, which can be found at [www.ihsa.org](http://www.ihsa.org) (high school) and [www.iesa.org](http://www.iesa.org) (middle school).
4. **Appeals Committee.** Parents wishing to remain in their current school when they have been assigned a new school through the updated boundary process may petition Student Services. The request will be reviewed by the Appeals Committee and a decision made regarding the allowed school of attendance.
5. If a student's attendance center is determined by a health or psychological problem, the student will become eligible for athletics immediately if within the first ten (10) days of a semester, or within one calendar month following the date of a transfer later in the semester.
6. A student seeking admission into the Decatur Public Schools must meet all eligibility prerequisites as mandated by State law; and must also present a completed good standing form from the school from which the student is transferring. Students who are not in good standing are covered under Board Policy 7:50, and must serve the entire term of any suspension or expulsion, imposed for any reason by any public or private school, in this or any other state, before being admitted into Decatur Public Schools. Students transferring into Decatur Public Schools not in good standing shall be referred to Student Services.
7. A student with a health or psychological problem may attend another school when recommended by a physician and approved by Student Services.
8. When a student is placed in a special education program, the Individual Education Plan (IEP) may limit the type of school facility which the student can attend. Normally, the student will attend the section of the appropriate program which is closest to his/her home. Exceptions may

be made in unique situations determined by the student's IEP or in cases where there is no space available in the closest section.

### **Homeless Children**

You are considered homeless if you live in a shelter or motel, share housing because you lost your housing for economic reasons, live in a campground, car, old building or other temporary shelter, or you don't have a permanent address.

You have the right to:

- Enroll your child in school immediately, even without school or medical records.
- Get help from the district liaison with immunizations and/or medical records.
- Choose your child's old school or school closest to where you are living now.
- Get transportation to and from school for your child under certain circumstances.
- Dispute enrollment or transportation decisions.
- Participate in your child's education.

If you need help, please call Student Services at 362-3060.

### **Procedure for School Problems**

Parents and visitors to schools must first report to the school office upon entering the building for any reason. When problems arise that are child- or school-centered, parents shall make every effort to find a solution with the child's teacher. If no satisfactory solution is found, **the channel of appeal is:**

- 1) ***Building Administrator;***
- 2) ***Director of Student Services;***
- 3) ***Appropriate Assistant Superintendent;***
- 4) ***Superintendent;***
- 5) ***Board of Education.***

Every effort will be made to find fair and equitable solutions to all problems.

### **Parents Right to Know Qualifications of Educators Notification Letter**

Federal law requires districts to inform parents/guardians that they may request information about the professional qualifications of any teacher who is teaching their child. If you have any questions or need additional information, please feel free to contact Human Resources at 362-3031.

### **Resolution on Racism**

Decatur Public Schools has committed to equity and developed a Resolution on Racism. This resolution to declare racism as a Public Health Crisis as it adversely impacts our students, families, staff, and community at large. All incidents of racism or discrimination shall be reported and investigated appropriately. The "Racial Bias Report Form" can be found on the DPS website.

### **School Student Records**

The principal is the official records custodian of each school. Student records are maintained at the school of last attendance until five (5) years after the student's normal graduation from high school. At that time, temporary records are destroyed and permanent records transferred to the central office for microfilming.

The following information pertains to the rights and obligations of parents, students and the school under the Illinois School Student Records Act (ISSRA) and the rules promulgated by the Illinois State Board of Education.

1. The student permanent record consists of basic identifying information, academic transcript, attendance record, accident reports, health record, record of release of permanent record information, scores received on all State assessment tests administered at the high school level (grades 9 through 12), and may also consist of records of awards and participation in school-

sponsored activities. No other information will be placed in the student permanent record. The permanent record will be kept for 60 years after graduation or permanent withdrawal (ISSRA, Section 2(e); Section 4(e)).

2. "Student Temporary Record" means all information contained in a school student record but not contained in the student permanent record. Such information may include family background information, intelligence test scores, aptitude test scores, psychological and personality test results, teacher evaluations, and other information of clear relevance to the education of the student, all subject to regulations of the State Board. The information shall include information provided under Section 8.6 of the Abused and Neglected Child Reporting Act. In addition, the student temporary record shall include information regarding serious disciplinary infractions that resulted in expulsion, suspension, or the imposition of punishment or sanction. For purposes of this provision, serious disciplinary infractions means: infractions involving drugs, weapons, or bodily harm to another. (ISSRA, Section 4(f)).
3. Parents/legal guardians have the right to:
  - a. Inspect and copy all permanent and temporary records within a reasonable time and in no case later than ten (10) school days after the date of receipt of such request by the official records custodian. The time for response may be extended by the school district by not more than five (5) business days from the original due date for any of the following reasons: (1) the requested records are stored in whole or in part at other locations than the office having charge of the requested records; (2) the request requires the collection of a substantial number of specified records; (3) the request is couched in categorical terms and requires an extensive search for the records responsive to it; (4) the requested records have not been located in the course of routine search and additional efforts are being made to locate them; (5) the request for records cannot be complied with by the school district within the time limits prescribed by subsection (c) of this Section without unduly burdening or interfering with the operations of the school district; or (6) there is a need for consultation, which shall be conducted with all practicable speed, with another public body or school district or among 2 or more components of a public body or school district having a substantial interest in the determination or in the subject matter of the request. A student shall have the right to inspect and copy his/her school student permanent record. The school charges for copies. No parent or student shall be denied a copy of school student records due to inability to bear the cost of such copying (ISSRA, Section 5(d)).
  - b. Have present at the option of either the parent or the school, a qualified professional, who may be a psychologist, counselor, or other advisor, and who may be an employee of the school or employed by the parent, to interpret the information contained in the student temporary record.
  - c. Challenge the accuracy, relevance or propriety of any entry in the school student records, exclusive of grades, by requesting a hearing with the school.
    - (i) The request for a hearing shall be submitted in writing to the school and shall contain notice of the specific entry or entries to be challenged and the basis of the challenge.
    - (ii) An informal conference will be held within fifteen (15) school days of receipt of the request for a hearing.
    - (iii) If the challenge is not resolved by the informal conference, a formal hearing shall be initiated.
  - d. File a complaint with the US Department of Education concerning alleged failure by the District to comply with the requirements of the Family Educational Rights and Privacy Act. The address is Student Privacy Policy Office, USDOE, 400 Maryland Avenue, SW, Washington D.C. 20202-5920.
4. No school student records or information contained therein may be released, transferred, disclosed, or otherwise disseminated, except as follows:
  - a. to a parent or student or person specifically designated as a representative by a parent (ISSRA, Section 6(a)(1));
  - b. to an employee or official of the school or school district or the State Board of Education with a current demonstrable educational or administrative interest in the student, in furtherance of such interest (ISSRA, Section 6(a)(2));



- c. to the official records custodian of another school in which the student has enrolled or intends to enroll, provided that the parent receives prior written notice of the nature and substance of the information to be transferred and opportunity to inspect, copy, and challenge such information. If the address of the parents is unknown, notice may be served upon the records custodian of the requesting school for transmittal to the parents. Such services shall be deemed conclusive and ten (10) school days after such service, if the parents make no objection, the records may be transferred to the requesting school (ISSRA, Section 6(a)(3); Rules, Section 375.70(a));
  - d. to any person for the purpose of research, statistical reporting, or planning, provided that such research, statistical reporting, or planning is permissible under and undertaken in accordance with the federal Family Educational Rights and Privacy Act;
  - e. pursuant to a court order, provided that the parent shall be given prompt written notice upon receipt of such order of the terms of the order, the nature, and substance of the information proposed to be released in compliance with such order, and an opportunity to inspect, copy, and challenge the contents of the school student records (ISSRA, Section 6(a)(5); Rules, Section 375.70(c)(3));
  - f. to any person as specifically required by state or federal law, provided that such person shall provide the school with appropriate identification and a copy of the statute authorizing such access and the parent receives prior written notice of the nature and substance of the information to be released and an opportunity to inspect, copy, and challenge such information. If the release of information relates to more than 25 students, such prior notice may be given in a local newspaper of general circulation or other publication directed generally to parents (ISSRA, Section 6(a)(6); Rules Section 375.70(b));
  - g. to juvenile authorities when necessary for the discharge of their official duties who request information prior to adjudication of the student and who certify in writing that the information will not be disclosed to any other party except as provided under law or order of court. For purposes of this Section "juvenile authorities" means: (i) a judge of the circuit court and members of the staff of the court designated by the judge; (ii) parties to the proceedings under the Juvenile Court Act of 1987 and their attorneys; (iii) probation officers and court-appointed advocates for the juvenile authorized by the judge hearing the case; (iv) any individual, public or private agency having custody of the child pursuant to court order; (v) any individual, public or private agency providing education, medical or mental health service to the child when the requested information is needed to determine the appropriate service or treatment for the minor; (vi) any potential placement provider when such release is authorized by the court for the limited purpose of determining the appropriateness of the potential placement; (vii) law enforcement officers and prosecutors; (viii) adult and juvenile prisoner review boards; (ix) authorized military personnel; (x) individuals authorized by court. (ISSRA, Section 6.5)
  - h. subject to regulations of the Illinois State Board of Education in connection with an emergency to appropriate persons if the knowledge of such information is necessary to protect the health or safety of the student or other persons, provided that the parents are notified as soon as possible of the information released, the date of release, the person, agency or organization receiving the information, and the purpose of the release (ISSRA, Section 6(a)(7); Rules, Section 375.60);
  - i. to any person with the prior specific, dated and written consent of the parent designating the person to whom the records may be released and the designated records or designated portions of the information to be released.
5. In accordance with the Family Educational Rights and Privacy Act (FERPA), directory information may be disclosed without prior notice or consent unless the parent/guardian or eligible student notifies the Records Custodian or other official in writing, before October 1 of the current school year, that he/she does not want any or all of the directory information disclosed. Directory information includes the student's name, address, gender, telephone listing, date and place of birth, grade level, major field of study, participation on officially recognized activities and sports, weight and height of members of athletic teams, date of attendance, degrees and awards received, parents' names, mailing addresses, electronic mail addresses and telephone numbers, and the

most previous educational agency or institution attended. Additionally, FERPA requires that parents be notified that the school routinely discloses names, addresses, and telephone numbers to military recruiters upon request, subject to a parent’s request not to disclose such information without written consent.

### Sex Equity

No student shall, based on sex, sexual orientation, or gender identity, be denied equal access to programs, activities, services, or benefits or be limited in the exercise of any right, privilege, advantage, or denied equal access to educational and extracurricular programs and activities. Any student may file a sex equity complaint by using the *Uniform Grievance Procedure* provided in Board Policy 2:260. A student may appeal the School Board's resolution of the complaint to the Regional Superintendent of Schools (pursuant to 105 ILCS 5/3-10 of The School Code) and, thereafter, to the State Superintendent of Education (pursuant to 105 ILCS 5/2-3.8 of the School code). Board Policy 2:260 may be accessed on the District’s website, [www.dps61.org](http://www.dps61.org) by clicking on the “Our District” tab and the “District Policies” tab.

### Sexual Harassment Policy

Sexual harassment of students is prohibited. Any student who engages in sexual harassment (whenever he/she makes unwelcome sexual advances, requests sexual favors, and engages in other verbal or physical conduct of a sexual or sex-based nature, imposed on the basis of sex) will be disciplined.

Examples of sexual harassment include unwelcome touching, crude jokes or pictures, discussions of sexual experiences, teasing related to sexual characteristics, and spreading rumors related to a person's alleged sexual activities.

Students who believe they are victims of sexual harassment or have witnessed sexual harassment may file a complaint with the Title IX Coordinator, Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, a Complaint Manager, a counselor or any employee with whom the student is comfortable speaking. Students may choose to report to a person of the students’ same sex. Complaints will be kept confidential to the extent possible given the need to investigate. Students who make good faith complaints will not be disciplined.

Title	Title IX/ Human Resources Director	
Address	101 W. Cerro Gordo, Decatur, IL 62523	
Phone	217-362-3031	
Title	Assistant Superintendent	Assistant Superintendent
Address	101 W. Cerro Gordo, Decatur, IL 62523	101 W. Cerro Gordo, Decatur, IL 62523
Phone	217-362-3016	217-362-3014

The Superintendent or designee shall use reasonable measures to inform staff members and students of this policy by including:

1. For students, age-appropriate information about the contents of this policy in the District’s student handbook(s), on the District’s website, and, if applicable, in any other areas where policies, rules, and standards of conduct are otherwise posted in each school.
2. For staff members, this policy in the appropriate employee handbook(s), if applicable, and/or in any other areas where policies, rule, and standards of conduct are otherwise made available to staff.

Any District employee who is determined, after an investigation, to have engaged in sexual harassment will be subject to disciplinary action up to and including discharge. Any student of the District who is

determined, after an investigation, to have engaged in sexual harassment will be subject to disciplinary action, including but not limited to, suspension and expulsion consistent with the discipline policy. Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action.

Adopted: March 25, 2015; Revised: September 22, 2020

### **Care of Students With Diabetes**

The Illinois legislature enacted the *Care of Students with Diabetes Act* ("Act") effective December 1, 2010 (105 ILCS 145/1 et. Seq). The Act **requires a parent or guardian** to submit a Diabetes Care Plan to the school for any student who seeks assistance with diabetes care in the school setting or who has been managing his or her diabetes care in the school setting.

Under the Act, specific information must be provided in the Diabetes Care Plan such as physician instructions for the student's diabetes management and designation of appropriate school staff who will provide and supervise services for the student. Therefore, parents and guardians are encouraged to collaborate with the student's physician and school personnel in the creation of the plan.

**The Diabetes Care Plan must be submitted to the school at the beginning of each school year**, upon enrollment, as soon as practical following a student's diagnosis, or when a student's care needs change during the school year. **It is the parent or guardian's responsibility** to inform the school in a timely manner of any changes to the Diabetes Care Plan recommended by the student's physician.

In addition to the Diabetes Care Plan, **parents must also complete forms provided by the school district regarding authorization for the administration of medication** and authorization for designated district representatives to communicate directly with the student's physician regarding the necessary management of the student's diabetes. **Failure to do so may result in a welfare safety call to the Department of Children and Family Services (DCFS).**

To assist the school district in safely transporting the student, the Act also requires that an information sheet be provided to any school employee who transports a student for school-sponsored activities. The information sheet identifies potential emergencies that may occur as a result of the student's diabetes and the appropriate responses to such emergencies. Parents must assist the district in the completion of the transportation information sheet by providing the information and authorizations necessary to complete the form.

To begin the process of completing the Diabetes Care Plan and other required documents, the parent or guardian must contact the student's building principal.

### **Life-Threatening Food Allergy Management Program**

The District has implemented a policy for managing students with life-threatening food allergies (Board Policy 7:285). If your student has a life-threatening food allergy, you must inform the building principal and submit the necessary health information and medication authorization forms to the school. A meeting will then be scheduled to review the health information submitted by the student's physician, assess the student's allergy management needs and develop an individual health care plan and emergency action plan for the student. An individual health care plan indicates the steps the school will take to accommodate the individual needs of the student with a life-threatening food allergy in school and at school-related activities. The accommodations provided in an individual health care plan will depend on the age of the student, the allergens involved and the facilities at the school. An emergency action plan indicates the specific treatment steps school personnel will take if a student has a life-threatening allergic reaction while at school or at a school-related activity.

### **Asthma**

Public Act 099-0843 requires schools to request an Asthma Action Plan (AAP) from parents of students with asthma.

## Medications at School

Only in exceptional cases, where failure to take a prescribed medication could jeopardize the student's health and/or education, may medication be taken in school. Taking of medication is limited to students with long-term chronic illness or disability. **Antibiotics and over-the-counter drugs (e.g., Tylenol, cough medications, and cough drops) will not be taken at school.** Homeopathic products derived from minerals, botanical substances, animal parts, microorganisms, and other sources will not be taken at school. **The nurse may decline to administer a medication that does not meet guidelines, that might be given outside of school hours, or that might jeopardize student safety.**

Authorization for the administration of both prescription and non-prescription drugs at school shall be provided on Student Health Form 24A (acquired from schools or physicians) and shall consist of written order obtained from the student's licensed prescriber and written request by the parent or guardian that medication be given during school hours. **All medication authorizations must be renewed annually by the beginning of each school year.**

During enrollment, parents or guardians shall receive "Student Health Guidelines" which further explain all health requirements and policies.

## Protection of Pupil Rights Act

Parents have the right to inspect all instructional materials, including teacher's manuals, films, tapes, or other supplementary material, which will be used in connection with any survey, analysis, or evaluation of their child (such instructional materials do not include academic tests or assessments).

Parents shall have the right to inspect a survey created by a third party before it is administered and distributed to their student. Said surveys may be obtained by contacting the appropriate school office and/or teacher. Parents shall have the right to be informed of the arrangements made to protect student privacy with regard to surveys requesting particular personal information.

Parents shall have the right to inspect any instructional material used as part of their child's educational curriculum by contacting the appropriate teacher to establish a mutually convenient time for viewing. **Instructional material does not include academic tests or academic assessments.**

Parents shall have the right to notification of any physical examinations or screenings which the district may administer to the student.

Parents shall have the right to inspect any collection instrument used for the purpose of marketing or selling of personal information. Parents may opt-out of this process by filing with the appropriate school office a non-disclosure request form by September 1<sup>st</sup> of each school year.

Parents shall have the right to refuse consent for their child to submit to and/or to request protections of student privacy for any survey that reveals the following information:

- a. Political affiliations or beliefs of the student or the student's parent;
- b. Mental or psychological problems of the student or the student's family;
- c. Sex behavior or attitudes;
- d. Illegal, anti-social, self-incriminating, or demeaning behavior;
- e. Critical appraisals of other individuals with whom respondents have close family relationships;
- f. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
- g. Religious practices, affiliations, or beliefs of the student or the student's parent; or
- h. Income (other than that required by Illinois law to determine eligibility for participation in a program or for receiving financial assistance).

Any parent interested in further information concerning the exercise of these rights shall contact the Superintendent.

### **Rights Under the School Visitation Rights Act**

Parents of students attending Illinois Schools who work for employers who employ at least 50 or more individuals in Illinois have certain rights under the School Visitation Rights Act (820 ILCS 147/1). Employed parents who have worked for an employer for at least six consecutive months, who work at least half-time, and who are unable to meet with educators because of a work conflict must be given leave of up to 8 hours during the school year to attend school conferences or classroom activities related to the employee's child if the conference or classroom activities cannot be scheduled during non-work hours. However, no more than 4 hours of this time can be taken on any given day and leave under this Act may not be taken unless the employee has exhausted all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the employee, except sick leave and disability leave. Before arranging attendance at the conference or activity, the employee shall provide the employer with a written request for leave at least 7 days in advance of the time the employee is required to utilize the visitation right. In emergency situations, no more than 24 hours' notice shall be required. The employee must consult with the employer to schedule the leave so as not to disrupt unduly the operations of the employer. The District will provide documentation for parents' use confirming the date and time of each school visitation upon a parent's request for such documentation. For regularly scheduled, non-emergency visitations, the District will make time available for visitation during both regular school hours and evening hours, when it is practicable and the District is readily able to do so.

### **Teen Dating Violence Policy**

As required by state law, the Board of Education of Decatur Public Schools has adopted a Board Policy which prohibits teen dating violence; incorporates age-appropriate education about teen dating violence in grades 7 through 12; and establishes procedures for the manner in which school employees are to respond to incidents of teen dating violence that take place at the school, on school grounds, as a school-sponsored activity or in vehicles used for school-provided transportation. Teen dating violence means a pattern of behavior in which a person uses or threatens to use physical, mental or emotional abuse to control another person who is in a dating relationship with the person where one or both persons are 13 to 19 years of age, or behavior by which a person uses or threatens to use sexual violence against another person who is in a dating relationship with the person where one or both of the persons are 13 to 19 years of age. A copy of the Board Policy can be obtained by contacting the building principal or Superintendent or on the District's website ([www.dps61.org](http://www.dps61.org)).

### **Notification Regarding Student Accounts or Profiles on Social Networking Websites**

*Notification (105 ILCS 75/15)*

Decatur Public Schools shall not request or require a student to provide the password or other account-related information in order to gain access to an account or social media profile. In the event of an investigation, students will be required to cooperate, and information regarding activity on an account or social media profile will be required to be shared in order to make a factual determination.

### **Parent Sex Offender and Violent Offender Notification**

State law requires the District notify parents/guardians that information about sex offenders and violent offenders against youth is available to the public. The Department of State Police maintains a statewide Sex Offender Database for the purpose of identifying sex offenders. Parents/guardians can access the Statewide Sex Offender database by going to the following website: <https://www.isp.illinois.gov/Sor>. There is a users' agreement to accept and this will take you to this website: <https://www.isp.illinois.gov/Sor/Disclaimer>. Individual names can be searched by county or town. You may find the Illinois Statewide Murderer and Violent Offender Against Youth Registry on the Illinois State Police's website at <https://www.isp.illinois.gov/MVOAY>.

**Parents Right to Opt-out of Health Education Activities**

No pupil shall be required to take part or participate in any classroom activity which involves Reproductive Health, Diseases, or Sexual Abuse Prevention. Parents can pick up the Opt-out Form from the school office.

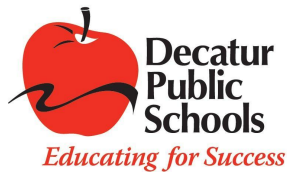
**Extracurricular and Co-Curricular Activities**

The Superintendent shall approve all District-sponsored extracurricular and co-curricular activities using the following criteria:

1. The activity will contribute to the leadership abilities, social well-being, self-realization, good citizenship, or general growth of members.
2. Membership is limited to students currently enrolled in the District.
3. Fees are reasonable and do not exceed the actual cost of operation.
4. Student body desires are considered.
5. The activity will be supervised by a school-approved sponsor.

Selection of members or participants is at the discretion of the sponsors or coaches. The student must meet the academic criteria set forth in the Board policy 6:190, *Extracurricular and Co-Curricular Activities*. Student and his/her parent(s)/guardian must provide written consent to random drug and alcohol testing as outlined in Board policy 7:300.

Students in grades 9-12 must satisfy the Illinois High School Association Scholastic standing requirements as well as each standard required by the attending Decatur Public Schools high school. Check with your attending high school for weekly passing work requirements. Any student participant failing to meet these academic criteria shall be suspended from the activity until the specified academic criteria are met.



## **DISTRICT 61 AND STUDENT CODE OF CONDUCT**

In order for District 61 to achieve its goal of educating Decatur's children, the school community has to establish expectations and standards of conduct for its members. All of the community's members play significant roles in the successful operation of our schools. Students, their parents, teachers, and school administrators bear responsibilities and possess rights. The following Rights and Responsibilities suggest everyone's proper role in the process.

### **RIGHTS AND RESPONSIBILITIES**

#### **Rights of Students**

- To attend school unless removed from school pursuant to District 61's Student Disciplinary Policy.
- To attend school in a safe and orderly environment.
- To enjoy the full benefit of their educational efforts without disruption from or towards other students.
- To have reasonable access to school personnel.
- To be informed of school rules and regulations.
- To be respected and treated courteously by staff members and administration.

#### **Responsibilities of Students**

- To attend school and classes regularly, on time, and to leave the school campus immediately at the end of the school day unless supervised by school personnel.
- To be prepared for class with the appropriate materials and work.
- To know and obey school rules and regulations.
- To respect the rights of school personnel, fellow students, and the public in general going to, coming from and during school.
- To achieve to the best of his/her ability.
- To be accountable for all actions.
- To report any knowledge of infractions to the student code of conduct book to the proper authority.

Note: Participation in and/or attendance at activities are a privilege and not a right. It is the student's responsibility to maintain eligibility by maintaining appropriate academic and behavioral standards.

## **Rights of Parents/Guardians**

- To have their children educated in a safe and orderly environment.
- To have school personnel work cooperatively and in a timely fashion with parents.
- To be informed of district policies, regulations and school rules.
- To review their child's record with appropriate assistance and supervision from staff.
- To visit school and to participate in conferences with teachers, counselors or administrators regarding the academic and behavioral status of their children.
- To be respected and treated courteously by staff members and administration.

## **Responsibilities of Parents/Guardians**

- To set a positive example for their children by treating staff members with respect.
- To visit school and to participate in conferences with teachers, counselors or administrators regarding the academic and behavioral status of their children.
- To ensure that their children are fed and clothed to the best of their ability.
- To teach positive behavior to their children.
- To take on and accept the primary responsibility for rearing their children.
- To cooperate with the school in bringing about improvements designed to enhance the educational climate for all students.
- To provide the school with accurate information regarding the legal residence, guardianship, telephone number, medical data, and other facts which may help the school to ensure the safety and welfare of their children.
- To become familiar with district policies, school rules, and regulations, and to support reasonable disciplinary measures as applied by school personnel.
- To provide their children with a quiet study area and encourage their academic endeavors.
- To ensure that their children attend school on a regular basis and arrive at school on time prepared to work.
- To encourage their child to report known infractions to the student code of conduct book to the proper authority.
- Call and report known school infractions to the student code of conduct book to the proper authority.



## **Rights of Staff Members**

- To expect and receive the attention, effort, and participation of students.
- To have parental and administrative support when enforcing rules designed to provide an appropriate learning climate.
- To provide a learning atmosphere where interruptions are held to an absolute minimum.
- To be respected and treated courteously by parents and students.

## **Responsibilities of Staff Members**

- To set a positive example for their students by treating parents and students with respect.
- To consider the personal worth of each individual student as a single, unique, important human being.
- To express consistently high expectations for the achievement and behavior of all students.
- To equip each learner with the knowledge, skills, attitudes, and values required for successful living.
- To hold students accountable for their actions.
- To ensure that all students are treated equitably.
- To recognize different ideas, opinions, and expressions objectively and deal with them in a balanced, unbiased manner.
- To inform parents and students with timely or periodic reports, including all pertinent information related to the student's school experience.
- To continuously review their own performance and strive for professional growth.
- To initiate and enforce individual classroom and school rules consistently.
- Follow proper procedures in terms of infractions and consequences as outlined in the student code of conduct book.

## **Rights of Administrators**

- To initiate building rules, regulations, and procedures as needed to establish and maintain a safe and orderly environment in which appropriate learning and teaching conditions prevail.
- To expect that all school employees recognize and fulfill their role to provide and ensure an appropriate learning environment.

## **Responsibilities of Administrators**

- To set a positive example for their students by treating parents and students with respect.
- To provide leadership that will establish, encourage, and promote effective teaching and optimal learning.
- To establish, publicize, and enforce school rules that facilitate learning and promote good citizenship attitudes and habits.
- To hold students accountable for their conduct and to take prompt and appropriate action.
- To request assistance from the faculty, as well as the district's support personnel, community agencies, and resources when appropriate.
- To be sensitive to the concerns expressed by students, staff, parents and community.
- To act in the best interests of the students, staff and school.
- To establish procedures to address discipline problems.
- To provide in-service to staff in areas of discipline.
- To assist students in meeting the challenge of positive social behavior.
- To enforce the student code of conduct book with fidelity and consistency.

## STANDARDS OF CONDUCT

### General Conduct

It is necessary for any community to establish rules of conduct for its members if it is to achieve its goals. The school community is no exception. The school environment includes not only the school/district grounds, but also includes attendance and participation in all extracurricular activities and other school-related functions scheduled on or off the school campus, or while riding the school bus. Therefore, certain rules of behavior have been established for students. Students have the following responsibilities, and failure to carry out these responsibilities may result in disciplinary action:

1. It is the responsibility of each student to conduct himself/herself in the classroom in such a manner that does not interfere with his/her own learning or the learning of others in the class.
2. It is the responsibility of each student to attend class on time and to be prepared to participate.
3. It is the responsibility of each student to help keep the building clean; not to litter, mark on or deface school property and community areas.
4. It is the responsibility of each student to respect all staff and other students, and to be honest, polite and friendly. Directions are to be complied with regardless of whether a student is in the classroom, in the halls, in the cafeteria, at extracurricular activities, or at any other location on the school grounds. The perception that "he/she is not my teacher, so why should I listen to him/her" is to be avoided.
5. Students are not permitted to smoke in the building or on the school grounds or at school activities.
6. It is the responsibility of each student to keep doorways, hallways, restrooms and stairs clear at all times.
7. It is the responsibility of each student to leave the area in the event a disruption involving students occurs. The student's mere presence as an onlooker tends to lend support and encouragement to those students causing the disruption.
8. Verbal or physical harassment, bullying, and/or intimidation will not be tolerated while at school. Any student who experiences such a situation shall report the incident to the principal or his/her designee as soon as possible. No student shall try to settle the problem himself/herself by allowing the situation to escalate into a physical confrontation.
9. It is the responsibility of each student to assist in promoting a safe and secure environment. This includes reporting anything out of the ordinary or questionable to the nearest staff member and to practice good safety habits such as not propping open doors, not letting in visitors to the school, and letting a staff member know if they are witness to a potential crime, weapon or violation.
10. During fire or disaster drills it is the responsibility of each student to move quickly and quietly to the assigned safety areas. Appropriate instructions given by school personnel are to be obeyed. The health and safety of many people depends upon cooperation from students.
11. It is the responsibility of students to observe the same appropriate standards of conduct at extracurricular activities (home or away) as they do at school. Violence, disruptive behavior, involvement with drugs or alcohol at extracurricular activities or on fan buses will result in serious disciplinary action. Such action may include suspension and/or expulsion from school, suspension from attendance and/or participation at future extracurricular activities, and/or police action. Parents may be required to pick up their student at an out-of-town function.
12. Students shall not engage in Sexual Misconduct which includes, but is not limited to, sexual advances, request for sexual favors, and exhibit sexually motivated physical/verbal conduct or communications of any sexual nature. See Sexual Misconduct on page 54.
13. All students are entitled to have the opportunity to obtain maximum benefit from their educational experience. Thus, it is necessary to have rules and regulations that provide an educational climate in which learning can best take place. Students who show disrespect for the rights of others and disregard regulations may be subject to disciplinary action, which could include suspension or expulsion. In addition, they may be subject to removal from extracurricular activities and/or positions of leadership (i.e., Student Council, officer of Student Council or class).

## **Bus Conduct**

According to School Board Policy, certain misbehavior and misconduct will be grounds for suspension from riding the school buses. It will be the responsibility of the parent/guardian to provide transportation to and from school if this occurs. Behaviors include:

1. Prohibited student conduct as defined in the Student Code of Conduct Policy.
2. Willful injury or threat of injury to a bus driver or to another rider.
3. Willful and/or repeated defacement of the bus.
4. Repeated use of profanity.
5. Repeated willful disobedience of the bus driver's or other supervisor's directives.
6. Such other behavior as the administration deems to threaten the safe operation of the bus and/or its occupants. (*Please see the guidelines provided by the building incorporated in the student bus schedules.*)

Video/audio cameras may be used on school buses as necessary in order to monitor conduct and maintain a safe environment for students and employees.

Students suspended from the school bus who do not have alternate transportation to school shall have the opportunity to complete make up work for equivalent academic credit. It is the responsibility of the parent/guardian to notify the school that the student does not have alternate transportation.

## **Student Dress Code (K-12<sup>th</sup> Grade)**

Students' dress and grooming must not disrupt the educational process, interfere with the maintenance of a positive teaching/learning climate, or compromise reasonable standards of health, safety, and decency. Principals shall have the authority to determine proper attire for the school. An administrator may require that a student change into appropriate clothing. Continued failure to comply with the student dress code may result in disciplinary action.

## **Student Uniform Policy (High School)**

The Board of Education has adopted a School Uniform Policy currently applicable only to high school students. All high school students are expected to wear an adopted school uniform that is consistent with the District Uniform Policy. A parent or guardian of a student may request for the student to be exempted from the uniform requirement on religious grounds. In order to exercise this option, the parent or guardian must present to the Superintendent a signed, written statement of objection detailing the grounds of objection.

High school students failing to comply with the School Uniform Policy will be provided with appropriate "loaned clothing" from the school's uniform bank. If no such "loaned clothing" is available, the student will call home or be sent home to secure a change of clothes to comply with the Uniform Policy. The "loaned clothing" shall be returned no later than the end of the next school day. Non-compliance with the School Uniform Policy may result in disciplinary action.

## **Decatur Public Schools**

### **High School Uniform Expectations**

5. Approved Colors:
  - a. EHS – black, grey, white, yellow
  - b. MHS – blue, black, grey, white
6. Approved Tops:
  - c. Solid, school-colored polo shirts, sweatshirts, cardigans, sweaters, vests, jackets, and school athletic/letterman jackets, hoodies (plain school colors or spirit wear hoodies). Hoods of hoodies should remain down during the school day.

- d. School-issued polo shirts
  - e. Spirit wear t-shirts of all colors can be worn in place of a polo
7. Approved Bottoms:
- f. Solid khaki or black pants, including cargo worn at the waist
  - g. Solid khaki or black knee-length skirts or shorts worn at the waist
  - h. Solid leggings/tights allowed in school colors under knee-length skirts only
8. Spirit Day Guidelines:
- i. Building principals will work with student leaders (SYAC/Student Council) to identify dates and appropriate apparel for Spirit Days
  - j. Students may pay \$1 to wear jeans on Spirit Days to support the cause or activity
9. Items Not Allowed:
- k. Yoga pants, house shoes, hats, scarves, doo-rags, bandannas and sweatbands on forehead
  - l. Logos that are the predominant feature of clothing
  - m. Clothing that interferes with the learning of other students
  - n. Clothing that contains profanity or references to alcohol or illegal substances

*\*\* School uniforms should give students a sense of belonging to their high school and create an identity for the school. Please continue supporting our efforts to help our young people become responsible, caring, and productive citizens in our community.*

## THE DISCIPLINARY POLICY

### SECTION I

ADMINISTRATIVE PROCEDURES
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The Board of Education believes that its primary goal is to prepare students to be productive, contributing members of the society through education. The Board encourages the most effective use of educational strategies and techniques to achieve this goal. It is within this spirit that the Code of Conduct was created to address students' behavior in and around the school as well as during school-related functions. The Code outlines specific behaviors that are both disruptive to the educational process and/or illegal and subject to disciplinary action.

The Board recognizes that conduct is learned, and acceptable conduct, like its academic counterpart, can be taught. While disruptive conduct will not be tolerated, the Board encourages the use of educational interventions to correct the unacceptable behavior. The corrective actions taken will also be guided by preventative and educational objectives. Finally, the Board is committed to creating an environment that is safe for students and staff, and promotes learning.

The Decatur Public School District 61 considers habitual, disruptive behavior unacceptable. In most cases, a system of progressive discipline (violations and consequences) will be followed. **Should severe or repeated misbehavior occur, the building administrator reserves the right to administer appropriate discipline in alignment with the range of administrative consequences/interventions.**

#### **Hard & Soft Lockdown-**

The lockdown of a school is not a form of student discipline. Lockdowns are used when there is danger in or near the school and students and staff need to be protected from danger. A lockdown involves

securing doors and windows in an attempt to keep intruders from gaining access to staff and students. In the event of a preventative or SOFT LOCKDOWN, exterior doors are secured and no one is allowed in or out of the building; however, the routine of the school is maintained (or may be restricted) consistent with an external threat (such as a robbery at a nearby facility, suspicious activity in an area, gas leak at a nearby facility, etc). In the event of a full or HARD LOCKDOWN, there is a total cessation of school activity, no teaching, students seek shelter, classrooms are locked or doors closed, silence is maintained in the building, no one is allowed in or out of the building. Hard lockdowns are normally reserved for serious security situations.

### **Alternative Education Program**

As a means of progressive intervention and assisting students who may require a more structured environment, the Decatur Public School District provides a voluntary Alternative Instruction and Social Intervention Services which is housed at the William Harris Learning Academy for grades K-12 and the Tech Academy with Milligan Academy for grades 6-12, and Futures for high school. Students will be eligible for recommendation after the schools have exhausted available and appropriate interventions at the building level. All recommendations are reviewed by the Alternative Education transition committee to determine approval and length of time, as well as assist in establishing interventions upon transition. The mission of these services is to implement quality instructional practices in a small class environment. Interventions are geared towards social development so students may achieve academic and behavioral success. Students in this program will have the opportunity to return to their respective learning environment upon completion of their Plan of Success.

Students eligible for this program whose parent(s)/guardian(s) do not consent to placement in the program are subject to all disciplinary procedures contained in Parts A-D below.

### **Part A**

<b>GENERAL PROCEDURES</b>
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1. Students committing acts of gross disobedience/misconduct as defined herein may be disciplined in any manner provided in this policy, including detention, being assigned to intervention support in the CARE/Transition Room, suspension out of school, suspension from the school bus, or expulsion.
  - When a student is suspended from school, it is that student's responsibility to keep up with class assignments. Upon request, teachers will provide and will evaluate make-up work resulting from suspension, although in some cases (science experiments, for instance) alternate assignments may be provided.
  - Students suspended from school will be allowed to make up missed work for full credit. Request for missed work shall be made within 48 hours of a student's return from suspension. Student will be allowed up to 1 day for every day the student is suspended from school.
  - Students who are suspended have the opportunity to attend the Suspension Room at William Harris Learning Academy. The Suspension Room is an extension of the educational opportunity at the home school, to continue receiving and completing work. Each classroom is supervised by a Certified teacher, and communication is made with the home school to receive work while at the suspension room.
2. Teachers may remove disruptive students from the classroom by sending them to the office. Teachers may also detain students after school when parents are notified. The building administrator will develop a procedure for handling disruptive students when he or she is away from the building. This procedure shall be made known to the staff.
3. Before removing any student from the school or the school bus during the school day, the building administrator will make reasonable efforts to notify the parent or guardian. He or she will make

reasonable efforts to ensure the safety of the student. The student may be retained until the end of the day unless parents, guardians or emergency contacts can be reached.

4. Teachers, other certificated educational employees, and other persons providing a related service for or with respect to a student, may use reasonable force as needed to maintain safety for students, staff, or other persons, or for the purpose of self-defense or defense of property. Teachers may temporarily remove students from a classroom for disruptive behavior.
5. The employee has the right to use such force as given by statute or court cases decided thereunder to protect himself/herself, another employee or student from physical assault or injury. Employees shall have Board assistance in any assault or battery cases which occur while the employee is performing his/her assigned duties. The Board assistance shall consist of utilization of corrective procedures. Upon written notification, the Superintendent or his/her designee, shall report all incidents of battery committed against employees to the local law enforcement authorities immediately after the occurrence of the attack. (pg. 41 of DEA contract: Article XII G).

## Part B

### **EXPULSION HEARINGS AND BOARD SUSPENSION REVIEW HEARINGS**

The Superintendent or designee shall implement expulsion procedures that provide, at a minimum, for the following:

1. Before a student may be expelled, the student and his or her parent(s)/guardian(s) shall be provided a written request to appear at a hearing to determine whether the student shall be expelled. The request shall be sent by registered or certified mail, return receipt requested. The request shall include:
  - a) The time, date, and place for the hearing.
  - b) What will happen during the hearing.
  - c) The specific act of gross disobedience or misconduct resulting in the decision to recommend expulsion.
  - d) A statement that the School Code allows the School Board to expel a student for a definite period of time not to exceed 2 calendar years, as determined on a case-by-case basis.
2. Unless the student and parent(s)/guardian(s) indicate that they do not want a hearing, the hearing will proceed. It shall be conducted by the School Board or a hearing officer appointed by it. If a hearing officer is appointed, he or she shall report to the Board the evidence presented at the hearing and the Board shall take such final action as it finds appropriate. Whenever there is evidence that mental illness may be the cause for the recommended expulsion, the Superintendent or designee shall invite a representative from the Department of Human Services to consult with the Board.
3. During the expulsion hearing, the Board or hearing officer shall hear evidence concerning whether the student is guilty of the gross disobedience or misconduct as charged. School officials must provide: (1) testimony of any other interventions attempted and exhausted or of their determination that no other appropriate and available interventions were available for the student, and (2) evidence of the threat or disruption posed by the student. The student and his or her parent(s)/guardian(s) may be represented by counsel, offer evidence, present witnesses, cross-examine witnesses who testified, and otherwise present reasons why the student shall not be expelled. After presentation of the evidence or receipt of the hearing officer's report, the Board shall decide the issue of guilt and take such action as it finds appropriate.
4. If the Board acts to expel the student, its written expulsion decision shall:

- a) Detail the specific reasons why removing the student from his or her learning environment is in the best interest of the school.
  - b) Provide a rationale for the specific duration for the recommended expulsion.
  - c) Document how school officials determined that all behavioral and disciplinary interventions have been exhausted by specifying which interventions were attempted or whether school officials determined that no other appropriate and available interventions existed for the student.
  - d) Document how the student's continuing presence in school would (1) pose a threat to the safety of other students, staff, or members of the school community, or (2) substantially disrupt, impede, or interfere with the operation of the school.
5. Upon expulsion, the District may refer the student to appropriate and available support services.

## **Part C**

### **SUSPENSION PROCEDURES AND NOTIFICATION**

#### **CARE Room**

The Superintendent or designee is authorized to maintain a CARE ROOM. The program shall include, at a minimum, each of the following:

1. Before assigning a student to the CARE, students will understand the nature of the interventions being assigned per the infraction presented.
2. Students are supervised by licensed school personnel.
3. Students are given the opportunity to complete classroom work in the CARE Room for equivalent academic credit.

