



DECATUR PUBLIC SCHOOL DISTRICT #61
BOARD OF EDUCATION
AGENDA

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

May 25, 2021
5:00 PM Open Session
Closed Session Immediately Following
6:30 PM Open Session Continuing

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

Strategic Plan Mission:

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

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

The Board of Education Parameters that Guide Our Work:

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

IO 1.0 CALL TO ORDER – CALL FOR EXECUTIVE SESSION

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

Roll Call

IO 2.0 PLEDGE OF ALLEGIANCE

AI 3.0 APPROVAL OF AGENDA, MAY 25, 2021

IO 4.0 PUBLIC PARTICIPATION

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

DI 5.0 STUDENT AMBASSADORS'S REPORT

- Recognitions

BOARD DISCUSSION

AI 6.0 ROLL CALL ACTION ITEMS

- A. Rescind November 18, 2020 Letter Notifying Macon-Piatt Special Education District (MPSED) of Intent to No Longer Serve as Administrative Agent to the end of Fiscal Year 2021-2022
- B. Modifications to School Board Policy 3:50 Administrative Personnel Other than the Superintendent
- C. Personnel Action Items
- D. Transitional Contract for the Principal of South Shores Elementary School
- E. Employment of an Assistant Principal at Parsons Elementary School
- F. Contract with Cole Counseling
- G. Memorandum of Understanding (MOU) Summer Programming Decatur Federation of Teaching Assistants (DFTA)
- H. Memorandum of Understanding (MOU) Summer Programming Service Employees International Union Local No. 73 Custodians and Maintenance (SEIU A/B)
- I. Memorandum of Understanding (MOU) Summer Programming Service Employees International Union Local No. 73 Security Officers (SEIU C)
- J. Contract Renewal for Brecht's Database Solutions, Inc. (MPSED)
- K. Quaver Ed Music Three (3) Year License Renewal
- L. Robertson Charter Contract (RCS) One Year Agreement Extension
- M. Fastbridge Subscription Renewal
- N. Skyward Software Service One (1) Year Agreement
- O. Change Request for Muffley Elementary School
- P. Interorganizational Agreement between Decatur Public School District 61 and Crossings Healthcare regarding Asthma Medication
- Q. Award Bid for Site Work for Montessori Academy for Peace
- R. Purchase of Furniture and Classroom Materials for Early Childhood Program

AI 7.0 CONSENT ITEMS

- A. Minutes: Open/Closed Session Meetings May 11, 2021
- B. Financial Conditions Report
- C. Treasurer's Report
- D. Updates to Ancillary Wages for FY22
- E. Illinois Association of School Boards (IASB) 2021-2022 Membership Dues
- F. Purchase of Three Vehicles for Driver Education Program to Replace Leased Vehicles
- G. Job Descriptions: Dance Teacher and Drama/Theatre Teacher
- H. Vendor Agreements to be in Compliance with SOPPA (Student Online Personal Protection Act)
 - a. Embrace – Macon-Piatt Special Education (MPSED) Resource for IEPs
 - b. Nearpod – District-wide Curriculum Resource
 - c. Flocabulary – District-wide Curriculum Resource

- I. Resolution: Surplus Property at Johns Hill Magnet School
- J. Grand Piano for Johns Hill Magnet School's Fine Arts Programs

IO 8.0 ANNOUNCEMENTS

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

Officer Chris Oberheim, who passed away Wednesday, May 19, 2021. Officer Oberheim was the son of Mary Ann Oberheim, Food Service Lead at William Harris Learning Academy in Decatur Public Schools.

IMPORTANT DATES

May 31 Memorial Day Holiday
– District Offices are Closed

June 01 – 24 Summer School Programs for PK through 12th Grades
– Monday through Thursday

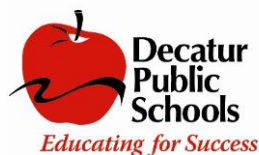
July 06 – 29 Summer School Programs for PK through 12th Grades
– Monday through Thursday

Please note: For any and all questions regarding the Summer School Programs, please contact the Director of P12 Teaching and Learning Office, Dr. Judith Campbell, at 217 362-3045 and/or via email at jcampbell@dps61.org

NEXT MEETING

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, June 08, 2021 at the Keil Administration Building.

9.0 ADJOURNMENT



Board of Education Decatur Public School District #61

Date: May 25, 2021	Subject: Rescind November 18, 2020 Letter Notifying Macon-Piatt Special Education District (MPSED) of Intent to No Longer Serve as Administrative Agent
Initiated By: Board of Education and Dr. Paul Fregeau, Superintendent	Attachments: N/A
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

On June 24, 2020 the DPS 61 Superintendent sent the Macon-Piatt Special Education District (MPSED) a letter notifying them of the District's intent to no longer be the Administrative Agent as of July 1, 2021. On November 18, 2020 the DPS 61 Superintendent sent a second letter rescinding the letter submitted on June 24th. This letter indicated the intent to no longer be the Administrative Agent would be in effect on July 1, 2022.

CURRENT CONSIDERATIONS:

Upon receipt of the letter in November MPSED replied with the following "we respectfully request that the DPS Board take action on this item, rather than just a letter." Hence, the administration brought the item to the School Board for a vote. In discussions with Kathy Horath; the Macon Piatt Director of Special Education, she advised we should use the same process to rescind the second letter. Therefore, we are now taking the same steps again to rescind the second letter.