#### **Transition Room**

The Superintendent or designee is authorized to maintain a Transition Room. The program shall include, at a minimum, each of the following:

1. Before assigning a student to the Transition Room, students will understand the nature of the interventions and consequences being assigned per the infraction presented.
2. Students are supervised by licensed school personnel.
3. Students are given the opportunity to complete classroom work in the Transition Room for equivalent academic credit.

#### **Out-of-School Suspension**

The Superintendent or designee shall implement suspension procedures that provide, at a minimum, for each of the following:

1. A conference during which the charges will be explained and the student will be given an opportunity to respond to the charges before he or she may be suspended.
2. A pre-suspension conference is not required, and the student can be immediately suspended when the student's presence poses a continuing danger to persons or property or an ongoing threat of disruption to the educational process. In such cases, the notice and conference shall follow as soon as practicable.
3. An attempted phone call to the student's parent(s)/guardian(s).
4. Written notice of suspension to the parent(s)/guardian(s) and the student, which shall include:
  - a) Provide notice to the parent(s)/guardian(s) of their child's right to a review of the suspension;



- b) Include information about an opportunity to make up work missed during the suspension for equivalent academic credit;
- c) Detail the specific act of gross disobedience or misconduct resulting in the decision to suspend;
- d) Provide a rationale or an explanation of how the chosen number of suspension days will address the threat or disruption posed by the student or his or her act of gross disobedience or misconduct; and
- e) Depending upon the length of the out-of-school suspension, include the following applicable information:
  - i. For a suspension of 3 school days or less, an explanation that the student's continuing presence in school would either pose:
    - a) A threat to school safety, or
    - b) A disruption to other students' learning opportunities.
  - ii. For a suspension of 4 or more school days, an explanation:
    - a) That other appropriate and available behavioral and disciplinary interventions have been exhausted;
    - b) As to whether school officials attempted other interventions or determined that no other interventions were available for the student; and
    - c) That the student's continuing presence in school would either:
      - i) Pose a threat to the safety of other students, staff, or members of the school community, or
      - ii) Substantially disrupt, impede, or interfere with the operation of the school.
- 5. A summary of the notice, including the reason for the suspension and the suspension length, must be given to the Board by the Superintendent or designee.
- 6. Upon request of the parent(s)/guardian(s), a review of the suspension shall be conducted by the Board or a hearing officer appointed by the Board. At the review, the student's parent(s)/guardian(s) may appear and discuss the suspension with the Board or its hearing officer and may be represented by counsel. Whenever there is evidence that mental illness may be the cause for suspension, the Superintendent or designee shall invite a representative from the Department of Human Services to consult with the Board. After presentation of the evidence or receipt of the hearing officer's report, the Board shall take such action as it finds appropriate. If the suspension is upheld, the Board's written suspension decision shall specifically detail items (c) and (d) in number 4, above.

## Part D

### SPECIAL EDUCATION GENERAL PROCEDURES AND DISCIPLINARY ACTIONS

- The District shall comply with the provisions of the Individuals With Disabilities Education Act ("IDEA") when disciplining students.
- No special education student will be expelled if the student's particular act of gross disobedience/misconduct is a manifestation of his disability. Any special education student whose gross disobedience/misconduct is not a manifestation of his/her disability may be expelled pursuant to Expulsion Procedures, except that such disabled student shall receive educational services as provided in the IDEA.
- A special education student may be suspended for an aggregate of ten (10) days of school per school year, regardless of whether the student's gross disobedience/ misconduct is a manifestation of his/her disabling condition, except that such student shall receive educational services in accordance with the IDEA.
- A special education student who has carried a weapon to school or to a school function; who knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance

while at school or a school function; or who has inflicted serious bodily injury upon another person while at school or at a school function may be removed from his/her current placement and placed in an appropriate interim alternative educational setting for no more than 45 days in accordance with the IDEA.

### **Special Education Suspension Procedures**

1. All suspension notices and suspension review procedures set forth under Suspension Procedures must be followed in suspending a special education student. In addition, a special education student who is suspended from school shall receive educational services in accordance with the IDEA.
2. The parents/guardians shall be informed in writing that they may request a case study evaluation or an expedited due process hearing pursuant to the Special Education Rules and Regulations and the procedural safeguards of the IDEA.
3. No later than ten (10) school days after the decision to suspend the student for an aggregate of 10 or more days, the District shall convene a meeting to review the relationship between the student's disability and the behavior subject to the disciplinary action, in accordance with the provisions described in Paragraphs 2 – 4 below. In addition to reviewing whether the conduct is a manifestation of the student's disability, the team shall also review and, if appropriate, modify the student's behavior management plan. If there is no behavior management plan in place, the District shall develop an assessment plan to address the behavior.

### **Special Education Expulsion Procedures**

1. Prior to making a recommendation to expel a special education student, the authorized administrator will convene a Manifestation Determination Review (MDR) to determine whether the student's act of gross disobedience/misconduct is a manifestation of his disability.
2. At the Manifestation Determination Review, the MDR team shall include the members of the student's IEP team and other qualified personnel, including, but not limited to, the authorized administrator familiar with the act of misconduct.
3. In carrying out the Manifestation Determination Review, the team shall consider, in terms of the behavior subject to the disciplinary action, all relevant information, including:
  - (a) Evaluation and diagnostic results, including relevant information supplied by the parents;
  - (b) Observations of the student; and
  - (c) The student's IEP and placement.
4. The team shall make the following determinations regarding whether the student's conduct was a manifestation of his/her disability:
  - Was the misconduct caused by, or did it have a direct and substantial relationship to, the student's disability? OR
  - Was the misconduct the direct result of the LEA's failure to implement the IEP?
5. If, at the manifestation review conference, it is determined that the behavior of the student was a manifestation of his/her disability, the authorized administrator will not recommend expulsion. The authorized administrator may request an IEP team review of the appropriateness of the educational placement of the student in accordance with the Special Education Rules and Regulations. During the period necessary to propose a new placement, the student will remain in his then-current placement unless:
  - The student has not previously been suspended for a period exceeding ten (10) school days during the same school year, in which case the student may be suspended for a maximum of ten (10) school days less such previous suspension(s);
  - Parents and school district agree on an interim placement via an IEP meeting; or
  - The school district obtains an order from a court of competent jurisdiction or a State of Illinois hearing officer changing the then-current placement or providing for other appropriate relief.
6. If, at the manifestation review conference, it is determined that the behavior of the student was not a manifestation of his disability, the authorized administrator may recommend expulsion to the Board. The expulsion notice to the parents/guardians sent pursuant to Expulsion Notification under

Expulsion Hearings and Board Suspension Review Hearings, will also include three (3) additional statements that:

(a) The parents are entitled to all rights provided under the IDEA and those set forth in the Special Education Rules and Regulations, as available to the parents from the School District. A copy of parents' rights shall be included with the notice of the expulsion hearing.

(b) In addition to issues regularly determined at an expulsion hearing, the authorized administrator must present evidence that the manifestation review team met and concluded that the student's misconduct was not a manifestation of his disability, which shall be duly noted by the Board of Education.

(c) The administration shall ensure that relevant special education and disciplinary records of the student are transmitted for consideration by the Board of Education.

7. If a special education student is expelled from school in accordance with the procedures set forth above, the District shall convene an IEP meeting to develop an educational program to deliver educational services to the student during such period of expulsion.

### **Special Education Disciplinary Actions**

The following caveats apply to the items in the list: (1) Disciplinary actions must have no adverse effect on IEP goals and objectives; and (2) disciplinary actions must not be applied in a discriminatory manner.

Written Reprimand	Permissible.
Written Warning	Permissible.
Study Carrels	Permissible.
Restriction of Privileges(Social Probation)	Permissible.
Detention (lunch, recess, after school)	Permissible.
In-School Suspension	Permissible if supervised by certified special education teacher and/or if student's IEP is carried out.
Aversive Therapy/Devices	PROHIBITED.
Bus Suspension	Permissible. Counts as part of 10-day aggregate days of suspension if the child is unable to attend school because of the bus suspension.
Exclusion from Extracurricular Activities	Permissible as long as participation is not central to achievement of IEP goal.
Emergency Suspensions	Permissible for up to an aggregate of ten (10) consecutive school days if the procedures described in Section E are followed.
Suspension	Permissible for no more than ten aggregate school days per year if the procedures described in Part E are followed.
Alternative School Placement	Permissible as long as change of placement is made through regular IEP process.

Expulsion

Permissible if act of disobedience/misconduct is not a manifestation of the student's disability and if educational services are provided to the student.

## Part E

### SEARCHES OF STUDENTS AND STUDENT LOCKERS/SEIZURE OF PROPERTY

To maintain order and security in the schools, school authorities are authorized to conduct searches of school property and equipment. School authorities are authorized to conduct searches of students and their personal effects when there is a reasonable ground for suspecting that the search will produce evidence the particular student has violated or is violating either the law or the District's student conduct rules. "School Authorities" includes school liaison police officer. See the complete policy in Section III, Part D, of this document.

## Part F

### PROCEDURES FOR HANDLING MISCONDUCT ON BUS

1. A bus driver shall work with children to minimize misconduct on the bus.
2. If a student misbehaves on a bus, the driver may issue a Bus Misconduct Referral. A copy of the referral shall be given to the student, the school and the bus company. A representative of the bus company must report serious misbehavior to the principal or designee on the same day or in the morning of the next school day. Upon receiving a misconduct referral, the principal or designee shall make the determination of the action to be taken and shall notify the bus company and parents/guardian. (Parents/guardians shall be notified in writing. They shall be expected to sign the letter and return it promptly to the principal or designee.) Conduct resulting in a bus suspension of 1-10 days shall be determined at the discretion of the principal or designee. Conduct resulting in a bus suspension of greater than 10 days shall be determined at the discretion of the Board.
3. If the student's conduct is severe, the principal or designee may use any of the steps outlined under Section II, Part B, *Range of Administrative Consequences/Interventions*, in disciplining the student. The bus company and parents shall be notified of action taken.
4. Special education students who are removed from the bus and do not attend school because of the bus suspension will have these days counted as part of the ten (10) day limit.

The district is not responsible for the conduct of students at the city bus stop. This responsibility lies with the parents.

## SECTION II

### GENERAL CONSEQUENCES

#### Part A

### EXPECTATIONS

Students representing their school or attending a school-sponsored activity at a location other than their own school shall conform to the same standards of conduct expected in the school. Infractions are subject to the appropriate Range of Administrative Consequences/Interventions (Part B). Police or juvenile authorities and the Superintendent of Schools shall be notified of illegal infractions.

Teachers at every level must be on the alert for behavioral problems which indicate a need for help. Early detection and consistent work with the student and parents/guardians enhances the probability for successful adjustment. Range of Administrative Consequences/Interventions (Part B) shall be implemented which assist in teaching the acceptable behavior when at all possible.

Any of the procedures described in Range of Administrative Consequences/Interventions (Part B) may be utilized to try to prevent minor problems from becoming major problems (except as limited by the student conduct regulations—see Part B, *Range of Administrative Consequences/Interventions*).

- Each teacher is expected to maintain a classroom climate favorable to learning and to handle most behavioral problems through teacher-student interaction. Teachers are to establish a Classroom Interventions to be approved by the appropriate administrator and implemented prior to making an office referral, unless the behavior is of such serious nature that immediate office referral is warranted.
- If the above procedures are not producing the desired results, the teacher shall confer with the principal, counselor, social worker, dean, or assistant principal. The participants shall implement whatever plans they devise for corrections.
- If deemed advisable, a parent/guardian-teacher-student conference may be held.
- Any modification of the school day must have an agreement from the school principal and parent or guardian before proceeding to the final required step which is final approval from the Assistant Superintendent of Teaching and Learning.

If a student persists in unacceptable behavior, the student shall be sent to the principal or assistant principal at the secondary level and the principal or the acting principal at the elementary level.

Administrators may use any of the following appropriate Range of Administrative Consequences/Interventions (Part B) outlined in this code of conduct, depending upon the seriousness of the behavioral problem. See Part C, *Definitions for Consequences*, for distinction.

#### Part B

### RANGE OF ADMINISTRATIVE CONSEQUENCES/INTERVENTIONS

The following range of consequences/interventions may be used to address student misbehavior. This list does not display a required sequence of disciplinary actions. These consequences/interventions may be utilized in any order at the discretion of the administrator, except where Board approval is required.

<ul style="list-style-type: none"><li>• CARE Room</li><li>• Transition Room</li><li>• Detention (before/after school or lunch)</li><li>• Expulsion (Board approval required)</li></ul>	<ul style="list-style-type: none"><li>• Parent Conference</li><li>• Referral to an Alternative Education Program</li><li>• Restitution</li><li>• Social Probation</li></ul>
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<ul style="list-style-type: none"> <li>● Out-of-School Suspension</li> <li>● Parent Contact</li> </ul>	<ul style="list-style-type: none"> <li>● Restorative Circles/Peace Circles</li> <li>● Warning</li> </ul>
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Parent notification shall occur for all consequences/interventions excluding warnings, CARE and Transition room and lunch detentions and shall be made by: writing, email, text, phone, and/or in person. Support Services may occur at all levels in the *Range of Administrative Consequences/Interventions*.

## **DEFINITIONS OF CONSEQUENCES/INTERVENTIONS (placed in alphabetical order)**

### CARE Room

CARE Room serves a multifunctional purpose to support the needs of the student. This room will serve as an opportunity for students to self-regulate, participate in behavioral modification strategies, self-reflection, coping skills, and other restorative practices. In addition to support strategies, students will be given the opportunity to complete academic assignments for equivalent credit.

### Detention

Time assigned the student by a staff member or administrator to be served outside of the academic portion of the school day.

### Expulsion

Board of Education approved exclusion of a student for a period of time greater than ten (10) attendance days but not to exceed two (2) calendar years. Expelled students are not allowed on District #61 property or allowed to attend any activity sanctioned by the Decatur Schools until their term of expulsion has been completed, except for the limited purpose of attending an alternative school on district property.

### Out-of-School Suspension

A temporary exclusion of a student from school (including all activities sanctioned by Decatur Schools), from all school district property, from riding the school bus or from a class or classes for a period of time not to exceed ten (10) attendance days unless approved by the Board of Education. A student may be suspended from riding the school bus in excess of ten (10) attendance days for safety reasons. It is the responsibility of the parent to transport the student to and from school if the student is suspended from the bus. (Refer to Part E, *Special Education Suspension Procedures*, for special education students.) Students who are temporarily suspended have the opportunity to attend the Suspension Room at William Harris Alternative Learning Academy. The Suspension Room is an opportunity to continue to receive and complete work while suspended. The Suspension Room is supervised by a Certified Teacher, and collaboration and communication with the home-school happens to receive assignments for students.

### Parent Contact

Parents/Guardians are notified of the discipline concern by phone, mail, and/or in person.

### Parent Conference

A formal scheduled meeting with parents/guardians to discuss a student's behavior.

### Referral to an Alternative Education Program

Referral to an alternative education program, which students attend in place of their regular attendance center. If more than 10 days, parents/guardians will need to agree to the length of stay in writing.

### Restitution

Students may be required to perform simple work consistent with the nature of the offense committed to remedy the damage which they or others have caused to property or grounds—for example: removal of gum from under desks and seats, repair of damaged property, removal of gang identifiers painted on buildings, repair of grounds damaged by vehicles, etc. Restitution can be assessed based on equivalent replacement or compensation for loss, damage, or injury caused.

#### Social Probation

Exclusion from participation in and/or attendance at an extracurricular school-sanctioned activity.

#### Transition Room

Transition Room supports the extended needs of students at the Secondary level. This room is used for students needing additional academic support, credit recovery, extended care, and for students transitioning to and from alternative education. This room's purpose is to prevent the lapse of academic progress while providing unique educational opportunities.

#### Warning

Students are told that repeated offense(s) will result in more severe disciplinary action.

### **Part C**

## **INTERVENTIONS AND RESOURCES**

### **Continuum of Support Services**

Services may be recommended and/or provided to students and/or families by varying levels of district employees, including building level intervention team members and Student Services employees. These services may include, but are not limited to, counseling, monitoring, and follow-ups by district staff. The creation of a positive school culture requires students, families, teachers, and administrators to work together to uphold and respect each other's rights and responsibilities.

### **Mental Health Counselors**

Per the Illinois Mental Health and Developmental Disabilities Code (405 ILCS 5/3-550, minors between the ages of 12-17 are allowed to receive up to eight (8) 90-minute sessions of counseling before the worker makes a service decision. Parent/guardian permission is required for more than the eight (8) sessions.

### **Multi-Tiered System of Support**

Schools have been working to develop their continuum of available and appropriate support services. These services are accessible to all students, and the frequency (as well as duration) of interventions increase based on the needs of students. A Multi-Tiered System of Support provides three tiers of intervention, and a problem-solving process for students both academically and behaviorally. The tiers provide a layering approach to intervening with additional targeted skill-building for students.

Tier 1- provides intervention and prevention supports for all students.

Tier 2- provides intervention for students who have received all Tier 1 supports and are identified based on accumulated data points as needing additional support.

Tier 3- provides intervention for students who have received all Tier 1 and Tier 2 supports and are identified based on accumulated data points as needing more intensive supports.

Within the Multi-Tiered System of Support, schools use evidence-based approaches and practices for students needing additional supports.

Positive Behavior Interventions and Supports (PBIS) is a proactive systems approach that helps schools use effective interventions accurately and successfully.

Behavior Intervention Support Team (BIST) is a behavior management plan that partners adults with students to help them manage and regulate disruptive or hurtful behavior over time.

Restorative Practices is a philosophy that seeks to establish norms of behavior and recognize any and all harm done to relationships and individuals, with the goal of making things right. Restorative Practices' three main goals are Accountability, Community Safety, and Competency Development.

## Part D

### DISCIPLINE VIOLATIONS AND RANGES OF CONSEQUENCES

All parents/guardians and students shall be aware that some of the acts listed below, as well as violations of the Safe School Zone, can also bring criminal prosecution and penalties as well as school disciplinary action, even if methods such as Restorative Practices are used. The school, the police or state's attorney, parents/guardians and/or students can bring legal action. The District will notify the police department of any act involving illegal drugs, weapons, and/or battery of district employees. Violation of the District drug policy occurs when a student or students are involved in using, being under the influence, possessing, distributing, purchasing, or selling illegal drugs or controlled substances on school district property or at any school event or activity. ***Infractions are reported electronically (known as referrals) by staff to administration.*** The asterisk (\*) indicates violations that may be reported to the police.

#### INFRACTIONS FOR LEVEL ONE

##### **Defiance**

Defiance occurs when a student or students fail to follow reasonable directions of school personnel.

##### **Disruptive Behavior/Horseplay**

Disruptive Behavior/Horseplay occurs when a student engages in a brief behavior that disrupts the education of others. Examples: tapping their pencil on the desk, singing, making jokes.

##### **Dress Code Violation**

Dress Code Violation occurs when a student is determined by a staff member to be out of compliance with the dress code or uniform policy and refuses to become compliant.

##### **Failure to Serve Detention**

Failure to Serve Detention occurs when a student knowingly fails to serve a detention as prescribed by principal or his/her designee.

##### **Tardy (Repeated Unexcused)**

The Decatur Public Schools do not penalize students who come late to school occasionally for reasons recognized by the State of Illinois as valid causes for missing school. Please refer to pages 9-10 regarding the district tardy policy. Students who arrive tardy to class during the school day disrupt the lesson and hinder learning. Students are considered tardy to class when they arrive to class after the tardy bell (start of class) without a valid pass from the building administrator or designee. If the tardiness becomes habitual, administrators or designee will meet with parents/guardians to determine the cause and develop a plan of assistance. Tardies to class will start over each quarter.



### LEVEL ONE CONSEQUENCES

ELEMENTARY	SECONDARY
First Offense and Subsequent Offenses <ul style="list-style-type: none"> <li>• Parent/Guardian Contact through 3 days in CARE or Transition Room</li> </ul>	First Offense and Subsequent Offenses <ul style="list-style-type: none"> <li>• Parent/Guardian Contact through 3 days in CARE or Transition Room</li> </ul>

#### Possible Interventions for Level One

- Circles Class meetings
- CARE Room
- Transition Room
- Utilization of buddy classrooms
- Time-outs
- Classroom Triage
- Restorative conversations
- Building-Wide Expectation matrices
- Universal Expectations

### INFRACTIONS FOR LEVEL TWO

#### **Electronic Devices**

Electronic Devices violation occurs when a student makes/receives incoming calls and/or text messaging for personal use during instructional time, or uses an electronic device to take a video of students or staff during the school day or school-sanctioned events without permission. An example of unauthorized video recording is taking a video of staff or students during class or recording fights between students; this includes, but is not limited to: electronic signaling devices, cell phones, pagers, laptops, computers, hand-held devices of any kind, or a cellular radio telecommunication.

#### **Gambling**

Gambling occurs when a student is on school grounds, at a school function, or on school transportation and engages in an activity where money, cards, dice, or mutual items of interest are being used as a reward.

#### **Gross Defiance**

Gross Defiance occurs when a student or students persistently refuse to follow staff directions and/or challenge the staff authority and school rules.

#### **Gross Disruptive Behavior/Horseplay**

Gross Disruptive Behavior/Horseplay occurs when a student or students are involved in rough play or behavior that could cause injury, and/or make statements (hoax) that result in the disruption of class, and continue after a staff member has repeatedly redirected those actions. Examples: running and throwing objects, flipping desk, and wrestling.

#### **Profanity/Obscenity**

Profanity/Obscenity occurs when a student or students use profane and/or obscene language or gestures and/or are in possession of magazines/literature with an overt sexual content.

### **Skiping**

Skiping occurs when a student has been caught not attending a class or does not have a valid excuse or pass for not being in class.

### **Technology/Network Violation**

Technology/Network Violation occurs when a student is involved with the district's computer system in a way that is prohibited as described in the Internet and Technology Use Policy. Examples of this include, but are not limited to: inappropriate videos, all social media platforms (i.e. Facebook, Instagram, Snapchat, Tik Tok, etc.), email, music sites, pictures, etc. as outlined on pages 55-59. Some violations can be considered a major offense and will most likely result in a suspension from school or greater.

### **\*Theft Under \$20**

The taking or using of public or private property that does not belong to the perpetrator without permission or authorization is prohibited. Restitution will be a part of the punishment whenever possible. Student(s) involved in theft can be arrested based on the Illinois Criminal Code.

Theft (Minor) occurs when a student is involved with the taking or using of public or private property of nominal value without permission or authorization. (Examples include, but are not limited to: pencils, paper, school supplies, cash not exceeding \$20.00, food or drink items, etc.)

### **\*Tobacco/Possession Paraphernalia**

Possession of tobacco or tobacco-related products including, but not limited to, cigarette lighter, cigarette paper, and electronic cigarettes is prohibited in Decatur Public Schools. The term "possession" includes having control, custody, or care of an object or substance, regardless of whether or not the item is on the student's person, or contained in another item belonging to, or under the control of, the student, such as in the student's backpack, automobile, locker, desk, or other property. Police or juvenile authorities may be contacted.

### **Verbal Confrontation (No Physical Contact)**

Verbal Confrontation (No Physical Contact) occurs when a student uses violent or derogatory language towards any student or staff member. When a staff member identifies him/herself and tells the student to stop, the student shall do so immediately.

## **LEVEL TWO CONSEQUENCES**

<b>ELEMENTARY</b>	<b>SECONDARY</b>
First Offenses <ul style="list-style-type: none"><li>• Parent/Guardian Contact through 3 days care/transition room</li></ul> Subsequent Offenses <ul style="list-style-type: none"><li>• 1 to 5 days out of school suspension</li></ul>	First Offenses <ul style="list-style-type: none"><li>• Parent/Guardian Contact through 3 days transition room</li></ul> Subsequent Offenses <ul style="list-style-type: none"><li>• 1 to 5 days out of school suspension</li></ul>

### Possible Interventions for Level Two

- Circles Class meetings
- CARE Room for self-regulation
- Transition Room
- Classroom Triage
- Restorative Conversations
- Academic and/or Behavioral Planning Meetings
- Performing in School Community Service
- Ripple Effects
- Check-in/Check-out or Check and Connect
- Social Skills group
- Mentoring
- Referral to Problem Solving Team including a member from the Department of Student Services

# Know the Rules



## INFRACTIONS FOR LEVEL THREE

### Harassment/Bullying

Decatur Public Schools will not tolerate harassment, intimidating conduct, bullying, or cyber-bullying that interferes with a student's educational performance, or creates a hostile educational environment. [\*Harassment or bullying based on gender, race, religion or sexual orientation are defined below.]

Bullying, intimidation, hazing and harassment are prohibited while in school, on school property, on school buses or other school vehicles, at designated school bus stops waiting for the school bus, or at school-sponsored or school-sanctioned events or activities; or during any school-sponsored education program or activity; or through the transmission of information from a school computer, a school computer network, or other similar electronic school equipment, or through the transmission of information from a computer that is accessed at a non-school-related location, activity, function or program, or from the use of technology or an electronic device that is not owned, leased, or used by the school district or school, if the bullying causes a substantial disruption to the educational or orderly operation of the school.

### Definitions of Bullying

Bullying means any intentional written, verbal, non-verbal, or physical behavior or action against another student, including (but not limited to) any threatening, insulting or dehumanizing gesture including cyber-bullying via social media and other internet outlets. The behavior(s) occur repetitively towards others and has or can be reasonably predicted to:

- (1) Exhibit an imbalance of power against another student;
- (2) Place the student or students in reasonable fear of harm to the student's person or property;
- (3) Cause a substantially detrimental effect on the student's physical or mental health;
- (4) Substantially interfere with the student's academic performance; and/or
- (5) Substantially interfere with the student's ability to participate in or benefit from the services, activities, or privileges provided by a school.

### Types of Bullying

There are three types of bullying:

- Verbal bullying is saying or writing mean things. Verbal bullying includes:
  - Teasing
  - Name-calling
  - Inappropriate sexual comments
  - Taunting
  - Threatening to cause harm
- Social bullying, sometimes referred to as relational bullying, involves hurting someone's reputation or relationships. Social bullying includes:
  - Excluding/leaving out someone on purpose
  - Telling other children not to be friends with someone
  - Spreading rumors about someone
  - Embarrassing someone in public
- Physical bullying involves hurting a person's body or possessions. Physical bullying includes:
  - Hitting/kicking/pinching
  - Spitting
  - Tripping/pushing
  - Taking or breaking someone's things
  - Making mean or rude hand gestures

### Harassment or Bullying Based on Disability

Harassment based on disability occurs when a student(s) performs unwanted actions against another person or group based on their mental or physical disability, perceived mental or physical disability, or medical condition. Examples include, but are not limited to, making threats and/or demands, name-calling, cruel comments, taunts, hand or body gestures, written documentation, harassment, intimidation, stalking, physical violence, destruction of property, retaliation for asserting or alleging an act of bullying, or attempting to make someone feel fearful in the educational environment.

#### **Harassment or Bullying Based on Gender**

Harassment or bullying based on gender occurs when a student(s) commits an act of non-sexual intimidation or abusive behavior toward a person or group based on the person's actual or perceived sex, including harassment based on gender identity, gender expression, and non-conformity with gender stereotypes. Examples: making threats and/or sex-based demands, cruel comments, taunts, hand or body gestures, public humiliation, communication, or attempting to make someone feel fearful in the educational environment.

#### **Harassment or Bullying Based on Race, Color, or National Origin**

Harassment based on race, color, or national origin occurs when a student(s) performs an act of bullying or harassment (as defined above) against another person or group based on their race, color of their skin, facial features, texture of their hair, or national origin. Examples: making threats and/or demands, racial or ethnic slurs, cruel comments based on race or ethnicity, taunts, hand or body gestures, written comments or communications, or attempting to make someone feel fearful in the educational environment.

#### **Harassment or Bullying Based on Religion**

Harassment based on religion occurs when a student(s) performs an act of bullying or harassment (as defined above) against another person or group based on their religious beliefs or perceived religious beliefs. Examples: making threats and/or demands, religious slurs, cruel comments, taunts, hand or body gestures, written communication, or attempting to make someone feel fearful in the educational environment.

#### **Harassment or Bullying Based on Sexual Orientation**

Harassment based on sexual orientation LGBTQIA+ occurs when a student(s) performs an act of bullying or harassment (as defined above) against another person or group based on their sexual orientation, or perceived gender or sexual orientation, or for failing to conform to stereotypical notions of masculinity or femininity. Examples: making threats and/or demands; cruel comments such as calling someone "fag," "queer," "homo," or "dyke"; taunts; hand or body gestures; written documentation; or attempting to make someone feel fearful in the educational environment.

- There is a form available for parents to fill out if they feel their child is the victim of bullying. This form can be found on the DPS 61 website homepage. Click on Bullying Prevention to find the link and print the form.

#### **\*Theft (Over \$20)**

The taking or using of public or private property that does not belong to the perpetrator without permission or authorization is prohibited. Restitution will be a part of the punishment whenever possible. Student(s) involved in theft can be arrested based on the Illinois Criminal Code. Theft over \$20 occurs when a student is involved with the taking or using of public or private property of DPS, staff or students more than nominal value without permission or authorization. Police or juvenile authorities may be contacted.

#### **Trespassing/Loitering**

Trespassing/Loitering occurs when a student is suspected of being on school property without authorization and refuses to show proper identification or leave when directed to do so by any staff member. **The police may be notified and student may be subject to arrest.**

**\*Vandalism**

Vandalism occurs when a student is involved with destruction of, or causes damage to, public or private property. Restitution will be part of the discipline. The parents/guardians and student will be billed by the business office for the cost of damages. Students may also be required to perform work to repair damage caused to property or grounds. Police or juvenile authorities may be contacted.

**LEVEL THREE CONSEQUENCES**

<b>ELEMENTARY</b>	<b>SECONDARY</b>
First Offense <ul style="list-style-type: none"> <li>• Warning through 10 days OSS</li> </ul> Subsequent Offences <ul style="list-style-type: none"> <li>• 5 Days OSS through a referral to Alternative Education placement</li> <li>• Restitution (if applicable)</li> </ul>	First Offense <ul style="list-style-type: none"> <li>• Warning through 10 days OSS</li> </ul> Subsequent Offences <ul style="list-style-type: none"> <li>• 5 Days OSS through a referral to Alternative Education placement</li> <li>• Restitution (if applicable)</li> </ul>

**Possible Interventions for Level Three**

- Circles Class meetings
- Classroom Triage
- Restorative conversations
- Peer Mediation
- Referral to Problem-Solving Team
- Academic and/or Behavioral Planning meetings
- Ripple Effects
- Referral to Department of Student Services
- Referral to Outside Agency support services
- FBA/BIP
- Restorative Conferences
- Referral to Alternative Education ~~for short-term stay~~
- Targeted Check-in/Check-out or Check and Connect
- Social Skills group
- Mentoring

## INFRACTIONS FOR LEVEL FOUR

### **\*Alcohol Influence/Possession**

Possession of alcoholic beverages or any substance containing alcohol is prohibited. A student who is on school property or at a school activity and is under the influence of alcohol will be treated as though he has alcohol in his possession. The term "possession" includes having control, custody, or care of an object or substance, regardless of whether or not the item is on the student's person, or contained in another item belonging to, or under the control of, the student, such as in the student's backpack, automobile, locker, desk, or other property. Students who are under the influence of any prohibited substance are not permitted to attend school or school functions or to be on school property, and will be treated as though they had the prohibited substance, as applicable, in their possession. Police or juvenile authorities may be contacted.

### **\*Arson**

Arson occurs when a student participates or is involved in deliberately setting fire to property. Police or juvenile authorities may be contacted.

### **\*Bomb Threat**

Bomb Threat occurs when a student is involved with making threats to blow up the school, or any portion of the school, or other district property whether it is intentional or a hoax. Police or juvenile authorities will be contacted. This may result in criminal penalties for any student who makes a bomb threat involving school or on school grounds.

### **\*Extortion**

The attempts to obtain the money or the possessions of another person by the use of threats or force. Police or juvenile authorities may be contacted.

### **\*False Alarms**

False Alarms violation occurs when a student is involved with, but is not limited to, intentionally pulling the fire alarm when there is no fire or threat of a fire, or making calls to 911 or police to report false information (hoax) that results in the disruption of school or school activities. Police or juvenile authorities may be contacted. This may result in criminal penalties for any student who makes a threat or false report involving school or on school grounds.

### **\*Forced Sexual Misconduct (Criminal Sexual Assault)**

Forced Sexual Misconduct (Criminal Sexual Assault) includes an act of sexual penetration through the use of force or threat of force, or when the person commits the act knowing that the victim is unable to understand the nature of the act, or is unable to give knowing consent; or the perpetrator is 17 years of age or over and holds a position of trust, authority or supervision in relation to the victim. Police or juvenile authorities will be contacted.

### **\*Gang-Like Activities**

Gang-Like Activities occur when any person(s) whose purpose includes the commission of any act that violates any school rule or violates any local, state or federal law, are on school grounds, on a school bus or at any school or school-related activity, and engage in any activity including, but not limited to, the following:

1. Wearing, using, possessing, drawing, distributing, displaying or selling any clothing, jewelry, emblem, badge, symbol, sign, or any other thing(s) that are evidence of membership or affiliation in any gang;
2. Committing any act or omission or using any speech, either verbal, non-verbal or symbolic (such as gestures or handshakes) showing membership or affiliation in a gang; and

3. Using any speech or committing any act in furtherance of the interests of any gang or gang activity, including but not limited to: (a) inciting violence or acting in a violent manner where students, faculty, staff or others are placed in danger or placed in a position where danger may be anticipated; (b) acting in a manner or causing others to act in a manner where property is or may be damaged or defaced; (c) intimidating a person to perform or omit to perform an act as defined by Section 12-6 of the Illinois Criminal Code; (d) soliciting others for membership in any gang; (e) requesting any person to pay protection money; (f) extorting money, gambling and/or engaging in prostitution; and (g) engaging in an act that violates any school policy or local, state or federal law. Police or juvenile authorities may be contacted.

**\*Illegal Drugs/Controlled Substances (Under the Influence, Possession, Sale or Distribution)**

Illegal Drugs/Controlled Substances occurs when a student or students are involved in using, being under the influence, possessing, distributing, purchasing, or selling the following on school district property or at any school event or activity:

- a. Any illegal drug, controlled substance, or cannabis (including marijuana and hashish).
- b. Any substance that contains chemicals which produce effects similar to illegal substances, including, but not limited to, cathinones/bath salts, and synthetic cannabinoids/Spice and K2.
- c. Any anabolic steroid unless being administered in accordance with a physician's prescription.
- d. Any performance-enhancing substance on the Illinois High School Association's most current banned substance list, unless administered in accordance with a physician's prescription.
- e. Any prescription drug when not prescribed for the student by a licensed physician or when used in a manner inconsistent with the prescription or prescribing physician's instructions. Students who are not authorized to have prescription medications at school under the District's Medication at School guidelines may not be in possession of prescription medication on school property.
- f. Any inhalant, regardless of whether it contains an illegal drug or controlled substance: (a) that a student believes is, or represents to be capable of, causing intoxication, hallucination, excitement, or dulling of the brain or nervous system; or (b) about which the student engaged in behavior that would lead a reasonable person to believe that the student intended the inhalant to cause intoxication, hallucination, excitement, or dulling of the brain or nervous system. The prohibition in this section does not apply to a student's use of asthma or other legally prescribed inhalant medications.
- g. "Look-alike" or counterfeit drugs, including a substance not containing an illegal drug or controlled substance, but one: (a) that a student believes to be, or represents to be, an illegal drug or controlled substance; or (b) about which a student engaged in behavior that would lead a reasonable person to believe that the student expressly or impliedly represented to be an illegal drug or controlled substance.
- h. Drug paraphernalia, including all equipment, products and materials of any kind which are intended to be used unlawfully to: (a) ingest, inhale, inject, or otherwise introduce into the human body, cannabis, illegal drugs, controlled substances, synthetic cannabinoids, or look-alikes thereof, into the body; or (b) process, prepare, test, package, store, or conceal cannabis, illegal drugs, controlled substances, synthetic cannabinoids or look-alikes thereof.

The term "possession" includes having control, custody, or care of an object or substance, regardless of whether or not the item is on the student's person, or contained in another item belonging to, or under the control of, the student, such as in the student's backpack, automobile, locker, desk, or other property. Students who are under the influence of any prohibited substance are not permitted to attend school or school functions or to be on school property, and will be treated as though they had the prohibited substance, as applicable, in their possession. Police or juvenile authorities may be contacted. In cases involving marijuana, narcotic drugs or methamphetamines, police will be contacted.

**\*Physical Attack/Fight With a Firearm or Explosive Device Against Staff**



Physical Attack/Fight With a Firearm or Explosive Device Against Staff occurs when a student **intentionally or unintentionally** causes or attempts to make physical contact with any staff with or while in the possession of any firearm or explosive device. When a staff member identifies himself/herself and directs the student to stop, the student shall do so immediately. Students who instigate, record, or take pictures, will receive discipline not to exceed 3 days out-of-school suspension for disruptive behavior. Police or juvenile authorities will be contacted. A firearm or explosive device refers to any weapon that is designed to expel a projectile by the action of an explosive. This includes guns, bombs, grenades, rockets, pipe bombs or similar devices designed to explode and capable of causing bodily harm or property damage.

**\*Physical Attack/Fight With a Firearm or Explosive Device Against a Student**

Physical Attack/Fight With a Firearm or Explosive Device Against a Student occurs when a student intentionally causes or attempts to make physical contact with any student with or while in the possession of any firearm or explosive device. When a staff member identifies himself/herself and directs the student to stop, the student shall do so immediately. Students who instigate, record, or take pictures, will receive discipline not to exceed 3 days out-of-school suspension for disruptive behavior. Police or juvenile authorities will be contacted. A firearm or explosive device refers to any weapon that is designed to expel a projectile by the action of an explosive. This includes guns, bombs, grenades, rockets, pipe bombs or similar devices designed to explode and capable of causing bodily harm or property damage

**\*Physical Attack/Fight With a Weapon Against Staff**

Physical Attack/Fight With a Weapon Against Staff occurs when a student **intentionally or unintentionally** makes physical contact with staff with or while in the possession of **any object** that can be used as a weapon, not including a firearm or explosive device. When a staff member identifies himself/herself and directs the student to stop, the student shall do so immediately. Students who instigate, record, or take pictures, will receive discipline not to exceed 3 days out-of-school suspension for disruptive behavior. Police or juvenile authorities will be contacted. Weapons include but are not limited to: knives, tasers, BB guns, air soft pistols, paintball guns, brass knuckles, billy clubs, or any other object if used or attempted to be used in a menacing manner or to cause bodily harm, including look-alike weapons.

**\*Physical Attack/Fight With a Weapon Against Students**

Physical Attack/Fight With a Weapon Against Students occurs when a student intentionally makes or attempts to make physical contact with any student with **any object** that can be used as a weapon, not including a firearm or explosive device. When a staff member identifies himself/herself and directs the student to stop, the student shall do so immediately. Students who instigate, record, or take pictures, will receive discipline not to exceed 3 days out-of-school suspension for disruptive behavior. Police or juvenile authorities will be contacted. Weapons include, but are not limited to: knives, tasers, BB guns, air soft pistols, paintball guns, brass knuckles, billy clubs, or any other object if used or attempted to be used in a menacing manner or to cause bodily harm, including look-alike weapons.

**\*Physical Confrontation With Staff**

Physical Confrontation With Staff occurs when a student is involved with **intentionally or unintentionally** causing injury or attempting to cause injury to the staff member. When a staff member identifies himself/herself and directs the student to stop, the student shall do so immediately. Prohibited actions include (but are not limited to) the intentional or unintentional pushing or hitting of staff when staff is attempting to break up a confrontation between students.

**\*Physical Confrontation With Students**

Physical Confrontation With Students occurs when a student intentionally causes or attempts to cause physical injury to any student. When a staff member identifies himself/herself and directs the student to stop, the student shall do so immediately. Police or juvenile authorities may be contacted.

**\*Robbery**

Robbery occurs when a student or students knowingly take an item or items not belonging to them from a person by the use of physical force or by threatening the imminent use of force. Example: demanding an item with the threat of bodily injury. Police or juvenile authorities may be contacted.

**\*Robbery With a Firearm**

Robbery With a Firearm occurs when a student or students knowingly take an item or items not belonging to them with the use of a firearm. Example: approaching someone with a firearm and demanding items. Police or juvenile authorities will be contacted.

**\*Robbery With a Weapon**

Robbery With a Weapon occurs when a student or students knowingly take an item or items not belonging to them from a person with the use of a weapon. Example: approaching someone with a weapon that can cause injury when used and demanding items from the person. Police or juvenile authorities will be contacted.

**\*Sexual Battery**

Sexual Battery is any unwanted contact with an intimate part of a person's body, whether directly or through clothing. Police or juvenile authorities will be contacted.

**\*Sexual Misconduct**

Sexual Misconduct includes, but is not limited to, students engaging in sex, providing sexual favors and/or other acts of a sexual or arousing nature, exposing one's body parts, showing or distributing pornography, touching, sexting, and/or use of any social media in this context, and talk of a sexual nature while on any school property (including school bus), school functions, or school-related events.