FINANCIAL CONSIDERATIONS:

N/A

STAFF RECOMMENDATION:

The Superintendent of Decatur Public Schools respectfully requests the Board of Education **RESCIND** the November 18, 2020 Letter Notifying Macon-Piatt Special Education District (MPSED) of Intent to No Longer Serve as Administrative Agent.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION:_____

Dr. Paul Fregeau, Superintendent • 217-362-3010
PFregeau@dps61.org

May 25, 2021

Dear Mr. Zimmerman and Mrs. Horath,

I am submitting this letter on behalf of DPS61 to request that the letter submitted on November 18, 2020 indicating our desire to no longer be the administrative district for the MPSED be rescinded. Therefore, we intend to remain the administrative agent for the Macon-Piatt Special Education District. We would still like to continue talking about items brought forth as areas to discuss.

Respectfully Submitted,



Dr. Paul Fregeau
Superintendent



Board of Education Decatur Public School District #61

Date: May 25, 2021	Subject: Modifications to School Board Policy 3:50 General School Administration – Administrative Personnel Other Than the Superintendent
Initiated By: Board of Education and Dr. Paul Fregeau, Superintendent	Attachments: Board Policy 3:50 – General School Administration – Administrative Personnel Other Than the Superintendent
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The Board of Education powers, and duties include the authority to adopt, enforce and monitor all Board Policies for the management and governance of the District. Administration and the Board of Education reviewed and modified Policy 3:50 General School Administration – Administrative Personnel Other Than the Superintendent.

CURRENT CONSIDERATIONS:

For consideration, the residency information in Policy 3:50 has been modified for Level 14 and above as follows:

- The Superintendent, the Assistant Superintendent(s), and the Chief Financial Officer are required to reside within District Public School District 61 boundary.
- Other Central Office Administrators, Building Principals and Assistant Principals are required to reside within Macon County.
- The residency requirement would not apply to other Administrative and/or Administrative Support positions.

FINANCIAL CONSIDERATIONS:

N/A

STAFF RECOMMENDATION:

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

RECOMMENDED ACTION:

- ☒ Approval
☐ Information
☐ Discussion

BOARD ACTION: _____

GENERAL SCHOOL ADMINISTRATION

3:50 Administrative Personnel Other Than the Superintendent

Duties and Authority

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

Qualifications

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

Residency

~~It is the belief of the Board of Education that administrators residing in the school district help promote the quality of the Decatur Public Schools and assist in projecting a positive community image. District residency is strongly encouraged with respect to all classes of employees and is required as permitted by law. Beginning September 1, 2017, any newly hired employee Grade Level 14 and above shall be required to reside in the district as a condition of employment. The Board of Education believes that key certified administrators residing in the school district helps promote the quality of Decatur Public Schools and assists in projecting a positive community image. Beginning July 1, 2021, the following administrators shall be required to reside in the district as a condition of employment: 1) Superintendent, 2) Assistant Superintendent, and 3) Chief Operational Officer. All other certified administrators grade level 14 and above will be required to reside within Macon County, Illinois. The~~ This residency policy does not apply to employees of Macon-Piatt Special Education District. The Board of Education reserves the right to ~~waive or~~ modify the residency requirement when it deems it appropriate to do so.

Evaluation

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

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

Administrative Work Year

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

Compensation and Benefits

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

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

LEGAL REF:

[105 ILCS 5/10-21.4a, 5/10-23.8a, 5/10-23.8b, 5/21B, and 5/24A](#)

[23 Ill. Admin. Code §§ 1.310, 1.705, and 50.300; and Parts 25 and 29](#)

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

ADOPTED: March 11, 1997

REVISED: February 26, 2002

April 28, 2009

October 14, 2014

August 11, 2015

May 10, 2016

July 11, 2017

July 9, 2019

[May 25, 2021](#)

GENERAL SCHOOL ADMINISTRATION

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LEGAL REF:

[105 ILCS 5/10-21.4a](#), [5/10-23.8a](#), [5/10-23.8b](#), [5/21B](#), and [5/24A](#)
[23 Ill. Admin. Code §§ 1.310](#), [1.705](#), and [50.300](#); and [Parts 25](#) and [29](#)

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

ADOPTED: March 11, 1997

REVISED: February 26, 2002

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July 11, 2017

July 9, 2019

May 25, 2021

Decatur Public School District 61



Board of Education Decatur Public School District #61

Date: May 25, 2021	Subject: Personnel Action
Initiated By: Jason Hood, Director of Human Resources, and the Human Resources Department	Attachments: 12 Pages of Personnel Action
Reviewed By: 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.

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: May 20, 2021
Board Date: May 25, 2021
Re: Personnel Action

EMPLOYMENT RECOMMENDATIONS

TEACHERS:

Name	Position	Effective Date
Allison Brinkoetter	Middle School Math, Dennis Mosaic	August 11, 2021
Kimberly Brummett	Pre-Kindergarten, Baum	August 11, 2021
Devyn Clay	Art, Dennis Kaleidoscope (<i>Pending Licensure</i>)	August 11, 2021
Tracy Cook	Cross Categorical, MacArthur	August 11, 2021
Craig Flowers	Art, Parsons (<i>Pending Licensure</i>)	August 11, 2021
Amber Jump	Grade 3, Franklin Grove	August 11, 2021
Ashley Kaczynski	Grade 4, Johns Hill	August 11, 2021
Tracy Kent	Cross Categorical, Stephen Decatur (<i>Pending Licensure</i>)	August 11, 2021
Iris Leahy	K-6 General Music, Franklin Grove (<i>Pending Licensure</i>)	August 11, 2021

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

TEACHING ASSISTANTS:

Name	Position	Effective Date
Erin Alderson	Brailist Assistant, Macon Piatt, 7 hours per day	August 11, 2021
Maegan Carter	Kindergarten Assistant, Muffley, 6 hours per day	August 11, 2021

MAINTENANCE:

Name	Position	Effective Date
James Matich	Maintenance Journeyman Electrician, Buildings & Grounds	June 1, 2021

SCHEDULE B:

Name	Position	Effective Date
Peter Brown	Elementary Boys Basketball Coach, Parsons	August 11, 2021
Peter Brown	Elementary Volleyball Coach, Parsons	August 11, 2021
Ferlaxnes Carson	Elementary Girls Basketball Coach at Parsons	August 11, 2021
Sarah Bell	Assistant Girls Basketball Coach, MacArthur	November 2, 2021

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

Name	Position	Effective Date
Terrance Hooper	1st Shift Maintenance Worker, Part-time, Buildings & Grounds	June 1, 2021
Radiance Sallee	1st Shift Maintenance Worker, Part-time, Buildings & Grounds	June 1, 2021

SUMMER SCHOOL 2021**TEACHERS:**

Name	Position	Effective Date
Summer Boyd	Summer Certified Restoration and Acceleration, Hope Academy	June 1, 2021
James Brase	Summer Restoration & Acceleration Nurse, Hope Academy	June 1, 2021
Amber Brownfield	Summer Restoration & Acceleration Nurse, Montessori Academy for Peace/Baum	June 1, 2021
Valerie Bush	Summer Restoration & Acceleration Nurse, MacArthur	June 1, 2021
Mike Coziahr	Summer School Extended Learning Coordinator/Summer Camp Teacher, PDI/Hope Academy	June 1, 2021
Karen Currie	Summer Restoration & Acceleration Nurse, Eisenhower/South Shores	June 1, 2021
Rhonda Ganley	Summer Restoration & Acceleration, Hope Academy	June 1, 2021

Jewel Grady	Summer School Extended Learning Coordinator, PDI	June 1, 2021
Debra Harper	Summer School Extended Learning Coordinator, PDI	June 1, 2021
Tiffany Miller	Summer Certified Restoration & Acceleration, Hope Academy	June 1, 2021
Yolanda Minor	Summer School Extended Learning Coordinator, PDI	June 1, 2021
Julie Mower	Summer Certified Restoration & Acceleration, Parsons	June 1, 2021
Kelli Murray	Summer School Extended Learning Coordinator, PDI	June 1, 2021
Ed Walton	Construction Trades Summer Camp Teacher, MacArthur/Eisenhower	June 1, 2021
Stacey Williams	Summer Certified Restoration & Acceleration, Hope Academy	June 1, 2021

TEACHING ASSISTANTS:

Name	Position	Effective Date
Taylor Bird	LPN Assistant for Summer COVID support session, MacArthur	June 1, 2021
Zakari Briggs	LPN Assistant for Summer COVID support session, Stephen Decatur	June 1, 2021

OUTREACH PERSONNEL:

Name	Position	Effective Date
Darla Coit	Summer Restoration & Acceleration Nurse, South Shores	July 1, 2021
Tina Griffey	Summer Restoration & Acceleration Nurse, Stephen Decatur/William Harris	June 1, 2021
Tiffany Hart	Summer Restoration & Acceleration Nurse, Dennis	June 1, 2021

ADMINISTRATIVE SUPPORT SALARY APPROVAL**ADMINISTRATIVE SUPPORT:**

Name	Position	Effective Date
Ruth Dendariarena	Lead Pre K Educator, Pershing, \$43,351.00	Fiscal Year 2021-22

TRANSFERS**TEACHERS:**

Name	Position	Effective Date
Karrie Anderson-Bird	From Life Skills, MacArthur to Essential Skills, MacArthur	August 11, 2021
Stephanie Cassidy	From SED, MacArthur to Cross Categorical, MacArthur	August 11, 2021
Kevin Hale	From Social Studies, Eisenhower to Middle School Social Studies, Johns Hill	August 11, 2021
James McNair	From Music, Franklin Grove/Baum/South Shores/American Dreamer STEM Academy to Orchestra, Baum/South Shores/American Dreamer STEM Academy	August 11, 2021
Caroline Schorsch	From Cross Categorical, Eisenhower to SED, Eisenhower	August 11, 2021
Steven Thompson	From Physical Education, Eisenhower to Physical Education, MacArthur	August 11, 2021
Sarah Walczyk	From Band, Franklin Grove/Baum/South Shores/American Dreamer STEM Academy to Band, Baum/South Shores/American Dreamer STEM Academy	August 11, 2021
Leslie Woolsey	From Grade 4, Stevenson to Grade 5, Muffley	August 11, 2021

TEACHING ASSISTANTS:

Name	Position	Effective Date
Maggie Biaetto	From High School Assistant, William Harris, 6.25 hours per day to Grade 3-5 Assistant, William Harris, 6.25 hours per day	August 11, 2021

Angela Bateson	From Individual Cross Categorical Assistant, Muffley, 6 hours per day to Individual Cross Categorical Assistant, Stephen Decatur, 6.25 hours per day	August 11, 2021
Constance Fathauer	From Library Media Assistant, Stevenson, 5 hours per day to Library Media Assistant, American Dreamer STEM Academy, 6 hours per day	August 11, 2021
Connie Heinz	From Life Skills Assistant, Baum, 6 hours per day to Grade 2 Assistant, Parsons, 6 hours per day	August 11, 2021
Jennifer Hutton	From Cross Categorical Assistant, Parsons, 6 hours per day to Life Skills Assistant, Baum, 6 hours per day	August 11, 2021
Casey Reynders	From Library Media Assistant, South Shores, 5 hours per day to Library Media Assistant, South Shores, 6 hours per day	August 11, 2021
Annalisa Rotramel	From Life Skills Assistant, Hope Academy, 6 hours per day to SED Assistant, Eisenhower, 6.5 hours per day	August 11, 2021
Mary Thompson	From Individual Life Skills Assistant, Stephen Decatur, 6.25 hours per day to Individual Life Skills, Hope Academy, 6 hours per day	August 11, 2021