**\*Threats to Staff With a Firearm**

Threats to Staff With a Firearm occurs when a person uses a firearm for the purpose of intimidating or causing the staff member to be in fear of physical injury to their person. Firearm includes any weapon that is designed to expel a projectile by the action of an explosive. This includes guns, bombs, grenades, rockets, pipe bombs or similar devices designed to explode and capable of causing bodily harm or property damage. Police or juvenile authorities will be contacted.

**\*Threats to Students With a Firearm**

Threats to Students With a Firearm occurs when a person uses a firearm for the purpose of intimidating or causing the student to be in fear of physical injury to their person. Firearm includes any weapon that is designed to expel a projectile by the action of an explosive. This includes guns, bombs, grenades, rockets, pipe bombs or similar devices designed to explode and capable of causing bodily harm or property damage. Police or juvenile authorities will be contacted.

**\*Threats to Staff With a Weapon**

Threats to Staff With a Weapon occurs when a student uses any item for the purpose of intimidating or causing a staff member to be in fear of physical injury to their person. Police or juvenile authorities will be contacted. Weapons include, but are not limited to, knives, baseball bats, medical paraphernalia, pipes, bottles, locks, scissors, pencils and pens (if used or attempted to be used in a menacing manner or to cause bodily harm).

**\*Threats to Students With a Weapon**

Threats to Students With a Weapon occurs when a student uses any item for the purpose of intimidating or causing a student to be in fear of physical injury to their person while in a school building, on school grounds, or any school-related activities. Weapons include, but are not limited to,

medical paraphernalia, knives, baseball bats, pipes, bottles, locks, sticks, pencils and pens (if used or attempted to be used in a menacing manner or to cause bodily harm). Police or juvenile authorities will be contacted.

**\*Threats to Staff Without a Weapon**

Threats to Staff Without a Weapon occur when a student is involved with actions or conduct that causes or attempts to cause a staff member to be in fear of physical injury to their person or damage to their personal property. Police or juvenile authorities may be contacted.

**\*Threats to Students Without a Weapon**

Threats to Students Without a Weapon occur when a student is involved with actions or conduct that causes or attempts to cause any student to be in fear of physical injury to their person or damage to their personal property. Police or juvenile authorities may be contacted.

**\*Weapon-Related**

**I. Weapon-Related: Possession (a)**

Possession, use, control or transfer of guns, firearms, rifles, shotguns, knives (not including a knife that is prohibited by law) or tasers or look-alikes is prohibited in school buildings, on campus (school grounds) or at a school activity. Look-alikes include, but are not limited to, BB guns, air-soft pistols, paintball guns, cigarette lighters and laser pointers shaped like a gun.

**II. Weapon-Related: Possession (b)**

Possession of explosives and all other weapons, including (but not limited to) weapons as defined by Section 24-1 of the Criminal Code (720 ILCS 5/24-1), including knives that are prohibited by law, brass knuckles, billy clubs, or look-alikes thereof, is prohibited in school buildings, on campus (school grounds) or at a school activity.

**LEVEL FOUR CONSEQUENCES**

<b>ELEMENTARY</b>	<b>SECONDARY</b>
First and Subsequent Offenses <ul style="list-style-type: none"><li>• Parent/Guardian Contact through recommendation for up to 2 calendar years of expulsion</li></ul>	First and Subsequent Offenses <ul style="list-style-type: none"><li>• Parent/Guardian Contact through recommendation for up to 2 calendar years expulsion</li></ul>

#### **Possible Interventions for Level Four**

- Circles Class meetings
- Transition Room
- Classroom Triage
- Restorative conversations
- Referral to Problem-Solving Team
- Referral to outside agency for behavioral intervention support
- Academic and/or Behavioral Planning meetings
- Ripple Effects
- Referral to Department of Student Services
- Referral to Outside Agency support services
- FBA/BIP
- Restorative Conferences
- Referral to Alternative Education
- Targeted Check-in/Check-out or Check and Connect
- Social Skills group
- Mentoring

### **SECTION III**

#### **OTHER POLICIES**

##### **Part A**

#### **INTERNET and TECHNOLOGY USE POLICY**

##### **Acceptable Use**

The use of DPS 61 technology resources is a privilege and not a right. The privilege of using the technology resources provided by DPS 61 is not transferable or extendable by students to groups outside the district and terminates when a person is no longer a student of DPS 61. This policy is provided to make all users aware of the responsibilities associated with efficient, ethical, and lawful use of technology resources.

If a person violates any of the User Terms and Conditions named in this policy, privileges may be terminated, access to the School District technology resources may be denied, and the appropriate disciplinary action may be applied per the Student Code of Conduct. Law enforcement agencies may be notified in appropriate cases.

##### **DPS 61 Student Responsibilities:**

- Read, understand and follow the DPS 61 Acceptable Use Policy.
- Use devices in a responsible and ethical manner.

- Obey general school rules and district policies concerning behavior.
- Use technology resources in an appropriate manner that does not result in the informational damage of school equipment. This “damage” includes, but is not limited to, the loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions caused by the student’s own negligence, errors or omissions.
- Use any information obtained via DPS 61’s network at your own risk. DPS 61 specifically denies any responsibility for the accuracy or quality of information obtained through its services.
- Report physical damage to devices immediately to the Technology Department.
- Secure devices against theft or loss.
- Help DPS 61 protect devices by contacting the Technology Department about any security problems encountered.
- Monitor all activity on your account(s).
- Turn off and secure devices after you are done working to protect work and information. Securing the devices includes storing device out of sight and in a secure location.
- Respect the rights of copyright owners.

#### Prohibited Student Activities:

- Illegal installation or transmission of copyrighted materials.
- Any action that violates any existing DPS 61 Board Policy or public law.
- Sending, accessing, uploading, downloading, or distributing offensive, profane, threatening, pornographic, obscene, or sexually explicit materials.
- Spamming or sending mass or inappropriate emails.
- Gaining access to others’ accounts.
- Gaining access to others’ files and/or data without permission.
- Use of the school’s Internet/email accounts for financial or commercial gain or for any illegal activity.
- Use of anonymous and/or false communications to mislead, harm, bully or harass another person.
- Participation in credit card fraud, electronic forgery or other forms of illegal behavior.
- Vandalism (any malicious attempt to harm or destroy hardware, software or data, including, but not limited to, the uploading or creation of computer viruses or computer programs that can infiltrate computer systems and/or damage software components) of school equipment.
- Bypassing the DPS 61 web filter through a web proxy, phone tethering, and any other means, including utilizing a non-district network during the school day.
- Bullying.

#### Device Care:

The devices can be damaged if subjected to rough treatment. The screens are particularly sensitive to damage from excess pressure.

- Do not expose the device to any liquid, including water, drinks, rain, etc.
- Do not lean on the top of the device when it is closed.
- Do not place anything near the device to put pressure on the device.
- Do not place anything in the carrying case that will press against the device.
- Do not “bump” the device against desks, lockers, walls, car doors, floors, etc.
- Never leave any object on the keyboard.
- No labels or stickers may be applied to the computer without prior approval of the Technology Department.
- Students are responsible for maintaining their individual devices and keeping them in good working order.
- Clean the screen with a soft, dry cloth or anti-static cloth or with a screen cleaner designed specifically for LCD-type screens.

Device cases furnished by DPS 61 must be returned with only normal wear and no alterations to avoid paying a case replacement fee.

Devices that malfunction or are damaged must be reported to the DPS 61 Technology Department. The school district will be responsible for repairing devices that malfunction.

Devices that have been damaged from student misuse, neglect or accident will be repaired. If the damages to a device are not covered under the warranty, and/or do not have it covered under their homeowner's insurance, the student's family will be responsible for the total cost of repairs up to the replacement cost of the device. Students may be provided a temporary device while their assigned device is being repaired.

Devices that are stolen must be reported within twenty-four (24) hours to the building administrator, Technology Department, appropriate Police Department, or appropriate County Sheriff's Department. Police reports shall not be filed if the device is misplaced or left unintentionally. Devices that are lost must be reported to DPS 61 Technology Department through an established procedure.

#### Legal Propriety:

Students must comply with trademark and copyright laws and all license agreements. If the student is unsure, ask a staff member for guidance.

Use or possession of hacking software is strictly prohibited and violators are subject to discipline. Violation of applicable state or federal law may result in criminal prosecution and/or disciplinary action by the District, including expulsion or police involvement.

The Decatur Public School District owns and operates the equipment and software that compose our network resources. The school is obligated to take steps to insure that all facilities are used legally. Any illegal use of network resources is prohibited. All content created, sent, accessed or downloaded using any part of the District's network resources or district-owned devices is subject to the rules stated in this policy. School administration monitors our network and may find it necessary to investigate electronic incidents even if they happen after hours and outside of school. As the owners of our network resources, including email system, the school administration reserves the right, if needed, and at its discretion, to remotely access, open, examine and/or delete any electronic file.

The District does not have control of the information on the Internet or incoming emails, nor does it provide any technical barriers to account holders accessing the full range of information while not connected to the School District's network. Sites accessible via the Internet may contain material that is defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, illegal or otherwise inconsistent with the mission of Decatur Public Schools District. While the District's intent is to make Internet access available for educational goals and objectives, account holders may have the ability to access other materials as well. Students shall obey the Acceptable Use Policy when using the Internet on the network and/or the device.

District account holders take full responsibility for their access to the District's network resources and Internet. Specifically, DPS 61 makes no warranties with respect to school network resources nor does it take responsibility for:

1. The content of any advice or information received by an account holder;
2. The costs, liability or damages incurred as a result of access to school network; or
3. Any consequences of service interruptions.

This policy exists along with all other District policies, rules, guidelines and procedures. Specific items not covered here may be addressed by other policies, District rules, guidelines, or procedures at the discretion of the Board of Education or its designee.

#### Security:

1. Do not leave laptops in unsupervised areas.
2. Staff will confiscate unsupervised or abandoned laptops.
3. Avoid using the laptop in areas where damage or theft is likely.
4. During after-school activities, students are still expected to maintain the security of the laptop. Students participating in sports events shall store laptops and use the same security measures as with their other personal items.
5. Each laptop has identifying labels including the serial number that is tied to the student. Students must not modify or destroy these labels.

#### Parent/Guardian Responsibilities:

1. Sign the Student/Parent Computer Agreement.
2. In order for students to be allowed to take their computers home, a student and his/her parent/guardian must sign the Student/Parent Computer Loan Agreement.
3. Monitor student use.
  - a. The parent/guardian must agree to monitor student use at home and away from school. The best way to keep students safe and on-task is to have a parent/guardian present and involved. Suggestions include:
    - i. Investigate and apply parental controls available through your Internet service provider and/or your wireless router.
    - ii. Develop a set of rules/expectations for computer use at home. Don't forget rules for social networking, instant messaging, e-mailing, online gaming and using webcams. Some websites provide parent/child agreements for you to sign. The district will not block websites or otherwise limit the use of the device outside of school.
    - iii. Demonstrate a genuine interest in what your students are doing on the computer. Ask questions and request that they show you their work often.
2. Continually dialogue with your children about online safety.
  - a. Help your child(ren) understand what information shall be private.
  - b. Explain that children shall post only information that you—and they—are comfortable with others seeing.
  - c. Go where your child goes online or follow your child online.
  - d. Teach your child(ren) to recognize and report:
    - i. Cyberbullying
    - ii. Online predators
    - iii. Exposure to inappropriate materials

#### Student and Parent Agreement

1. Devices and computer bags, when stored in lockers, must be stored so that they will not be damaged by other locker contents.

2. Devices must be with the student at all times when transporting and using the device outside of the classroom.
3. Students whose parents have signed a Student/Parent Computer Loan Agreement and have been given permission by Decatur Public Schools staff will take devices home.

Do not:

- Allow others (other than a parent or district employee) to use your device.
- Use another student's device.
- Reveal your full name, personal address, phone number, school name or personal identifying characteristics (i.e., hair color, age, etc.) to anyone online.
- Deface your device or computer bag with stickers, markers, or graffiti, or remove any markings or tags placed there by technology staff.

Students are expected to:

- Convey the details about any knowledge of a security problem to their teacher without discussing it with other students.
- Notify a staff member immediately if they come across information, images, or messages that are inappropriate, dangerous, threatening, or make them feel uncomfortable.
- Notify a teacher or administrator immediately if they accidentally access an inappropriate website.
- All videotaping, pictures, and any audiovisual recording is prohibited unless authorized by a teacher, principal or instructional coach as part of a class project.

The student will return the device to the school:

- At the end of the year and/or when requested by school administration;
- If he/she transfers to another school within Decatur Public Schools; or
- If he/she withdraws from Decatur Public Schools.

If the device is not returned to the school in any of the above scenarios within three (3) days after the initial withdrawal or transfer, it will be reported as stolen and a police report will be submitted to law enforcement. The device contains permanent tracking software so that missing laptops can be located by law enforcement.

Decatur Public Schools assumes no responsibility for any unauthorized charges, including but not limited to, credit card charges, long distance telephone charges, equipment and line costs, or for any illegal or unauthorized use of its computers (such as copyright violations).

Decatur Public Schools may remove a user's access to the network without notice at any time if the user is engaged in any unauthorized activity. Decatur Public Schools reserves the right to confiscate the property at any time.

#### *Notification (105 ILCS 75/15)*

Decatur Public Schools shall not request or require a student to provide a password or other account-related information in order to gain access to an account or social media profile. In the event of an investigation, students will be required to cooperate, and information regarding activity on an account or social media profile will be required to be shared in order to make a factual determination.



## STUDENT ONLINE PERSONAL PROTECTION ACT

### Educational Technology Vendors Under the Student Online Personal Protection Act

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

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

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

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

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

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

- Instruction in the classroom or at home (including remote learning)
- Administrative activities

- Collaboration between students, school personnel, and/or parents/guardians
- Other activities that are for the use and benefit of the school district

### **Request a Review**

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

## **Part B**

### **ATHLETIC CODE**

#### **Extracurricular Athletics**

Student participation in School Board-approved extracurricular athletic activities is contingent upon the following:

1. The student must attain the academic standards set forth in the Parent-Student Handbook.
2. Written permission must be given by the parent(s)/guardian(s) for the student's participation, giving the District full waiver of responsibility of the risks involved.
3. The student must present a certificate of physical fitness issued by a licensed physician, and advanced practice nurse, or a physician assistant. The *Pre-Participation Physical Examination Form*, offered by the Illinois High School Association and the Illinois Elementary School Association, is the preferred certificate of physical fitness.
3. The student must show proof of accident insurance coverage either by a policy purchased through the District-approved insurance plan or a written statement from the parent(s)/guardian(s) that the student is covered under a family insurance plan.
4. The student must agree to follow all conduct rules and the coaches' instructions.
5. The student and his or her parent/guardian must provide written consent to random drug and alcohol testing pursuant to the Extracurricular Drug and Alcohol Testing Program.
6. The student and his or her parent/guardian must: (a) comply with the eligibility rules of, and complete any forms required by, any sponsoring association (such as, the Illinois Elementary School Association, the Illinois High School Association, or the Southern Illinois Junior High School Athletic Association), and (b) complete all forms required by the District including, without limitation, signing an acknowledgment of receiving information about the Board's concussion policy 7:305, *Student Athlete Concussions and Head Injuries*.

The Principal or Athletic Director shall maintain the necessary records to ensure student compliance with this policy.

Adopted: April 8, 1997

## **Part C**

### **SEARCH AND SEIZURE**

To maintain order and security in the schools, school authorities are authorized to conduct searches of school property and equipment, as well as of students and their personal effects. "School authorities" include school liaison police officers.

#### School Property and Equipment as well as Personal Effects Left There by Students

School authorities may inspect and search school property and equipment owned or controlled by the school (such as lockers, desks and parking lots), as well as personal effects left there by a student, without notice to or the consent of the student. Students have no reasonable expectation of privacy in these places or areas or in their personal effects left there. This paragraph applies to student vehicles parked on school property. In addition, Building Principals shall require each high school student, in return for the privilege of parking on school property, to consent in writing to school searches of his or her vehicle, and personal effects therein, without notice and without suspicion of wrongdoing.

The Superintendent or a designee may request the assistance of law enforcement officials to conduct inspections and searches of lockers, desks, parking lots, and other school property and equipment for illegal drugs, weapons, or other illegal or dangerous substances or materials, including searches conducted through the use of specially trained dogs.

#### Students

School authorities may search a student and/or the student's personal effects in the student's possession (such as purses, wallets, knapsacks, book bags, lunch boxes, etc.) when there is a reasonable ground for suspecting that the search will produce evidence the particular student has violated or is violating either the law or the District's student conduct rules. The search itself must be conducted in a manner which is reasonably related to its objectives and not excessively intrusive in light of the age and sex of the student and the nature of the infraction.

When feasible, the search shall be conducted as follows:

- outside the view of others, including students;
- in the presence of a school administrator or adult witness; and
- by a certified employee or liaison police officer of the same sex as the student.

Immediately following a search, if the search produces evidence that the student has violated or is violating either the law or the District's policies or rules, such evidence may be seized and impounded by school authorities, and disciplinary action may be taken. When appropriate, such evidence may be transferred to law enforcement authorities. A written report shall be made by school authorities who conducted the search and given to the Superintendent when drugs or weapons are found.

#### Seizure of Property

If a search produces evidence that the student has violated or is violating either the law or the District's policies or rules, such evidence may be seized and impounded by school authorities, and disciplinary action may be taken. When appropriate, such evidence may be transferred to law enforcement authorities.

Adopted:

July 8, 1997

## **Part D**

### **BULLYING AND HARASSMENT**

#### **Preventing Bullying, Intimidation, and Harassment**

Bullying, intimidation, and harassment diminish a student's ability to learn and a school's ability to

educate. Preventing students from engaging in these disruptive behaviors and providing all students equal access to a safe, non-hostile learning environment are important District goals.

Bullying on the basis of actual or perceived race, color, nationality, sex, sexual orientation, gender identity, gender-related identity or expression, ancestry, age, religion, physical or mental disability, order of protection status, status of being homeless, or actual or potential marital or parental status, including pregnancy, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic is prohibited in each of the following situations:

1. During any school-sponsored education program or activity.
2. While in school, on school property, on school buses or other school vehicles, at designated school bus stops waiting for the school bus, or at school-sponsored or school-sanctioned events or activities.
3. Through the transmission of information from a school computer, a school computer network, or other similar electronic school equipment.
4. Through the transmission of information from a computer that is accessed at a non-school-related location, activity, function, or program or from the use of technology or an electronic device that is not owned, leased, or used by the School District or school if the bullying causes a substantial disruption to the educational process or orderly operation of a school. This paragraph (item #4) only applies when a school administrator or teacher receives a report that bullying through this means has occurred; it does not require staff members to monitor any non-school-related activity, function or program.

For purposes of this policy, the term *bullying* means any severe or pervasive physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing the student in reasonable fear of harm to the student's person or property.
2. Causing a substantially detrimental effect on the student's physical or mental health.
3. Substantially interfering with the student's academic performance.
4. Substantially interfering with the student's ability to participate in or benefit from the services, activities, or privileges provided by a school.

Bullying, intimidation, and/or harassment may take various forms, including without limitation: threats, stalking, physical violence, sexual harassment, sexual violence, theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying.

The Superintendent or designee shall:

1. Promptly investigate and address reports of bullying, by, among other things:
  - a. Making all reasonable efforts to complete the investigation within ten (10) school days after the date the report of a bullying incident was received and taking into consideration additional relevant information received during the course of the investigation about the reported bullying incident.
  - b. Involving appropriate school support personnel and other staff persons with knowledge, experience, and training on bullying prevention, as deemed appropriate, in the investigation process.

- c. Notifying the Building Principal or school administrator or designee of the reported incident of bullying as soon as possible after the report is received.
- d. Consistent with federal and State laws and rules governing student privacy rights, providing parents/guardians of the students who are parties to the investigation information about the investigation and an opportunity to meet with the Building Principal or school administrator or his or her designee to discuss the investigation, the findings of the investigation, and the actions taken to address the reported incident of bullying.

The Superintendent or designee shall investigate whether a reported incident of bullying is within the permissible scope of the District's jurisdiction and shall require that the District provide the victim with information regarding services that are available within the District and community, such as counseling, support services, and other programs.

- 2. Use interventions to address bullying, that may include, but are not limited to, school social work services, restorative measures, social-emotional skill building, counseling, school psychological services, and community-based services.
- 3. Post the bullying policy on the District's Internet website, if any, and, where applicable, post it where other policies, rules, and standards of conduct are currently posted.
- 4. Assist the Board with its evaluation and assessment of this policy's outcomes and effectiveness. This process shall include, without limitation:
  - a. The frequency of victimization;
  - b. Student, staff, and family observations of safety at a school;
  - c. Identification of areas of a school where bullying occurs;
  - d. The types of bullying utilized; and
  - e. Bystander intervention or participation.

The evaluation process may use relevant data and information that the District already collects for other purposes. The Superintendent or designee must post the information developed as a result of the policy evaluation on the District's website, or if a website is not available, the information must be provided to school administrators, Board members, school personnel, parents/guardians, and students.

- 5. The Superintendent or designee shall fully implement the Board policies, including without limitation to the following:
  - a. 2:260, Uniform Grievance Procedure. A student may use this policy to complain about bullying.
  - b. 2:265, Title IX Sexual Harassment Grievance Procedure. Any person may use this policy to complain about sexual harassment in violation of Title IX of the Education Amendments of 1972.
  - c. 6:60, Curriculum Content. Bullying prevention and character instruction is provided in all grades in accordance with State law.

- d. 6:65, Student Social and Emotional Development. Student social and emotional development is incorporated into the District's educational program as required by State law.
- e. 6:235, Access to Electronic Networks. This policy states that the use of the District's electronic networks is limited to: (1) support of education and/or research, or (2) a legitimate business use.
- f. 7:20, Harassment of Students Prohibited. This policy prohibits any person from harassing, intimidating, or bullying a student based on an identified actual or perceived characteristic (the list of characteristics in 7:20 is the same as the list in this policy).
- g. 7:185, Teen Dating Violence Prohibited. This policy prohibits teen dating violence on school property, at school sponsored activities, and in vehicles used for school-provided transportation.
- h. 7:190, Student Behavior. This policy prohibits, and provides consequences for, hazing, bullying, or other aggressive behaviors, or urging other students to engage in such conduct.
- i. 7:310, Restrictions on Publications; Elementary Schools, and 7:315, Restrictions on Publications; High Schools. These policies prohibits students from and provides consequences for: (1) accessing and/or distributing at school any written, printed, or electronic material, including material from the Internet, that will cause substantial disruption of the proper and orderly operation and discipline of the school or school activities, and (2) creating and/or distributing written, printed, or electronic material, including photographic material and blogs, that causes substantial disruption to school operations or interferes with the rights of other students or staff members.

A reprisal or retaliation against any person who reports an act of bullying is prohibited. A student's act of reprisal or retaliation will be treated as bullying for purposes of determining any consequences or other appropriate remedial actions.

A student will not be punished for reporting bullying or supplying information, even if the District's investigation concludes that no bullying occurred. However, knowingly making a false accusation or providing knowingly false information will be treated as bullying for purposes of determining any consequences or other appropriate remedial actions.

This policy is not intended to infringe upon any right to exercise free expression or the free exercise of religion or religiously based views protected under the First Amendment to the U.S. Constitution or under Section 3 or 4 of Article 1 of the Ill. Constitution.

LEGAL REF.: 405 ILS 49/, Children's Mental Health Act  
105 ILCS 5/10-20.14, 5/24-24, and 5/27-23.7  
23 Ill.Admin.Code §§1.240 and §1.280.

CROSS REF.: 2:240 (Board Policy Development)  
5:230 (Maintaining Student Discipline)  
6:60 (Curriculum Content)  
6:65 (Student Social and Emotional Development)  
7:20 (Harassment of Students Prohibited)  
7:190 (Student Discipline)  
7:220 (Bus Conduct)  
7:230 (Misconduct by Students with Disabilities)

## Part E

### PARENT-TEACHER ADVISORY COMMITTEE

Per Illinois School Code 105 ILCS 5/10-20.14 (from Ch. 122, par. 10-20.14):  
Sec. 10-20.14. Student discipline policies; parent-teacher advisory committee.

(a) To establish and maintain a parent-teacher advisory committee to develop with the school board or governing body of a charter school policy guidelines on pupil discipline, including school searches and bullying prevention as set forth in Section 27-23.7 of this Code. School authorities shall furnish a copy of the policy to the parents or guardian of each pupil within 15 days after the beginning of the school year, or within 15 days after starting classes for a pupil who transfers into the district during the school year, and the school board or governing body of a charter school shall require that a school inform its pupils of the contents of the policy. School boards and the governing bodies of charter schools, along with the parent-teacher advisory committee, must annually review their pupil discipline policies, the implementation of those policies, and any other factors related to the safety of their schools, pupils, and staff.

(a-5) On or before September 15, 2016, each elementary and secondary school and charter school shall, at a minimum, adopt pupil discipline policies that fulfill the requirements set forth in this Section, subsections (a) and (b) of Section 10-22.6 of this Code, Section 34-19 of this Code if applicable, and federal and State laws that provide special requirements for the discipline of students with disabilities.

(b) The parent-teacher advisory committee in cooperation with local law enforcement agencies shall develop, with the school board, policy guideline procedures to establish and maintain a reciprocal reporting system between the school district and local law enforcement agencies regarding criminal offenses committed by students. School districts are encouraged to create memoranda of understanding with local law enforcement agencies that clearly define law enforcement's role in schools, in accordance with Section 10-22.6 of this Code.

(c) The parent-teacher advisory committee, in cooperation with school bus personnel, shall develop, with the school board, policy guideline procedures to establish and maintain school bus safety procedures. These procedures shall be incorporated into the district's pupil discipline policy.

(d) The school board, in consultation with the parent-teacher advisory committee and other community-based organizations, must include provisions in the student discipline policy to address students who have demonstrated behaviors that put them at risk for aggressive behavior, including without limitation bullying, as defined in the policy. These provisions must include procedures for notifying parents or legal guardians and early intervention procedures based upon available community-based and district resources.

(Source: P.A. 99-456, eff. 9-15-16.)

## Part F

### DISTRIBUTION OF POLICY

Copies of the Discipline Policy and Procedures will be furnished to the parents/guardians of each elementary student and to students at the secondary level at the beginning of the school year or within

fifteen (15) days after the school year begins, or within fifteen (15) school days after a transfer student begins classes in District 61.

<b>DECATUR PUBLIC SCHOOLS ADDRESSES AND TELEPHONE NUMBERS</b>
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Superintendent  
Learning  
Decatur Public Schools  
101 W. Cerro Gordo  
Decatur, IL 62523  
217-362-3012

Assistant Superintendent, Teaching &  
Decatur Public Schools  
101 W. Cerro Gordo  
Decatur, IL 62523  
217-362-3014

Director of Human Resources  
Decatur Public Schools  
101 W. Cerro Gordo  
Decatur, IL 62523  
217-362-3031

Macon-Piatt Special Education Director  
Decatur Public Schools  
335 E. Cerro Gordo  
Decatur, IL 62523  
217-362-3055

Director of Student Services  
Decatur Public Schools  
300 E. Eldorado St.  
Decatur, IL 62523  
217-362-3060

<p>Access District 61 information any time, day or night, by logging on to <a href="http://www.dps61.org">www.dps61.org</a>, or by tuning in to cable Channel 22.</p>
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## DECATUR PUBLIC SCHOOLS DISTRICT 61 Community Resource Guide

Note: This community resource handbook is not meant to be an inclusive listing of all of the possible services for the topic areas listed. Rather, it is hoped that the staff, parents and students of the district can use this handbook as a starting point in their search for community-based services. Names, addresses and phone numbers may change without notice; but it is our intent to provide you with the most updated information.

<b>AREA POLICE AND FIRE DEPARTMENT NUMBERS</b>
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EMERGENCY

NON EMERGENCY

City

911

Police (217) 424-2711

Fire (217) 429-5201

IL State Police (217) 265-0050

STATE OF ILLINOIS TOLL-FREE NUMBERS

<b>Adoption Information</b>	<a href="http://state.il.us/dcfs/adoption/index.shtml">http://state.il.us/dcfs/adoption/index.shtml</a>	<b>800-572-2390</b>
<b>AIDS Hotline</b>	<a href="http://hab.hrsa.gov/gethelp/statehotlines.html">http://hab.hrsa.gov/gethelp/statehotlines.html</a>	800-243-2437
<b>Aging, Senior Assistance and Elder Abuse Hotline</b>	<a href="Http://www.illinois.gov/aging/Resources/Pages/helpline-main.aspx">Http://www.illinois.gov/aging/Resources/Pages/helpline-main.aspx</a>	800-252-8966
<b>Advocacy Office for Children and Families</b>	<a href="http://www.state.il.us/dcfs/docs/AdvocBro.pdf">http://www.state.il.us/dcfs/docs/AdvocBro.pdf</a>	800-232-3798
<b>Amtrak</b>	<a href="http://www.amtrak.com/contact-us">http://www.amtrak.com/contact-us</a>	800-872-7245
<b>Army National Flood Insurance</b>	<a href="http://www.dnr/illinois.gov/waterresources/pages/faq's.aspx">http://www.dnr/illinois.gov/waterresources/pages/faq's.aspx</a>	800-638-6620
<b>Arson Hotline</b>	<a href="http://www.sfm.illinois.gov/fireservice/arsonhotline.aspx">http://www.sfm.illinois.gov/fireservice/arsonhotline.aspx</a>	800-252-2947
<b>Arts Council, Illinois</b>	<a href="http://www.arts.illinois.gov/contact-us">http://www.arts.illinois.gov/contact-us</a>	800-237-6994
<b>Attorney General's Office/ Consumer Protection</b>	<a href="http://www.illinoisattorneygeneral.gov/consumers/">http://www.illinoisattorneygeneral.gov/consumers/</a>	800-386-5438
<b>Cancer Information Service</b>	<a href="http://www.cancer.gov/global/contact">http://www.cancer.gov/global/contact</a>	800-422-6237
<b>Child Abuse Hotline (Report Suspected Abuse)</b>	<a href="http://www.state.il.us/dcfs/GAQ/faq_CPF.shtml">http://www.state.il.us/dcfs/GAQ/faq_CPF.shtml</a>	800-252-2873
<b>Parents Anonymous (Child Abuse)/Administration for Children and Families</b>	<a href="https://www.childwelfare.gov/pubs/usermanuals/neglect_93/neglectl.cfm">https://www.childwelfare.gov/pubs/usermanuals/neglect_93/neglectl.cfm</a>	800-421-0353
<b>Circuit Breaker Assistance</b>	<a href="http://www.willcountyseniors.org/faq.php">http://www.willcountyseniors.org/faq.php</a>	800-732-8866
<b>Citizens Utility Board (CUB)</b>	<a href="http://www.citizensutilityboard.org/">http://www.citizensutilityboard.org/</a>	800-669-5556
<b>Client Assistance Program (Disability Rights)</b>	<a href="http://www.dhs.state.il.us/page.aspx?item=29978">http://www.dhs.state.il.us/page.aspx?item=29978</a>	800-641-3929
<b>Crime Victim Clearinghouse, Attorney General</b>	<a href="http://www.illinoisattorneygeneral.gov/victims/">http://www.illinoisattorneygeneral.gov/victims/</a>	800-228-3368

<b>Dental Referral Services</b>	<a href="http://www.isds.org/">http://www.isds.org/</a>	800-252-2930
<b>Disability Determination Services</b>	<a href="http://www.dhs.state.il.us/page.aspx?item=29979">http://www.dhs.state.il.us/page.aspx?item=29979</a>	800-637-8856
<b>Disabled Individual Assistance Program and Unemployment</b>	<a href="http://www.dhs.state.il.us/page.aspx?">http://www.dhs.state.il.us/page.aspx?</a>	800-275-3677
<b>Drug and Alcohol Abuse</b>	<a href="http://www.samhsa.gov/treatment/">http://www.samhsa.gov/treatment/</a>	800-662-4357
<b>Energy Assistance and Weatherization</b>	<a href="http://www2.illinois.gov/KeepWarm/Pages/FamilyAssistance.aspx">http://www2.illinois.gov/KeepWarm/Pages/FamilyAssistance.aspx</a>	800-252-8643
<b>Emergency Services &amp; Disaster Agency</b>	<a href="http://www.epa.state.il.us/emergency-response/">http://www.epa.state.il.us/emergency-response/</a>	800-782-7860
<b>Foster Parenting Hotline</b>	<a href="http://www.state.il.us/dcfs/fosterindex.shtml">http://www.state.il.us/dcfs/fosterindex.shtml</a>	800-624-5437
<b>Hearing Impaired Phone Access</b>	<a href="http://www.illinoisrelay711.com/content.htm">http://www.illinoisrelay711.com/content.htm</a>	TTY users 800-526-0844 Voice users 800-526-0857 TTY distributor 800-833-0048 VCO 877-826-1130
<b>Illinois Housing Authority</b>	<a href="http://portal.hud.gov/hudportal/HUD?src=/states/illinois/renting/hawebbsites">http://portal.hud.gov/hudportal/HUD?src=/states/illinois/renting/hawebbsites</a>	800-942-8439
<b>Help me Grow-Futures for Kids</b>		800-323-4769
<b>Illinois Dept. of Human Services (Medical Assistance, Mental Health, WIC)</b>	<a href="http://www.dhs.state.il.us/page.aspx?item=29722">http://www.dhs.state.il.us/page.aspx?item=29722</a>	800-843-6154
<b>Illinois State Board of Education</b>	<a href="http://www.isbe.net/">http://www.isbe.net/</a>	800-845-8749
<b>HIV &amp; STD Hotline</b>	<a href="http://hab.hrsa.gov/gethelp/statehotlines.html">http://hab.hrsa.gov/gethelp/statehotlines.html</a>	800-243-2437
<b>Literacy Hotline</b>	<a href="http://www.idaillinois.org/utills/getfile/collection/edi/id/624853/filename/633889.pdf">http://www.idaillinois.org/utills/getfile/collection/edi/id/624853/filename/633889.pdf</a>	800-321-9511
<b>Medicare &amp; Medicaid/Fraud or Abuse</b>	<a href="http://www.cms.gov/Medicare-Medicaid-Coordination/Fraud-Prevention/FraudAbuseforConsumers/Reports_Fraud_and_Suspected_Fraud.html">http://www.cms.gov/Medicare-Medicaid-Coordination/Fraud-Prevention/FraudAbuseforConsumers/Reports_Fraud_and_Suspected_Fraud.html</a>	800-447-8477
<b>Missing Children – “I-Search” (Illinois)</b>	<a href="http://www.isp.state.il.us/">http://www.isp.state.il.us/</a>	800-843-5763
<b>Nursing Home Information and Abuse</b>	<a href="http://www.illinois.gov/aging/ProtectionAdvocacy/LTCOmbuds-men/Pages/ombuds-reporting.aspx">http://www.illinois.gov/aging/ProtectionAdvocacy/LTCOmbuds-men/Pages/ombuds-reporting.aspx</a>	800-252-4343
<b>Organ/Tissue Donor Information</b>	<a href="http://www.organdonor.gov/about/data.html?qclid=CJnWosigx-cACFVQV7AodM3wAMQ">http://www.organdonor.gov/about/data.html?qclid=CJnWosigx-cACFVQV7AodM3wAMQ</a>	800-210-2106
<b>Poison Control (Statewide)</b>	<a href="http://illinoispoisoncenter.org/">http://illinoispoisoncenter.org/</a>	800-942-5969 800-222-1222

<b>Public Aid/Medicaid Food Stamps &amp; Other Information</b>	<a href="http://www.dhs.state.il.us/page.aspx?item=33698">http://www.dhs.state.il.us/page.aspx?item=33698</a>	800-252-8635
<b>Medicare &amp; Medicaid, to Report Fraud or Abuse</b>		800-447-8477
<b>Public Health Family Hotline (Parents Too Soon, Prenatal and Newborn Care, and Supplemental Food/WIC)</b>	<a href="http://www.dhs.state.il.us/page.aspx?item=30513">http://www.dhs.state.il.us/page.aspx?item=30513</a>	800-545-2200
<b>School Violence Tip Line</b>	<a href="http://illinoisattorneygeneral.gov/children/schoolviolence.html">http://illinoisattorneygeneral.gov/children/schoolviolence.html</a>	800-477-0024
<b>Secretary of State's Office</b>	<a href="http://www.illinois.gov/Pages/default.aspx">http://www.illinois.gov/Pages/default.aspx</a>	800-252-8980
<b>Seniors and Persons with Disabilities Hotline</b>	<a href="http://www.illinois.gov/aging/Pages/default.aspx">http://www.illinois.gov/aging/Pages/default.aspx</a>	800-252-2904
<b>Toll-Free Directory Assistance</b>	<a href="Http://www.tollfreeda.com/faq.cfm">Http://www.tollfreeda.com/faq.cfm</a>	800-555-1212
<b>Veterans Affairs</b>	<a href="http://www2.va.gov/directory/guide/facility.asp?ID=848">http://www2.va.gov/directory/guide/facility.asp?ID=848</a>	800-827-1000

A list of local agencies for Decatur, IL is listed on the following pages. If you have an emergency and need immediate assistance with things such as housing or other agencies, please call **211**.



## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> School Resource Officer Annual Intergovernmental Agreement
<b>Initiated By:</b> Henry Walker, Director of Operations	<b>Attachments:</b> Intergovernmental Agreement To Provide Police Officers For School Security
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### BACKGROUND INFORMATION:

Our current agreement with the City of Decatur began in 2014, with the hiring of two SROs to staff the district high schools. It expanded to cover the middle schools, and eventually the elementary feeder schools. Officers work up to forty hours per week in schools during the regular school year as assigned by the District, typically mid-August through the end of May. At times, officers may be assigned to trainings and leaves outside of the scope of their district work. Duties and responsibilities at facilities are determined by the City and District. The police officers shall at all times be assigned to serve as police officers to the District and shall be subject to the command and control of the Chief of Police as well as remain employees of the City. *SRO'S contribute to creating a safe learning environment which supports Teaching and Learning.*

### CURRENT CONSIDERATIONS:

The district employs four school resource officers, who serve the district's 19 schools and educational programs. **The agreement will automatically renew for one year, unless either party serves a notice of termination by May 15 of the year prior to the start of the new school year.**

### FINANCIAL CONSIDERATIONS:

The City shall be responsible for compensating the police officers, including any overtime, employee benefits, and workers compensation, as provided in the City's Collective Bargaining Agreement subject to the District's reimbursement. The District shall pay the City a sum equal to Seventy-Five Percent (75%) of the total cost for each and every police officer assigned as prescribed in the attached Intergovernmental Agreement. One-Hundred Percent (100%) of overtime costs will be paid by the district if authorized by the City's Police Chief.

### STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the **Continuation** of the Intergovernmental Agreement with the City of Decatur regarding School Resource Officers in Decatur Public School District 61 as presented.

### RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

**BOARD ACTION:** \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT TO PROVIDE POLICE  
OFFICERS FOR SCHOOL SECURITY**

THIS AGREEMENT between the BOARD OF EDUCATION OF  
DECATUR SCHOOL DISTRICT NO. 61, Macon County, Illinois (the "District")  
and the CITY OF DECATUR, an Illinois Home Rule Municipality (the "City"):

**WITNESSETH:**

**WHEREAS**, Article VII, Section 10, of the Constitution of the State of  
Illinois of 1973 authorizes units of local government to contract or otherwise  
associate among themselves, and to exercise, combine or transfer any power or  
function in any manner not prohibited by law or by ordinance; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1,  
et seq., provides inter alia, that "... (A)ny power or powers, privileges or authority  
exercised or which may be exercised by a public agency of this State may be  
exercised and enjoyed jointly with any other public agency of this State..."; and

**WHEREAS**, the City and the District now wish to enter into a formal  
arrangement for the provision of police officers for security at the District's  
various facilities; and

**WHEREAS**, the parties have mutually determined that the terms  
contained in this Agreement are in their mutual interests and the mutual interests  
of their constituents.

**NOW, THEREFORE** in consideration of the foregoing recitals and of the  
covenants and conditions hereinafter set forth, the adequacy and sufficiency of  
which the parties hereto stipulate, the parties agree as follows:



1. Incorporation of Recitals. The recitals set forth in the forgoing preamble are specifically incorporated into and made part of this Agreement as though fully set forth in this paragraph 1.

2. City to Provide Police Officers. The City shall assign two (2) police officers to the District beginning at the start of the second semester of the 2014-15 school year to be assigned to the District's high schools and an additional two (2) at the start of the 2015-16 school year to be assigned to the District's middle schools. Said assignments shall be for the period during the regular school year as determined by the District but typically mid-August through the end of May the following year for the purpose of providing security at its various facilities. Such officers shall work up to forty (40) hours per week in the schools of the District at times agreed upon between the City and the District. The District recognizes and acknowledges that the assigned officers will, from time to time, have duties, training and leaves as part of their duties of being a sworn police officer for the City that will take precedence over District duties and assignments and agree not to interfere with said duties, training and leaves. The police officers shall perform the duties and responsibilities while assigned and working in District facilities, as determined by the City and the District, with due diligence and to the best of their ability. From time to time the District may provide advice to the City relative to the performance of the assigned officers and their suitability for their assignment.

3. Employment Status. The police officers shall at all times be assigned to serve as police officers to the District and shall be subject to the command and

control of the Chief of Police. Such officers shall remain employees of the City, be subject to all applicable laws, statutes, Code, ordinances, Administrative Policies and Procedures of the City and all policies and procedures of the Decatur Police Department, and shall perform all of the duties, as that employment requires. The City shall be responsible for compensating the police officers, including any overtime, employee benefits, and workers compensation, as provided in the City's Collective Bargaining Agreement subject to the District's reimbursement as provided herein in Paragraph 5. No overtime will be allowed for District activities or purposes unless expressly authorized by the City's Police Chief. District will be responsible to reimburse City one hundred percent (100%) for any overtime incurred while performing District duties. The City shall supply the police officers with all law enforcement supplies, equipment and vehicle, as deemed appropriate by the City, and shall maintain payroll, attendance, and performance evaluation records. The police officers will at all times abide by the City's rules and all other policies and procedures, and shall not be deemed an employee of the District for any purpose. Officers assigned to the District pursuant to this Agreement shall not get involved in District administrative affairs and matters nor be requested to do so by the District, but shall respond to requests to assist the District in the maintenance of order in the buildings when called upon to do so.

4. Background Checks. The City represents that all police officers provided pursuant to this agreement, are fully trained and qualified to act as police officers in accordance with the laws of the State of Illinois.



5. Compensation. The District shall pay to City a sum equal to Seventy-Five Percent (75%) of the total cost for each and every police officer assigned under this Agreement. Said payment shall be remitted to the City quarterly within thirty (30) days following written request by the City detailing the charges.

6. Compliance with District Policies and Laws. The police officers shall comply with all applicable State, City and City Police Department laws, statutes, Codes, ordinances, rules and policies and all District policies in regard to the performance of their duties. If any City or Police Department rules, policies or procedures are in conflict with District policies, the City and Police Department rules, policies and procedures shall supercede and be followed by the Police officers.

7. Indemnification.

A. City Indemnification. The City shall and hereby does indemnify and hold harmless the District and its agents and employees against any claims, demands, costs or expenses including the cost of reasonable attorneys fees for the defense thereof, arising from or in connection with any negligent, grossly negligent, or willful acts related to this Agreement of the police officers or other City employee, official or officer, provided that said claims, demands, costs and expenses have not been directly or proximately caused by the negligence or misconduct of the District, its employees, officers, directors, agents, officials or employees.

B. District Indemnification. The District shall and hereby does indemnify and hold harmless the City and its officers, agents, and employees against any



claims, demands, costs or expenses including the cost of reasonable attorneys fees for the defense thereof, arising from or in connection with any negligent, grossly negligent, or willful acts related to this Agreement of the District, its employees, officers, directors, agents or officials, provided that said claims, demands, costs and expenses have not been directly or proximately caused by the negligence or misconduct of the police officers or other City employees, officials, or officers.

8. No Waiver of Tort Immunity Defenses. Nothing contained in this Agreement, is intended to constitute nor shall constitute a waiver of the defenses available to the City and the District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties.

9. Term. This Agreement shall be and remain in effect from the effective date specified in paragraph 15 below through June 30, 2015 and shall automatically renew for one (1) year terms thereafter unless notice of termination is served by one (1) party on the other by May 15<sup>th</sup> of the year prior to the commencement of a District school year.

10. Counterparts. This Agreement may be executed in counterparts.

11. Mutual Assistance. The parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the intent of the parties as reflected by the terms of the Agreement.

12. Notice. All notices required or permitted by this Agreement must be in writing and delivered personally or sent by certified mail, or return receipt requested to the following persons:

If to the City:           City of Decatur  
                                  City Manager  
                                  1 Gary K. Anderson Plaza  
                                  Deecatur, Illinois 62523

                                  Police Chief, City of Decatur  
                                  707 South Side Drive  
                                  Decatur, Illinois 62521

If to the District:       Superintendent  
                                  Decatur Public School District #61  
                                  101 W. Cerro Gordo St.  
                                  Decatur, IL 62523

Copy to:                 Robbins, Schwartz, Nicholas, Lifton & Taylor  
                                  132 S. Water St., Suite 320  
                                  Decatur, IL 62523

Either party may specify a different address to receive notices by providing a written directive given in accordance with this section.

13. Authority. Each party represents and warrants to the other that they have been lawfully authorized by their respective governing bodies to execute this Agreement.

14. Entire Agreement. This Agreement supersedes any and all prior agreements between the parties hereto regarding the subjects of this Agreement. This Agreement represents the entire agreement between the parties hereto and no other agreements shall be valid unless in writing and signed by each of the parties hereto.

15. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the parties executes the Agreement as set forth below.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and it shall be dated and become effective on the date that the last of the duly authorized persons signed as set forth below:

BOARD OF EDUCATION OF  
DECATUR SCHOOL DISTRICT  
NO. 61, MACON COUNTY, ILLINOIS

BY:

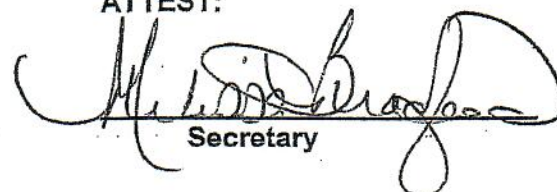
  
President

Dated:

12/30/14

Board Approved: 12/09/14

ATTEST:

  
Secretary

CITY OF DECATUR, ILLINOIS,

BY:

  
Mayor, City of Decatur

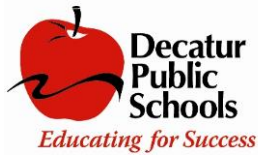
Dated:

December 15 2014

ATTEST:

  
City Clerk





## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> E-Rate Data Center Upgrade
<b>Initiated By:</b> Maurice Payne, Director of Information Technology	<b>Attachments:</b> E-Rate Data Center Upgrade – Presidio E-Rate Contract and E-Rate Data Center Upgrade – Presidio Quote
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### BACKGROUND INFORMATION:

DPS is entering a new E-Rate 5-year cycle. E-Rate is a program that provides funding for school district to upgrade infrastructure to support internet connectivity for the district and student devices. The high school Wireless Access Points need to be upgraded. We were able to use E-Rate funds from the previous cycle to purchase half the access points with the plan to purchase the other half with the new 5-year cycle. *Maintaining network connectivity for students and staff devices is essential to supporting Teaching & Learning.*

### CURRENT CONSIDERATIONS:

The data center upgrade will include upgrading Cisco layer 1 switches that support the districts Wide Area Network between buildings and the connection to our Internet Service Provider Comcast and Illinois Century Network (ICN). The purchase would include 5-year licensing and support coverage for switches and Meraki Access Points, battery backup devices, and upgrading the remaining Cisco Wireless Access Points for the high schools.

### FINANCIAL CONSIDERATIONS:

Presidio will bill USAC for the E-Rate eligible portion in the amount of \$541,779.82. The district is responsible to pay 15% of E-Rate expenses, which is \$95,608.20.

The total cost of the project is \$637,388.02, which will come from the FY21 IT budget.

### STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the E-Rate Data Center Upgrade in the amount of \$637,388.02 as presented.

### RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

**BOARD ACTION:** \_\_\_\_\_

# **CONTRACT FOR SERVICES AND/OR PRODUCTS FOR** **E-RATE YEAR 2021-2022**

	<b>SERVICE PROVIDER "PROVIDER"</b>	<b>SCHOOL DISTRICT "APPLICANT"</b>
<b>Company Name:</b>	Presidio Networked Solutions Group	Decatur Public School District 61
<b>Contact Name:</b>	Tadd Gerst	Maurice Payne
<b>SPIN:</b>	143005378	
<b>Address:</b>	401 SW Water Street – S 601	101 W Cerro Gordo St
<b>City, State, ZIP</b>	Peoria, IL 61602	Decatur, IL 62523
<b>Phone Number:</b>		
<b>Contract Awarded On:</b>	3/9/21	

The **Applicant** and **Provider** sign this document for the purchase of eligible equipment and services as part of the E-Rate Year 2021 effort. Provider was selected based on Provider's response to Applicant's RFP, or on the basis of a qualifying Form 470. Applicant intends to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services.

The purchase of the eligible equipment and/or services described are expressly subject to, and conditioned on, satisfaction of all the following conditions:

- (i) USAC approval of Applicant's request for funding through a formal Funding Commitment Decision Letter;
- (ii) Applicant's formal acceptance of the USAC approved funding; and
- (iii) Board Approval as required

Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. The term of this contract shall commence on:

July 1, 2021 and shall terminate on June 30, 2022 for recurring services.  
July 1, 2021 and shall terminate on September 30, 2022 for non-recurring services  
(or Service Delivery/Contract Extension Date as approved by USAC).

Total costs of the goods and services shall not exceed SLD Pre-Discount Amount of \$ 637,388.02

## ***FOR SERVICE PROVIDER***

## ***FOR APPLICANT***

**SPIN:**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** 3/9/21

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** 3/9/21

**Decatur 2021 C2 Detail Presidio - SPIN 143005378**
**CAD:** 3/9/21

**# Bids:** 1

**Contract Amount:** \$637,388.02

**Disc:** 85%

**Requested Amt:** \$541,779.82

**District Portion:** \$95,608.2

MHS

EHS

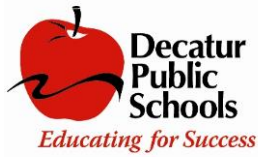
DC

Total  
Qty

Extended Cost  
per part

Cat	Function	Brand		Part #	Unit Cost					
IC	Sw	Cisco	C9500-48Y4C-EDU	Catalyst 9500 48-port x 1/10/25G and 4-port 40/100G , EDU	\$8,253.79	2	2	2	6	\$49,522.74
IC	Sw	Cisco	C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	\$737.57	2	2	2	6	\$4,425.42
IC	Sw	Cisco	C9500-DNA-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	\$4,249.82	2	2	2	6	\$25,498.92
IC	Sw	Cisco	GLC-TE=	1000BASE-T SFP transceiver module for Category 5 copper wire	\$165.40	1	1		2	\$330.80
IC	Cable	Cisco	SFP-H10GB-CU1M=	10GBASE-CU SFP+ Cable 1 Meter	\$38.27	3	3	3	9	\$344.43
IC	Sw	Cisco	C1000-24FP-4X-L	Catalyst 1000 24port GE, Full POE, 4x10G SFP	\$1,694.66	1			1	\$1,694.66
IC	Cable	Cisco	SFP-H10GB-CU3M=	10GBASE-CU SFP+ Cable 3 Meter	\$38.62	6	6	16	28	\$1,081.36
IC	Sw	Cisco	C1000-48FP-4X-L	Catalyst 1000 48port GE, Full POE, 4x10G SFP	\$2,948.53	1	2		3	\$8,845.59
IC	Sw	Cisco	C9200L-48P-4X-EDU	Catalyst 9200L 48-port PoE+ only, 4x10G uplinks, K12	\$2,555.16	1	3	3	7	\$17,886.12
IC	Sw	Cisco	PWR-C5-1KWAC/2	1KW AC Config 5 Power Supply - Secondary Power Supply	\$1,106.18	1	3	0	4	\$4,424.72
IC	Sw Lic	Cisco	C9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials, 48-port, 3 Year Term license	\$393.37	1	3	3	7	\$2,753.59
IC	Sw	Cisco	C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	\$460.91		3	3	6	\$2,765.46
IC	Cable	Cisco	STACK-T4-1M	1M Type 4 Stacking Cable	\$70.25		1		1	\$70.25
IC	Sw	Cisco	N9K-C93180YC-EX-24	Nexus 9300-EX w/24p 1/10/25G & 6p 40/100G	\$6,322.05			2	2	\$12,644.10
IC	Sw Lic	Cisco	C1A1TN9300XF-3Y	DCN Advantage Term N9300 XF, 3Y	\$6,555.15			2	2	\$13,110.30
IC	Sw Sup	Cisco	CON-SW-N9K0C943	SNTC-NO RMA Nexus 9300 w/ 24p 10/25G 6p 100G, upgr	\$256.90			2	2	\$513.80
IC	Sw	Cisco	PWR-C5-125WAC/2	125W AC Config 5 Power Supply - Secondary Power Supply	\$516.22			3	3	\$1,548.66
IC	Sw L/S	Meraki	LIC-MS225-24P-5YR	Meraki MS225-24P Enterprise License and Support, 5YR	\$322.88			27	27	\$8,717.76
IC	Sw L/S	Meraki	LIC-MS225-48FP-5YR	Meraki MS225-48FP Enterprise License and Support, 5YR	\$516.60			93	93	\$48,043.80
IC	Sw L/S	Meraki	LIC-MS320-24P-5YR	EOS Meraki MS320-24P Enterprise License and Support, 5YR	\$324.83			5	5	\$1,624.15
IC	Sw L/S	Meraki	LIC-MS320-48LP-5YR	EOS Meraki MS320-48LP Enterprise License and Support, 5YR	\$504.86			14	14	\$7,068.04
IC	Sw L/S	Meraki	LIC-MS350-24P-5YR	Meraki MS350-24P Enterprise License and Support, 5YR	\$446.16			1	1	\$446.16
IC	Sw L/S	Meraki	LIC-ENT-5YR	Meraki MR Enterprise License, 5YR	\$176.12			866	866	\$152,519.92
IC	UPS	Liebert		40kVA Nameplate Liebert EXM UPS, Configured for 2- 20KVA with N+1 Power & Control Models, w/ HPL Lithium ION Battery Module	\$78,273.26			1	1	\$78,273.26
IC	UPS	Liebert	MNR3EGW1-36MT79-3TL21A0A10-S-A	Geist 120/208 WYE 30AMP rPDU	\$619.50			12	12	\$7,434.00
IC	WAP	Cisco	9130AX	Access Points	\$698.94	80	80		160	\$111,830.40
IC	Licenses	Cisco	EDU-DNA-A-3Y	Wireless Cisco DNA On-Prem Advantage, 3Y	\$166.13			10	10	\$1,661.30
IC	Licenses	Cisco	E-LIC-C9800L-PERF=	Cisco 9800 Series Wireless Controller Upgrade License	\$3,336.64			2	2	\$6,673.28
IC	Install		Install	Install	\$65,635.03				1	\$65,635.03

**\$637,388.02**



## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> Logitech Crayons
<b>Initiated By:</b> Maurice Payne, Director of Information Technology	<b>Attachments:</b> Logitech Crayons – Apple Proposal
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

**BACKGROUND INFORMATION:**

The Information Technology (IT) Department Audit recommended that the department develop a “refresh plan” for the District’s one-to-one device program. The recommendation would be the 3<sup>rd</sup> year of our refresh plan to upgrade the high school iPads. As we upgrade devices, all student iPads in the district will be compatible with the Logitech crayon. IT previously purchased crayons and provided a small set to each building.

These crayons are used as a stylus to write directly on the iPad. The capability of annotating on the student iPad provides an enhanced instructional experience during classroom learning. *This purchase supports Teaching and Learning by providing students with technology to enhance their learning.*

**CURRENT CONSIDERATIONS:**

IT would purchase 2,000 Logitech crayons to split among buildings to add to their existing inventory.

**FINANCIAL CONSIDERATIONS:**

The total cost of this recommendation is \$99,900.00 and would be paid from CARES funds.

**STAFF RECOMMENDATION:**

The Administration respectfully requests that the Board of Education approve the Logitech Crayons purchase in the amount of \$99,900.00 as presented.

**RECOMMENDED ACTION:**

- ☒ Approval
- ☐ Information
- ☐ Discussion

**BOARD ACTION:**\_\_\_\_\_



# Proposal

**Proposal Number**

2110106154

**Account Number/Name**

531581

DECATUR PUBLIC SCHOOL DISTRICT 61

**Created On**

04/21/2021

**Created By**

Jennifer Tuggle

Thank you for creating your proposal, details are provided below. You can access this proposal from your [Apple Store for Education Institution](#) by searching proposal number 2110106154.

**Comments from Proposer:**

All buildings – Student iPads

Item	Product / Description	Total Quantity	Unit Price	Total Price
1	HM6V2ZM/A <b>Logitech Crayon (Education) for iPad</b>	2,000	49.95	99,900.00 USD
Subtotal				99,900.00 USD
Estimated Tax				0.00 USD
Total				99,900.00 USD

Please note that your order subtotal does not include sales tax or rebates. Sales tax and rebates, if applicable, will be added when your order is processed. Your order total may include estimated sales tax that is subject to change at the time your order is processed.

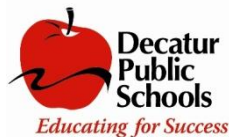
## How to Order

If you would like to convert this Proposal to an order, log into your [Apple Store for Education Institution](#) and select 'Proposal' from the pull-down menu. Search for this Proposal by entering the Proposal Number referenced above.

Note: A Purchaser login is required to order. Visit your [Apple Store for Education Institution](#) to login or create your Purchaser Apple ID.

The prices and specifications above correspond to those valid at the time the Proposal was created and are subject to change. Purchases are subject to the terms and conditions of your agreement with Apple and the Apple Store for Education Institution.





## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> Purchase of Boom Lift
<b>Initiated By:</b> Todd Covault, EdD, Chief Operational Officer	<b>Attachments:</b> <ul style="list-style-type: none"><li>• Specification Sheet</li><li>• Quote</li></ul>
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### **BACKGROUND INFORMATION:**

The District is in the process of replacing the doors and windows at Montessori Academy for Peace using internal Maintenance employees. Upon completion of Montessori, the District would use the man-lift in other buildings. The recent CARES Act funds allows for the replacement of doors and windows to be charged to the grant. *Providing a safe environment to work on District property is important to the Teaching and Learning experience.*

### **CURRENT CONSIDERATIONS:**

Over the years, the District has rented man-lifts to do work that requires maintenance to reach heights unobtainable by ladders. With the ongoing intensive efforts, it will be better suited to purchase the equipment. Buildings and Grounds would like to purchase a used 2012 80' JLG 800AJ man-lift (see attached specifications). The man-lift is in good working condition, gently used and all safety mechanisms have been inspected and are working as they should. The purchase of this unit would save the District by not having to rent this type of equipment which can cost upwards of \$4,500 per month. The unit is currently a rental at One Source Rental Sales and Service located in Decatur, IL.

Although the purchase is over \$25,000, normally requiring a formal bid, 10-20.21 of the School Code authorizes an exemption (x.) for purchasing equipment previously owned by some entity other than the District.

### **FINANCIAL CONSIDERATIONS:**

The equipment has been quoted to the District at \$39,999. The purchase would be submitted for reimbursement from the CARES Act funds.

### **STAFF RECOMMENDATION:**

The Administration respectfully requests that the Board of Education approve the purchase of the used 2012 80' JLG 800AJ man-lift from One Source in the amount of \$39,999 as presented.

### **RECOMMENDED ACTION:**

☒ Approval  
☐ Information  
☐ Discussion

**BOARD ACTION:** \_\_\_\_\_

# 800AJ

## ARTICULATING BOOM LIFT



### Performance

Platform Height	80 ft	24.38 m
Horizontal Outreach	51 ft 10 in.	15.8 m
Up and Over Height	32 ft 1 in.	9.78 m
Swing	360 Degrees Continuous	
Platform, Side Entry	36 x 96 in.	0.91 x 2.44 m
Platform Capacity-Unrestricted	500 lb	227 kg
Platform Rotator	180 Degrees Hydraulic	
Jib Length	6 ft	1.83 m
Jib Range of Articulation	130 Degrees (+70, -60)	
Weight**	34,738 lb	15,757 kg
Max. Ground Bearing Pressure	76 psi	5.3 kg/cm <sup>2</sup>
Drive Speed 2WD or 4WD	3.0 mph	4.8 km/h
Gradeability		
2WD	30%	
4WD	45%	
Tilt Cut Out	4 Degrees	
Turning Radius (Inside)		
2WS / 4WS	12 ft / 7 ft	3.66 m / 2.13 m
Turning Radius (Outside)		
2WS / 4WS	22 ft 6 in. / 14 ft 6 in.	6.86 m / 4.42 m

\*\*Certain options or country standards will increase weight.

### Standard Specifications

#### Power Source

Dual Fuel Engine		
GM Vortec 3000 MPFI	82 hp	61 kW
Diesel Engine		
Deutz TD2.9L4 Tier 4 Final	67 hp	50 kW
Fuel Tank Capacity	39 gal.	147.6 L

#### Hydraulic System

• Capacity	40 gal.	151.4 L
• Auxiliary Power	12V DC	

#### Tires

• Standard	18-625 Foam Filled
• Optional	18 x 625 Non Marking Foam Filled Tires
	18-22.5 Sand/Turf Foam Filled Tires

### Standard Features

- Oscillating Axle
- Articulating Jib
- Oscillating Axle
- 180 Degree Hydraulic Platform Rotator
- 110V-AC Receptacle in the Platform
- 4 Degree Tilt Alarm/Indicator Light
- Swing-Out Engine Tray
- 12V-DC Auxiliary Power
- Hourmeter
- Control ADE® System
- Proportional Controls
- Gull-Wing Hoods
- Hydrostatic Drive
- Platform Console Machine
- Status Light Panel
- Lifting/Tie Down Lugs
- Engine Distress Warning
- Rim Protector Lug Tread Tires
- Engine Distress Shutdown — Selectable via Analyzer
- All Motion Alarm
- Load Sensing System
- SkyGuard SkyLine™



### Accessories & Options

- Platform: 36 x 72 in. (0.91 x 1.83 m)
- Operator Tool Tray
- Fall Arrest Platform, Rear Entry: 30 x 72 in. (0.76 x 1.83 m)
- Inward Self-Closing Swinging Gate
- Soft Touch System: 6 ft/8 ft
- SkySense™
- 43.5 lb (19.7 kg) Propane Tank
- Cold Weather Start Kit (GM)<sup>1</sup>
- Cold Weather Start Kit (Deutz)<sup>1</sup>
- Hostile Environment Kit<sup>2</sup>
- Light Package<sup>3</sup>
- Flashing Amber Beacon
- Arctic Package<sup>4</sup>
- SkyWelder®
- SkyPower® Package — 7500 Watt Generator, power cable to platform, 1/2 in. Air Line to Platform

\* Provides indicator lights at platform control console for system distress, 5 degree tilt light, and foot switch status.

1. Includes glow plugs (Diesel), battery heater, oil tank heater.

2. Includes console cover, boom wipers and cylinder bellows.

3. Includes head and tail lights, platform worklights and beacon.

4. Includes arctic hydraulic hoses (drive and steer only) and main boom cable, arctic hydraulic oil, extreme cold engine oil, fuel conditioner, engine block heater, battery blanket, glow plugs, hydraulic tank heater, and oversized footswitch.

Note: Some options may increase lead time, and some option combinations may not be available.

Additional accessories and options available via JLG Aftermarket.

# 800AJ

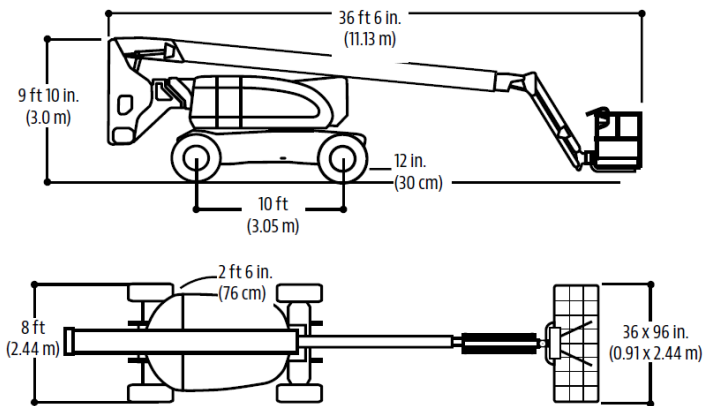
## ARTICULATING BOOM LIFT



### Dimensions

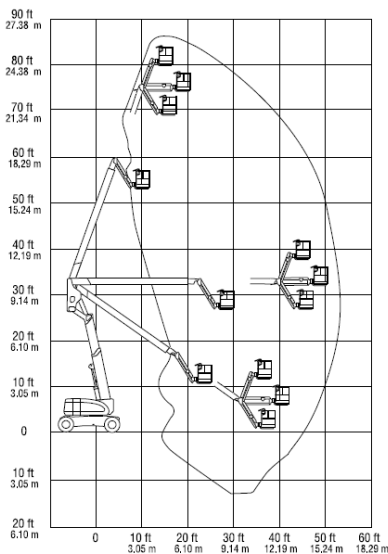
All dimensions are approximate.

#### 800AJ



### Reach Diagram

#### 800AJ



### The JLG "1 & 5" Warranty

We provide coverage for one (1) full year, and cover all specified major structural components for five (5) years. Due to continuous product improvements, we reserve the right to make specification and/or equipment changes without prior notification. This machine meets or exceeds applicable ANSI and CSA requirements based on machine configuration as originally manufactured for intended applications. Please reference the serial number plate on the machine for additional information.

Part No.: 3131108  
R1020\_A92.20  
Printed in USA



**JLG Industries, Inc.**  
1 JLG Drive  
McConnellsburg, PA 17233-9533  
Telephone 717-485-5161  
Toll-free in US 877-JLG-LIFT  
Fax 717-485-6417  
[www.jlg.com](http://www.jlg.com)

**An Oshkosh Corporation Company**



4041 N. BRUSH COLLEGE ROAD  
 DECATUR, IL 62521  
 217-872-0980

**Job Site:**

DECATUR PUBLIC SCH.DIST.61  
 PURCHASE OF 800AJ  
 DECATUR, IL 62521

C#: 217-362-3023 J#: 217-362-3023

**Customer: 3006365**

DECATUR PUBLIC SCH.DIST.61  
 101 W. CERRO GORDO  
 DECATUR, IL 62523

**Remit To:**

ONE SOURCE EQUIPMENT RENTALS  
 75 REMITTANCE DR DEPT 3140  
 CHICAGO, IL 60675-3140  
 217-872-0980

## EQUIPMENT SALE QUOTE COPY

Invoice #... 63131  
 Invoice date 4/08/21

Quote date.. 5/08/21 13:55  
 Job Loc..... PURCHASE OF 800AJ, DECAT  
 Job No..... 29- DECATUR PUBLIC S  
 P.O. #.....  
 Ordered By.. DANNY HAINLINE  
 Terms..... Net 10 Days  
 Written by.. STEVE STINE

Salesman... 001106

Qty	Equipment #	Price	Amount
1	320195 CC: 020-0760 80' ART. BOOM W/ JIB Make: JLG Model: 800AJ To be fitted with gate style door	39999.00 DSL Serial #: 0300164285	39999.00
Sub-total:			39999.00
Exempt:			
Total:			39999.00

**QACX14H37D** **STEVE STINE**

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE	MULTIPLE SHIFTS OR OVERTIME RATES APPLY	CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES OR REPAIRS
---	--	--

Lessee acknowledges receipt of operating instructions. Lessee assumes responsibility to adequately instruct subsequent operators and will permit only competent and qualified personnel to operate equipment. Lessee acknowledges that during the term of the lease, Lessor has no responsibility over the equipment's proper application, operation and conformance to operating and safety premises. Lessee will cease using equipment and call One Source Equipment Rentals, LLC for service if unit fails to operate properly.

This piece of equipment shall be used no more than eight (8) hours in any one day, nor more than five (5) days in any one week (except as provided in paragraph 4 hereof). Additional charges may result from neglected maintenance, improper use or excessive clean-up.

Rental terminates when One Source Equipment Rentals, LLC is notified and a termination number is assigned. Failure to comply constitutes additional rental charges.

All deliveries are subject to the terms and conditions on the reverse side.

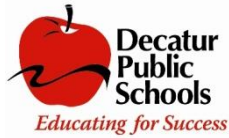
I have read and agree to the terms of this rental contract and acknowledge receipt of the above stated equipment.

**X**

CUSTOMER SIGNATURE	DATE	NAME PRINTED	DELIVERED BY	DATE
--------------------	------	--------------	--------------	------

Terms: Payment Due Net 10 - Delinquency charges, at the maximum monthly rate allowed by law, will apply 30 days from the date of invoice.

\*\* WWW.ONESOURCERENTAL.COM \*\*



## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> Bids for Johns Hill Auditorium Lighting
<b>Initiated By:</b> Todd Covault, EdD, Chief Operational Officer	<b>Attachments:</b> Bid Tabulation Form
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### BACKGROUND INFORMATION:

The auditorium lighting was not part of the scope for the new Johns Hill auditorium due to the specialized nature of theater lighting. With the supports of BLDD, the bid specifications were created for the auditorium lighting (Bid #1) as well as the Yoga Studio (Black Box) (Bid #2). The project provided an allowance of \$106,900 to support this purchase. *Having premier lighting for the Johns Hill fine arts program supports the efforts of Teaching and Learning.*

### CURRENT CONSIDERATIONS:

The District obtained four bids for the auditorium lighting. The lowest bid is from Associated Theatrical Contractors in the amount of \$96,652 (Bid #1) and \$11,298 (Bid #2) for a total of \$107,950.

### FINANCIAL CONSIDERATIONS:

The lighting project would be paid from the Johns Hill project allowances.

### STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Bid Packages #1 and #2 to Associated Theatrical Contracts in the amount of \$107,950 as presented.

### RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

**BOARD ACTION:** \_\_\_\_\_



(844) 784-4440

BLDD.COM

## Bid Tabulation Form

DATE: 4/15/2021

TIME: 2:30 p.m.

PROJECT NAME: Performance Lighting Package at Johns Hill Magnet School

CLIENT: DPS District #61

LOCATION: E - Bid

BLDD PROJECT: 186EX16.400

Contractor	Bid Bond	Addendum 1 & 2 Received		Bid Package #1 All work associated with the material & delivery of the performance lighting for the Main Auditorium	Bid Package #2 All work associated with the material & delivery of the performance lighting for the Studio	Total
Associated Theatrical Contractors	None	Yes		\$ 96,652.00	\$ 11,298.00	
Barbizon	5%	Yes		\$ 110,910.02	\$ 10,657.68	
Intelligent Lighting Creations	None	Yes		\$ 108,208.00	\$ 19,744.00	
MainStage Theatrical Supply	5%	No		\$ 115,806.00	\$ 10,383.00	



## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> Accept Bid for Site Improvements at Parsons
<b>Initiated By:</b> Todd Covault, EdD, Chief Operational Officer, and Mary Ann Schloz, Assistant Director of Finance	<b>Attachments:</b> <ul style="list-style-type: none"><li>• Bid Tabulations</li><li>• Minority Business Enterprise (MBE) Review</li></ul>
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### BACKGROUND INFORMATION:

The facility improvements and associated increases in student populations, bus traffic, staff, and parental traffic provides concern about the capacity for the sites around the respective buildings to address the associated parking, increased traffic, and ability for students to walk to/from school safely. *Providing updated facilities for District students supports the efforts of Teaching and Learning.*

### CURRENT CONSIDERATIONS:

Parsons Elementary School was evaluated for recommended improvements. The scope of the site was developed with the support of the District's Architect, BLDD, and let for bids.

The District received three bids for the Parsons Elementary School Site Work with the low bid from Entler Excavating.

- Award Base Bid \$586,000
- Reject Alternate Bid (\$38,690)

Entler Excavating has met the Decatur Public School District's Minority Business Enterprise goal.

### FINANCIAL CONSIDERATIONS:

Accept the base bid from Entler Excavating in the amount of \$586,000 which would be paid from the Capital Projects Fund (60).

### STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education accept and approve the base bid from Entler Excavating in the amount of \$586,000 as presented.

### RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

**BOARD ACTION:** \_\_\_\_\_



April 21, 2021

Board of Education  
Decatur Public School District #61  
101 W. Cerro Gordo  
Decatur, IL 62523

Re: Summer 2021 Site Work – Parsons Elementary School  
BLDD Project # 186EX16.400A  
**BID TABULATION**

Enclosed is the Bid Tabulation Form showing the results of the bids opened for the DPS Summer 2021 Parsons Site Work. We have reviewed the bids and it appears that they are all in order; however, the Good Faith Effort Evaluation and Recommendation for Minority Business Enterprise (MBE) is currently under review.

Please advise if the Owner intends to accept the Base Bid and Alternate Bid as submitted by the contractors shown below as the apparent low bidder for each package.

Project Name	Base Bid	Alternate Bid	Apparent Low Bidder
Parsons Elementary School	\$586,000	E-1 (\$38,690)	Entler Excavating

In the interest of material longevity, it is my recommendation to only accept the Base Bid in the amount of \$586,000 and not to take the alternate bid E-1.

We recommend maintaining a construction contingency of approximately 5% of the bid amount to cover unforeseen conditions that may occur during construction.

Please notify us of the board's actions concerning these bids, as well as your time frame for establishing a pre-construction conference and issuing a Notice to Proceed.

Sincerely,

BLDD Architects, Inc.

A handwritten signature in blue ink, appearing to read "Kimberly A. Kurtenbach", is written over a light blue horizontal line.

Kimberly A. Kurtenbach, AIA, LEED AP, REFP

H:\C\186EX16.400A DPS Summer 2021 Site Work\Correspondance\Owner\Parsons Site Work-Bid Tab Ltr.docx



## Bid Tabulation Form

**PROJECT NAME:** Summer 2021 Site Work  
**Parsons Elementary**  
**CLIENT:** Decatur Public School District 61  
**LOCATION:** via Zoom  
**BLDD PROJECT:** 186EX16.400A

**DATE:** 4/21/2021

**TIME:** 9:00 a.m.

Contractor	Bid Bond	Addendum Received		Parsons Site Work	Alternate E-1 Asphalt in Lieu of Concrete @ Parsons Elementary School	Notes
Christy-Foltz, Inc.	5%	Yes		\$605,852.00	(\$2,000.00)	\$603,852.00
Entler Excavating	5%	Yes		\$586,000.00	(\$38,690.00)	\$547,310.00
Otto Baum Company, Inc.	5%	Yes		\$753,867.00	No Bid	\$753,867.00



April 21, 2021

Dr. Todd Covault

Chief Financial Officer

Decatur Public School District #61

And

Mary Ann Schloz

Assistant Director of Finance, Grants, and Special Projects

Decatur Public Schools 61

101 W. Cerro Gordo Street

Decatur, IL 62523

RE: Minority Business Enterprise (MBE) Goal Achievement—RE-Bid Summer Site Work Parsons Elementary Bid Opening April 21

Dear Dr. Covault and Ms. Mary Ann Scholz:

The results from the re-bid of Summer Site Work Parsons Elementary is as follows.

The apparent low bidder is Entler Excavating, Inc. with a base bid of \$586,000. Entler Excavating Inc. met and exceeded the Decatur Public School District MBE goal of 15.00% achieving 17.26% using Jones Electrical Contractors, Inc. for 14.20% and Marengo Enterprises for 3.06%.

The next apparent low bidder was Christy-Foltz, Inc. with a base bid of \$605,852 with an MBE utilization plan that yielded 13.74%.

The next apparent low bidder was Otto Baum, Inc. with a base bid of \$753,867 with an MBE utilization plan of 15.06%.

Entler Excavating, Inc. as the apparent low bidder and having met Decatur Public School District's MBE goal is eligible to move to the next phase of the bid and award process.

No good faith effort is required.

Sincerely,

Fred Coleman III, Ph.D.

Coleman and Associates, Inc.

MBE Consultant to DPSD #61

C: Dr. Paul Fregeau, Superintendent

Kim Kurtenbach, Project Principal, BLDD Architects



## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> Reject Bid for Site Improvements at Montessori Academy for Peace
<b>Initiated By:</b> BLDD Architects	<b>Attachments:</b> None
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### BACKGROUND INFORMATION:

The facility improvements and associated increases in student populations, bus traffic, staff, and parental traffic provides concern about the capacity for the sites around the respective buildings to address the associated parking, increased traffic, and ability for students to walk to/from school safely. *Providing updated facilities for District students supports the efforts of Teaching and Learning.*

### CURRENT CONSIDERATIONS:

Late Friday Afternoon the Administration was advised of the following by BLDD:

The Board awarded the Montessori project (Bid Package C plus Alternate C-1 and C-2) to the low bidder at the April 13, 2021 Board of Education meeting. The low bidder upon receiving the award notice with contract for the Montessori Site Work project, revisited the bid and found a large error. As such, they asked to withdraw their bid.

**Please note:** The second lowest bidder was \$144,613 more than the bid that was approved by the Board.

### FINANCIAL CONSIDERATIONS:

Rejecting the current bid would have no immediate financial impact.

### STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the recommendation that all bidders are to be notified that all bids are REJECTED and the Decatur Public School District 61 Summer 2021 Site Work Bid Package C will be rebid.

### RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

**BOARD ACTION:** \_\_\_\_\_

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

DATE/TIME: April 13, 2021

3:00 PM

LOCATION: Montessori Academy for Peace  
4735 E. Cantrell Street  
Decatur, IL 62521

PRESENT: Beth Nolan, President  
Kendall Briscoe (joined at 4:47 PM)  
Regan Lewis  
Andrew Taylor  
Courtney Carson, Vice President  
Beth Creighton  
Dan Oakes

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

President Nolan called the meeting to order at 3:00 PM.

TOPIC	DISCUSSION	ACTION
<b>Call for Closed Executive Session</b>	President Nolan called the meeting to order and moved into Closed Executive Session to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body, and discussion of collective negotiating matters between the Board and representatives of its employees, seconded by Vice President Carson.  Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Lewis, Nolan, Oakes, Taylor, Carson, Creighton Nay: None Absent: Briscoe (joined at 4:47 PM) Roll Call Vote: 6 Aye, 0 Nay, 1 Absent	Board moved to Closed Executive Session at 3:00 PM.
<b>Return to Open Session</b>	President Nolan motioned to return to Open Session, seconded by Mr. Taylor. All were in favor.	Returned to Open Session at 4:56 PM.
<b>Call for Public Hearing – Decatur Public Schools Modify School Code 105 ILCS 5/2-3.25g and 105 ILCS 5/24-2</b>	President Nolan opened the Public Hearing at 6:30 PM and noted for the Board and public that this hearing, per state regulation, was to give an opportunity to the public and Board Members to present any written or oral testimony and/or comments on the subject to Modify School Code 105 ILCS 5/24-2-3.25g Holidays in that Casimir Pulaski and Veterans Days would be granted as Commemorative Holiday status to allow student attendance for the 2021-2022 school year.  Please note that all legal notices were properly sent, as appropriate, for this Public Hearing.  President Nolan asked if any written comments had been received or if anyone wanted to present written comments. None was received and none was presented.  President Nolan asked if anyone wished to speak on this subject. No one asked to speak.	Public Hearing was held from 6:30 – 6:32 PM.

TOPIC	DISCUSSION	ACTION
	President Nolan asked if any Board Members wanted to comment and/or submit written testimony on this subject. None was received and no one asked to speak.	
	President Nolan noted she had given an opportunity for public participation, oral and written testimony, and then declared the public hearing closed at 6:32 PM.	
<b>Open Session Continued</b>	President Nolan noted that the Board of Education had been in Closed Executive Session to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body, and discussion of collective negotiating matters between the Board and representatives of its employees. No action was taken during Closed Executive Session.	Information only.
<b>Pledge of Allegiance</b>	President Nolan led the Pledge of Allegiance.	
	President Nolan stated to the listening audience, "Because of the COVID 19 crisis and the Governor's disaster declarations, this meeting was not fully open. A fully in-person meeting was not practical or prudent because of COVID 19."	Information only.
	Please note: The Board of Education had returned to "in-person" Board meetings while following the CDC guidelines regarding mask requirements, social distancing etc.	
<b>Approval of Agenda, April 13, 2021</b>	Superintendent Fregeau recommended the Board approve the April 13, 2021 Open Session Board Meeting agenda as presented.	Agenda was approved as presented.
	Mr. Oakes moved to approve the recommendation, seconded by Mrs. Briscoe. All were in favor.	
<b>Public Participation</b>	President Nolan noted that during Public Participation, the Board of Education asked for the following: <ul style="list-style-type: none"> <li>• Identify oneself and be brief.</li> <li>• Any public comments received will be read during this time.</li> <li>• Comments should be limited to 3 minutes.</li> </ul> <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>Dr. Jeanelle Norman, President of NAACP, spoke to the Board regarding the Resolution on Racism that was adopted in 2020 and how the Board would like to resolve racial issues.</p>	Information only.