CUSTODIANS:

Name	Position	Effective Date
Andrew Fuiten	From 2nd Shift Custodian, Montessori Academy for Peace/Baum to 2nd Shift Custodian, Pershing	May 31, 2021
Nick Kramer	From 2nd Shift Custodian, Oak Grove to 2nd Shift Custodian, MacArthur	May 31, 2021
Marvis Parker	From 1st Shift Custodian, All Schools, Buildings & Grounds to 2nd Shift Custodian, American Dreamer STEM Academy	May 17, 2021
Valerie Shelby	From 1st Shift Custodian, All Schools, Buildings & Grounds to 2nd Shift Custodian, All Schools, Buildings & Grounds	May 6, 2021

Janiece Sterling	From 2nd Shift Custodian, Alternative Ed to 1st Shift Custodian, Franklin	May 17, 2021
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OFFICE PERSONNEL:

Name	Position	Effective Date
Holly Kenney	From Secretary to the Elementary Principal, Parsons to Secretary to the K-8 Principal, Johns Hill (<i>RIF/REHIRE</i>)	June 23, 2021

CATEGORY CHANGES:

Name	Position	Effective Date
Brenda Bickers	From Elementary Part-time Secretary, William Harris, 4 hours per day to High School Assistant, William Harris, 6.25 hours pay	August 11, 2021
Phil Tapscott	From Assistant Director, Buildings & Grounds to Maintenance Foreman, Buildings & Grounds	July 1, 2021
Ashley Tyler	From Care(Calm)/Recovery Assistant, American Dreamer STEM Academy, 6.5 hours per day to Cross Categorical Teacher, Dennis Mosaic	August 11, 2021

RESIGNATIONS

TEACHERS:

Name	Position	Effective Date
Kimberly Gilmore	Life Skills, Parsons	May 21, 2021
Heather Samonds	Middle School Math/Science, Johns Hill	End of the 2020-2021 School Year
Eric Schroeder	Music, Baum	August 11, 2021

TEACHING ASSISTANT:

Name	Position	Effective Date
Raymond Hoffman	Special Ed Assistant, Montessori Academy for Peace	June 24, 2021

SCHEDULE B:

Name	Position	Effective Date
Andy Jones	National Honor Society, MacArthur	May 21, 2021
Heather Samonds	Behavioral Support Coach, Johns Hill	May 21, 2021
Josh Thornton	Athletic Director, Dennis Mosaic	May 21, 2021

RETIREMENTS**TEACHING ASSISTANT:**

Name	Position	Effective Date
Marion Bolerjack	Life Skills Assistant, Montessori Academy for Peace	May 21, 2021

MAINTENANCE:

Name	Position	Effective Date
Glenn Woodrum, Jr	Maintenance Worker, Buildings & Grounds	July 20, 2021

OFFICE PERSONNEL:

Name	Position	Effective Date
Laurene Van Natta	Special Ed Claims and Statistical Information Analyst, Macon Piatt	December 10, 2021

COMPENSATION RECOMMENDATIONS:

- The following staff members should be compensated for participating in Tutoring on April 28 & 29, 2021 at Stevenson:

Olivia Wernecke	\$132.00	Peter Brown	\$66.00
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- The following staff member should be compensated **\$198.00** for participating in Tutoring on May 11, 12 & 13, 2021 at Stevenson:
Olivia Wernecke
- The following staff members should be compensated **\$150.00** for participating in Packing for New Building on May 17, 2021 at Johns Hill:

Sharon Bird	Bryan Kenney
Kristine Boomer	Christy Kernaghan
Summer Boyd	Deborah Kwasny
Angela Bryles	Stacey Long
Jessica Cameron	Glenna McKenzie
Michelle Davis	Kimberly Miller
Patricia Elam	Thomas Miller

Albulena Emroski
Joseph Flanigan
Katherine Ganley
Todd Garner
Billie Hall
Elizabeth Harding

Hollie Peckert
Heather Pistorius
Norma Ramos
Heather Samonds
Brandy Vanderberg
Morgan Wolter

- The following staff members should be compensated for participating in One Book One Quarter Selection Committee during April 2021 at PDI:

Carol Dance	\$198.00	Amanda Reeve	\$148.50
Sara Nave	\$148.50	Ron Lybarger	\$231.00
Leslie Johnson	\$165.00	Carissa Craven	\$99.00
Jennifer Young	\$66.00	Elizabeth Brinkoetter	\$198.00
Carolynn Keizer	\$165.00	Atalece Bird	\$231.00
Temethia Joyner	\$429.00	Jaclyn Wiseman	\$132.00
Tami Roberts	\$165.00	Hann Reside	\$231.00

- The following staff members should be compensated **\$133.28** for participating in ILT Vision Creation Team on September 22, November 23, & 30, 2020 at Stephen Decatur:

Atalece Bird	Ashlee Smith
Matt Grossman	Ashley Swanson
Heather England	Penny Jones
Thomas Beller	Merry Lanker

- The following staff members should be compensated for participating in the Transitional Leadership Team from April 29-May 13, 2021 at Parsons:

Elizabeth Turner	\$50.01	Greg Green	\$25.01
Kathryn Rodgers	\$50.01	Rebecca Harman	\$50.01
Elizabeth Case	\$50.01	Stacey Wilson	\$50.01
Carrie Sager	\$50.01	Courtney Odle	\$25.01
Leslie Woolsey	\$25.01	Kylie Hale	\$25.01
C Roxann Kennedy	\$50.01	Sarah Hott	\$25.01
Peter Brown	\$50.01	Colleen Johnson	\$50.01
Melissa Goede	\$50.01	Dawn Hawkins	\$50.01