TOPIC	DISCUSSION	ACTION
	In Decatur, African-Americans were prevented from moving into the highest level in the work place and this was a racial in-justice. Upward mobility for whites has been a standard practice in District 61. However, upward mobility was a problem for some blacks to achieve. The Resolution on Racism should be the School Board's guiding light and it was their time to do what was fair.	
	Al Scheider, DPS Employee, spoke to the Board regarding the following:	
	<ul style="list-style-type: none"> <li>Community service hours <ul style="list-style-type: none"> <li>Had the Board officially approved the reduction of hours (3 hours per each semester) for the class of 2021?</li> </ul> </li> <li>Effects of the pandemic <ul style="list-style-type: none"> <li>This has been devastating to our students.</li> <li>Is there summer school in July too for all students?</li> <li>The students had a very poor performance this year and summer school in June and July would be very helpful. Students were interested for in-person summer school.</li> <li>Waiver for Driver's Ed.</li> </ul> </li> <li>The COVID relief funds should be used towards recovering from the effects of the pandemic and should be our highest priority.</li> </ul>	
	Pat West, Chairman of MetroBlack Chamber, spoke to the Board regarding an Interim Superintendent. See the attached letter.	
	Please see the attached letter that was read during public participation.	
<b>Board and/or Other Committee Report</b>	None at this time.	Information only.
<b>Student Ambassadors</b>	Daniel Flores, Student Ambassador, stated that he was impressed with the renovations at Montessori Academy for Peace. He was happy with what was happening in the District and the focus on Fine Arts.	Information only.
<b>Board Discussion</b>	Mrs. Creighton noted that the first round of training was completed with Dr. Campbell on March 30, 2021. She would like to see the next training on the calendar for the new Board Members and the building principals.	Information only.
<b>Resolution on Racism</b>	Mrs. Briscoe noted that the committee met and Chief Getz joined. The committee needs more students and parents. There was a lot of good dialogue regarding the timing for the Resolution on Racism. Chief Getz would like his folks to be used as a resource in our schools. The District needs to define their purpose.	
	Mrs. Lewis noted that the MTSS will meet on April 15, 2021 and she was looking forward with continuing the work on Section 9 from the Resolution on Racism.	

TOPIC	DISCUSSION	ACTION
<b>Reports from Admins</b> <b>1<sup>st</sup> Read 2021-2022 Athletic Plan</b>	Joe Caputo, Athletic Consultant, presented information regarding IESA and IHSA for next school year (see attached power point).  The Middle and High School Handbooks and the below monetary summary request will be recommended for approval during the April 27, 2021 Board of Education meeting. <b>2021-2022 Summary Request</b> <ul style="list-style-type: none"> <li>• \$0 High School Athletics Policy Handbook</li> <li>• \$0 Middle School Athletics Parent/Student Guide</li> <li>• \$7,602 Five Year Uniform Rotation Varsity/JV Volleyball</li> <li>• \$10,035 American Dreamer 8<sup>th</sup> Grade Athletics</li> <li>• \$1,090 Middle School IESA Wrestling Co-Op</li> <li>• \$1,500 Youth Wrestling Pilot Assistant Coaches Non-Schedule B</li> </ul> <b>Total Monetary Asking = \$20,227.00</b>	Information only.
<b>1<sup>st</sup> Read 2021-2022 Code of Conduct and Parent Handbook</b>	Lawrence Trimble, Director of Student Services, presented a first read (changes) on the Student Code of Conduct and Parent Handbook for the 2021-2022 school year (see attached power point).  The final 2021-2022 Student Code of Conduct and Parent Handbook will be recommended for approval during the April 27, 2021 Board of Education meeting.	Information only.
<b>1<sup>st</sup> Read Security Resource Officer (SRO) Agreement</b>	Henry Walker, Director of Operations, presented a first read on the Security Resource Officer (SRO) Agreement with the City of Decatur (see attached power point). This agreement relates to Section 10 of the Resolution on Racism.  The agreement will automatically renew for one year, unless either party serves a notice of termination by May 15 of the year prior to the start of the new school year.  The final 2021-2022 continuation of the School Resource Officers Intergovernmental Agreement will be recommended for approval during the April 27, 2021 Board of Education meeting.	Information only.
<b>Fine Arts Programming District-wide</b>	Marie Jagger-Taylor, Arts Education Specialist, presented information regarding the Fine Arts Programming District-wide (see attached power point). Some upcoming initiatives were as follows: <ul style="list-style-type: none"> <li>• Offering programs through extended learning clubs and camps.</li> <li>• Enhancing student's skills sets through vertical alignment in VAPA curriculum.</li> <li>• Creating Art experiences with community stakeholders for our students (Park District, Arts Council, Children's Museum, Millikin University etc.).</li> <li>• On-going efforts to diversify curriculum and shift the culture of Arts integration.</li> <li>• Expanding Arts Education offerings district-wide: <ul style="list-style-type: none"> <li>○ Johns Hill: Pending BOE approval: FT Theatre Teacher and Dance Teacher split at Johns Hill and Muffley.</li> <li>○ Including Dance as a P.E. component K-12.</li> </ul> </li> </ul>	Information only.



TOPIC	DISCUSSION	ACTION
	<ul style="list-style-type: none"> <li>○ Evaluate secondary Arts offerings and pathways.</li> </ul> <p>The Board of Education appreciated the increase in staff in the Fine Arts area.</p>	
<b>Impact of the BOLD Plan</b>	<p>Superintendent Fregeau introduced a video that was shown regarding the purpose of the <b>BOLD</b> plan. This can be found on our website as follows:  <a href="http://www.dps61.org">www.dps61.org</a> ~ Our District ~ School Board ~ Board of Education Meeting Videos ~ April 13 2021 Board of Education Meeting.</p> <p>Superintendent Fregeau and other building Administrators presented information and progress of the <b>BOLD</b> plan from when it began to where the District was at this time (see attached power point).</p> <p>Mrs. Briscoe noted that in the past four (years) there was hard work and decisions made by the Board of Education and administration, but it was the right thing to do. The decisions made were to support teaching and learning and our students.</p>	Information only.
<b>Personnel Action Items</b>	<p>Superintendent Fregeau recommended the Board approve the Personnel Action Items listed in the Memo from Deanne Hillman, Director of Human Resources, as presented.</p> <p>Mrs. Creighton moved to approve the recommendation, seconded by Mr. Oakes. Hearing no questions, President Nolan called for a Roll Call Vote:  Aye: Taylor, Oakes, Carson, Briscoe, Creighton, Lewis, Nolan  Nay: None  Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	<p>Motion carried. Personnel Action Items were approved as presented.</p>
<b>Administrator Salary Table for 2021-2022 School Year</b>	<p>Superintendent Fregeau recommended the Board approve the Administrator Salary Table for 2021-2022 School Year as presented, with the adjustment to remove Beth Poynton's name due to her submission of a resignation letter.</p> <p>Mr. Taylor moved to approve the recommendation, seconded by Vice President Carson.</p> <p>President Nolan noted that Mrs. Creighton would abstain from this vote and Mr. Oakes would not abstain.</p> <p>President Nolan noted that her concern was there were some wide disparities with enrollment and that equity was important. The recommended salary schedule was equal, but not equitable.</p> <p>Hearing no questions, President Nolan called for a Roll Call Vote:  Aye: Oakes, Taylor, Lewis  Nay: Nolan, Carson, Briscoe  Abstain: Creighton  Roll Call Vote: 3 Aye, 3 Nay, 1 Abstain</p>	<p>Motion <b>denied</b>. Administrator Salary Table for 2021-2022 School Year did not pass.</p>

TOPIC	DISCUSSION	ACTION
<b>Teamsters Contract July 01, 2021-June 30, 2025</b>	<p>Superintendent Fregeau recommended the Board approve the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America Local Union No. 916 Contract, July 01, 2021 through June 30, 2025 as presented.</p> <p>Vice President Carson moved to approve the recommendation, seconded by Mrs. Creighton. Hearing no questions, President Nolan called for a Roll Call Vote:  Aye: Oakes, Nolan, Lewis, Briscoe, Taylor, Carson, Creighton  Nay: None  Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	<p>Motion carried. Teamsters Contract July 01, 2021-June 30, 2025 was approved as presented.</p>
<b>DPS 61 2021-2022 School Calendar</b>	<p>Superintendent Fregeau recommended the Board approve the Decatur Public School District 61 2021-2022 School Calendar as presented.</p> <p>Vice President Carson moved to approve the recommendation, seconded by Mrs. Briscoe. Hearing no questions, President Nolan called for a Roll Call Vote:  Aye: Briscoe, Taylor, Lewis, Carson, Creighton, Nolan, Oakes  Nay: None  Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	<p>Motion carried. DPS 61 2021-2022 School Calendar was approved as presented.</p>
<b>Resolution to Release the Closed Session Audio</b>	<p>President Nolan recommended the Board of Education Adopt the Resolution to Release the Closed Session Audio.</p> <p>Mr. Oakes moved to approve the recommendation, seconded by Mrs. Creighton.</p> <p>President Nolan that the tapes would be posted to the DPS website and there was no need to FOIA this information. These were sections of the audio tapes deemed appropriate for Open Session (see attached resolution). The audio will be on the Board of Education tab where other Board meeting videos were located.</p> <p>Hearing no questions, President Nolan called for a Roll Call Vote:  Aye: Carson, Creighton, Taylor, Briscoe, Oakes, Lewis, Nolan  Nay: None  Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	<p>Motion carried. Resolution to Release the Closed Session Audio was approved as presented.</p>
<b>High School iPad Refresh</b>	<p>Superintendent Fregeau recommended the Board approve the High School iPad Refresh as presented.</p> <p>Mrs. Creighton moved to approve the recommendation, seconded by Vice President Carson. Hearing no questions, President Nolan called for a Roll Call Vote:  Aye: Nolan, Briscoe, Lewis, Oakes, Creighton, Taylor, Carson  Nay: None  Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	<p>Motion carried. High School iPad Refresh was approved as presented.</p>

TOPIC	DISCUSSION	ACTION
<b>High School iPad Case Bid</b>	<p>Superintendent Fregeau recommended the Board approve the High School iPad Case Bid as presented.</p> <p>Vice President Carson moved to approve the recommendation, seconded by Mrs. Creighton. Hearing no questions, President Nolan called for a Roll Call Vote:  Aye: Creighton, Nolan, Taylor, Briscoe, Oakes, Carson, Lewis  Nay: None  Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	<p>Motion carried. High School iPad Case Bid was approved as presented.</p>
<b>Staff iPad Pro Purchase</b>	<p>Superintendent Fregeau recommended the Board approve the Staff iPad Pro Purchase as presented.</p> <p>Mrs. Creighton moved to approve the recommendation, seconded by Vice President Carson. Hearing no questions, President Nolan called for a Roll Call Vote:  Aye: Briscoe, Taylor, Lewis, Carson, Creighton, Nolan, Oakes  Nay: None  Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	<p>Motion carried. Staff iPad Pro Purchase was approved as presented.</p>
<b>Bids for Demolition of Johns Hill, including Quonset Hut, and Oak Grove</b>	<p>Superintendent Fregeau recommended the Board approve and award the Bids for the Demolition of Johns Hill, which includes the Quonset Hut, and Oak Grove as presented.</p> <p>Mrs. Lewis moved to approve the recommendation, seconded by Mr. Oakes. Hearing no questions, President Nolan called for a Roll Call Vote:  Aye: None  Nay: Taylor, Lewis, Oakes, Carson, Nolan, Briscoe, Creighton  Roll Call Vote: 0 Aye, 7 Nay, 0 Absent</p>	<p>Motion <b>denied</b>. Bids for Demolition of Johns Hill, including Quonset Hut, and Oak Grove did not pass.</p>
<b>Bid for In Ground Vehicle Lift for B&amp;Gs</b>	<p>Superintendent Fregeau recommended the Board approve and award the Bid for the In-Ground Vehicle Lift for Buildings and Grounds as presented.</p> <p>Vice President Carson moved to approve the recommendation, seconded by Mr. Taylor. Hearing no questions, President Nolan called for a Roll Call Vote:  Aye: Creighton, Nolan, Taylor, Briscoe, Oakes, Carson, Lewis  Nay: None  Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	<p>Motion carried. Bid for In Ground Vehicle Lift for B&amp;Gs was approved as presented.</p>
<b>Bids for Montessori Doors and Windows and Secure Entryway for Parsons and Franklin-Grove Schools</b>	<p>Superintendent Fregeau recommended the Board approve and award the Bids for Montessori Academy for Peace Doors and Windows and Secure Entryway Storefront for Parsons Elementary School and Franklin Grove Elementary School as presented.</p> <p>Mrs. Creighton moved to approve the recommendation, seconded by Mrs. Lewis. Hearing no questions, President Nolan called for a Roll Call Vote:  Aye: Taylor, Oakes, Carson, Briscoe, Creighton, Lewis, Nolan  Nay: None  Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	<p>Motion carried. Bids MAP Doors-Windows and Entryway for Parsons and Franklin-Grove were approved as presented.</p>

TOPIC	DISCUSSION	ACTION
<b>Bids for Roof Work</b>	<p>Superintendent Fregeau recommended the Board approve and award the Bids for the Roof Work as presented.</p> <p>Mr. Taylor moved to approve the recommendation, seconded by Mrs. Creighton. Hearing no questions, President Nolan called for a Roll Call Vote:  Aye: Carson, Creighton, Taylor, Briscoe, Oakes, Lewis, Nolan  Nay: None  Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	Motion carried. Bids for Roof Work were approved as presented.
<b>Bids for Gymnasium Repair-Refinishing</b>	<p>Superintendent Fregeau recommended the Board approve and award the Bids for the Gymnasium Repair/Refinishing as presented.</p> <p>Mrs. Creighton moved to approve the recommendation, seconded by Vice President Carson. Hearing no questions, President Nolan called for a Roll Call Vote:  Aye: Lewis, Oakes, Creighton, Carson, Briscoe, Nolan, Taylor  Nay: None  Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	Motion carried. Bids for the Gymnasium Repair/Refinishing were approved as presented.
<b>Bids for Site Improvements for Johns Hill, Franklin Grove, Montessori, Muffley, South Shores</b>	<p>Superintendent Fregeau recommended the Board approve and award the Bids for the Site Improvements at the following schools as presented:</p> <ul style="list-style-type: none"> <li>• Johns Hill Magnet School</li> <li>• Franklin Grove Elementary School</li> <li>• Montessori Academy for Peace</li> <li>• Muffley Elementary School</li> <li>• South Shores Elementary School</li> </ul> <p>Mrs. Creighton moved to approve the recommendation, seconded by Mrs. Lewis. Hearing no questions, President Nolan called for a Roll Call Vote:  Aye: Briscoe, Taylor, Lewis, Carson, Creighton, Oakes  Nay: None  Abstain: Nolan  Roll Call Vote: 6 Aye, 0 Nay, 1 Abstain</p>	Motion carried. Bids for Site Improvements for Johns Hill, Franklin Grove, Montessori, Muffley and South Shores were approved as presented.
<b>REJECT Bids for Parsons Elementary School</b>	<p>Superintendent Fregeau recommended the Board approve to <b>REJECT</b> the Bids for Parsons Elementary School as presented.</p> <p>Mr. Oakes moved to approve the recommendation, seconded by Vice President Carson. Hearing no questions, President Nolan called for a Roll Call Vote:  Aye: Carson, Lewis, Briscoe, Creighton, Taylor  Nay: Oakes  Abstain: Nolan  Roll Call Vote: 5 Aye, 1 Nay, 1 Abstain</p>	Motion carried. Bids for Parsons were approved to be <b>rejected</b> as presented.

TOPIC	DISCUSSION	ACTION
<b>ARA Contract Extension for Food Management and Allowable Billable Minimum Wage Agreement</b>	<p>Superintendent Fregeau recommended the Board approve the Aramark Contract Extension for Food Management Services and Allowable Billable Minimum Wage Agreement as presented.</p> <p>Mrs. Creighton moved to approve the recommendation, seconded by Mr. Taylor. Hearing no questions, President Nolan called for a Roll Call Vote:  Aye: Taylor, Oakes, Carson, Briscoe, Creighton, Lewis, Nolan  Nay: None  Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	<p>Motion carried. ARA Extension and Allowable Billable Minimum Wage Agreement was approved as presented.</p>
<b>Intergovernmental Agreement with the City of Decatur for Fiber Infrastructure</b>	<p>Superintendent Fregeau recommended the Board approve the Intergovernmental Agreement with the City of Decatur for Fiber Infrastructure as presented.</p> <p>Vice President Carson moved to approve the recommendation, seconded by Mr. Taylor. Hearing no questions, President Nolan called for a Roll Call Vote:  Aye: Lewis, Oakes, Creighton, Carson, Briscoe, Nolan, Taylor  Nay: None  Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	<p>Motion carried. Agreement with City of Decatur for Fiber Infrastructure was approved as presented.</p>
<b>Consortium for Educational Change (CEC) Professional Development Contract for Equity and Anti-Racism</b>	<p>Superintendent Fregeau recommended the Board approve the Consortium for Educational Change (CEC) Professional Development Contract for Equity and Anti-Racism as presented.</p> <p>Vice President Carson moved to approve the recommendation, seconded by Mrs. Creighton. Hearing no questions, President Nolan called for a Roll Call Vote:  Aye: Oakes, Carson, Lewis, Briscoe, Creighton, Taylor, Nolan  Nay: None  Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	<p>Motion carried. CEC PD Contract for Equity and Anti-Racism was approved as presented.</p>
<b>Promethean Boards for MPSED and Early Childhood Programs</b>	<p>Superintendent Fregeau recommended the Board approve the Purchase of Promethean Boards for Macon-Piatt Special Education (MPSED) and Early Childhood Programs as presented.</p> <p>Vice President Carson moved to approve the recommendation, seconded by Mrs. Creighton. Hearing no questions, President Nolan called for a Roll Call Vote:  Aye: Creighton, Nolan, Taylor, Briscoe, Oakes, Carson, Lewis  Nay: None  Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	<p>Motion carried. Promethean Boards for MPSED and Early Childhood Programs were approved as presented.</p>
<b>Comcast 3 year Contract Providing the District's Wide Area Network</b>	<p>Superintendent Fregeau recommended the Board approve the Comcast Three (3)-year Contract Providing the District's Wide Area Network as presented.</p> <p>Mrs. Briscoe moved to approve the recommendation, seconded by Mr. Taylor. Hearing no questions, President Nolan called for a Roll Call Vote:  Aye: Briscoe, Taylor, Lewis, Carson, Oakes, Nolan, Creighton  Nay: None</p>	<p>Motion carried. Comcast 3 year Contract for District's Wide Area Network was approved as presented.</p>

TOPIC	DISCUSSION	ACTION
	Roll Call Vote: 7 Aye, 0 Nay, 0 Absent	
<b>Substantial Change Request for Muffley Elementary School</b>	<p>Superintendent Fregeau recommended the Board approve the Substantial Change Request for Muffley Elementary School as presented.</p> <p>Mr. Oakes moved to approve the recommendation, seconded by Mrs. Lewis. Hearing no questions, President Nolan called for a Roll Call Vote:  Aye: Nolan, Taylor, Briscoe, Creighton, Oakes, Carson, Lewis  Nay: None  Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	Motion carried. Substantial Change Request for Muffley was approved as presented.
<b>Consent Items</b>	<p>Superintendent Fregeau recommended the Board approve the remaining Consent Items as presented:</p> <ul style="list-style-type: none"> <li>A. Minutes: Open/Closed Session Meetings March 23, 2021</li> <li>B. Freedom of Information Report</li> <li>C. March Compliance Reports Document</li> <li>D. Bills</li> <li>E. Post-Issuance Tax Compliance Report</li> <li>F. Illinois Elementary School Association (IESA) Membership 2021-2022 (<b>\$1</b>)</li> <li>G. High School iPad White Gloves Service (<b>\$1</b>)</li> <li>H. High School Cart MacBook Purchase (<b>\$1</b>)</li> <li>I. Contract between Ed Leaders Matters and Parsons Elementary School (<b>\$4</b>)</li> <li>J. Montessori Academy for Peace Fundraiser (<b>\$5</b>)</li> </ul> <p>Mrs. Creighton moved to approve the recommendation, seconded by Vice President Carson. Hearing no questions, President Nolan called for a Roll Call Vote:  Aye: Carson, Taylor, Creighton, Briscoe, Oakes, Lewis, Nolan  Nay: None  Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	Motion carried. Consent Items were approved as presented.
<b>Announcements</b>	<p>The Board of Education sends condolences to the families of:</p> <p>Cindy Reed, who passed away Sunday, March 28, 2021. Ms. Reed taught at Oak Grove Elementary School and Hope Academy until her retirement in 2013.</p> <p>Elizabeth (Beth) A. Kiefer, who passed away Tuesday, April 06, 2021. Mrs. Kiefer was a retired Teacher from Decatur Public Schools.</p>	Information only.
<b>Important Dates</b>	<p><b>NEXT MEETING</b></p> <p>The public portion of the next <u>regular</u> meeting of the Board of Education will be at 6:30 PM, Tuesday, April 27, 2021 at the Keil Administration Building.</p>	Information only.

\_\_\_\_TOPIC\_\_\_\_\_DISCUSSION\_\_\_\_\_ACTION\_\_\_\_\_

President Nolan noted that this was Mrs. Creighton’s last regular Board of Education meeting and thanked her for her service.

**Adjournment**      President Nolan asked for a motion to adjourn the Open Session. Vice President Carson motioned, seconded by Mr. Taylor. All were in favor.      Board adjourned at 8:46 PM.

\_\_\_\_\_  
Beth Nolan, President

\_\_\_\_\_  
Melissa Bradford, Board Secretary

**From:** We Listen

**Sent:** Monday, April 12, 2021 4:32 PM

**To:** Melissa Bradford <MBradford@dps61.org>

**Subject:** FW: Letter to the BOE for 4/13/2021

**From:** Melanie Ishmael <[melanieishmael@gmail.com](mailto:melanieishmael@gmail.com)>

**Date:** Monday, April 12, 2021 at 3:21 PM

**To:** We Listen <[WeListen@dps61.org](mailto:WeListen@dps61.org)>

**Subject:** Letter to the BOE for 4/13/2021

Dear School Board:

Tonight, I would like to discuss the serious situation that DPS, as well as many other districts, are in due to COVID. Grades and attendance are ongoing issues with all districts. However, I feel the situation at DPS has gotten dire.

In my recent FOIA request, it was reported that 347 students at MacArthur High School and 280 students at Eisenhower High School have 2.5% GPAs or higher and 7972 students total in DPS have attended 50% or more. Some students are doing great.

However, what I think we really need to talk about is the 412 students at MacArthur and 419 students at Eisenhower that have GPAs lower than 1.9 and the 967 students total in DPS that have less than 50% attendance. The education of our students is in crisis mode. Despite these alarming numbers, DPS has no current available plan to address these issues. It has been reported that summer programs will be offered to every student in June and camps will be offered in July. Unfortunately, there is no concrete information available as of 4/12/2021. My understanding is the plan is to start summer programming on June 1, 2021. When will parents be able to sign their children up? How will summer school help those students who are struggling?



Will there be an option for retention for those parents who feel it's the best option for their children? It appears the current administration is not addressing these needs in an appropriate and timely manner.

Another issue facing all districts, but DPS especially is staff retention. In this board packet alone, we have 18 staff resigning: one director, two principals, one assistant principal, one administrative support, ten teachers, one custodian and two teaching assistants. There are also four teaching assistants who are retiring. We have lost so many great staff due to the reported unsupportive work environment at DPS.

We need a qualified interim leader to step in and address these issues immediately. Per a recent FOIA request, it was reported that there are currently four individuals at the Keil Building who hold a superintendent certification (Henry Walker, John Marino, Todd Covault and Judith Campbell) and four DPS staff who also have their superintendent certification (Jason Vicich, Tasia Spencer, Nathan Sheppard and Shannen Ray). There are also several retired educators in our community who also have their certification and have the experience to put the district back on track.

The academic future of our children is in jeopardy. The system currently in place is not working. Now is the time for change. Decisions need to be made based on what is best for our children, our district and our community.

Sincerely,

Melanie Ishmael  
Special Needs Parent

April 13, 2021

Decatur Public School District Board of Directors:

By June 30, 2021, Decatur Public School Board will appoint an Interim Superintendent to direct Decatur Public Schools towards a successful year of student achievement. The Decatur School District desires a strong leader that has experience in curriculum and development, along with a proven record of increasing student academic achievement and graduation rates.

The community wants Assistant Superintendent Jeff Dase. He has the experience and has demonstrated the ability of increasing students' academic performance among 35 schools, in the Chicago area. Mr. Dase has demonstrated taking a failing school and brought it to the highest achievement level amongst schools in Chicago. Asst. Superintendent Dase is who we need to bring Decatur School's achievement level to the point where our students succeed. Children will rise to the level of our expectations. If we expect little achievement of them, that is what they will give us. However, if we expect greatness and a high level of achievement they will rise to that level. Mr. Dase has proven he has the ability to inspire greatness!

This past year, due to COVID, has been exceedingly difficult for some students without being in a traditional classroom setting. That means next school year will be a little different than past years. It will require commitment from students and educators. And it is going to take a strong leader. It is also just as important that our students experience consistency in leadership. Mr. Dase is already familiar with and actively involved in the District Plan and projects from a leadership perspective.

Over the past 6 years, Decatur School District has had (4) Superintendents and (2) Interims; when Gloria Davis retired – Asst. Superintendent Lisa Taylor was promoted to the position as Superintendent, without an interview. When Lisa Taylor left – the 2 Asst. Superintendents Bobbi Williams and Mike Dugan, were appointed Co-Interim Superintendents. Now Superintendent Paul Fregeau, is leaving and this will make Mr. Jeff Dase, the clear choice for the Interim Supt. Role, as he only Asst. Superintendent in the District. Now the Black community must fight to have the same opportunity extended to him that has been afforded to the previous interim Superintendents. Asst. Superintendent Dase is qualified for the Superintendent's position, he has completed his course work and passed the exam for superintendent certification. He will receive his certificate upon May 12<sup>th</sup> from Eastern Illinois University as part of their graduation. Oh, did I mention, that Mr. Dase is not only performing his job responsibilities, but for the last year has been performing job responsibilities of the other Asst. Superintendent, Dr. Fred Bouchard, who left the District. But, if we are honest about it, Asst. Superintendent Dase is performing the jobs of three (3) people.

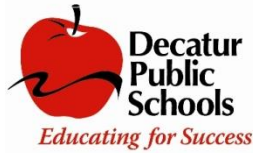
So, I ask the question: Why do Black people have to fight for what is right in America? In Decatur, Illinois? Why can't you just do what is right? What has always been done, should also apply to Mr. Dase.

This is not the time to change directions after a year of being out of the classroom setting. Now is the time that Decatur's students need consistency and continuity in leadership!

It is all about the students! Not personal agendas.



Patricia West, Chairman MetroDecatur Black Chamber



## Board of Education Decatur Public School District 61

<b>Date:</b> April 27, 2021	<b>Subject:</b> Monthly Financial Conditions Report
<b>Initiated By:</b> Todd Covault, Chief Operational Officer	<b>Attachments:</b> Financial Conditions Report
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### BACKGROUND INFORMATION:

The attached report illustrates the District's year-to-date revenues and expenditures and provides an explanation of the financial conditions of the Decatur Public School District and Macon-Piatt Special Education District. *Having adequate cash flow is important for the Teaching and Learning process.*

### CURRENT CONSIDERATIONS:

As the District completes March, the ninth month of FY21, the Macon-Piatt Special Education District has expended 57.87% of its overall budget; Decatur 61 has expended 74.33% of its overall budget.

As of April 19, 2021 the State Comptroller is holding FY21 ISBE vouchers in the amount of \$3,774,951 of which \$2,436,904 is associated with Evidence Based Funding and \$477,296 is associated with the Early Childhood Block Grant.

The District's March 2021 month-end, Education Fund balance is \$30,609,165; the March 2020 month-end Education Fund balance was \$27,508,745.

### FINANCIAL CONSIDERATIONS:

n/a

### STAFF RECOMMENDATION:

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

### RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

**BOARD ACTION:** \_\_\_\_\_

**2020-2021 Decatur Public S.D. #61**  
**Fund Balance Summary - March 31, 2021**

<b><u>Fund</u></b>	<b><u>Fund Balance 07/01/20</u></b>	<b><u>Revenues Year to Date</u></b>	<b><u>Expenditures Year to Date</u></b>	<b><u>Net Cash Flow</u></b>	<b><u>Change in Fund Balance</u></b>	<b><u>Balance 03/31/21</u></b>	<b><u>Estimated Balance 06/30/21</u></b>
<b>DISTRICT # 61</b>							
<b>Education</b>	\$18,408,485	\$81,118,155	\$68,917,475	\$12,200,680	\$0	<b><i>\$30,609,165</i></b>	<b><i>\$ 12,469,875</i></b>
<b>Operation &amp; Maintenance</b>	\$1,235,457	\$3,447,650	\$4,195,194	(\$747,545)	\$0	<b><i>\$487,912</i></b>	<b><i>\$ 1,310,542</i></b>
<b>Debt Service</b>	\$3,875,712	\$73,541,861	\$69,239,397	\$4,302,464	\$0	<b><i>\$8,178,176</i></b>	<b><i>\$ 5,935,482</i></b>
<b>Transportation</b>	\$2,736,640	\$3,923,935	\$1,864,233	\$2,059,702	\$0	<b><i>\$4,796,342</i></b>	<b><i>\$ 1,523,180</i></b>
<b>IMRF</b>	\$1,078,326	\$2,386,081	\$1,637,268	\$748,813	\$0	<b><i>\$1,827,139</i></b>	<b><i>\$ 1,542,596</i></b>
<b>Social Security</b>	\$1,620,939	\$1,876,228	\$1,220,965	\$655,263	\$0	<b><i>\$2,276,202</i></b>	<b><i>\$ 1,409,309</i></b>
<b>Capital Projects Fund</b>	\$1,307,761	\$18,979,062	\$5,827,151	\$13,151,911	\$0	<b><i>\$14,459,672</i></b>	<b><i>\$ 1,186,127</i></b>
<b>Working Cash</b>	\$5,216,695	\$21,349,201	\$18,890,000	\$2,459,201	\$0	<b><i>\$7,675,896</i></b>	<b><i>\$ 5,563,345</i></b>
<b>Tort Immunity/Judgment</b>	\$3,004,056	\$2,769,572	\$1,849,131	\$920,441	(\$173,385)	<b><i>\$3,751,112</i></b>	<b><i>\$ 3,422,319</i></b>
<b>Fire Prevention/Safety</b>	\$35,322,345	\$349,209	\$23,454,314	(\$23,105,105)	\$0	<b><i>\$12,217,240</i></b>	<b><i>\$ 3,152,316</i></b>
<b><i>Totals District 61</i></b>	<b><i>\$73,806,416</i></b>	<b><i>\$209,740,953</i></b>	<b><i>\$197,095,127</i></b>	<b><i>\$12,645,826</i></b>	<b><i>(\$173,385)</i></b>	<b><i>\$86,278,857</i></b>	<b><i>\$37,515,091</i></b>
<b>Macon-Piatt Special Ed District</b>	<b>\$5,042,458</b>	<b>\$13,643,912</b>	<b>\$11,173,276</b>	<b>\$2,470,635</b>	<b>\$0</b>	<b><i>\$7,513,093</i></b>	<b><i>\$ 5,042,458</i></b>

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

**Percent of year passed: 75%**

	<b>Revenues</b>	<b>Adopted Budget</b>	<b>Actual Y-T-D</b>	<b>Percent Received/Used</b>
12	Education	19,306,662	13,643,912	70.67%
22	Operation & Maintenance	-	-	0.00%
42	Transportation	-	-	0.00%
52	IMRF	-	-	0.00%
	Total Revenues	19,306,662	13,643,912	70.67%

	<b>Expenditures</b>			
12	Education	17,661,743	10,316,430	58.41%
22	Operation & Maintenance	393,670	11,455	2.91%
42	Transportation	23,750	4,409	18.56%
52	IMRF	1,227,499	840,982	68.51%
	Total Expenditures	19,306,662	11,173,276	57.87%

	<b>Net Cash</b>			
	Total Revenues	19,306,662	13,643,912	70.67%
	Total Expenditures	19,306,662	11,173,276	57.87%
	Net Cash	-	2,470,635	

	<b>Fund Balances</b>	<b>Actual</b>
12	Education	7,513,093

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

**Percent of year passed: 75%**

	<b>Revenues</b>	<b>Budget</b>	<b>Actual Y-T-D</b>	<b>Percent Received/Used</b>	<b>FY 20 Percent Received/Used As Of 3/31/20</b>
10	Education	96,728,150	81,118,155	83.86%	79.73%
20	Operation & Maintenance	6,655,600	3,447,650	51.80%	55.83%
30	Debt Service	73,136,161	73,541,861	100.55%	33.15%
40	Transportation	5,365,636	3,923,935	73.13%	56.32%
50	IMRF	2,780,730	2,386,081	85.81%	99.17%
51	Social Security	1,896,520	1,876,228	98.93%	99.66%
60	Capital Projects	19,671,714	18,979,062	96.48%	42.96%
70	Working Cash	19,346,650	21,349,201	110.35%	97.97%
80	Tort Immunity/Judgment	2,783,560	2,769,572	99.50%	99.62%
90	Fire Prevention/Safety	489,425	349,209	71.35%	3.08%
	<b>Total Revenues</b>	<b>228,854,146</b>	<b>209,740,953</b>	<b>91.65%</b>	<b>64.49%</b>

**Expenditures**

10	Education	102,666,760	68,917,475	67.13%	66.48%
20	Operation & Maintenance	6,580,515	4,195,194	63.75%	73.73%
30	Debt Service	71,076,391	69,239,397	97.42%	28.01%
40	Transportation	6,579,096	1,864,233	28.34%	59.52%
50	IMRF	2,316,460	1,637,268	70.68%	75.13%
51	Social Security	2,108,150	1,220,965	57.92%	71.04%
60	Capital Projects	19,793,348	5,827,151	29.44%	70.93%
70	Working Cash	19,000,000	18,890,000	99.42%	98.38%
80	Tort Immunity/Judgment	2,365,297	1,849,131	78.18%	52.67%
90	Fire Prevention/Safety	32,659,454	23,454,314	71.81%	8.75%
	<b>Total Expenditures</b>	<b>265,145,471</b>	<b>197,095,127</b>	<b>74.33%</b>	<b>60.32%</b>

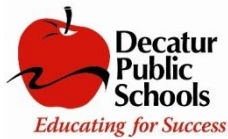
**Net Cash**

Total Revenues	228,854,146	209,740,953	91.65%
Total Expenditures	265,145,471	197,095,127	74.33%
Net Cash	(36,291,325)	12,645,826	

**Fund Balances**

	<b>Actual</b>
10 Education	30,609,165
20 Operation & Maintenance	487,912
30 Debt Service	8,178,176

40	Transportation	4,796,342
50	IMRF	1,827,139
51	Social Security	2,276,202
60	Capital Projects	14,459,672
70	Working Cash	7,675,896
80	Tort Immunity/Judgment	3,751,112
90	Fire Prevention/Safety	12,217,240
	Total Funds	<u>86,278,857</u>



## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> Treasurer's Report
<b>Initiated By:</b> Todd Covault, Chief Operational Officer	<b>Attachments:</b> Treasurer's Report
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

**BACKGROUND INFORMATION:**

The attached March 2021 report details the District's investments and the status of the District's cash as of March 31, 2021. *Having adequate cash flow is important for the Teaching and Learning process.*

**CURRENT CONSIDERATIONS:**

N/A

**FINANCIAL CONSIDERATIONS:**

N/A

**STAFF RECOMMENDATION:**

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

**RECOMMENDED ACTION:**

- ☒ Approval
- ☐ Information
- ☐ Discussion

**BOARD ACTION:** \_\_\_\_\_

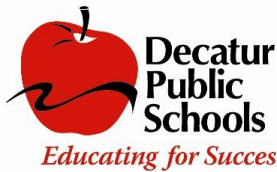


**DECATUR PUBLIC SCHOOL DISTRICT #61**  
**TREASURER'S REPORT**  
**MARCH 2021**

	Cash/Investments as of 02/28/21	Receipts	Disbursements	Change/Interest	Cash/Investments as of 03/31/21
Education	32,279,456.10	21,156,446.67	22,233,533.04	194.68	31,202,564.41
Operations & Maintenance	1,092,445.75	5,500.00	611,253.20	0.55	486,693.10
Debt Service	7,661,093.43	517,040.52	0.00	42.16	8,178,176.11
Transportation	5,170,593.96	39,121.88	540,177.12	29.29	4,669,568.01
IMRF	2,003,672.23	0.01	176,539.14	6.11	1,827,139.21
Social Security	2,413,935.68	1.11	137,745.77	10.26	2,276,201.28
Capital Projects	11,509,050.86	4,469,472.72	1,518,971.17	119.41	14,459,671.82
Working Cash	7,675,517.08	0.00	0.00	378.56	7,675,895.64
Tort/Judgment Immunity	3,827,759.63	201.15	77,173.29	18.44	3,750,805.93
Fire Prevention & Safety	22,188,614.58	207,527.40	10,179,377.57	475.80	12,217,240.21
Macon-Piatt Special Education	5,827,626.42	2,834,985.72	1,150,296.06	26.96	7,512,343.04
Activities	537,916.70	1,682.36	3,057.52	3.08	536,544.62
	102,187,682.42	29,231,979.54	36,628,123.88	1,305.30	94,792,843.38

Dr. Todd Covault

03/31/21



## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> Illinois High School Association (IHSA) Membership
<b>Initiated By:</b> High School Principals Dr. Amy Zahm (EHS) and Cordell Ingram (MHS)	<b>Attachments:</b> Renewal Forms for Eisenhower High School and MacArthur High School
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### **BACKGROUND INFORMATION:**

Both of our high schools are recognized by the Illinois State Board of Education which is a requirement of being a member of the Illinois High School Association (IHSA). The Board of Education must vote to renew membership in the Illinois High School Association (IHSA), and to adopt and abide by the Constitution, By-laws, Terms and Conditions, and Administrative Procedures, Guidelines and Policies of the IHSA annually. *Extra-Curriculars support Teaching and Learning by providing a multitude of avenues for students to engage with their school.*

### **CURRENT CONSIDERATIONS:**

Dr. Amy Zahm, Principal at Eisenhower High School and Cordell Ingram, Principal at MacArthur High School have requested that membership from both schools be renewed with the Illinois High School Association (IHSA), and have forwarded the necessary membership renewal for Board approval.

### **FINANCIAL CONSIDERATIONS:**

None at this time.

### **STAFF RECOMMENDATION:**

The Administration respectfully requests the Board of Education approve and certify renewal memberships for Eisenhower and MacArthur High Schools in the Illinois High School Association (IHSA), and to adopt and abide by the Constitution, By-Laws, Terms and Conditions, and Administrative Procedures, Guidelines and Policies of the Illinois High School Association (IHSA) for the year of July 1, 2021, through June 30, 2022 as presented.

### **RECOMMENDED ACTION:**

- ☒ Approval
- ☐ Information
- ☐ Discussion

**BOARD ACTION:** \_\_\_\_\_



ILLINOIS HIGH SCHOOL ASSOCIATION



The IHSA governs the equitable participation in interscholastic athletics and activities that enrich the educational experience.

April 2021

To the Principal/IHSA Official Representative Addressed:

It is time again for your school to renew its membership in the Illinois High School Association. For the 2021-2022 school term the IHSA Board of Directors has approved a membership assessment scaled to your classification enrollment. (By-law 1.441).

Your school may renew membership in the Illinois High School Association by confirming that your school continues to be Recognized by the Illinois State Board of Education and by certifying that your Board of Education/Governing Board has voted to adopt and abide by the Constitution, By-laws, Terms and Conditions, and Administrative Procedures, Guidelines, and Policies of the Association and agreeing to the 2021-2022 membership assessment.

**Your 2021-22 membership renewal is due by June 30, 2021. Please do not delay. Obtain your Board of Education's action on the membership resolution and email it to [general@ihsa.org](mailto:general@ihsa.org) or fax (309) 663-7479. Your 2021-22 membership assessment is due by September 1, 2021. An invoice will be available in your Schools Center for the principal or official representative.**

Sincerely,

Craig Anderson  
Executive Director

**THIS FORM MUST BE SIGNED BELOW, ON THE APPROPRIATE LINE, BY THE PRINCIPAL  
OR OFFICIAL REPRESENTATIVE AND THE BOARD PRESIDENT OR SECRETARY.  
DO NOT DETACH**

To: IHSA Executive Director

We certify that Eisenhower High School is recognized by the Illinois State Board of Education. It is understood that failure to be recognized by the Illinois State Board of Education will disqualify our school for membership in the IHSA and that if this were to occur; it is our responsibility to immediately notify the Association of this change in status.

We further certify our Board of Education/Governing Board, at its meeting held on \_\_\_\_\_, 2021, voted to renew membership in the Illinois High School Association, and to adopt and abide by the Constitution, By-laws, Terms and Conditions, and Administrative Procedures, Guidelines and Policies of the Illinois High School Association for the year of July 1, 2021, through June 30, 2022.

Dr. Amy Zahm-Duncheon  
Principal/Official Representative Signature

\_\_\_\_\_  
Board President or Board Secretary Signature

Dr. Amy Zahm-Duncheon  
Print Name and Phone Number 217-362-3100

\_\_\_\_\_  
Print Name and Phone Number

Eisenhower High School Decatur, Illinois

2021-22 Membership Renewal

**PLAY SMART. PLAY HARD.®**



ILLINOIS HIGH SCHOOL ASSOCIATION



The IHSA governs the equitable participation in interscholastic athletics and activities that enrich the educational experience.

April 2021

To the Principal/IHSA Official Representative Addressed:

It is time again for your school to renew its membership in the Illinois High School Association. For the 2021-2022 school term the IHSA Board of Directors has approved a membership assessment scaled to your classification enrollment. (By-law 1.441).

Your school may renew membership in the Illinois High School Association by confirming that your school continues to be Recognized by the Illinois State Board of Education and by certifying that your Board of Education/Governing Board has voted to adopt and abide by the Constitution, By-laws, Terms and Conditions, and Administrative Procedures, Guidelines, and Policies of the Association and agreeing to the 2021-2022 membership assessment.

Your 2021-22 membership renewal is due by June 30, 2021. Please do not delay. Obtain your Board of Education's action on the membership resolution and email it to [general@ihsa.org](mailto:general@ihsa.org) or fax (309) 663-7479. Your 2021-22 membership assessment is due by September 1, 2021. An invoice will be available in your Schools Center for the principal or official representative.

Sincerely,

Craig Anderson  
Executive Director

**THIS FORM MUST BE SIGNED BELOW, ON THE APPROPRIATE LINE, BY THE PRINCIPAL  
OR OFFICIAL REPRESENTATIVE AND THE BOARD PRESIDENT OR SECRETARY.  
DO NOT DETACH**

To: IHSA Executive Director

We certify that MacArthur High School is recognized by the Illinois State Board of Education. It is understood that failure to be recognized by the Illinois State Board of Education will disqualify our school for membership in the IHSA and that if this were to occur; it is our responsibility to immediately notify the Association of this change in status.

We further certify our Board of Education/Governing Board, at its meeting held on April 27, 2021, voted to renew membership in the Illinois High School Association, and to adopt and abide by the Constitution, By-laws, Terms and Conditions, and Administrative Procedures, Guidelines and Policies of the Illinois High School Association for the year of July 1, 2021, through June 30, 2022.

Principal/Official Representative Signature

Board President or Board Secretary Signature

Cordell Ingram, Principal 217-362-3152  
Print Name and Phone Number

\_\_\_\_\_  
Print Name and Phone Number

MacArthur High School Decatur, Illinois

2021-22 Membership Renewal

**PLAY SMART. PLAY HARD.**

## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> Approval for the 2021-2022 Athletics Plan
<b>Initiated By:</b> Joe Caputo, District Athletic Coordinator	<b>Attachments:</b> FINAL Middle School Parent/Student Guide 2021-2022, FINAL High School Athletic Director Policy/Handbook 2021-2022 and IESA Application for Cooperative Team Sponsorship
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent and Dr. Todd Covault, Treasurer	

### BACKGROUND INFORMATION:

The Athletics Plan for 2021-2022 was presented during the April 13th, 2021 Board of Education Meeting as follows:

- **Uniforms:** Adding junior varsity volleyball uniforms to the five-year rotation including 36 Tops/18 bottoms per high school (18 home/18 away jerseys). In addition, increasing the varsity volleyball uniform 5-year rotation quantity from 15 to 18 uniforms by adding 6 tops/3 bottoms per high school.
- **Expansion:** Adding 8<sup>th</sup> Grade Division middle school athletics to American Dreamer including boys/girls basketball, girls' volleyball and boys/girls track/field. Adding wrestling as an IESA middle school sport. Stephen Decatur Middle School would continue to serve as the wrestling host school; however, American Dreamer, Dennis, Hope, Johns Hill, and Montessori would serve as member schools. Adding two assistant coaches to the 2<sup>nd</sup>-6<sup>th</sup> Grade Youth Wrestling Pilot to provide additional expertise, supervision, and student safety.
- **Handbooks:** The First Read of the High School Athletics Policy Handbook and the Middle School Athletics Parent Student Guides were presented including, but not limited to, updated ancillary wages, verification of imbedded links to IHSA information (i.e., IHSA Pre Medical Evaluation, IHSA Performance-Enhancing Substances Testing Policy, IHSA Banned Substances, and IHSA Concussion Protocol). *Extra-Curriculars support Teaching and Learning by providing a multitude of avenues for students to engage with their school.*

### CURRENT CONSIDERATIONS:

**Uniforms:** Request approval to add junior varsity volleyball uniforms to the five-year rotation including 36 Tops/18 bottoms per high school (18 home/18 away jerseys). In addition, seeking approval to increase the varsity volleyball uniform 5 year rotation quantity from 15 to 18 uniforms by adding 6 tops/3 bottoms per high school.

**Expansion:** Request approval to expand the American Dreamer program by adding 8<sup>th</sup> Grade Division middle school athletics including boys/girls basketball, girls volleyball and boys/girls track/field. Expand the middle school wrestling pilot as an IESA middle school sport. Stephen Decatur Middle School would continue to serve as the wrestling host school; however, American Dreamer, Dennis, Hope, Johns Hill, and Montessori would serve as member schools. Expand the 2<sup>nd</sup> – 6<sup>th</sup> grade youth wrestling pilot by adding two assistant coaches to provide additional expertise, supervision and student safety.

**Handbooks:** Request approval of the handbook and parent guide being brought forward for final consideration and approval.

**FINANCIAL CONSIDERATIONS:**

The above noted changes are reflected below with respective financial considerations.

- \$6,516 Add 72 Tops/36 Bottoms High School Junior Varsity Volleyball Uniforms
- \$1,086 Add 12 Tops/6 Bottoms High School Varsity Volleyball Uniforms
- \$9,000 Add 3 Coaching Stipends American Dreamer 8<sup>th</sup> Grade Boys/Girls Basketball and Volleyball
- \$335 Add IESA Fees American Dreamer 8<sup>th</sup> Grade Basketball, Volleyball, Track/Field
- \$700 Add Referee Fees American Dreamer 8<sup>th</sup> Grade Basketball/Volleyball
- \$390 Add IESA Wrestling Co-Op Participation Fees
- \$700 Add Referee Fees IESA Wrestling Meets
- \$1,500 Add 2 Assistant Coaches 2<sup>nd</sup> – 6<sup>th</sup> Grade Youth Wrestling Pilot

**\$20,227 Grand Total**

**STAFF RECOMMENDATION:**

The Administration respectfully requests that the Board of Education approve the FINAL Middle School Parent/Student Guide 2021-2022, FINAL High School Athletic Director Policy/Handbook 2021-2022 and the IESA Application for Cooperative Team Sponsorship along with the funds requested in the amount of \$20,227.00 as presented.

**RECOMMENDED ACTION:**

- ☒ Approval
- ☐ Information
- ☐ Discussion

**BOARD ACTION:** \_\_\_\_\_



# **Middle School Athletics Parent/Student Guide**

## **2021-2022 School Year**

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The athletic program is an integral part of the education of all students who attend the Decatur Public Schools. Our goals and objectives are consistent with and comparable to those of the school district. All students have an equal opportunity to participate in athletic programs. No student shall be deprived of the right to participate because of lack of financial resources, nationality, race, color, religion, or sex, sexual orientation, disability, or marital status.

The Middle School Athletics Parent/Student Guide is designed for middle school parents and middle school students. The information is annually reviewed and updated by administrators, athletic directors, and coaches.

The athletic program will be broad based and as extensive as the facilities, staff, and finances can adequately support.

The leadership shall be of the highest quality so as to exemplify to the participants the desired type of individual to be developed from the athletic program.

The measurement of success of the leadership is not limited to win/loss records. It includes the success experienced in helping each participant develop his/her talents and desirable personal characteristics to their fullest.

The athletic program is a laboratory where students experience many of life's situations. Participation in this laboratory activity offers students the opportunity to improve character, dignity, self-worth, and concern for others. Students may learn to develop these human traits and grow as individuals to the extent of their capacity.

## **STATEMENT OF PURPOSE FOR THE ATHLETIC PROGRAM OF DPS #61**

- A. Participation helps develop character, social competence, cooperation, and moral and ethical values that are an everyday part of our society.
- B. Participation develops a mutual respect for all who are involved in the competition: teammates, opponents, coaches, and officials.
- C. Participants must learn to abide by the rules, regulations, and decisions of officials, just as we all must abide by the laws that govern our society.
- D. Participation leads to a better understanding of our democratic ideals, social and economic well-being, and the spirit of fair play.
- E. Participation teaches a student that discipline and self-sacrifice are necessary ingredients of teamwork, if the end result is to be accomplished.
- F. Through participation, the individual will develop a healthy body, a sound mind, and a better understanding of individual differences.
- G. Participation provides valuable lessons which are learned in the course of competition; for example, winning, as well as losing, reflects team effort.
- H. Competition helps to develop the fundamental processes that lead to emotional maturity and self-control.
- I. Participation in the athletic program will cause participants and spectators to look forward to attending school, resulting in an improved student attitude toward school and school-related activities.
- J. Participation in athletic competition will give students an opportunity to achieve, not only for themselves, but for their team and school community and receive their just rewards in return.
- K. The individual school administration must provide adequate control and safety measures for the participants, officials, and spectators in order to insure the proper atmosphere for interscholastic events.
- L. Members of the athletic staff shall abide by the rules and regulations and officials' decisions which govern each sport, maintain the highest standard of ethics, recognize each participant as an individual, conduct themselves in a manner befitting their responsibilities, and develop the kind of rapport with the total school community that will improve the total educational program.

## **STUDENT CODE OF ETHICS**

**Decatur Public Schools 61 considers the welfare of the student our priority consideration.**

A firm and fair policy of enforcement is necessary to uphold the regulations and standards of the athletic department. Decatur Public Schools Administration and the coaching staff feel strongly that high standards of conduct and citizenship are essential in maintaining a sound program of athletics. All athletes shall abide by a code of ethics which will earn them the honor and respect that participation and competition in the interscholastic program affords.

Any conduct that results in dishonor to the athlete, the team, the school, or Decatur Public Schools will not be tolerated. Acts of unacceptable conduct, such as, but not limited to theft, vandalism, disrespect, immorality or violations of law, tarnish the reputation of everyone associated with the athletic programs and will not be tolerated.

The student's first responsibility is to acquire a quality education. Our athletic programs are co-curricular activities, and the students first priority must be academic achievement.

Athletes are representatives of their school, and their actions and behavior must be such as to reflect a respected image of themselves, fellow students, parents, school, and community. They will spend a great amount of time and effort in participation with their respective sport, but hopefully, they will find it to be a rewarding and enjoyable experience that will be important to them now and in the years to come.

### **DPS #61 ATHLETIC CODE PROCEDURES**

1. Coaches' rules shall be written and distributed so all participants and parents may read and review them. Rules will be shared through mandatory parent meetings.
2. Each coach will hold a team meeting to review team rules with the participants at the beginning of the sport season to make sure the participants are aware of them. A copy of the team rules, seasonal activity participation, and the Athletic Code will be distributed to the parents, or available online, attached to a participation permission form.
3. Coaches' rules must also include consequences for students who violate the rules.
4. Any student accused of violating a rule and subject to a consequence of a suspension of greater than three (3) games shall be informed of the nature of the offense and may request a hearing before the Principal and Athletic Director.

### **PROCEDURAL OFFENSES IN VIOLATION OF THE ATHLETIC CODE**

A student found in violation of the Athletic Code may receive consequences up to and including dismissal from the team/activity for the remainder of the season or school year. Such violations include, but are not limited to:

- Use, possession, transfer, attempted transfer, sale or attempted sale of alcohol, tobacco products, e-cigarettes and/or any controlled/illegal substances or any lookalike, including any substance held out to be a drug, alcohol or tobacco product.
- Violations of individual coaches' rules, insubordination, poor sportsmanship, conduct detrimental to the team and to school spirit.
- Violations of academic integrity and ethics.
- Violations of the DPS 61 Student Code of Conduct.

## **DISCIPLINARY ACTION / ENFORCEMENT**

### ***Participation in athletics is a privilege.***

A student who violates the Athletic Code and who has been provided a hearing and assessed a consequence cannot avoid the consequence by transferring to another Decatur Public School. The penalty will be enforced at the student's new school before the student can become eligible for participation.

When a student is dropped from his/her team for disciplinary reasons, it is important that he/she receive a fair notice and that he/she be given a hearing.

All coaches are responsible for reviewing the athletic code, individual school rules, and rules for their respective sport during the first week of practice with the Athletic Director, assistant coaches, students, and parents.

## **OUT-OF-SCHOOL SUSPENSION / CARE – TRANSITION ROOM PLACEMENT**

Any situation where a student athlete is receiving an out-of-school suspension for disciplinary reasons by the Building Administrator automatically deems said student unable to practice and/or compete in any athletic events scheduled for the duration of the suspension. The student and parent/legal guardian shall be notified by the Building Administrator as such.

This includes the date the suspension is issued, and any weekends/ school holidays, throughout the time until the student returns to regular class attendance status. The appropriate sport Coach(s) and Athletic Director shall be notified by Building Administration upon any student athlete being suspended from school.

In example, a student athlete is suspended on Friday morning for a disciplinary infraction and is out of school for the suspension through Monday... successfully returning to classes Tuesday morning. This student CANNOT participate in any school-sponsored athletic event, nor practice, beginning Friday thru Monday night... They may resume activities Tuesday morning.

In the case where a student athlete is placed in the school's Care Room or Transition Room for disciplinary action reasons by the Building Administrator, resulting in a 1/2 day placement or more, the same denial of athletic participation and notification shall occur - as indicated for an out-of-school suspension. *\*Placements less than the individual school's "½ day bell schedule" will not result in any suspension of participation in athletics.*



The Association shall be known as the Illinois Elementary School Association (IESA) The Association shall be registered with the State of Illinois as a not -for -profit corporation.

- The Association through the employment of the instrumentalities hereinafter established shall:
  - Regulate all the interscholastic activities in which its member schools may engage; and
  - Perform such other functions related to interscholastic activities as may from time to time be approved and adopted by the Board of Directors.
- In the performance of these functions, the ultimate educational objectives of the Association are:
  - To elevate standards of sportsmanship
  - To encourage the growth of responsible citizenship; and
  - To encourage academic excellence

### **ACADEMIC ELIGIBILITY**

The IESA requires that a weekly grade check is completed for every athlete who is on a competition athletic roster. This report must be completed on the same day of each week and athletes must be notified of any failing grade. The IESA determines eligibility considering all grades that are reported on the quarterly report card. The athlete must pass each class in which he or she is enrolled with a grade of D or better. If an athlete has a failing grade in any of his or her classes, the athlete is ineligible the next week and will continue to be ineligible until all failing grades have been raised to at least a D.

Eligibility can be recorded in one of two methods: Skyward computer program printouts or Teacher/Athletic Director hard copy checklists. Coaches may address grade issues with individual athletes who are showing signs of grade trouble in classes. In some cases, the coach will request a parent conference to help the student athlete improve his or her grades.

Most schools run grades the day before a week concludes, which in most weeks, is Thursday. Some weeks, however, are shorter due to in-service days and holidays. Those weeks' grades must be submitted the day before the week concludes.

The element of eligibility that confuses athletes and their parents is that the measure is always a week behind the week of the contests. The athlete can be showing passing grades after the weekly grade check has been recorded, but is still excluded from participation due to the failing grades that were recorded at the end of the prior week.

***The grade recorded on the weekly eligibility check is final and cannot be changed at a later date.***

*Ex: Grades are turned in Thursday and show that a student athlete is failing a subject, but when the parent looks on Skyward on Friday afternoon, it shows as a passing grade. That athlete is still ineligible for any event the following week.*

**The cutoff day must be the same each week and reporting must be consistent.**

Once the grades are turned in and the computer grade check run, print the weekly report and retain (in files) as proof of grades. Notify the athlete, coach, teachers and athletic administration. A report of ineligibility should be delivered to an ineligible athlete before he or she leaves the building on the last day of each week.

## **2.040 SCHOLASTIC STANDING**

**2.041** All contestants shall be in grades five through eight (5-8) and shall not have passed eighth grade standing. At no time, may a student who is in fourth grade or lower practice or participate with a member school.

**2.042** A student shall be doing passing work as determined by the local school district in all school subjects and the school shall certify compliance with this By-Law. Use of a player, contestant, or participant shall be deemed such certification.

**2.043** For all IESA activities, athletic as well as non-athletic, passing work shall be checked weekly. Eligibility will be applied to the Monday through Saturday following the week that was checked. Students must be passing each subject each week to be eligible. Grades shall be cumulative for the school's grading period.

**2.044** The eligibility check shall be the same day each week unless school is not in session; then it must be taken on the last day of student attendance that week.

**2.045** For fall sports, the first eligibility check shall be made following the first full week of attendance at the beginning of the school year. During the succeeding weeks of the school year, the eligibility check shall begin the week prior to the first contest in an activity.

**2.046** In cases where a contest has been postponed or re-scheduled, the current week eligibility shall be used to determine a student's eligibility. For example, a contest is scheduled to be played on Tuesday and because of poor weather, the contest is rescheduled for two weeks later. A student who was grade eligible for the originally scheduled game but is ineligible during the week of the rescheduled game is not eligible. Conversely, a student who was ineligible the week of the originally scheduled game and is grade eligible the week of the rescheduled contest is eligible to play.

### **IESA Penalties: Ejections for Unsportsmanlike Behavior**

***The IESA Board of Directors approved a change to the penalties assessed to players, coaches, and now fans who are removed from a contest for unsportsmanlike behavior. These changes will become effective with the start of the 2020-21 school year.***

Consequences for behaviors meriting ejection from a school sponsored event:

**A. Student – Athletes:**

- 1<sup>st</sup> ejection: the student is required to miss the next 2 contests and complete the National Federation of State High School Association Sportsmanship course. This course can be found at [www.iesa.org](http://www.iesa.org). Upon course completion, a printed certificate of completion must be submitted to the IESA via the school Athletic Director.
- 2<sup>nd</sup> ejection(same sport): the student is required to miss the next 5 contests and pay \$100 fine to the IESA.

**B. Coaches:**

- 1<sup>st</sup> ejection: the coach is required to miss the next 2 contests, pay \$100 fine and complete the National Federation of State High School Association Sportsmanship course. This course can be found at [www.iesa.org](http://www.iesa.org). Upon course completion, a printed certificate of completion must be submitted to the IESA via the school Athletic Director.
- 2<sup>nd</sup> ejection: the coach will be required to miss the next 5 contests and pay \$250 fine to the IESA.

**C. Fans/Parents:**

- Removal from ALL future contests until completion of the National Federation of State High School Association Sportsmanship course. This course can be found at [www.iesa.org](http://www.iesa.org). Upon course completion, a printed certificate of completion must be submitted to the IESA via the school Athletic Director.

### **IESA Transfer Rules 2.060**

A transfer student is defined as one who transfers from one school to another school after the first day of classes at his/her school.

Effective with the start of the 2020-21 school year, a student who transfers after the first day of practice in a given activity will be allowed to join the team for his or her new school only if he/she did not tryout, practice, or participate in a contest for the previous school prior to the beginning of the IESA regulated season. They would still need to sit 10 days before participating in a contest for the new school.

A student who transfers from one school to another is eligible immediately if the school from which he/she transfers is involved in a co-op with the school to which he/she is transferring.

### **CONFERENCE AFFILIATION: Soy City Conference**



The following schools: American Dreamer, Dennis Lab, Hope Academy, Johns Hill Magnet, Montessori Academy of Peace, Robertson Charter, and Stephen Decatur are members of the Soy City Conference.

No conference commitments shall be made which would be inconsistent with the athletic policies of the Decatur Public Schools.

### **Participating Schools & Activities**

**American Dreamer:** Baseball (Co-Op), Softball (Co-Op), Cross Country, Soccer (Co-Op), Girls Basketball, Boys Basketball, Cheerleading, Wrestling (Co-Op), Girls Volleyball, Track & Field

**Dennis Lab:** Baseball, Softball (Co-Op), Cross Country, Soccer, Girls Basketball, Boys Basketball, Cheerleading, Wrestling (Co-Op), Girls Volleyball, Track & Field

**Hope Academy:** Baseball (Co-Op), Softball (Co-Op), Cross Country, Girls Basketball, Boys Basketball, Cheerleading, Wrestling (Co-Op), Girls Volleyball, Track & Field

**Johns Hill Magnet:** Baseball (Co-Op), Softball (Co-Op), Cross Country, Soccer, Girls Basketball, Chess Club, Show Choir, Boys Basketball, Cheerleading, Wrestling (Co-Op), Girls Volleyball, Track & Field

**Montessori Academy of Peace:** Baseball, Softball, Cross Country, Soccer, Girls Basketball, Boys Basketball, Cheerleading, Wrestling (Co-Op), Girls Volleyball, Track & Field

**Stephen Decatur:** Baseball, Softball, Cross Country, Soccer, Girls Basketball, Boys Basketball, Cheerleading, Wrestling, Girls Volleyball, Track & Field

### **Tryouts / Team Roster Cuts/Sports Physicals**

In all sports/activities where there are “roster limitations”, there is a chance that the school’s coaching staff might have to hold tryouts and make roster cuts to meet these limits due to the number of students trying out. The IESA and/or DPS restricts roster numbers in the following sports/activities: Softball, Baseball, Soccer, Girls Basketball, Boys Basketball, Cheerleading, and Volleyball.

The District requires a minimum of a 3-day tryout in Middle School sports/activities where cuts are deemed necessary. The try-out schedule will be designated by the coach and Athletic Director. **A current physical MUST be on file with the office, nurse, or Athletic Director prior to try-out for an activity. *These Physicals must be renewed EVERY year of participation.*** A pre-season informational meeting will be held (in addition to in-school announcements and/or fliers and online notifications) as to when a specific sport/activity will begin tryouts or practices. Coaches will determine (with the assistance of the school’s Athletic Director) a practice schedule utilizing the availability of the school’s athletic facilities. Every effort will be made to notify all students (prior to the beginning of a sport season) as to when tryouts/practices will begin.

Team roster cuts may be based upon (but not limited to) the student’s: ability in the sport; age/academic status; disciplinary/behavior issues in school; attendance at tryouts/practices/contests; and their ability to work cooperatively with other team athletes and coaches in the sport.

### **ACTIVITY / PARTICIPATION FEES:**

Every student athlete is expected to pay a participation fee of \$10.00 per sport upon making the team and by the end of the first week of regular practice activity. There is a \$50 maximum per student/ school year. If a parent/guardian writes a check, it must be made out to the school of enrollment.

### **Dual Participation in Middle School Sports\***

In DPS61, Middle School students may participate in more than one athletic activity at a time throughout the school year. Due to the various calendar dates over which DPS/IESA sports seasons occur, there might be a situation where a student wishes to try-out for/participate in more than 1 sport and/or activity at the same time (dual participation). In the instances where this occurs, the student athlete must determine, in writing, which sport/activity is their primary activity at the beginning of the seasons in conflict. Their commitment of a “primary” sport/activity will indicate their 1<sup>st</sup> area priority (choice) in the event of a scheduling conflict between 2 or more co-existing athletic events. \*A copy of the athlete’s choice of their primary sport/activity will be on file with the school Athletic Director and given to all coaches involved.

The precedent for attendance at/participating in the primary sport/activity is as follows:

- Games over Practices
- Primary choice Games over secondary choice Games
- Games/Practices over Open Gyms
- Primary practices over secondary practices.
- In the event where there are overlapping /conflicting practices the coaches shall get together to work out a shared time schedule so that the student might be able to attend both sports where the overlap might occur.
- No coach may penalize a student athlete participating in multiple overlapping activities for missing a practice or contest when following the precedent set above.

### **Daily Attendance / Athletic Contest Participation:**

District policy states that a student must be “in attendance” at school at least ½ day on the day of an athletic contest in order to be allowed to participate in that day’s contest.

*Each individual school’s “1/2 day” is determined by their actual bell schedule... \*i.e.: a ½ day at an “early dismissal school” might be 10:45 AM, whereas at a “later dismissal school” their ½ day might be 12:05 PM.*

Items such as “doctor/dentist appointments, funerals, and court appearances.” are all excused providing that the parent/legal guardian signs the student in/out at the school office for said events.

\*School-sponsored events, such as off-campus field trips and performances are also excused.

### **Punctuality**

**Parent will bring their child to practice on time and they will pick up their child from practice, home games and away games no later than 10 minutes after practice or game is over. The coaches stay to protect your child, please respect the coach by being responsible. Failure to be**

**to practice on time and coming later than 10 minutes to pick your child up, may affect their playing time.**

## **Parental Concerns Policy**

A copy of the team rules, seasonal activity participation, and the Athletic Code will be distributed to parents and attached to the permission form. Coaches shall have mandatory parent meeting before the start of the sport season and review their rules and schedules. Parents are expected to be role models of good sportsmanship and support for the sport that their student participates.

In the event that a parent has a concern involving a coach or sport program that their student participates; the following guidelines shall be followed:

1. Concerns such as playing time, player positions, coaching philosophy and/or game strategy are **NOT** items warranting individual coach/parent discussion.
2. No conversations between player, coach, or parent should occur within 24 hours of situation.
3. The student-athlete should directly address the coach to attempt to resolve the issue at hand.
4. Other parent concerns shall be addressed by the parent making an appointment with the coach for a private parent/coach conversation to discuss the concern and reach a resolution.  
Parent/Coach conversations should **not** be conducted in front of the players or during scheduled practice times.
5. If the parent/coach meeting does not resolve the concern, the parent may request a meeting with the Athletic Director, Coach, and Parent to further discuss the concern and reach a resolution.
6. If this meeting does not resolve the concern, a final meeting including the Principal, the Athletic Director, the Coach, and the Parent will be scheduled to discuss the concern.
7. The Principal is the administrative head of all inter-scholastic activities in the school and is the IESA District Representative for the District. The FINAL decision and appeal for a resolution of the concern will be made by the Principal after the FINAL meeting.

## **ADMISSION PRICES PER EVENT**

Soccer, Baseball / Softball, Cross Country, Track & Field = FREE

Boys & Girls Basketball, Volleyball =	\$2	K – 8 <sup>th</sup>
	\$3	9 <sup>th</sup> - Adults
	Free	Seniors

**Decatur Public Schools #61**  
**Middle School Interscholastic –Extramural Information and Permission Form**

**General**

Student Name\_\_\_\_\_

Address\_\_\_\_\_

Phone\_\_\_\_\_ Birthdate: Month\_\_\_\_\_ Day\_\_\_\_\_ Year\_\_\_\_\_  
Present Age\_\_\_\_\_ Grade\_\_\_\_\_ Sex\_\_\_\_\_ E-mail:\_\_\_\_\_

School Attending\_\_\_\_\_

Person to Notify in Case of Emergency\_\_\_\_\_

Address\_\_\_\_\_ Phone\_\_\_\_\_

**Participation Fee**

A \$10 fee per activity will be paid by the participant when the final rosters in athletics and cheerleading are determined.  
**(\$50.00 max per family/per building) The participation fee is due to the Athletic Director by the of the 1<sup>st</sup> full week of regular practice.**

**Disclaimer of Liability**

The Decatur Public Schools, its athletic department, and its staff do not assume any liability for any injuries incurred while a student is participating in athletics, or while student is in route to or from any athletic contest.

Students participating the athletic program and using the equipment and facilitates of Decatur Public Schools do so at their own risk. Sports are physical in nature, and those who elect to participate must recognize that injuries may occur which could be crippling for life. Two sports, which have a greater potential for injury because they are contact sports are football and wrestling.

The Decatur Public Schools and its staff shall not be liable for any damages arising from personal injury sustained by the participant. The participant and his/her parents assume full responsibility for any damages or injuries which may occur during practice, games, travel to and from athletic contests, and so hereby fully and forever exonerate and discharge the Decatur Public Schools, its athletic department, its staff, its Board of Education employees, and agents from any and all clams, demands, damages, rights of action, causes of action present or future whether the same be known, anticipated, or unanticipated results from or arising out of participation in athletics and the use of school district facilities while a member of an athletic team.

**PERMISSION TO PARTICIPATE AND CONFIRMATION OF RECEIPT OF AHTLETIC CODE, SEASONAL ACTIVITY PARTICIPATION.**

I have reviewed the attached athletic code, seasonal activity participation, and team rules with the student listed above. We agree that he/she will abide by them. The above student has my permission to take part in all sports offered in the interscholastic and/or extramural program.

I have reviewed this document carefully, and I understand and agree to abide by the information. I confirm that my son or daughter is covered by insurance.

Signature of Parent or Guardian\_\_\_\_\_

Date\_\_\_\_\_

## **DPS #61: AGREEMENT TO PARTICIPATE**

Each student and his or her parent/guardian must read and sign this ***Agreement to Participate*** each year before being allowed to participate in interscholastic sport(s) or intramural athletics. The completed ***Agreement*** shall be returned to the Coach.

Student name (printed)

1. I wish to participate in the following interscholastic sport(s): \_\_\_\_\_ (fill in blank)
2. Before I will be allowed to participate, I must provide the School District with a certificate of physical fitness (if participating in interscholastic sport(s), the Pre-Participation Physical Examination Form serves this purpose), and complete any forms required by the Illinois Elementary School Association (IESA)
3. I agree to abide by all conduct rules and will behave in a sportsmanlike manner. I agree to follow the coaches' instructions, playing techniques, and training schedule as well as all safety rules.
4. I understand that Board policy 7:305, ***Student Athlete Concussions and Head Injuries***, requires, among other things, that a student athlete who exhibits signs and symptoms, or behaviors consistent with a concussion or head injury must be removed from participation or competition at that time and that such student will not be allowed to return to play unless cleared to do so by a physician licensed to practice medicine in all its branches or a certified athletic trainer and subject to all District return-to-play and return-to-learn protocols.
5. I am aware that with participation in sports comes the risk of injury, and I understand that the degree of danger and seriousness of risk vary significantly from one sport to another with contact sports carrying the highest risk. I am aware that participating in sports involves travel with the team. I acknowledge and accept the risks inherent in the sport(s) or athletics in which I will be participating and, in all travel, involved. I agree to hold the District, its employees, agents, coaches, school board members, and volunteers harmless from any and all liability, actions, claims, or demands of any kind and nature whatsoever that may arise by or in connection with my participating in the school-sponsored interscholastic sport(s) or intramural athletics. The terms hereof shall serve as a release and assumption of risk for my heirs, estate, executor, administrator, assignees, and for all members of my family.

Student Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **Student Activity Preference Sheet**

\* Students should rank ONLY the activities in which they are planning to participate during the school year.

\* Students should rank their interest in participating from 1 (highest) to .....

\* The higher ranked activity will take priority if a conflict between the events arises during the course of the school year. Coaches of the involved activities will make all reasonable accommodations to decrease the amount of conflicts.

<u><b>ACTIVITY</b></u>		<u><b>SEASON RANGE</b></u>	<u><b>RANK</b></u>
<u>Girls Softball</u>	.....	1st week of Aug - 4th week of Sept	- _____
<u>Boys Baseball</u>	.....	1st week of Aug - 1st week of Oct	- _____
<u>Cross Country</u>	.....	1st week of Aug - 3rd week of Oct	- _____
<u>Show Choir</u>	.....	3rd week of Aug - 3rd week of Mar	- _____
<u>Girls Basketball</u>	.....	4th week of Aug - 2nd week of Dec	- _____
<u>Scholastic Bowl</u>	.....	1st week of Oct - 1st week of May	- _____
<u>Boys Basketball</u>	.....	3rd week of Oct - 3rd week of Feb	- _____
<u>Cheerleading</u>	.....	3rd week of Oct - 3rd week of Feb	- _____
<u>Wrestling</u>	.....	4th Week of Nov - 2nd week of Mar	- _____
<u>Volleyball</u>	.....	4th week of Nov to 3rd week of Mar	- _____
<u>Chess Club</u>	.....	1st week of Dec - 4th week of Feb	- _____
<u>Track &amp; Field</u>	.....	4th week of Feb to 4th week of May	- _____

\* Season ranges are based on the IESA guidelines for the start of practice to the conclusion of the post season.

*created 1/2021*

## **Parent Participation Permit**

To be read and signed by the parent/guardian of the student: \_\_\_\_\_

1. I am the parent/guardian of the above named student and give my permission for my child or ward to participate in the interscholastic sport(s) or intramural athletics indicated. I have read the above Agreement to Participate and understand its terms.

2. I acknowledge having received the attached Concussion Information Sheet.

3. I understand that all sports can involve many risks of injury, and I understand that the degree of danger and seriousness of risk vary significantly from one sport to another with contact sports carrying the higher risk. I am aware that participating in sports involves travel with the team. In consideration of the School District permitting my child to participate, I agree to hold the District, its employees, agents, coaches, board members and volunteers harmless from any and all liability, actions, claims or demands of any kind and nature whatsoever that may arise by or in connection with the participation of my child in the sport(s) or athletics. I assume all responsibility and certify that my child is in good physical health and is capable of participation in the above indicated sport or athletics.

Parent/Guardian signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **Emergency Contact Information**

Name: \_\_\_\_\_

Relationship to student: \_\_\_\_\_

Day phone number: \_\_\_\_\_

Evening phone number: \_\_\_\_\_

Cell phone number: \_\_\_\_\_

Other: \_\_\_\_\_

Name: \_\_\_\_\_

Relationship to student: \_\_\_\_\_

Day phone number: \_\_\_\_\_

Evening phone number: \_\_\_\_\_

Cell phone number: \_\_\_\_\_

Other: \_\_\_\_\_

### **Parental Concerns Policy**

A copy of the team rules, seasonal activity participation, and Athletic Code will be distributed to parents and attached to the permission form. Coaches shall have a mandatory parent meeting before the start of the sport season to review their rules, expectations, and schedules. Parents & Players are expected to attend their respective activity meeting(s). Parents are expected to be role models of good sportsmanship and support for their students' school.

In the event that a parent has a concern involving a coach or program that their student participates; the following guidelines shall be followed.

- 1) Concerns such as playing time, player positions, coaching philosophy and/or game strategy are **NOT** items warranting individual coach/parent discussion.
- 2) No conversations between player, coach, or parent should occur within 24 hours of situation.
- 3) The student-athlete should directly address the coach to attempt to resolve the issue at hand.
- 4) Other parent concerns shall be addressed by the parent making an appointment with the coach for a private parent/coach conversation to discuss the concern and reach a resolution. Parent/Coach conversations should **not** be conducted in front of the players or during scheduled practice times.
- 5) If the parent/coach meeting does not resolve the concern, the parent may request a meeting with the Athletic Director, Coach, and Parent to further discuss the concern and reach a resolution.
- 6) If this meeting does not resolve the concern, a final meeting including the Principal, the Athletic Director, the Coach, and the Parent will be scheduled to discuss the concern.
- 7) The Principal is the administrative head of all inter-scholastic activities in the school and is the IESA District Representative for the District. The FINAL decision and appeal for a resolution of the concern will be made by the Principal after the FINAL meeting.

*I have received and reviewed the Parent/Student Guide & Handbook for DPS #61 for Middle School Athletics.*

Print: \_\_\_\_\_ Sign: \_\_\_\_\_





## ■ PREPARTICIPATION PHYSICAL EVALUATION

### MEDICAL ELIGIBILITY FORM

Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

- ☐ Medically eligible for all sports without restriction
- ☐ Medically eligible for all sports without restriction with recommendations for further evaluation or treatment of
- ☐ Medically eligible for certain sports
- ☐ Not medically eligible pending further evaluation
- ☐ Not medically eligible for any sports

Recommendations: \_\_\_\_\_

I have examined the student named on this form and completed the preparticipation physical evaluation. The athlete does not have apparent clinical contraindications to practice and can participate in the sport(s) as outlined on this form. A copy of the physical examination findings are on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the medical eligibility until the problem is resolved and the potential consequences are completely explained to the athlete (and parents or guardians).

Name of health care professional (print or type): \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature of health care professional: \_\_\_\_\_, MD, DO, NP, or PA

### SHARED EMERGENCY INFORMATION

Allergies: \_\_\_\_\_

Medications: \_\_\_\_\_

Other information: \_\_\_\_\_

Emergency contacts: \_\_\_\_\_



## ■ PREPARTICIPATION PHYSICAL EVALUATION

### HISTORY FORM

Note: Complete and sign this form (with your parents if younger than 18) before your appointment.

Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Date of examination: \_\_\_\_\_ Sport(s): \_\_\_\_\_

Sex assigned at birth (F, M, or intersex): \_\_\_\_\_ How do you identify your gender? (F, M, or other): \_\_\_\_\_

List past and current medical conditions. \_\_\_\_\_

Have you ever had surgery? If yes, list all past surgical procedures. \_\_\_\_\_

Medicines and supplements: List all current prescriptions, over-the-counter medicines, and supplements (herbal and nutritional).

Do you have any allergies? If yes, please list all your allergies (ie, medicines, pollens, food, stinging insects).

#### Patient Health Questionnaire Version 4 (PHQ-4)

Over the last 2 weeks, how often have you been bothered by any of the following problems? (Circle response.)

	Not at all	Several days	Over half the days	Nearly every day
Feeling nervous, anxious, or on edge	0	1	2	3
Not being able to stop or control worrying	0	1	2	3
Little interest or pleasure in doing things	0	1	2	3
Feeling down, depressed, or hopeless	0	1	2	3

(A sum of  $\geq 3$  is considered positive on either subscale [questions 1 and 2, or questions 3 and 4] for screening purposes.)

GENERAL QUESTIONS (Explain "Yes" answers at the end of this form. Circle questions if you don't know the answer.)	Yes	No
1. Do you have any concerns that you would like to discuss with your provider?		
2. Has a provider ever denied or restricted your participation in sports for any reason?		
3. Do you have any ongoing medical issues or recent illness?		
HEART HEALTH QUESTIONS ABOUT YOU	Yes	No
4. Have you ever passed out or nearly passed out during or after exercise?		
5. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?		
6. Does your heart ever race, flutter in your chest, or skip beats (irregular beats) during exercise?		
7. Has a doctor ever told you that you have any heart problems?		
8. Has a doctor ever requested a test for your heart? For example, electrocardiography (ECG) or echocardiography.		

HEART HEALTH QUESTIONS ABOUT YOU (CONTINUED)	Yes	No
9. Do you get light-headed or feel shorter of breath than your friends during exercise?		
10. Have you ever had a seizure?		
HEART HEALTH QUESTIONS ABOUT YOUR FAMILY	Yes	No
11. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 35 years (including drowning or unexplained car crash)?		
12. Does anyone in your family have a genetic heart problem such as hypertrophic cardiomyopathy (HCM), Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy (ARVC), long QT syndrome (LQTS), short QT syndrome (SQTS), Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia (CPVT)?		
13. Has anyone in your family had a pacemaker or an implanted defibrillator before age 35?		

BONE AND JOINT QUESTIONS	Yes	No
14. Have you ever had a stress fracture or an injury to a bone, muscle, ligament, joint, or tendon that caused you to miss a practice or game?		
15. Do you have a bone, muscle, ligament, or joint injury that bothers you?		
MEDICAL QUESTIONS	Yes	No
16. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
17. Are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
18. Do you have groin or testicle pain or a painful bulge or hernia in the groin area?		
19. Do you have any recurring skin rashes or rashes that come and go, including herpes or methicillin-resistant <i>Staphylococcus aureus</i> (MRSA)?		
20. Have you had a concussion or head injury that caused confusion, a prolonged headache, or memory problems?		
21. Have you ever had numbness, had tingling, had weakness in your arms or legs, or been unable to move your arms or legs after being hit or falling?		
22. Have you ever become ill while exercising in the heat?		
23. Do you or does someone in your family have sickle cell trait or disease?		
24. Have you ever had or do you have any problems with your eyes or vision?		

MEDICAL QUESTIONS (CONTINUED)	Yes	No
25. Do you worry about your weight?		
26. Are you trying to or has anyone recommended that you gain or lose weight?		
27. Are you on a special diet or do you avoid certain types of foods or food groups?		
28. Have you ever had an eating disorder?		
FEMALES ONLY	Yes	No
29. Have you ever had a menstrual period?		
30. How old were you when you had your first menstrual period?		
31. When was your most recent menstrual period?		
32. How many periods have you had in the past 12 months?		

Explain "Yes" answers here.

**I hereby state that, to the best of my knowledge, my answers to the questions on this form are complete and correct.**

Signature of athlete: \_\_\_\_\_

Signature of parent or guardian: \_\_\_\_\_

Date: \_\_\_\_\_

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**Keep for Personal Records**



## ■ PREPARTICIPATION PHYSICAL EVALUATION

### PHYSICAL EXAMINATION FORM

Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

#### PHYSICIAN REMINDERS

- Consider additional questions on more-sensitive issues.
  - Do you feel stressed out or under a lot of pressure?
  - Do you ever feel sad, hopeless, depressed, or anxious?
  - Do you feel safe at your home or residence?
  - 
  - During the past 30 days, did you use chewing tobacco, snuff, or dip?
  - Do you drink alcohol or use any other drugs?
  - Have you ever taken anabolic steroids or used any other performance-enhancing supplement?
  - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
  - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (Q4–Q13 of History Form).

EXAMINATION		
Height: _____ Weight: _____		
BP: _____ / _____ ( _____ / _____ ) Pulse: _____ Vision: R 20/ _____ L 20/ _____ Corrected: <input type="checkbox"/> Y <input type="checkbox"/> N		
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance <ul style="list-style-type: none"><li>Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, hyperlaxity, myopia, mitral valve prolapse [MVP], and aortic insufficiency)</li></ul>		
Eyes, ears, nose, and throat <ul style="list-style-type: none"><li>Pupils equal</li><li>Hearing</li></ul>		
Lymph nodes		
Heart <sup>a</sup> <ul style="list-style-type: none"><li>Murmurs (auscultation standing, auscultation supine, and ± Valsalva maneuver)</li></ul>		
Lungs		
Abdomen		
Skin <ul style="list-style-type: none"><li>Herpes simplex virus (HSV), lesions suggestive of methicillin-resistant <i>Staphylococcus aureus</i> (MRSA), or tinea corporis</li></ul>		
Neurological		
MUSCULOSKELETAL	NORMAL	ABNORMAL FINDINGS
Neck		
Back		
Shoulder and arm		
Elbow and forearm		
Wrist, hand, and fingers		
Hip and thigh		
Knee		
Leg and ankle		
Foot and toes		
Functional <ul style="list-style-type: none"><li>Double-leg squat test, single-leg squat test, and box drop or step drop test</li></ul>		

<sup>a</sup> Consider electrocardiography (ECG), echocardiography, referral to a cardiologist for abnormal cardiac history or examination findings, or a combination of those.