- The following staff members should be compensated for participating in Tutoring during April-May, 2021 at Parsons:

Rhonda Ganley	\$33.00	Dawn Hawkins	\$33.00
Ashley Faulkner	\$132.00	Theressa Tozer	\$462.00
Melissa Goede	\$198.00	Kathryn Rodgers	\$198.00

- The following staff members should be compensated for participating in Grade Level Meetings on April 30, 2021 at Muffley:

Hilda Nicholls	\$133.36	Megan Noel	\$200.04
Libby Kirkland	\$150.03	Jodi Folmsbee	\$291.73

Diane Orr	\$191.71	Melissa Prasun	\$291.73
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- The following staff members should be compensated **\$500.00** for participating in the Art Club and National Honors Society during 2020-2021 Clubs during the 2020-2021 school year at Stephen Decatur:

Merry Lanker	Penny Jones
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- The following staff members should be compensated for participating in Spring Mentor during the Second Semester 2020-2021 at MacArthur:

Amanda Wrigley	\$1,000.00	Hannah Blacketer	\$1,500.00
Elizabeth Williams	\$250.00	Justin Baer	\$750.00
Casey Wilen	\$750.00		

- The following staff members should be compensated for participating in Spring Mentor during the Second Semester 2020-2021 at American Dreamer:

Amy Edrington	\$250.00	Linda Stubblefield	\$750.00
Molly Miller	\$750.00		

- The following staff members should be compensated for participating in Spring Mentor during the Second Semester 2020-2021 at Baum:

Tonya Bales	\$750.00	Larry Eastin	\$1,500.00
Michelle Vanderberg	\$750.00		

- The following staff members should be compensated for participating in Spring Mentor during the Second Semester 2020-2021 at Eisenhower:

Katie Busch	\$1,000.00	Stephanie Shook	\$250.00
Jennifer Morrow	\$1,500.00	Kelsey Doubet	\$1,000.00
Patricia Brackett	\$750.00		

- The following staff members should be compensated for participating in Spring Mentor during the Second Semester 2020-2021 at Hope Academy:

Ann Downey	\$1,000.00	Michael Coziahr	\$1,500.00
Julie Andrews	\$750.00	Krystina Pettit	\$1,000.00

- The following staff members should be compensated **\$750.00** for participating in Spring Mentor during the Second Semester 2020-2021 at Harris:

Krista Hudson	Nicole Long
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- The following staff members should be compensated for participating in Spring Mentor during the Second Semester 2020-2021 at Johns Hill:

Leslie Johnson	\$250.00	Albulena Emroski	\$750.00
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- The following staff members should be compensated for participating in Spring Mentor during the Second Semester 2020-2021 at Dennis:

Kristin Price	\$750.00	Sarah Smith	\$1,500.00
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Sarah Boline	\$250.00	Sara Nave	\$750.00
Deborah Sonder	\$750.00	Cassandra Mann	\$750.00

- The following staff member should be compensated **\$750.00** for participating in Spring Mentor during the Second Semester 2020-2021 at Macon Piatt:
Jill Hackman
- The following staff members should be compensated for participating in Spring Mentor during the Second Semester 2020-2021 at Montessori Academy for Peace:

Alison Chumbley	\$250.00	Lori Griffy	\$375.00
Dolores Shaw	\$1,000.00	Tracey Daniels	\$375.00
Sarah Pitts	\$750.00		
- The following staff member should be compensated **\$1,000.00** for participating in Spring Mentor during the Second Semester 2020-2021 at Muffley:
Diane Orr
- The following staff member should be compensated **\$750.00** for participating in Spring Mentor during the Second Semester 2020-2021 at Oak Grove:
Erin Miller
- The following staff members should be compensated for participating in Spring Mentor during the Second Semester 2020-2021 at Parsons:

Rhonda Ganley	\$250.00	Elizabeth Turner	\$250.00
Stacy Benda	\$1,500.00	Colleen Johnson	\$250.00
- The following staff members should be compensated for participating in Spring Mentor during the Second Semester 2020-2021 at PDI:

Kelli Murray	\$1,000.00	Rhonda Thomas-Cox	\$250.00
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- The following staff member should be compensated **\$750.00** for participating in Spring Mentor during the Second Semester 2020-2021 at Pershing:
Karen McFadin
- The following staff members should be compensated for participating in Spring Mentor during the Second Semester 2020-2021 at South Shores:

Sarah Walczyk	\$250.00	Heather Scott	\$750.00
Sara Kennedy	\$250.00		
- The following staff members should be compensated **\$24.99** for participating in Equity PD on April 26, 2021 at Hope Academy:

Brittany Williams	Tiffany Miller
Lisa Holmes	Annette Kirkpatrick
Carla Giberson	Julie Andrews
Brandon Jelks	Jihye Han
Jason Pals	Michael Coziahr
Susan Conway	Stacey Williams
Tara Lueras	Marcina Fuller

Heather Herron
Kandice Michener
Whitney Brown
Christine Lowe
Lindsay Kasza
Marcy Braden

Alicia Alves
Tonyan Young
Mary Evans
Alexandria Pomorin
Nicole Wilcoxon
Lynn Remmert

- The following staff members should be compensated **\$1,250.00** for participating in Schedule B Mentoring/Coaching/Athletics on the 2nd Semester at via Zoom:
Sydnee Sturdivant
- The following staff member should be compensated **\$3,500.00** for the X-Step for her years of service to Decatur Public Schools:
Marion Bolerjack

TRANSITIONAL PRINCIPAL'S CONTRACT
Fiscal Year 2020-2021; 2021-2022

This Contract made and entered into this 25th day of May 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 transitional Principal"), ratified at the meeting of the Board held on May 25, 2021, as found in the minutes of that meeting.