Name of health care professional (print or type): \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature of health care professional: \_\_\_\_\_, MD, DO, NP, or PA

## Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You can’t see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

Symptoms may include one or more of the following:	
<ul style="list-style-type: none"><li>• Headaches</li><li>• “Pressure in head”</li><li>• Nausea or vomiting</li><li>• Neck pain</li><li>• Balance problems or dizziness</li><li>• Blurred, double, or fuzzy vision</li><li>• Sensitivity to light or noise</li><li>• Feeling sluggish or slowed down</li><li>• Feeling foggy or groggy</li><li>• Drowsiness</li><li>• Change in sleep patterns</li></ul>	<ul style="list-style-type: none"><li>• Amnesia</li><li>• “Don’t feel right”</li><li>• Fatigue or low energy</li><li>• Sadness</li><li>• Nervousness or anxiety</li><li>• Irritability</li><li>• More emotional</li><li>• Confusion</li><li>• Concentration or memory problems (forgetting game plays)</li><li>• Repeating the same question/comment</li></ul>
Signs observed by teammates, parents and coaches include:	
<ul style="list-style-type: none"><li>• Appears dazed</li><li>• Vacant facial expression</li><li>• Confused about assignment</li><li>• Forgets plays</li><li>• Is unsure of game, score, or opponent</li><li>• Moves clumsily or displays in coordination</li><li>• Answers questions slowly</li><li>• Slurred speech</li><li>• Shows behavior or personality changes</li><li>• Can’t recall events prior to hit</li><li>• Can’t recall events after hit</li><li>• Seizures or convulsions</li><li>• Any change in typical behavior or personality</li><li>• Loses consciousness</li></ul>	

### **What can happen if my child keeps on playing with a concussion or returns too soon?**

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athletes will often fail to report symptoms of injuries. Concussions are no different. As a result, education of administrators, coaches, parents and students is the key to student-athlete's safety.

### **If you think your child has suffered a concussion**

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. The Return-to-Play Policy of the IESA and IHSA requires athletes to provide their school with written clearance from either a physician licensed to practice medicine in all its branches or a certified athletic trainer working in conjunction with a physician licensed to practice medicine in all its branches prior to returning to play or practice following a concussion or after being removed from an interscholastic contest due to a possible head injury or concussion and not cleared to return to that same contest. In accordance with state law, all schools are required to follow this policy.

You should also inform your child's coach if you think that your child may have a concussion. Remember it's better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

For current and up-to-date information on concussions you can go to:

<http://www.cdc.gov/ConcussionInYouthSports/>

### **Student/Parent Consent and Acknowledgements**

By signing this form, we acknowledge we have been provided information regarding concussions.

#### **Student**

Student Name (Print): \_\_\_\_\_

Grade: \_

Student Signature: \_\_\_\_\_

Date: \_

#### **Parent or Legal Guardian**

Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_

Relationship to Student: \_\_\_\_\_

Each year IESA member schools are required to keep a signed Acknowledgement and Consent form and a current Pre-participation Physical Examination on file for all student athletes.



# **High School Athletics Policy Handbook**

**2021-2022  
School Year**

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## **PHILOSOPHY OF THE DECATUR PUBLIC SCHOOLS ATHLETIC PROGRAM**

The athletic program is an integral part of the education of all students who attend the Decatur Public Schools. Our goals and objectives are consistent with and comparable to those of the school district. All students have an equal opportunity to participate in athletic programs. No student shall be deprived of the right to participate because of lack of financial resources, nationality, race, color, religion, or sex, sexual orientation, disability, or marital status.

The athletic program will be broad based and as extensive as the facilities, staff, and finances can adequately support.

The leadership shall be of the highest quality so as to exemplify to the participants the desired type of individual to be developed from the athletic program.

The measurement of success of the leadership is not limited to won and lost records. It includes the success experienced in helping each participant develop his/her talents and desirable personal characteristics to their fullest.

The athletic program is a laboratory where students experience many of life's situations. Participation in this laboratory activity offers students the opportunity to improve character, dignity, self-worth, and concern for others. Students may learn to develop these human traits and grow as individuals to the extent of their capacity.

**STATEMENT OF PURPOSE FOR THE ATHLETIC PROGRAM OF  
SCHOOL DISTRICT 61**

- A. Participation helps develop character, social competence, cooperation, and moral and ethical values that are an everyday part of our society.
- B. Participation develops a mutual respect for all who are involved in the competition: teammates, opponents, coaches, and officials.
- C. Participants must learn to abide by the rules, regulations, and decisions of officials, just as we all must abide by the laws that govern our society.
- D. Participation leads to a better understanding of our democratic ideals, social and economic well-being, and the spirit of fair play.
- E. Participation teaches a student that discipline and self-sacrifice are necessary ingredients of team work, if the end result is to be accomplished.
- F. Through participation, the individual will develop a healthy body, a sound mind, and a better understanding of individual differences.
- G. Participation provides valuable lessons which are learned in the course of competition; for example, winning, as well as losing, reflects team effort.
- H. Competition helps to develop the fundamental processes that lead to emotional maturity and self-control.
- I. Participation in the athletic program will cause participants and spectators to look forward to attending school, resulting in an improved student attitude toward school and school-related activities.
- J. Participation in athletic competition will give students an opportunity to achieve, not only for themselves, but for their team and school community and receive their just rewards in return.
- K. The individual school administration must provide adequate control and safety measures for the participants, officials, and spectators in order to insure the proper atmosphere for interscholastic events.
- L. Members of the athletic staff shall abide by the rules and regulations and officials' decisions which govern each sport, maintain the highest standard of ethics, recognize each participant as an individual, conduct themselves in a manner befitting their responsibilities, and develop the kind of rapport with the total school community that will improve the total educational program.

## **ORGANIZATION AND ADMINISTRATION THE ILLINOIS HIGH SCHOOL ASSOCIATION**

Dwight D. Eisenhower and Douglas MacArthur High Schools are members of the state association which determines the overall pattern for inter-school athletics in Illinois.

As stated in the constitution of the IHSA:

This Association shall be known as the Illinois High School Association (IHSA). It shall be the purpose of this Association to provide leadership for the development, supervision, and promotion of interscholastic competition and other activities in which its member schools engage. Participation in such interscholastic activities offers eligible students experiences in an educational setting which may provide enrichment to the educational experience.

This Association, through the employment of the instrumentalists, hereinafter shall:

1. supervise and regulate all of the interscholastic activities in which its member schools may engage; and
2. perform such other functions related to interscholastic activities as may from time to time be approved and adopted by the membership.

In the performance of these functions, the objectives of the Association shall be:

1. to stress the educational importance, the cultural values, the appreciations and skills involved in all interscholastic activities, and to promote cooperation and friendship;
2. to regulate interscholastic programs in both character and quantity according to the accepted objectives of secondary education so that interscholastics shall not unduly interfere with nor abridge the regular program of teachers and students in the performances of their regular day to day school duties;
3. to encourage economy in the time of the student and teacher personnel devoted to interscholastic activities;
4. to encourage economy in expenses of interscholastic activities; and
5. to promote only those activities which enhance the school's desired educational goals.

## **CONFERENCE AFFILIATION**

The two Decatur public high schools (Dwight D. Eisenhower and Douglas MacArthur) are members of the Central State 8 Conference.

No conference commitments shall be made which would be inconsistent with the athletic policies of the Decatur high schools.

## **THE DECATUR SCHOOL BOARD**

The Board of Education, responsible directly to the people, is the supreme educational agency for the public schools.

The duties of the Board of Education in athletic matters may be considered to be the same as for education generally. They are as follows:

1. interpreting the needs of the community and requirements of the professional organization;
2. developing policies in accordance with the law and in accordance with the educational needs and wishes of the people;
3. approving means by which professional agents and agencies may make these policies effective;
4. furnishing financial means which provide physical and educational conditions by which organized activity may be carried on;
5. appraising the efficiency of the agents and of the service rendered in terms of their value to the community;
6. keeping the people intelligently informed of the purpose, value, conditions, and needs of the public education within the community.

## **THE SUPERINTENDENT OF SCHOOLS**

The executive function is delegated to the Superintendent of Schools who is charged with the responsibility for devising means and ways of executing efficiently the policies adopted by the Board of Education.

The Superintendent of Schools recommends to the Board of Education the appointment of principals, coaches, assistant coaches, supervisors, and others who are given any responsibility for the handling of inter-school athletics.

He or she approves all policies and procedures recommended by his/her staff and is, in fact, directly responsible to the school board for the successful performance of the organization.

## **THE HIGH SCHOOL PRINCIPALS**

The high school principal is the administrative head of the inter-scholastic athletic activities just as he/she is of all other activities at the school.

As members of Administrative Cabinet, the high school principals help formulate policies. As administrative heads of the schools, they are directly responsible to the state athletic association and the Deputy Superintendent of Schools for the conduct of the schools' athletic activities.

Some specific duties of the Administrative Team and/or Athletic Director are:

1. certifying the eligibility of all players,
2. signing contracts for games,
3. signing contracts for officials,
4. representing the school's position concerning issues which are presented by the IHSA and the Athletic Conference.
5. management and consistent monitoring of the overall athletic program.

## **PROCEDURE FOR ESTABLISHING ATHLETIC POLICY GUIDE**

The athletic directors receive input from the coaching staff in their buildings. Annually, the athletic directors then meet to make recommendations for additions, revisions, or deletions to the present policy.

Recommendations are then taken to the Assistant Superintendent. Items recommended by the athletic directors and approved by the Assistant Superintendent become included in the athletic policy guide. Changes to the policy guide must be approved by the Board of Education.

## **THE COACHES CODE OF ETHICS**

(National Federation Interscholastic Coaches Association)

The function of a coach is to educate students through participation in interscholastic competition. The activity shall be designed to enhance academic achievement and never interfere with opportunities for academic success. Each student shall be treated with the upmost respect, and his or her as welfare must be considered in decisions by the coach at all times. Accordingly, the following guidelines for coaches have been adopted by the NFHS Board of Directors.

The coach must be aware that he or she has a tremendous influence, either good or ill, in the education of the student and, thus, shall never place the value of winning above the value of instilling the highest ideals of character.

The coach shall follow the social media rules and guidelines as outlined by District policy.

The coach shall uphold the honor and dignity of the profession. In all personal contact with the students, officials, athletic directors, school administrators, the state high school athletic association, the media, and the public, the coach shall strive to set an example of the highest ethical and moral conduct.

The coach shall take an active role in the prevention of drug, alcohol, and tobacco abuse.

The coach shall avoid the use of alcohol and tobacco products when in contact with players.

The coach shall promote the entire interscholastic program of the school and direct his or her program in harmony with the total school program.

The coach shall master the contest rules and shall teach them to his or her team members. The coach shall not seek an advantage by circumvention of the spirit or letter of the rules.

The coach shall exert his or her influence to enhance sportsmanship by spectators, and by working closely with cheerleaders, pep club sponsors, booster clubs, and administrators.

The coach shall respect and support contest officials. The coach shall not indulge in conduct which will incite players or spectators against the officials. Public criticism of officials or players is unethical.

The coach should meet and exchange cordial greetings with the opposing coach to set the correct tone for the event before and after the contest.

The coach shall not exert pressure on faculty members to give student special consideration.

The coach shall not scout opponents by any means other than those adopted by the league and/or state high school athletic association.

### **ATHLETIC PROGRAM INTERSCHOLASTIC PROGRAM**

Each of the high schools will offer a program for boys which consists of football, basketball, baseball, cross country, track and field, tennis, golf, soccer, and wrestling. The girl's program will include cross country, soccer, volleyball, tennis, golf, basketball, bowling, track and field, and softball. Cheerleading and E-Sports are co-educational programs offered at both high schools. DPS also offers swimming as individual entries for the IHSA series.

Our district also sponsors representatives to state meets for sports in which we do not have teams. Please see the section entitled "Special Entry Program" for guidelines.

The following chart includes the sports and number of contests permitted in each sport including all tournaments except the IHSA series.

	Varsity	JV/Sophomore	Freshman
Football	9 games	9	9
Basketball	31 games		
Baseball	35 games	35 games	
Bowling	20 dates		
Cross Country	I = 18 dates T = 15 dates		
Golf	18 dates		
Soccer	25 games		
Softball	35 games	35 games	
Tennis	I = 20 dates		
Track & Field	I = 21 dates T = 18 dates	8 outdoor	
Volleyball	31 games		
Wrestling	T=18+0 Trn T=17+1 Trn T=16+2 Trn T=15+3 Trn T=14+4 Trn	12	

\* The number of contests permitted is restricted to the number listed for the two squads. The IHSA sponsored tournaments are permitted in addition to the number of contests listed.

### Additional Program Guidelines:

If, because of the shortage of coaches, a coach cannot be hired to coach a team, the team may not be formed.

## **GUIDELINES FOR CUTTING**

Each participant shall be assured a minimum of three practices before he/she is cut. The number three is used for sports where a large number of candidates try out and there is a limited amount of practice time before the first scheduled contest. Where a fewer number try out, the coach may want to permit more practices before making his first cut. Students, who report late due to participation in other approved school district sports or activities, will have the opportunity to participate in a least three practices before they are cut.

Every effort shall be made by the coach to provide each candidate with an opportunity to demonstrate his/her skill in as many areas as feasible which relate to that particular sport and with the proper equipment to demonstrate this skill.



In all of his contact with the players, the coach must make every effort to treat all candidates fairly and as impartially as possible, recognizing that he may know some candidates from previous associations.

It shall also be the responsibility of the coach, when asked, to encourage, advise, and counsel those athletes cut from the squad to help them prepare for the following year and better understand the reasons for being cut.

### **DISCIPLINARY ACTION**

Participation in athletics is a privilege.

When a student is dropped from his/her team for disciplinary reasons, it is important that he/she receive a fair notice and that he/she be given an opportunity to appeal to administration.

All coaches are responsible for reviewing the athletic code, individual school rules, and rules for their respective sport during the first week of practice with the Athletic Director, assistant coaches, students, and parents.

### **ATHLETIC DIRECTOR AND ATHLETIC OFFICIALS**

#### Hiring of Officials

The hiring of officials shall be mutually satisfactory to the schools involved in the contest concerned. Decatur Public Schools also will conform with conference rules pertaining to the selection of officials. For varsity basketball contests involving intra-city teams, three officials will be hired.

#### Number of Officials (Boys Contests)

<b>Sport</b>	<b>Varsity</b>	<b>Jr. Varsity</b>	<b>Sophomore</b>	<b>Fr-Soph</b>	<b>Freshman</b>
<b>Baseball</b>	2			2	
<b>Basketball</b>	3		3		2
<b>Football</b>	5		4		4
<b>Soccer</b>	3				
<b>Track</b>	2				
<b>Wrestling</b>	2				

Number of Officials (Girls Contests)

<b>Sport</b>	<b>Varsity</b>	<b>Jr. Varsity</b>	<b>Sophomore</b>	<b>Fr-Soph</b>	<b>Freshman</b>
<b>Basketball</b>	3		3		
<b>Softball</b>	2			2	
<b>Track</b>	2				
<b>Volleyball</b>	2		2		2
<b>Lines Judges=2</b>					
<b>Soccer</b>	3				

Please refer to the "Finger Tip Facts and Figures" to determine the pay rate.

### **TRANSPORTATION POLICY**

The guidelines for using school district transportation are:

- A. A yellow school bus or school activity bus shall be used whenever possible. This is the safest means of transportation for our athletes.
- B. A school district van shall be used when there are eight or fewer people making the trip (eight passenger vans includes the driver). Consideration may also be given to using the vans when they are not being used for other school district business and it is more economical to take vans than a bus. For example, vans may be used to transport basketball or wrestling teams to holiday tournaments.

Only school district employees with a valid driver's license shall be permitted to drive a school van. No school employee may transport students in school or private vehicles unless authorized by the administration.

- C. The district prefers that a coach not use his/her personal vehicle to transport players to an athletic contest. If a coach receives permission to transport in his/her vehicle he/she must show adequate insurance coverage, each student must sign a permission form, and the coach will be reimbursed the current school district's rate for mileage when using a personal vehicle for this purpose.
- D. Students are expected to arrive and return from athletic events with their team and coach in the district provided transportation. In the rare event that a student must leave the activity due to an unusual event, the student's parent/legal guardian must present to the student's coach a note signed by them indicating they are taking the student with them and relieving the school of their responsibility of transporting the student back to the school building. A student may only leave with their parent/legal guardian. The District reserves the right to require court documentation of parental / guardian status when releasing a student to a parent/legal guardian.

- E. Every effort will be made to minimize transportation needs through the scheduling of activities.

When ordering a bus or van, a bus request shall be completed electronically. The bus request forms for fall and winter sports shall be submitted prior July 1<sup>st</sup>. Bus requests for spring sports shall be submitted by February 1<sup>st</sup>.

## **TRANSPORTATION PROCEDURES**

The Decatur Public School District provides transportation for IHSA sanctioned contests using the following as guidelines. All arrangements for the transportation of students is to be arranged by the district's transportation department, phone 362-3026.

**High School:** Transportation is restricted to active participants. Active participants include students expected to be in uniform, student manager(s), school district paid coaches, approved volunteer coaches, trainer, adults paid to act as scorekeepers or minor officials, athletic directors, and school/district administrators. Persons not eligible to ride include parents, student spectators, pom pon squads, spouses/children.

**Cheerleaders:** The district-paid cheerleading advisor must accompany the cheerleaders on the bus.

**Bus Information:** All buses must be requested through the normal district procedure. Athletics have a priority over other types of events only if ordered in advance and in this manner. Buses utilized for athletic transportation have a capacity of 62 if seated 3 to a seat. If seated 2 to a seat, the capacity is 44.

**Vans:** District 61 has a fleet of 5 student vans. Seating capacity is 8 persons including the driver. The transportation department may rent cars or vans which meet state requirements when necessary. Students are never allowed to drive district-owned or rented vehicles and are never given mileage reimbursement. Drivers must be district-approved persons. The vans are to be picked up the day of use and returned immediately after use.

**Personal Cars:** District 61 prefers that personal vehicles are not used. In limited circumstances, the district will pay a coach mileage in lieu of using a district van. A coach should never be required to drive his/her own vehicle when transporting student athletes to compete in out-of-town IHSA events. A coach is required to have administrative permission to use his/her personal vehicle prior to the event, shall submit proof of insurance, and student athletes shall be required to submit a permission form if riding in a coach's personal vehicle. Student athletes shall never be permitted to use private vehicles as transportation to compete in an out-of-town event. Students will not be reimbursed for mileage.

Vans and buses may be used for reward purposes, such as team trips to University of Illinois games. Trips to theme parks cannot be charged to the transportation or education fund. School buses and vans may be used, if available, but must be paid for from building and/or activity funds.

## TRANSPORTATION POLICY FOR INTRA-CITY GAMES

<b>Sport</b>	<b>Transportation – Furnished</b>	<b>Transportation – Not Furnished</b>
Varsity Football	X	
JV Football	X	
Sophomore Football	X	
Freshman Football	X	
Varsity Basketball (Boys and Girls)		X
JV Basketball		X
Sophomore Basketball*		X
Freshman Basketball*		X
Varsity Wrestling		X
Fr-Soph Wrestling*		X
Varsity Baseball		X
Fr-Soph Baseball*	X	X
Varsity Soccer (Boys and Girls)*		X
Varsity Softball		X
Fr-Soph Softball*	X	X
Varsity Track*		X
Fr-Soph Track*	X	X
Varsity Volleyball*		
Fr-Soph Volleyball*	X	X

\*Bus may be used if the game is scheduled on a school day, at a time when a school bus is available. If a bus is used, coaches will not be paid mileage. Pending need.

## STUDENT CODE OF ETHICS

**Decatur Public Schools 61 considers the welfare of the student our priority consideration.**

A firm and fair policy of enforcement is necessary to uphold the regulations and standards of the athletic department. Decatur Public Schools Administration and the coaching staff feel strongly that high standards of conduct and citizenship are essential in maintaining a sound program of athletics. All athletes shall abide by a code of ethics which will earn them the honor and respect that participation and competition in the interscholastic program affords.

Any conduct that results in dishonor to the athlete, the team, the school, or Decatur Public Schools will not be tolerated. Acts of unacceptable conduct, such as, but not limited to theft, vandalism, disrespect, immorality or violations of law, tarnish the reputation of everyone associated with the athletic programs and will not be tolerated.

### **Policy Regarding Parental Concerns**

A copy of the team rules, seasonal activity participation, and the Athletic Code will be distributed to parents and attached to the permission form. Coaches shall have mandatory parent meetings

before the start of the sport season and review their rules and schedules. Parents are expected to be role models of good sportsmanship and support for the sport that their student participates.

In the event that a parent has a concern involving a coach or sport program that their student participates, the following guidelines shall be followed:

1. Concerns such as playing time, player positions, coaching philosophy or game strategy are NOT items warranting individual coach/parent discussion.
2. Other parent concerns shall be addressed by the parent making an appointment with the coach for a private parent/coach conversation to discuss the concern and reach a resolution.
3. If the meeting between the parent and coach does not resolve the concern, the parent may request a meeting with the Athletic Director and the coach to further discuss the concern and reach a resolution.
4. If this meeting does not resolve the concern, a final meeting between the Principal, the Athletic Director, the coach and the parent will be scheduled to discuss the concern.
5. The Principal is the administrative head of all inter-scholastic activities in the school and is the IHSA or IESA District Representative for the District. The final decision and appeal for a resolution of the concern will be made by the Principal after the final meeting.
6. Do not approach the coaches or players immediately following a game.

## **DECATUR PUBLIC SCHOOLS ATHLETIC CODE**

### **PROCEDURES**

1. Coaches' rules shall be written and distributed so all participants and parents may read and review them. Rules will be shared through mandatory parent meetings.
2. Each coach will hold a team meeting to review team rules with the participants at the beginning of the sport season to make sure the participants are aware of them. A copy of the team rules, seasonal activity participation, and the Athletic Code will be distributed to the parents, or available online, attached to a participation permission form.
3. Coaches' rules must also include consequences for students who violate the rules.
4. Any student accused of violating a rule and subject to a consequence of a suspension of greater than three (3) games shall be informed of the nature of the offense and may request a hearing before the Principal and Athletic Director.

### **OFFENSES IN VIOLATION OF THE HIGH SCHOOL ATHLETIC CODE**

**A student found in violation of the Athletic Code may receive consequences up to and including dismissal from the team/activity for the remainder of the season or school year. Such violations include, but are not limited to:**

- Use, possession, transfer, attempted transfer, sale or attempted sale of alcohol, tobacco products, e-cigarettes and/or any controlled/illegal substances or any lookalike, including any substance held out to be a drug, alcohol or tobacco product.

- **Violations of individual coaches' rules, insubordination, poor sportsmanship, conduct detrimental to the team and to school spirit.**
- **Violations of academic integrity and ethics.**
- **Violations of the DPS 61 Student Code of Conduct.**

## **ENFORCEMENT**

A student who violates the Athletic Code and who has been provided a hearing and assessed a consequence cannot avoid the consequence by transferring to another Decatur Public High School. The penalty will be enforced at the student's new school before the student can become eligible for participation.

## **SEASONAL ACTIVITY PARTICIPATION**

Limited dual participation in activities is permissible. The philosophy of our district is to permit a student with a special talent to contribute to the success of an activity in an additional program. The student must designate one activity as his/her primary activity. His/her first commitment is to the activity that he/she is considered to have designated as his/her primary activity.

To apply this guideline to a situation where a student has a conflict between school activities, the following procedure will be followed to resolve the situation:

- Step 1** The student shall inform teachers, coaches, etc. of the conflict and attempt to resolve the situation on his/her own.
- Step 2** Unresolved conflicts will be jointly discussed by both instructors in an attempt to reach resolution. Where possible, teachers/coaches will work to share the student fairly between conflicting activities. Consideration will be given to the nature and importance of the opposing activities. For example, games/matches, competitions, and performances take precedence over practices.
- Step 3** If the conflict cannot be resolved in the preceding steps, the matter shall be appealed to the building level administration for resolution. Resolution will then involve consideration of the designated primary activity and the nature and importance of the conflicting activity. Care will be taken to resolve the conflict in the best interest of the student and the school.

No penalty shall be assessed to the student if the resolution procedure results in a missed practice, performance, competition, etc.

### **Examples of dual participation in two athletic teams are:**

1. A soccer player who wishes to punt, kick field goals, and/or kick off for football.  
Special note - players who cross over from soccer to football need to be physically conditioned to football situations.
2. A volleyball player who wishes to participate in girls IHSA golf tournament.

3. A baseball or softball player who can fill in on the relay team for track.
4. A cheerleader must be permitted to participate in spring sports.

Sophomores, Juniors, or Seniors who quit a fall sport may not go out for a winter sport until the fall sports season is over. Special circumstances will be considered in an appeal.

Sophomores, Juniors, or Seniors who quit a winter sport may not go out for a spring sport until the winter sports season is over. Special circumstances will be considered in an appeal.

A freshman shall be allowed to leave a team on or before the first day of school for a fall sport and on or before Thanksgiving for a winter sport without being penalized.

### **STUDENT ASSIGNMENTS, RESIDENCY, AND TRANSFERS**

Student enrollment and attendance center assignments shall be governed by the Decatur School District No. 61 policies and the Illinois school residency laws found in the *Illinois School Code*.

- A. If the parent(s) of a middle/high school student move(s) after the start of the school year, the *Illinois School Code* allows that student to complete the current school year only at the same school. IHSA Athletic Eligibility By-Laws require a ruling on IHSA eligibility by the Executive Director in the event of such circumstances.
- B. Students who have attended one school while enrolled in Decatur Public Schools for their entire high school career and whose parents, custodial parent, or court appointed guardian move from the attendance area traditionally served by that school following the student's completion of the eleventh (11<sup>th</sup>) grade, may remain in that school and retain eligibility if the student has attained senior classification by the beginning of the new academic year and with the appropriate amount of credits subject to IHSA eligibility restrictions and the DPS 61 criteria below:
  - a. Parent(s) provide transportation.
  - b. Absenteeism and tardiness shall not increase beyond the student's previous record.
  - c. The student shall be picked up promptly after school or practice.
- C. Transfer Rules for Athletics
  1. If a student's attendance center is determined by an IEP Team, the student shall be eligible at either their home high school or eligible at both their home high school or at the school housing the special education setting as governed by IHSA by-laws.
  2. If a student transfers from one attendance center to another attendance center in the Decatur School District, IHSA rules will apply in all cases.

Also, the Decatur Public Schools shall abide by the IHSA Athletic Eligibility By-Laws for all provisions including Attendance (3.010), Residence (3.030), Transfer (3.040), and Scholastic Standing (3.020).

## **SCHOLASTIC STANDING**

The Board of Education Policy states:

Students in grades 9-12 must satisfy the Illinois High School Association's scholastic standing requirements (in District 61 the requirement of passing at least 25 credit hours of high school work per week). Any student participant failing to meet these academic criteria shall be suspended from the activity until the specified academic criteria are met.

Each team coach will provide the athletic director a list of participants that will be used to generate the official eligibility list. The athletic director will then provide the official participant list to the eligibility secretary who will in turn generate a master eligibility list. The secretary will then provide this official list to each teacher for the eligibility grade checks. Each week the eligibility secretary will provide to the athletic director, appropriate coach, and the building principal a list of any student athlete who is failing and/or is ineligible for athletic participation the next week. It is imperative that all teachers enter grades into the grading system by Thursday midnight. The period of ineligibility shall run from Monday morning through Sunday evening following the grade check announcement on Friday. A student shall be declared academically ineligible if he/she is not passing twenty-five credit hours of course work for the preceding week of the scheduled contests.

### **MAKING THE WEEKLY ELIGIBILITY CHECK**

The following procedure shall be followed in making the weekly eligibility check. "Twenty-five (25) credit hours of high school work" is defined as any combination of subjects, accepted by local high school authorities in determining the requirements for graduation and which accumulates at least two (2) credits or its equivalent per semester. Since the rules require that a student must be passing in twenty-five (25) credit hours per week, a weekly check of each student athlete's scholastic eligibility is necessary.

Most important to note is that "a student must satisfy all academic standards (i.e., pass five classes with a grade of D or above)" is determined to measure a student's performance on a cumulative basis from the beginning of a semester through the date on which the check is made.

Schools shall conduct this weekly check in a consistent manner convenient to its individual operations. Student eligibility or ineligibility is then enforced on the Monday following the date of the check. For example, consider a school which checks eligibility every Wednesday. Records are processed through the computer and a printout of all athletes' standings is given to the athletic director on Friday. His office reviews the list and reports Thursday afternoon to the principal that a student is not passing twenty-five (25) hours as of this check. The principal informs the student and coaches on Friday morning that the student is not passing the required work and is, thus, ineligible for one week, beginning the following Monday morning. The student may play in contests held that evening or on Saturday, the next day; however, the entire next week, the student is ineligible.



## **AGE**

### **IHSA By-Law**

4.061: "A student shall be eligible through age nineteen (19) unless the student shall become twenty (20) during a sport season, in which event eligibility shall terminate on the first day of such season (as the season is defined in Section 5.000 of these By-laws).

## **ATHLETIC INJURIES**

The procedure for reporting accidents in the interscholastic program shall be as follows:

Accidents that occur in the interscholastic program shall be reported on the Decatur Public Schools Student Accident Report form using the same criteria for reporting as in any other reportable accident. The accident form shall be completed and provided to the school office.

School District 61 employs Decatur Memorial Hospital Sports Medicine and Physical Therapy to provide athletic training services. There is no charge to the student for services. Athletic directors shall notify Sports Medicine and Physical Therapy at 876-2690 of services required. The athletic directors will provide Sports Medicine and Physical Therapy a complete schedule of events which designate times, dates, and locations of events. Revisions to schedules shall be promptly faxed to 876-6825.

District 61 will not assume any financial obligations for rehabilitation treatment provided by Decatur Memorial Hospital.

## **INSURANCE**

The District has an accident insurance policy in place that covers all student athletes. Requirement for student proof of insurance is no longer necessary.

## **PHYSICAL EXAMINATION**

Students in their first seven (7) semesters of attendance shall have filed with their high school principal a certificate of physical fitness issued by a licensed physician not more than one year preceding practice or participation in any interscholastic athletic contest or activity. Students in their eighth (8th) semester of attendance shall have filed with their high school principal a certificate of physical fitness issued by a licensed physician not more than thirteen (13) months preceding practice or participation in any interscholastic athletic contest or activity.

## **PARENT PERMITS**

Parent permit forms will be provided by the district. Each participant shall be required to have a signed form on file in the athletic director's office before the student may participate in any sport. A sample of a parent permit may be found on page 26.

## **PARTICIPATION FEE**

All students who participate in the athletic program will be assessed a participation fee. The participation fee is \$20 per sport or a total cap of \$100 per family, (please refer to the Finger Tips Facts and Figures on page 33). The fee will be used to offset the cost of supplies and other program expenses. The procedure for collecting the money is:

- A. Participant should pay the fee before he/she is permitted to compete unless he/she has successfully completed a DPS 61 fee waiver.
- B. In those sports where it is necessary to cut, only those students who make the squad will be expected to pay.

## **POLICY FOR STUDENTS ATTENDING STATE TOURNAMENTS**

### ATTENDANCE

Athletes must be in attendance at least one-half day on the day of an activity to be eligible to participate that day. The principal will make all eligibility decisions concerning any unusual circumstances.

## **STANDARDS AND AWARDS FOR INTERSCHOLASTIC SPORTS**

In addition to meeting the minimum standards for earning awards as outlined below, a participant must complete the season in good standing as determined by the athletic director and the coach of that particular sport. In case of injury, the participant's record shall count only for those games in which he/she was physically able to participate.

The criteria for earning awards in the various sports are:

### Football

A player must participate in one-third or more of the total number of quarters.

### Basketball

A player must participate in one-third or more of the total number of quarters.

### Baseball and Softball

A player shall participate in at least one-half of the games; a pitcher in one-third of the games.

### Bowling

A player must bowl in one-third of the games bowled by the team.

### Soccer

A participant must play in at least one-third of the quarters which the team plays.

### Volleyball

A varsity player must participate in one-third of all games played; a junior varsity player in one-third of all games that are played.

### Cross Country, Golf, Tennis, Track, Wrestling

A player shall receive one point for participation in a meet or match or two points if the player wins his match, but not on a forfeit, or if he scores points in a track meet.

Freshman and sophomore awards in all sports shall be determined in the same way as varsity awards. Participants who have finished the season in good standing and do not qualify for a plaque or certificate medallion shall be given a certificate of appreciation.

### Standards for Cheerleaders

Awards shall be governed by the Cheerleader's Constitution.

### Special Awards

Patches (4 inches) may be purchased for state championship team members or for individuals who win a state championship.

A senior who has participated three full seasons in any given sport shall be awarded a plaque at the completion of his senior year of competition in that sport.

**DECATUR PUBLIC SCHOOLS**  
**-District Forms-**

**DECATUR PUBLIC SCHOOLS**  
**Agreement to Participate**

**Each student and his or her parent/guardian must read and sign this *Agreement to Participate* each year before being allowed to participate in interscholastic sport(s) or intramural athletics. The completed *Agreement* shall be returned to the Coach.**

**Student name (printed)**

1. I wish to participate in the following interscholastic sport(s): \_\_\_\_\_ (fill in blank)
2. Before I will be allowed to participate, I must provide the School District with a certificate of physical fitness (if participating in interscholastic sport(s), the Pre-Participation Physical Examination Form serves this purpose), and complete any forms required by the Illinois High School Association (IHSA).
3. I agree to abide by all conduct rules and will behave in a sportsmanlike manner. I agree to follow the coaches' instructions, playing techniques, and training schedule as well as all safety rules.
4. I understand that Board policy 7:305, *Student Athlete Concussions and Head Injuries*, requires, among other things, that a student athlete who exhibits signs and symptoms, or behaviors consistent with a concussion or head injury must be removed from participation or competition at that time and that such student will not be allowed to return to play unless cleared to do so by a physician licensed to practice medicine in all its branches or a certified athletic trainer and subject to all District return-to-play and return-to-learn protocols.
5. I am aware that with participation in sports comes the risk of injury, and I understand that the degree of danger and seriousness of risk vary significantly from one sport to another with contact sports carrying the highest risk. I am aware that participating in sports involves travel with the team. I acknowledge and accept the risks inherent in the sport(s) or athletics in which I will be participating and in all travel involved. I agree to hold the District, its employees, agents, coaches, school board members, and volunteers harmless from any and all liability, actions, claims, or demands of any kind and nature whatsoever that may arise by or in connection with my participating in the school-sponsored interscholastic sport(s) or intramural athletics. The terms hereof shall serve as a release and assumption of risk for my heirs, estate, executor, administrator, assignees, and for all members of my family.

**Student signature:**

**Date:**

## Parent Permit

To be read and signed by the parent/guardian of the student:

1. I am the parent/guardian of the above named student and give my permission for my child or ward to participate in the interscholastic sport(s) or intramural athletics indicated. I have read the above *Agreement to Participate* and understand its terms.
2. I acknowledge having received the attached *Concussion Information Sheet*.
3. I understand that all sports can involve many **risks of injury**, and I understand that the degree of danger and seriousness of risk vary significantly from one sport to another with contact sports carrying the higher risk. I am aware that participating in sports involves travel with the team. In consideration of the School District permitting my child to participate, I agree to hold the District, its employees, agents, coaches, board members and volunteers harmless from any and all liability, actions, claims or demands of any kind and nature whatsoever that may arise by or in connection with the participation of my child in the sport(s) or athletics. I assume all responsibility and certify that my child is in good physical health and is capable of participation in the above indicated sport or athletics.

**Parent/Guardian signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### Emergency Contact Information

**Name:** \_\_\_\_\_ **Relationship to student:** \_\_\_\_\_

**Day phone number:** \_\_\_\_\_ **Evening phone number:** \_\_\_\_\_

**Cell phone number:** \_\_\_\_\_ **Other:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Relationship to student:** \_\_\_\_\_

**Day phone number:** \_\_\_\_\_ **Evening phone number:** \_\_\_\_\_

**Cell phone number:** \_\_\_\_\_ **Other:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Relationship to student:** \_\_\_\_\_

**Day phone number:** \_\_\_\_\_ **Evening phone number:** \_\_\_\_\_

**Cell phone number:** \_\_\_\_\_ **Other:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Relationship to student:** \_\_\_\_\_

**Day phone number:** \_\_\_\_\_ **Evening phone number:** \_\_\_\_\_

**Cell phone number:** \_\_\_\_\_ **Other:** \_\_\_\_\_

### **IHSA Pre-participation Examination Link**

<https://www.ihsa.org/documents/sportsMedicine/Pre-participation%20Examination%202012-13.pdf>

## Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You can’t see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

Symptoms may include one or more of the following:	
<ul style="list-style-type: none"><li>• Headaches</li><li>• “Pressure in head”</li><li>• Nausea or vomiting</li><li>• Neck pain</li><li>• Balance problems or dizziness</li><li>• Blurred, double, or fuzzy vision</li><li>• Sensitivity to light or noise</li><li>• Feeling sluggish or slowed down</li><li>• Feeling foggy or groggy</li><li>• Drowsiness</li><li>• Change in sleep patterns</li></ul>	<ul style="list-style-type: none"><li>• Amnesia</li><li>• “Don’t feel right”</li><li>• Fatigue or low energy</li><li>• Sadness</li><li>• Nervousness or anxiety</li><li>• Irritability</li><li>• More emotional</li><li>• Confusion</li><li>• Concentration or memory problems (forgetting game plays)</li><li>• Repeating the same question/comment</li></ul>






Signs observed by teammates, parents and coaches include:
<ul style="list-style-type: none"><li>• Appears dazed</li><li>• Vacant facial expression</li><li>• Confused about assignment</li><li>• Forgets plays</li><li>• Is unsure of game, score, or opponent</li><li>• Moves clumsily or displays incoordination</li><li>• Answers questions slowly</li><li>• Slurred speech</li><li>• Shows behavior or personality changes</li><li>• Can’t recall events prior to hit</li><li>• Can’t recall events after hit</li><li>• Seizures or convulsions</li><li>• Any change in typical behavior or personality</li><li>• Loses consciousness</li></ul>

### **What can happen if my child keeps on playing with a concussion or returns too soon?**

Athletes with the signs and symptoms of concussion shall be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athletes will often fail to report symptoms of injuries. Concussions are no different. As a result, education of administrators, coaches, parents and students is the key to student-athlete's safety.

### **If you think your child has suffered a concussion**

Any athlete even suspected of suffering a concussion shall be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance and adherence to the School District's return-to-play and return-to-learn protocols. Close observation of the athlete shall continue for several hours. IHSA Policy requires athletes to provide their school with written clearance from either a physician licensed to practice medicine in all its branches or a certified athletic trainer working in conjunction with a physician licensed to practice medicine in all its branches prior to returning to play or practice following a concussion or after being removed from an interscholastic contest due to a possible head injury or concussion and not cleared to return to that same contest. In accordance with state law, all IHSA member schools are required to follow this policy.

You should also inform your child's coach if you think that your child may have a concussion. Remember it's better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

**For current and up-to-date information on concussions you can go to:  
<http://www.cdc.gov/ConcussionInYouthSports/>**

**Adapted by the Illinois High School Association from the CDC and the 3<sup>rd</sup> International Conference on Concussion in Sport, Document created 7/1/2011. Reviewed 4/24/2013.**





## **IHSA Sports Medicine Acknowledgement & Consent Form**

### **IHSA PERFORMANCE-ENHANCING SUBSTANCE TESTING POLICY**

In 2008, the IHSA Board of Directors established the association's Performance-Enhancing Substance (PES) Testing Program. Any student who participates in an IHSA-approved or sanctioned athletic event is subject to PES testing. A full copy of the testing program and other related resources can be accessed on the IHSA Sports Medicine website. Additionally, links to the PES Policy and the association's Banned Drug classes are listed below. School administrators are able to access the necessary resources used for program implementation in the IHSA Schools Center.

#### **IHSA PES Testing Program**

<http://www.ihsa.org/documents/sportsMedicine/2014-15/2014-15%20PES%20policy%20final.pdf>

#### **IHSA Banned Drug Classes**

<http://www.ihsa.org/documents/sportsMedicine/2014-15/2014-15%20IHSA%20Banned%20Drugs.pdf>

### **IHSA STEROID TESTING POLICY CONSENT TO RANDOM TESTING**

As a prerequisite to participation in IHSA athletic activities, we agree that I/our student will not use performance-enhancing substances as defined in the IHSA Performance-Enhancing Substance Testing Program Protocol. We have reviewed the policy and understand that I/our student may be asked to submit to testing for the presence of performance-enhancing substances in my/our student's body either during IHSA state series events or during the school day, and I/our student do/does hereby agree to submit to such testing and analysis by a certified laboratory. We further understand and agree that the results of the performance-enhancing substance testing may be provided to certain individuals in my/our student's high school as specified in the IHSA Performance-Enhancing Substance Testing Program Protocol which is available on the IHSA website at [www.IHSA.org](http://www.IHSA.org). We understand and agree that the results of the performance-enhancing substance testing will be held confidential to the extent required by law. We understand that failure to provide accurate and truthful information could subject me/our student to penalties as determined by IHSA.

A complete list of the current IHSA Banned Substance Classes can be accessed at

<http://www.ihsa.org/documents/sportsMedicine/2014-15/2014-15%20IHSA%20Banned%20Drugs.pdf>

## ACKNOWLEDGEMENT AND CONSENT

### Student/Parent Consent and Acknowledgements

By signing this form, we acknowledge we have been provided information regarding concussions and the IHSA Performance-Enhancing Testing Policy. We also acknowledge that we are providing consent to be tested in accordance with the procedures outlined in the IHSA Performance-Enhancing Testing Policy.

#### Student

Student Name (Print): \_\_\_\_\_ Grade (9-12): \_\_\_\_\_

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### Parent or Legal Guardian

Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Relationship to student: \_\_\_\_\_

### Consent to Self Administer Asthma Medication

As a patient under my care, \_\_\_\_\_, is prescribed to self-administer the following asthma medication.

Medication: \_\_\_\_\_

Purpose: \_\_\_\_\_

Dosage: \_\_\_\_\_

Time/Special Circumstances: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Printed Name of Physician**

\_\_\_\_\_  
**Signature of Physician**

\_\_\_\_\_  
**Date**

I, \_\_\_\_\_, do hereby give my son/daughter, \_\_\_\_\_, Permission to self-administer his/her asthma medication as prescribed by his/her physician during athletic competition.

\_\_\_\_\_  
**Printed Name of Parent/Guardian**

\_\_\_\_\_  
**Signature of Parent/Guardian**

\_\_\_\_\_  
**Date**

# DECATUR PUBLIC SCHOOL DISTRICT 61

## STUDENT ACCIDENT REPORT

Student's Name \_\_\_\_\_ Home Address \_\_\_\_\_  
 School \_\_\_\_\_ Grade \_\_\_\_\_ Age \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_  
 Date of Accident \_\_\_\_\_ Exact Time \_\_\_\_\_ A.M. \_\_\_\_\_ P.M. \_\_\_\_\_  
 Place of Accident: School Building \_\_\_\_\_ School Grounds \_\_\_\_\_ To/From School \_\_\_\_\_  
 Other \_\_\_\_\_  
 Non-School: Home \_\_\_\_\_ Other \_\_\_\_\_ Number of Days Absent From School\* \_\_\_\_\_

(\*If student is absent for an extended period of time, send preliminary report. Send revision when student returns to school.)

<b>DESCRIPTION OF ACCIDENT:</b> How did it happen? What was student doing? List the conditions existing. Specify machinery or other equipment involved. Describe the school accident to the extent that you feel a person who has not seen the accident will know what has happened. <b><i>Was student taken to emergency room or a doctor's office?</i></b>	<b>MAJOR CAUSE OF ACCIDENT</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Basketball  <input type="checkbox"/> Classroom  <input type="checkbox"/> Fall  <input type="checkbox"/> Football  <input type="checkbox"/> Free Play  <input type="checkbox"/> Icy Conditions  <input type="checkbox"/> Kicked  <input type="checkbox"/> P.E. Class  <input type="checkbox"/> Pushed  <input type="checkbox"/> Other (specify):         </div> <div style="width: 48%;"> <input type="checkbox"/> Ran together  <input type="checkbox"/> Scuffling/fighting  <input type="checkbox"/> Struck by moving object  <input type="checkbox"/> Struck fixed object  <input type="checkbox"/> Stepped on object  <input type="checkbox"/> Tripped  <input type="checkbox"/> Twisted body joint  <input type="checkbox"/> Wrestling         </div> </div>
<b>ACCIDENTS BY ACTIVITIES</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Apparatus  <input type="checkbox"/> Baseball  <input type="checkbox"/> Basketball  <input type="checkbox"/> Classroom  <input type="checkbox"/> Football  <input type="checkbox"/> Free Play  <input type="checkbox"/> Home  <input type="checkbox"/> Volleyball  <input type="checkbox"/> Wrestling  <input type="checkbox"/> Other (Specify):         </div> <div style="width: 48%;"> <input type="checkbox"/> Rehearsal  <input type="checkbox"/> Shop  <input type="checkbox"/> Softball  <input type="checkbox"/> Stairs  <input type="checkbox"/> Showers  <input type="checkbox"/> To/From School  <input type="checkbox"/> Tumbling/Gymnastics  <input type="checkbox"/> Organized Active  <input type="checkbox"/> Physical Education         </div> </div>	<b>NATURE OF INJURY</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Abrasion  <input type="checkbox"/> Amputation  <input type="checkbox"/> Broken Teeth  <input type="checkbox"/> Bruise  <input type="checkbox"/> Burn  <input type="checkbox"/> Caused Ache  <input type="checkbox"/> Concussion  <input type="checkbox"/> Contusion  <input type="checkbox"/> Other (Specify):         </div> <div style="width: 48%;"> <input type="checkbox"/> Cut  <input type="checkbox"/> Dislocation  <input type="checkbox"/> Fracture  <input type="checkbox"/> Pulled Muscle  <input type="checkbox"/> Puncture  <input type="checkbox"/> Scratch  <input type="checkbox"/> Sprain/Strain  <input type="checkbox"/> Torn Ligament         </div> </div>
<b>LOCATION OF ACCIDENT</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Athletic Field  <input type="checkbox"/> Auditorium  <input type="checkbox"/> Cafeteria  <input type="checkbox"/> Classroom  <input type="checkbox"/> Corridors  <input type="checkbox"/> Gymnasium  <input type="checkbox"/> Gym-Outside  <input type="checkbox"/> Industrial Arts  <input type="checkbox"/> Other (Specify):         </div> <div style="width: 48%;"> <input type="checkbox"/> Locker  <input type="checkbox"/> Shower  <input type="checkbox"/> Playground  <input type="checkbox"/> Restroom  <input type="checkbox"/> School Crossing  <input type="checkbox"/> Stairs  <input type="checkbox"/> Streets  <input type="checkbox"/> Sidewalks         </div> </div>	<b>PART OF THE BODY INJURED (Right or left)</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 33%;"> <input type="checkbox"/> Abdomen  <input type="checkbox"/> Ankle  <input type="checkbox"/> Arm  <input type="checkbox"/> Back  <input type="checkbox"/> Chest  <input type="checkbox"/> Chin  <input type="checkbox"/> Ear  <input type="checkbox"/> Elbow  <input type="checkbox"/> Other (Specify):         </div> <div style="width: 33%;"> <input type="checkbox"/> Eye  <input type="checkbox"/> Face  <input type="checkbox"/> Finger  <input type="checkbox"/> Foot  <input type="checkbox"/> Hand  <input type="checkbox"/> Head  <input type="checkbox"/> Hip  <input type="checkbox"/> Knee         </div> <div style="width: 33%;"> <input type="checkbox"/> Leg  <input type="checkbox"/> Mouth  <input type="checkbox"/> Neck  <input type="checkbox"/> Nose  <input type="checkbox"/> Ribs  <input type="checkbox"/> Shoulder  <input type="checkbox"/> Teeth  <input type="checkbox"/> Wrist         </div> </div>

Signature of person in charge \_\_\_\_\_ Report prepared by \_\_\_\_\_

Signature of Principal \_\_\_\_\_ Date of Report \_\_\_\_\_

**SEND ORIGINAL OF THIS REPORT TO KEIL BUSINESS OFFICE – ATTENTION: C  
 KEEP A COPY FOR YOUR RECORDS**

(Rev. 8/07)

# ATHLETIC FINGER TIP FACTS AND FIGURES

## DPS HIGH SCHOOL EVENTS (not including conference, district and state contest)

### TICKET PRICES

<b>General Admission</b>	<b>Adult</b>	<b>Student</b>
Varsity Football & Boys Varsity Basketball	\$ 5.00	\$ 3.00 (under 12 \$1.00)
Volleyball & Girls Varsity Basketball	\$ 4.00	\$ 2.00
Varsity Boys Wrestling	\$4.00	\$ 2.00
Underclass Football & Basketball	\$2.00	\$1.00
Senior Citizen with Medicare Card	\$1.00	
Varsity Soccer	Free	Free
Baseball, Softball, Track & Field	Free	Free
<b>All Sports Season Pass</b>	\$50.00	
<b>Student Participation Fee</b>	\$20.00 per sport	

### OFFICIALS

<b><u>Football</u></b>		Varsity + Sophomore	2 at \$85 each
Varsity	5 at \$70 each	Sophomore	2 at \$50 each
Freshman or Sophomore	4 at \$50 each		
Freshman + Sophomore	4 at \$100 each		
Varsity + Sophomore	5 at \$115 each		
<b><u>Volleyball</u></b>			
Varsity + Sophomore	2 at \$65 each		
Varsity lines person	2 at \$10 each		
Varsity+ Sophomore+ Freshman	2 at \$85 each		
Freshman + Sophomore	2 at \$55 each		
Freshman (3 out of 5)	2 at \$45 each		
Tournaments	determined by host school		
<b><u>Basketball – Boys</u></b>			
Varsity	3 at \$70 each		
Preliminary contest	3 at \$50 each		
Freshman (2 contests A & B)	2 at \$65 each		
Freshman (1 contest)	2 at \$45 each		
Freshman + Sophomore	2 at \$95 each		
Tournaments	determined by host school		
<b><u>Basketball – Girls</u></b>			
Varsity	3 at \$70 each		
Preliminary contest	2 at \$50 each		
Freshman	2 at \$45 each		
Freshman + Sophomore	2 at \$95 each		
Tournaments	determined by host school		
<b><u>Baseball</u></b>			
Varsity	2 or 3 at \$60 each		
Sophomore	2 at \$50 each		
Freshman	2 at \$50 each		
Varsity Doubleheader	2 or 3 at \$120 each		
Varsity Tripleheader	3 at \$160 each		
Varsity + Sophomore	2 at \$105 each		
Fresh/Soph (JV) doubleheader	2 at \$100 each		
<b><u>Softball</u></b>			
Varsity	2 at \$55 each		
Varsity Doubleheader	2 at \$120 each		
Varsity Tripleheader	2 at \$150 each		
		<b><u>Wrestling</u></b>	
		Varsity Dual	1 at \$65
		Varsity Two Duals	1 at \$100
		1-2, 1-3, 2-3 DNW	
		Varsity Double Dual Triangular	1 at \$125
		1-2, 2-3, 1-3	
		Varsity Double Dual (split mats)	2 at \$90 each
		Varsity Triple Dual Quad	2 at \$125 each
		Sophomore- Dual	1 at \$55
		Sophomore Two Duals	1 at \$90
		Sophomore Double Dual Triangular	1 at \$105
		Sophomore- Double Dual (Split mats)	2 at \$80
		Sophomore-Triple Dual Quad	2 at \$105 each
		Tournaments	determined by host school
		<b><u>Track</u></b>	
		Starter Official - Dual	1 at \$50
		Starter Official - Triangular	1 at \$55
		Starter Official – each additional team	\$5
		Conference Meet - Starter	1 at \$95
		Conference Meet - Asst. Starter	1 at \$70
		Invitationals	determined by host school
		<b><u>Swimming</u></b>	
		Starter Official	1 at \$45
		Judges	1 at \$35
		Conference Meet - Starter	1 at \$70
		Conference Meet - Judges	3 at \$45 each
		<b><u>Soccer</u></b>	
		Varsity	2 or 3 at \$45 each
		Varsity + Sophomore	2 or 3 at \$70 each
		Sophomore	2 at \$35 each
		Tournaments	determined by host school
		<b><u>Cross County</u></b>	
		Conference Meet Starter	1 at \$55

## HOME GAME PERSONNEL

Ancillary duties for game day or miscellaneous support personnel will follow the Board approved Flat Rate Short-term Rate of Pay.

### 2021-2022 Athletics

- Game Day Personnel – Operations (Hourly \$15.00)
- Game Day Personnel - Score Board Operator / Score Keeper (Hourly \$15.00)
- Game Day Personnel - Gym Manager (Hourly \$15.00)
- Track Timer (Trained) – (Daily \$75.00)

## HOME GAME PERSONNEL ATHLETIC TIME SHEET

\_\_\_\_\_  
Name of Employee

SPORT	ACCOUNT CODE	DATE	JOB DESCRIPTION	HOURLY RATE	TIME		TOTAL TIME
					From	To	
					/		
					/		
					/		
					/		
					/		
					/		

If the employee is not a regular staff member and this is his/her first job for the district, we need for him/her to visit the Personnel Department to complete employment information. They will not be paid until the paperwork is processed by the Personnel Department.

TO BE COMPLETED BY THE BUSINESS OFFICE

Rate per hour \_\_\_\_\_ Total hours \_\_\_\_\_

Amount to be paid \_\_\_\_\_

\_\_\_\_\_  
Athletic Director

\_\_\_\_\_  
Principal



# IESA Application for Cooperative Team Sponsorship

The fields in this form will accept a cursor and can be filled out prior to printing.

Date 4-13-21

**NOTE: See attached dates for submission deadline.**

1. This application is for cooperative sponsorship of a Wrestling team for the school years 2021-2022 and 2022-2023

School
Stephen Decatur Middle School
American Dreamer STEM
Dennis Lab/Montessori Academy
Hope Academy/Johns Hill MS

City
Decatur
Decatur
Decatur/Decatur
Decatur/Decatur

Enrollment	Coop Enrollment
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

(IESA Office use only)

2. The following rationale underlies our desire for cooperative team sponsorship:

DPS 61 conducted a 3 year intramural wrestling co-op pilot that included all of our middle schools. Our plan is to continue the Co-Op and join the IESA under a two year Co-Op agreement. At the end of the two year Co-Op agreement DPS will make a decision to continue the Co-Op based on participation numbers.

3. The school serving as designated host school is:

(NOTE: IESA will refer to only the host school in ALL printed material)

Stephen Decatur Middle School

The team will conduct practices at (name of school):

Stephen Decatur Middle School

The team will conduct its home contests at (name of school):

Stephen Decatur Middle School

4. Attach a copy of the interschool agreement for this cooperative team, formally adopted by the boards of education of the

participating schools for the 21-22 and 22-23 school years, detailing your agreement in respect to insurance, coaching personnel and compensation, liability, facilities, equipment, etc. It must indicate procedures are established for checking on student eligibility and complying with all IESA By-Laws. Local policies which will be implemented in respect to training rules, academic standards, etc., must be agreed upon. (Copy of the interschool agreement must accompany *each* request.)

5. This document is to certify formation of this cooperative team will not reduce participation opportunities for students in any of the cooperating schools.
6. The following signatures certify approval of this cooperative team by formal vote of the boards of education and administrations of all schools involved in the cooperative.
7. If any school involved in this cooperative team is a member of a conference, please attach a sheet verifying that the conference approves the formation of this cooperative team. If all schools involved in this cooperative team are not a member of a conference, please attach a sheet with the signatures of five principals from schools listed on your schedule who approve the formation of this cooperative team.
8. All schools involved in the CO-OP must pay the entry fee(s) for the activity.

School
Stephen Decatur Middle School
American Dreamer STEM
Dennis Lab/Montessori Academy
Hope Academy/Johns Hill MS

Board President Signature

Administrator Signature

## Official IESA Action

The above application for renewal of a cooperative team sponsorship **IS / IS NOT** granted for the  and  school years.

Executive Director: \_\_\_\_\_

Date: \_\_\_\_\_



# Cooperative Team Agreement between *Stephen Decatur Middle School and American Dreamer, Dennis Lab, Hope Academy, Johns Hill MS, Montessori Academy*

## Introduction

This agreement is made by and between the Board of Education of (*Stephen Decatur Middle School*) and (*American Dreamer, Dennis Lab, Hope Academy, Johns Hill MS, Montessori Academy*).

The purpose of this agreement is to expand equal athletic opportunities in the area of (*Wrestling*) for (*Stephen Decatur Middle School and American Dreamer, Dennis Lab, Hope Academy, Johns Hill MS, Montessori Academy*).

(*Stephen Decatur Middle School and American Dreamer, Dennis Lab, Hope Academy, Johns Hill MS, Montessori Academy*) will split costs as appropriate.

This agreement will be for the (*2021-2022 and 2022-2023*) school years, upon approval of the IESA. This program will be renewable by mutual agreement between the Boards of Education of the two school districts and the Illinois Elementary School Association.

Notice of non-renewal of this contract will be given by (*April 2023*).

## Transportation

Each school will be responsible for arranging transportation for their students to practice sessions and home meets.

## Squad and Mascot

The squad shall be known as the (*Decatur Wrestling Team*) and shall operate with (*Red/Black*) uniform colors. The mascot will be the (*Decatur Wrestling Team*).

## Equipment/Games

(*Stephen Decatur Middle School*) will furnish equipment and uniforms for all participants. Stephen Decatur Middle School will provide the coaches and officials.

All home meets will be at (*Stephen Decatur Middle School*). The administrative district shall be responsible for employment of coaching staff.

## Supervision

The administration at each school will be responsible for supervision for home meets at Stephen Decatur Middle School. All discipline problems will be the responsibility of the respective school.

### Liability

Liability for all students utilizing transportation shall be with the transporting school.

Premise liability shall be borne by the district in which the activity takes place.

### Eligibility

The administration (or Building AD) at each building will be responsible for checking eligibility of participants. The schools will follow the IESA guidelines.

### Insurance/Physical

All participants will be required to have proof of insurance and a current physical on file with their home district. It is the responsibility of the home district administrators or (Building AD) to make sure these items are on file before participant starts practicing.

### Parents

(*Stephen Decatur Middle School*) operates a concession stand and has an approved fundraiser by the district for games exclusive of the IESA state series. Parents of student athletes will be asked to work in the concession stand and the players may be asked to participate in the fundraiser. The proceeds directly benefit the (*Wrestling*) program.

### Awards

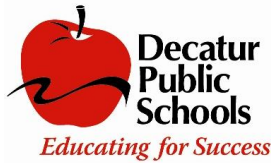
Athletes shall be awarded letters representing their home school and provided by the home school.

All team trophies acquired by the cooperative team will be the property of (*Stephen Decatur Middle School*) and a duplicate trophy may be provided for (*American Dreamer, Dennis Lab, Hope Academy, Johns Hill MS, Montessori Academy*).

This agreement between the two districts has had Board approval and is signed by the administrator of each school.

School	Board President Signature	Administrator Signature
Stephen Decatur MS	_____	_____
American Dreamer STEM	_____	_____
Dennis Lab	_____	_____
Hope Academy	_____	_____
Johns Hill MS	_____	_____
Montessori Academy	_____	_____





## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> Annual Power School (Talent Ed Perform, Records and Sync – Formerly People Admin) Agreement
<b>Initiated By:</b> Jason Hood, Director of Human Resources	<b>Attachments:</b> Annual Quote from Power School for Talent Ed Perform, Records and Sync
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### BACKGROUND INFORMATION:

Purchases over \$25,000 require board approval. The Power School annual agreement exceeds this limit.

### CURRENT CONSIDERATIONS:

Power School (formerly People Admin) provides the Evaluation and Personnel Management (electronic personnel records) for the district. These programs allow our evaluations and employee records to be maintained online. The district has used Talent Ed Perform for staff evaluations since 2015; Talent Ed Records has been used for new employee records management since 2017. *This renewal supports Teaching and Learning by assisting the District with managing their staff properly.*

### FINANCIAL CONSIDERATIONS:

The balance due is \$35,961.04. This balance will be paid from the HR Budget, as Title funding can no longer pay for any of the costs associated with this service.

### STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Annual Power School (Talent Ed Perform, Records and Sync – Formerly People Admin) Agreement as presented.

### RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

**BOARD ACTION:** \_\_\_\_\_



150 Parkshore Dr, Folsom, CA 95630  
Remit Email: cyndi.shreve@powerschool.com  
Quote Date: 24-MAR-2021  
Quote #: Q-433075-4

Prepared By: Cyndi Shreve  
Customer Name: Decatur School District 61 - IL  
Contract Term: 12 Months  
Start Date: 1-JUL-2021  
End Date: 30-JUN-2022

Customer Contact: Deanne Hillman  
Title: Director of Human Resources  
Address: 101 W CERRO GORDO ST  
City: DECATUR  
State/Province: Illinois  
Zip Code: 625231001  
Phone #: (217) 362-3031

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2021 - 30-JUN-2022			
License and Subscription Fees			
Unified Talent (TalentEd) Perform District	1.00	Students	USD 23,887.33
Unified Talent (TalentEd) Perform Sync District	1.00	Each	USD 1,973.89
Unified Talent (TalentEd) Records	1.00	Students	USD 10,099.82
License and Subscription Totals:			<b>USD 35,961.04</b>

#### Quote Total

Initial Term	1-JUL-2021 - 30-JUN-2022
Initial Term Total	<b>USD 35,961.04</b>

On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <http://www.powerschool.com/msa/>, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Decatur School District 61 - IL

Signature:

Signature:

A handwritten signature in black ink, appearing to read "Eric Shander". The signature is fluid and cursive, with the first name "Eric" and last name "Shander" clearly distinguishable.

Printed Name: Eric Shander

Printed Name:

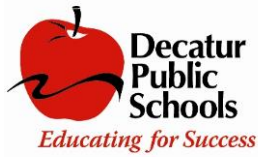
Title: Chief Financial Officer

Title:

Date: 2-18-2021

Date:

PO Number: \_\_\_\_\_



## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> Network Switch Purchase
<b>Initiated By:</b> Maurice Payne, Director of Information Technology	<b>Attachments:</b> Network Switch Purchase – Presidio Quote
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

**BACKGROUND INFORMATION:**

The DPS BOLD plan includes adding additional classrooms at Parsons, Muffley, and Franklin. These additional spaces require new networking switches to provide internet connectivity, *which is essential to support Teaching & Learning in district buildings.*

**CURRENT CONSIDERATIONS:**

This recommendation would purchase Cisco networking switches as well as licensing and support for 5 years.

**FINANCIAL CONSIDERATIONS:**

The cost of this purchase would be \$50,961.60 and would come from the FY21 IT budget.

**STAFF RECOMMENDATION:**

The Administration respectfully requests the Board of Education approve the Network Switch Purchase in the amount of \$50,961.60 as presented.

**RECOMMENDED ACTION:**

- ☒ Approval
- ☐ Information
- ☐ Discussion

**BOARD ACTION:**\_\_\_\_\_

**TO:** Decatur Public School District 61  
Maurice Payne  
101 W Cerro Gordo St  
Decatur, IL 62523  
  
mpayne@dps61.org  
(p) 2174243085

**FROM:** Presidio Networked Solutions Group, LLC  
Tadd Gerst  
401 SW Water St  
Suite 601  
Peoria, IL 61602  
  
tgerst@presidio.com  
(p) 309.306.7833

**BILL TO:** Decatur Public School District #61  
  
101 West Cerro Gordo  
Decatur, IL 62523

**SHIP TO:** Decatur Public School District #61  
  
300 Eldorado  
Decatur, IL 62523

**Customer#:** DECAT009  
**Account Manager:** Tadd Gerst  
**Inside Sales Rep:** Amy Peterson  
**Title:** Meraki Switching

#	Part #	Description	Unit Price	Qty	Ext Price
1	LIC-MS225-48FP-5YR	Meraki MS225-48FP Enterprise License and Support, 5YR	\$609.33	12	\$7,311.96
2	MS225-48FP-HW	Meraki MS225-48FP L2 Stck Cld-Mngd 48x GigE 740W PoE Switch	\$3,586.71	12	\$43,040.52
3	MA-CBL-40G-1M	Meraki 40GbE QSFP Cable, 1 Meter	\$101.52	6	\$609.12

<b>Sub Total:</b>		<b>\$50,961.60</b>
<b>Grand Total:</b>		<b>\$50,961.60</b>

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

**Pricing**

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided.
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

**Invoicing**

- CLIENT is billed upon shipment from the manufacturer and shall accept and pay for partial shipment of products.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

**Freight, Handling, Shipping**

- CLIENT will be billed for Presidio's and/or the manufacturer's freight charges.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin (FOB destination (CONUS) applicable to Federal Government CLIENTS only) unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT FOB origin.
- Presidio accepts no responsibility / liability in connection with the shipment.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees of 1% of the list price of such goods.

**Warranty and Limitation of Liability**

- Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

**Return Policy**

- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

**Cancellation Policy**

- CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

**Leases**

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

**Software terms**

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.

**Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders**

- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (SaaS)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

**Multi-Year Agreements**

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

**SmartNet (Third party Maintenance)**

- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)

**Confidential Information.**

• CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

**Export Law Compliance.**

• CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

**Miscellaneous Terms**

• Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

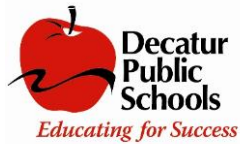
Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

---

Customer Signature

---

Date



## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> Technology Recycling
<b>Initiated By:</b> Maurice Payne, Director of Information Technology	<b>Attachments:</b> Resolution for Recycling Technology Equipment
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### BACKGROUND INFORMATION:

When electronic items are no longer used or are replaced with newer models in buildings, the items are sent to the IT Department to be sorted and deemed for recycling. As technology equipment ages, it reaches end of life and doesn't offer educational value for the district.

*Regular recycling of old equipment supports teaching and learning by allowing the IT staff to focus on supporting the deployed devices for district staff and students.*

### CURRENT CONSIDERATIONS:

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

### FINANCIAL CONSIDERATIONS:

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

### STAFF RECOMMENDATION:

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

### RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

**BOARD ACTION:** \_\_\_\_\_



**RESOLUTION AUTHORIZING DONATION-RECYCLING  
OF SCHOOL PERSONAL PROPERTY**

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

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

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

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

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

**Section 1.** The Board hereby finds that all of the recitals contained in the preambles to this resolution are full, true and correct and does incorporate them into this Resolution by this reference.

**Section 2.** The Superintendent of Schools is hereby authorized to donate said equipment to a recycler.

**Section 3.** That this Resolution shall be in full force and effect forthwith upon its passage.

**ADOPTED** this 27<sup>th</sup> day of April 2021, by the following roll-call vote:

AYES:\_\_\_\_\_

NAYS:\_\_\_\_\_

ABSENT:\_\_\_\_\_

\_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary, Board of Education

## CERTIFICATION

I, \_\_\_\_\_, Secretary of the Board of Education of Decatur Public School District No. 61, do hereby certify that the foregoing Resolution was adopted at a \_\_\_\_\_ meeting of the Board of Education on \_\_\_\_\_, 2021, by the following roll-call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

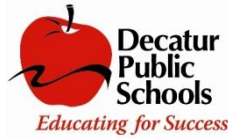
and that the motion was duly declared carried by the President of the Board.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Secretary, Board of Education

**Exhibit A - Recycle Inventory**

<b>Item</b>	<b>Quantity</b>	<b>Reason for Recycle</b>
Misc. Cables and Cords	400	No Educational Purpose / Excess Equipment
iPad Cases	400	No Educational Purpose / Excess Equipment
Keyboards/Mice	100	No Educational Purpose / Excess Equipment
PCs	30	No Educational Purpose / Excess Equipment
Monitors	25	No Educational Purpose / Excess Equipment
Printers	15	No Educational Purpose / Excess Equipment



## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> Approve BLDD Contract for the Demolition of Durfee
<b>Initiated By:</b> Todd Covault, EdD, Chief Operational Officer	<b>Attachments:</b> Architecture BLDD Contract
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### BACKGROUND INFORMATION:

As part of the Building Better Opportunities for Learning in Decatur (BOLD) Facilities Plan, the District permanently closed the Durfee building. *Other facilities in the District have been upgraded to provide applicable space that supports the efforts of Teaching and Learning.*

### CURRENT CONSIDERATIONS:

Over the past year, the Durfee building has experienced substantial degradation in condition. A portion of the back wall of the addition has fallen exposing the structural Concrete Masonry Unit (CMU – cinder block). One classroom had a steam unit leak which caused damage to the wall and ceiling; the associated ceiling material that fell has asbestos containing material and lies on the floor. Other steam units have failed sending steam, not hot water, back to the boiler. The steam has burned the seals on the condensate pump making the boiler unit non-functional.

The state of the building has caused Administration to rethink the reuse of this facility. In order to demolish the building, the District would work with the local architects, BLDD, to develop the associated project scope for bidding purposes.

### FINANCIAL CONSIDERATIONS:

The BLDD contract provides for a fixed fee of \$39,000 for services associated with developing this scope. The fee would be paid from the Capital Projects Fund (60).

### STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the contract from BLDD to develop the project scope to demolish the Durfee building as presented.

### RECOMMENDED ACTION:

☒ Approval  
☐ Information  
☐ Discussion

**BOARD ACTION:** \_\_\_\_\_

# **AIA**® Document B101™ – 2017

## **Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the Nineteenth day of April in the year Two Thousand Twenty  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Board of Education  
Decatur Public School District #61  
101 W. Cerro Gordo  
Decatur, IL 62523

and the Architect:  
(Name, legal status, address and other information)

BLDD Architects, Inc.  
100 Merchant Street  
Decatur, IL 62523

for the following Project:  
(Name, location and detailed description)

**Demolition at Durfee Technology Magnet School**  
Decatur Public School District #61

Project consists of demolition of existing Durfee Technology Magnet School located at  
1000 West Grand Avenue, Decatur, IL

BLDD Project No. 216EX22.400

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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**User Notes:** (1299478113)

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

N/A

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

N/A

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

The Owner's budget for this work is \$500,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

*(Paragraphs deleted)*

Demolition of Durfee Technology Magnet School to take place Fall of 2021

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Design – Bid – Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

*(List name, address, and other contact information.)*

Dr. Todd Covault  
Chief Operational Officer  
101 W. Cerro Gordo Street  
Decatur, IL 62523

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

*(Paragraphs deleted)*

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

*(List name, address, and other contact information.)*

Bruce Maxey, AIA, LEED AP®  
Principal  
BLDD Architects, Inc.  
100 Merchant Street  
Decatur, IL 62523

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

*(List name, legal status, address, and other contact information.)*



§ 1.1.11.1 Consultants retained under Basic Services:

*(Paragraphs deleted)*

Civil Engineer:

Martin Engineering Company  
3695 South 6<sup>th</sup> Street Frontage Road West

*(Paragraphs deleted)*

Springfield, IL 62703

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

Init.

/

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Comprehensive General Liability with policy limits of not less than (see attached Acord Certificate) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than (see attached Acord Certificate) combined single limit and aggregate for bodily injury and property damage.

*(Paragraph deleted)*

§ 2.5.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than (see attached Acord Certificate)

*(Paragraph deleted)*

§ 2.5.6 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than (see attached Acord Certificate) per claim and in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect, as part of the design shall contact governmental authorities required to approve the Construction Documents and entities providing utility services in order to determine location of utilities and ensure that the removal and necessary capping of utilities is addressed for Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services – N/A

*(Paragraphs deleted)*

### § 3.3 Design Development Phase Services– N/A

*(Paragraphs deleted)*

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders; or set up information on a web site for Contractors to access the Bidding Documents.
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to

exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take



appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

§ 4.1.1 The services listed below, except those noted to be the responsibility of the Architect, are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect as Basic Services
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.30 Other Supplemental Services	Not Provided

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

Civil Engineering Services as required for the Project.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
  - .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
  - .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
  - .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
  - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
  - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
  - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
  - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
  - .9 Evaluation of the qualifications of entities providing bids or proposals;
  - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- or,

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.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Two (2) visits per month to the site by the Architect during demolition
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.11.1 The Architect may assist the Owner in soliciting services for surveys, geotechnical and other tests. It shall be understood the responsibility of the services is that of the Owner, even if it is paid as a reimbursable to the Architect.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### **§ 8.2 Mediation**

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this



Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☒ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### **§ 8.3 Arbitration**

*(Paragraphs deleted)*

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

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Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:  
*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

To be determined by mutual agreement

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be determined by mutual agreement

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project

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if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Paragraphs deleted)*

Compensation shall be a fixed fee of Thirty-Nine Thousand Dollars (\$39,000)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

To be determined by mutual agreement

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

To be determined by mutual agreement

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus  
(Paragraphs deleted)  
ten percent (10%).

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:  
(Rows deleted)

Construction Documents Phase	Seventy-Five	percent (	75	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

On an hourly rate basis in accordance with the attached Architect's Schedule of Standard Hourly Rates (Exhibit A)

§ 11.7.1 Upon written authorization for Project Representation Beyond Basic Services, as described in Section 3.6, compensation shall be computed as follows:

(Table deleted)

On an hourly rate basis in accordance with the attached Architect's Schedule of Standard Hourly Rates.

#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

Init.



- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10%) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

N/A

## § 11.10 Payments to the Architect

### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

12% per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

§ 12.1 **Limitation of Liability:** In recognition of the relative risks, rewards and benefits of the project to both the Client and the Architect, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Architect's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the architectural fee received. Such

causes included, but are not limited to, the Architect's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

§ 12.2 "The Owner and Architect agree that certain increased costs and changes may be required because of possible errors, omissions, ambiguities, or inconsistencies in the drawings and specifications prepared by the Architect and, therefore, that the final construction cost of the Project may exceed the initial construction contract amount. The Owner agrees to set aside a reserve in the amount of 1.5% of the Project construction cost as a contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or its consultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes."

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2

(Paragraphs deleted)

Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraphs deleted)

BLDD Architects, Inc. Standard Schedule of Hourly Rates as Exhibit A  
ACORD Certificate of General Liability Coverage as Exhibit B  
ACORD Certificate of Professional Liability Coverage as Exhibit C

This Agreement entered into as of the day and year first written above.



04/19/2021

OWNER (Signature)

ARCHITECT (Signature)

Mark A. Ritz, AIA, LEED AP  
Principal

(Row deleted)

(Printed name and title)

(Printed name, title, and license number, if required)

# Hourly Rates



Effective Jan. 1-Dec. 31, 2021

Principal I	\$180
Principal II	\$200
Senior Associate I	\$140
Senior Associate II	\$165
Associate I	\$125
Associate II	\$145
Architect I	\$90
Architect II	\$95
Architect III	\$100
Architect IV	\$120
Architectural Intern I	\$75
Architectural Intern II	\$80
Architectural Intern III	\$85
Architectural Intern IV	\$95
Architectural Designer I	\$65
Architectural Designer II	\$75
Architectural Designer III	\$85
Architectural Designer IV	\$120

Interior Designer I	\$70
Interior Designer II	\$75
Interior Designer III	\$80
Interior Designer IV	\$95
Structural Engineer I	\$125
Structural Engineer II	\$140
Administrative Assistant I	\$65
Administrative Assistant II	\$70
Administrative Assistant III	\$85
Environmental Graphic Designer I	\$85
Environmental Graphic Designer II	\$100
Data Software Administrator I	\$85
Data Software Administrator II	\$95
Site Representative I	\$90
Site Representative II	\$115

BLDD Architects, Inc. reassesses standard hourly billing rates annually based on current payroll rates and overhead factors. BLDD Architects, Inc. reserves the right to increase each classification by increments of \$5 per hour after January 1, 2022. Consultant services will be billed at 1.1 times the amount of invoice to BLDD. Reimbursable expenses will be billed at 1.1 times the cost to BLDD.



ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 AMENT, 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.

**IMPORTANT:** If the certificate holder is and 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).

Producer <b>Dansig Group</b> 111 E. Decatur Decatur, IL 62521		Contact Name: <b>Kay Jacobs</b> Phone (A/C, No, E): <b>217-423-3311</b> Fax: <b>217-428-8767</b> E-MAIL Address: <a href="mailto:Kaji@Dansig.com">Kaji@Dansig.com</a>	
		INSURER(S) AFFRORING COVERAGE	NAIC#
		INSURER A: <b>Cincinnati Insurance Co.</b>	<b>10677</b>
		INSURER B: <b>The Hartford</b>	<b>38288</b>
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY			ECP0317047	06/01/20	06/01/21	EACH OCCURRENCE \$ 2,000,000.00
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000.00
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000.00
								PERSONAL & ADV INJURY \$ 2,000,000.00
								GENERAL AGGREGATE \$ 4,000,000.00
		GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCT - COMP/OP AGG \$ 4,000,000.00
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$ -
A		AUTOMOBILE LIABILITY			EBA0317047	06/01/20	06/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00
		<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS						
A		<input checked="" type="checkbox"/> UMBRELLA LIAB			ECP0317047	06/01/20	06/01/21	EACH OCCURRENCE \$ 3,000,000.00
		<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 3,000,000.00
		DED <input checked="" type="checkbox"/> RETENTION \$ 0						
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			83WECBO8364	01/19/20	01/19/21	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N		N / A				E.L. EACH ACCIDENT \$ 1,000,000.00
		(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00
		If yes, describe under						E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00
		DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR AUTHORIZED REPRESENTATIVE Daniel D. Reynolds

## ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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**IMPORTANT:** If the certificate holder is and 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).

<b>PRODUCER</b> Holmes Murphy and Associates - Peoria 311 S. W. Water Street Suite 211 Peoria, IL 61602-4108	<b>P:</b> 1-800-527-9049	<b>CONTACT</b> NAME: Linda Bomarito PHONE (A.C No, Ext.): 309-282-3903 E-MAIL ADDRESS: lbomarito@holdmesmurphy.com	Fax (A/C, No.): 866-501-3945
<b>INSURED</b> BLDD Architects, Inc. 100 Merchant Street Decatur, IL 62523-1217	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: XL SPECIALTY INS CO INSURER B: INSURER C: INSURER D: INSURER E:		<b>NAIC #</b> 37885

**COVERAGES**

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.

ISNR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURANCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCT - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$				EACH OCCURANCE \$ AGGREGATE \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERS/MEMBER EXCLUDED?	N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	<b>OTHER</b> Professional Liability (Claims Made)	DPR9957051	04/06/20	04/06/21	Each claim \$ Aggregate \$	3,000,000.00 3,000,000.00

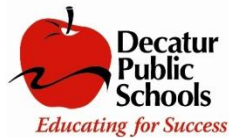
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACC

AUTHORIZED REPRESENTATIVE Paula A. Dixon



## Board of Education Decatur Public School District #61

<b>Date:</b> April 27, 2021	<b>Subject:</b> Resolution Authorizing the Disposal of Surplus Property at Stevenson Elementary School
<b>Initiated By:</b> Maria Robertson Community Engagement Director	<b>Attachments:</b> <ul style="list-style-type: none"><li>• Signed Letter from Mr. Leo F. LaFauce</li><li>• Resolution</li></ul>
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### BACKGROUND INFORMATION:

Leo F. LaFauce was a former principal at Stevenson Elementary that was gifted a painting of the school from a member of his PTA. When Mr. LaFauce retired, he left the painting, formerly gifted to him at the school. With the planned consolidation of Stevenson Elementary and Parsons Elementary as part of the BOLD plan, Mr. LaFauce submitted a formal letter requesting for the Stevenson school painting. *Fostering positive interactions with the community assists in supporting Teaching and Learning.*

### CURRENT CONSIDERATIONS:

The Community Engagement Office is requesting that the Board approve the Resolution Authorizing the Disposal of Surplus Property at Stevenson Elementary School, school painting donated by former principal Leo F. LaFauce.

### FINANCIAL CONSIDERATIONS:

Although the value of said item is unknown, it is anticipated the value means more to Mr. LaFauce and his family. The District will incur the cost of shipping if personal pick up cannot be arranged.

### STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education adopt the Resolution Authorizing the Disposal of Surplus Property at Stevenson Elementary School, a painting of Stevenson Elementary as presented.

### RECOMMENDED ACTION:

☒ Approval  
☐ Information  
☐ Discussion

**BOARD ACTION:** \_\_\_\_\_

**RESOLUTION AUTHORIZING  
DISPOSAL OF SURPLUS ITEM  
AT STEVENSON ELEMENTARY SCHOOL**

**WHEREAS**, the Board of Education of Decatur Public School District No. 61 is authorized by Section 10-22.8 of the School Code of Illinois to sell personal property belonging to the School District; and

**WHEREAS**, the Board of Education currently owns miscellaneous surplus as described in the cover letter to the Board, which are attached hereto and incorporated herein by reference, which are no longer needed by the School District; and

**WHEREAS**, the Board of Education hereby finds and determines that said items are no longer necessary or needed for educational purposes; and

**WHEREAS**, the Board of Education further finds and determines that it is in the best interest of Decatur Public School District No. 61 that the School District dispose of said items on terms satisfactory to the School District;

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

**Section 1.** The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

**Section 2.** The Superintendent of Schools is hereby authorized to dispose of said items for \$1.00.

**Section 3.** That this Resolution shall be in full force and effect forthwith upon its passage.

**ADOPTED** this 27<sup>rd</sup> day of April, 2021, by the following roll-call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary, Board of Education



## **CERTIFICATION**

I, \_\_\_\_\_, Secretary of the Board of Education of Decatur Public School District No. 61, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Board of Education on April 27, 2021, by the following roll-call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

and that the motion was duly declared carried by the President of the Board.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Secretary, Board of Education