IT IS AGREED:

1. Employment. The transitional Principal is hereby hired and retained to perform the services for the District described herein as transitional Principal for a maximum of twenty-five (25) days, to be taken in full day or half day increments, between May 31, 2021, and July 2, 2021.

2. Duties. The duties and responsibilities of the transitional Principal shall be all those duties incident to the office of the transitional Principal, those obligations imposed by the law of the State of Illinois upon a Principal; and to perform such other duties normally performed by a transitional Principal as from time to time may be assigned to her by the Board.

3. Compensation. The Board agrees to pay the transitional Principal the sum of Five Hundred Eighty 00/100 Dollars (\$580.00) per day for each day worked June 1-3, June 7-10, June 14-17, and June 21-24, 2021. The Board agrees to pay transitional Principal her regular per diem (her annual salary is Ninety-Five Thousand Eight Hundred Twenty-Five Dollars and no/100 \$95,825.00 per annum) for each day worked June 4, June 11, June 18, June 25, June 28-30 and July 1-2, 2021, less customary and required withholdings. Illinois Teacher Retirement contributions shall be paid by the Board in addition to the the daily rate described herein. The payment of salary shall be in accordance with the method of payment for other administrators in the District. Any adjustment in compensation made during the life of this Contract shall be in the form of an approved amendment and shall become a part of this Contract.

4. Expenses. The Board shall reimburse the transitional Principal for reasonable expenses incurred while performing the duties of a transitional Principal during the term of this Contract. Transitional Principal shall provide vouchers or receipts for all expenses claimed and in all other respects reimbursement shall be pursuant to District policy and procedure. The Board shall pay the Internal Revenue Service rate to the transitional Principal for vouchered reimbursable mileage expenses incurred by the transitional Principal while using her personal vehicle for the conduct of approved District business.

5. Benefits. The transitional Principal shall be provided with one (1) sick leave day and one (1) personal day and the employer health insurance contribution shall begin as provided in transitional Principal's regular contract (April 27, 2021) on June 1, 2021.

6. 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.

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

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

9. 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 transitional Principal:
Geneka Gully
(address on file)

10. 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.

11. 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.

12. 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.

13. 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.

13. 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 except that terms and conditions of transitional Principal's regular contract (April 27, 2021) that may be relevant to this Transitional Contract (such as the residency requirement) shall be incorporated herein.

14. 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.

Geneka Gully
Transitional Principal

Board of Education
Decatur Public School District No. 61

By: _____
President

ATTEST:

Secretary

ASSISTANT PRINCIPAL'S CONTRACT
Fiscal Year 2021-2023

This Contract made and entered into this 25th day of May 2021, by and between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board" or "the District") and **Stephanie Morgan-Harris** (hereinafter "the Assistant Principal "), ratified at the meeting of the Board held on May 25, 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 Seventy-Eight Thousand Four Hundred Seventy-Five Dollars and no/100 (**\$78,475.00**) 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 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 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 1st 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 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.

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 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. 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. 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 Morgan-Harris
(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.

Assistant Principal

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

By: _____
President

ATTEST:

Secretary



Board of Education Decatur Public School District #61

Date: May 25, 2021	Subject: Contract with Cole Counseling Services
Initiated By: Jason Hood, Director of Human Resources, and Deanne Hillman, Director of Labor Relations	Attachments: Contract with Cole Counseling Services
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The CARES Act includes funding for mental health services and support. Due to stress levels associated with the pandemic, Administration recognizes that providing additional support to employees for mental health and wellness is warranted.

CURRENT CONSIDERATIONS:

Administration previously recommended a pilot with Cole Counseling Services as a support system for Mental Health Wellness during the 2020-2021 school year. It began at Stephen Decatur Middle School and Hope Academy in October which provided support services for employees. Based on positive feedback and the capacity of the wellness team, administration is recommending an extension of support at Stephen Decatur Middle School and Hope Academy while adding Montessori Academy for Peace, Franklin Grove, and Parsons through August 2022.

FINANCIAL CONSIDERATIONS:

Pending Board approval, the contract with Cole Counseling Services will be funded through the CARES Act (Elementary and Secondary School Emergency Relief Fund), a Federal Grant for the full amount of \$220,000.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Contract with Cole Counseling Services as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____



DPS 61 Wellness Proposal

Cole Counseling Services will remain the coordinator of the contract. Licensed clinicians will provide services for Decatur Public School staff.

Clinicians will receive \$75 per hour for services provided both on site as well as in other independent facilities. Clinicians will schedule their clients (staff) according to the availability of independent clinician, staff and building space on school site. Clinicians will see clients in their respective buildings, in space provided by the district designated for therapy. Clinicians may also see staff before and after school at the clinician's respective offices.

Schools: Stephen Decatur Middle School, Hope Academy, Franklin Grove, Parsons, Montessori Academy for Peace and individuals in "crisis".

Timeline: The program will provide support summer 2021, fall 2021, spring 2022, and summer 2022 through August 12, 2022. The framework of the program will be revisited as needed as well as a recap meeting in May 2022.

Name of Current Providers:

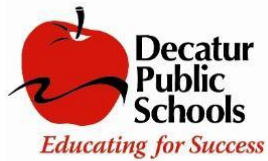
TyKyna Cole, MA, LCPC
Tara Ulis, LCSW
Nicole Ekiss, LCSW
Stephanie Vaughn, LCPC
Mary Garrison, LCSW, ACSW
Sara Tharp, LCSW
Adrienne Moody, LSW
Carrie Ray, LCSW
Jessica Hentrich, LCSW

New Providers Joining:

Lindsay Orlowski, LCSW
Jordan Jones, LCSW
Andrea McCoy, LCSW
Kim Washburn, LCSW

Targeted Support	Anticipated Outcomes	Timeline	Days
Monitoring of the Program	<ul style="list-style-type: none">Scheduling of clinicians	<ul style="list-style-type: none">May 31, 2021-	<ul style="list-style-type: none">Varying daysTotal amount- \$22,500 this amount is a continuation of

	<ul style="list-style-type: none"> • Payment to clinicians • Paperwork to DPS for payment processing 	August 12, 2022	\$357 per week being paid in the current contract.
Counseling and Supports	<ul style="list-style-type: none"> • Individual counseling • Group Counseling • FLOAT sessions • Massage Therapy 	<ul style="list-style-type: none"> • May 31, 2021- August 12, 2022 	<ul style="list-style-type: none"> • Varying days • Rate paid to clinician per session not to exceed \$75/hour • Amount rendered not to exceed a total amount of \$197,500
		Total	\$220,000



Board of Education Decatur Public School District #61

Date: May 25, 2021	Subject: Memorandum of Understanding (MOU) between Decatur Public Schools District 61 (DPS) and the Decatur Federation of Teaching Assistants (DFTA) regarding Summer School Programming
Initiated By: Jason Hood, Director of Human Resources, and Deanne Hillman, Director of Labor Relations	Attachments: Memorandum of Understanding (MOU) between Decatur Public Schools District 61 (DPS) and the Decatur Federation of Teaching Assistants (DFTA) regarding Summer School Programming
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

Administration recognizes with the need for Teaching Assistants during Summer School Programming.

CURRENT CONSIDERATIONS:

Teaching Assistants will be compensated \$50.00 per hour for Summer School Programming.

FINANCIAL CONSIDERATIONS:

Costs incurred will be paid from the CARES Act (Elementary and Secondary School Emergency Relief Fund), a Federal Grant.

STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the Memorandum of Understanding between Decatur Public School District 61 and the Decatur Federation of Teaching Assistants (DFTA) regarding Summer School Programming as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

Memorandum of Understanding Summer School Programming

The Decatur Federation of Teaching Assistants (DFTA) and the Decatur Public School District 61 (DPS) agree that:

For the summer of 2021, all teaching assistants shall be paid at the rate of \$50.00 (fifty dollars) per hour.

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.

This language shall apply to all DFTA Bargaining Unit Members.

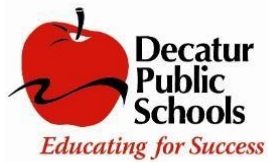
Signed this ____ day of _____, 2021

(for the District)

(for the DFTA)

(date)

(date)



Board of Education Decatur Public School District #61

Date: May 25, 2021	Subject: Memorandum of Understanding (MOU) between Decatur Public Schools District 61 (DPS) and Service Employees International Union Local No. 73 Custodians and Maintenance (SEIU A/B) regarding Summer School Programming
Initiated By: Jason Hood, Director of Human Resources, and Deanne Hillman, Director of Labor Relations	Attachments: Memorandum of Understanding (MOU) between Decatur Public Schools District 61 (DPS) and Service Employees International Union Local No. 73 Custodians and Maintenance (SEIU A/B) regarding Summer School Programming
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

Administration recognizes there is an expansion of summer school efforts for June and July of 2021. As such, there are additional expectations for Custodial and Maintenance employees associated with the new Summer School Programming.

CURRENT CONSIDERATIONS:

Custodial and Maintenance will be compensated two days at their individual per diem rate for which no work shall be performed.

FINANCIAL CONSIDERATIONS:

Costs incurred will be paid from the CARES Act (Elementary and Secondary School Emergency Relief Fund), a Federal Grant.

STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the Memorandum of Understanding between Decatur Public School District 61 and Service Employees International Union Local No. 73 Custodians and Maintenance (SEIU A/B) regarding Summer School Programming as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

Memorandum of Understanding Summer School Programming

The Service Employees International Union Local No. 73 Custodians and Maintenance (SEIU A/B) and the Decatur Public School District 61 (DPS) agree that:

For the summer of 2021, all Custodial/Maintenance who are 12 months shall be paid two days for which no work shall be performed at their individual per diem rate. Payment will be received on July 2, 2021 (pay period 26).

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.

This language shall apply to all SEIU-A/B Bargaining Unit Members.

Signed this ____ day of ____, 2021

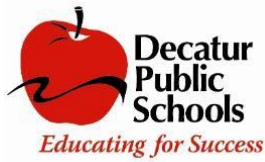
(for the District)

(for SEIU-A/B)

(for SEIU-A/B)

(date)

(date)



Board of Education Decatur Public School District #61

Date: May 25, 2021	Subject: Memorandum of Understanding (MOU) between Decatur Public Schools District 61 (DPS) and the Service Employees International Local No. 73 Security Officers (SEIU-C) regarding Summer School Programming
Initiated By: Jason Hood, Director of Human Resources and Deanne Hillman, Director of Labor Relations	Attachments: Memorandum of Understanding (MOU) between Decatur Public Schools District 61 (DPS) and the Service Employees International Local No. 73 Security Officers (SEIU-C) regarding Summer School Programming
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

Administration recognizes the need for Security Officers during Summer School Programming. Hours shall be worked outside of Security Officers' contractual work schedule in June and July.

CURRENT CONSIDERATIONS:

Security Officers will be compensated double their contractual hourly rate. Security Officers must be present to earn double their contractual hourly rate.

FINANCIAL CONSIDERATIONS:

Costs incurred will be paid from the CARES Act (Elementary and Secondary School Emergency Relief Fund), a Federal Grant.

STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the Memorandum of Understanding between Decatur Public Schools District 61 and the Service Employees International Local No. 73 Security Officers (SEIU-C) regarding Summer School Programming as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

Memorandum of Understanding Summer School Programming

The Service Employees International Union Local No. 73 Security Officers (SEIU-C) and the Decatur Public School District 61 (DPS) agree that:

During summer school of 2021, all Security Officers shall be paid double their contractual hourly rate. Security Officers must be present to earn double their contractual hourly rate. All benefit time, sick or personal, will be paid at the regular rate, per contract language.

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.

This language shall apply to all SEIU-C Bargaining Unit Members.

Signed this ____ day of ____, 2021

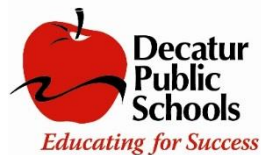
(for the District)

(for SEIU-C)

(for SEIU-C)

(date)

(date)



Board of Education Decatur Public School District #61

Date: May 25, 2021	Subject: Contract Renewal for Brecht's Database Solutions, Inc
Initiated By: Kathy Horath, Director of Macon-Piatt Special Education (MPSED)	Attachments: Contract invoice, W-9
Reviewed By: Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

Macon-Piatt Special Education District is renewing an annual subscription for IEP, 504 and Medicaid billing software.

CURRENT CONSIDERATIONS:

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

FINANCIAL CONSIDERATIONS:

The amount is \$35,100 and will be included in the FY22 MPSED tentative budget.

STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education to approve the contract renewal in the amount of \$35,100 with Brecht's Database Solutions, Inc. as presented

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____



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**

SALES REP

J. Smith

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

Please remit to: Embrace Education

BALANCE DUE

\$35,100.00

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
- ☐ Other (see instructions) ► _____
- ☐ C Corporation
- ☒ S Corporation
- ☐ Partnership
- ☐ Trust/estate
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

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.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Board of Education Decatur Public School District #61

Date: May 25, 2021	Subject: Quaver Ed three (3) year License Renewal for our K – 8 Music Teachers
Initiated By: Ashley Grayned, Executive Director of Innovative Programs and Strategic Planning	Attachments: Quaver Ed three (3) year License Renewal Quote
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

Quaver Ed was purchased for all K-8 General Music teachers for the 2020-21 school year and has been a successful component of the K-8 curriculum as well as PD opportunity for teachers. The Music staff desires to renew the contract for the next three years, in alignment with the District's three-year standard privacy agreement.

The Quaver Ed program provides unlimited student accounts, fully executable and customizable electronic lesson plans, 1:1 student resources, Teacher Admin Panel, Class Play, Music Essentials, World Music, Bach's Brain, Resource Manager Search Engine and other resources. It also updates resources four times each year at no additional cost. It provides an easy-to-implement tool for hybrid teaching as well as provides principals and other school leaders with the resources necessary to address the needs of their individual schools, including Social Emotional Learning resources.

CURRENT CONSIDERATIONS:

The Music staff and their students have benefited from utilizing Quaver Ed this school year. The program not only supports in person learning but has provided our virtual students with equity and opportunity. As our current contract expires July 1, 2021, music teachers, Encore Coordinator and Arts Education Specialist are advocating for a three-year renewal. The renewal will run through July 1, 2024 and will provide customizable lesson plans, curriculum guides with scope and sequence, up to four Professional Development training sessions with Quaver Ed Certified Clinicians annually, and equity in Music Education for our K-8 students.

FINANCIAL CONSIDERATIONS:

The \$67,200.00 three-year contract will be purchased through the CARES Act Funding.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Quaver Ed three (3) year License Renewal to be used for our K-8 students as presented.

RECOMMENDED ACTION:

☒ Approval
☐ Information
☐ Discussion

BOARD ACTION: _____



Quote

Decatur Public Schools District 61

Date: 4/23/2021
Attn: MARIE JAGGER-TAYLOR

3 Year License

Item Description:	Quantity	Unit	Total
Quaver's Music Curriculum Resources (Grades K-8)	5	\$7,560.00	\$37,800.00
Quaver's Music Curriculum Resources (Grades K-6)	5	\$5,880.00	\$29,400.00
Student Accounts and Rostering Integration			INCLUDED
Quarterly Content Updates			INCLUDED
Student Access to Student Resources			INCLUDED
24/7 Access to 50+ Hours of Online Resources/PD			INCLUDED
Offline Resources and Shipping			INCLUDED
		Total	\$67,200.00

Includes all of the following elements:

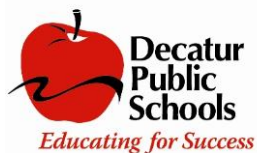
- Customizable Lesson Plans
- Lesson Plan Presenter
- Teacher GradeBook
- Auto-Graded Assessments
- ClassPlay
- Bach's Brain
- Making Music Worldwide
- Student Accounts
- Online Quaver Classrooms
- Quaver Unplugged Content
- Virtual Training Program

Proposal valid for 90 days.

***Sales tax not included. If your organization is tax exempt please provide your tax exempt form.**

QuaverEd.com
65 Music Square West
Nashville, TN 37203
866.917.3633

Matt Hollis
Director of Sales
matthollis@QuaverEd.com
615.955.0817



Board of Education Decatur Public School District #61

Date: May 25, 2021	Subject: Robertson Charter Contract (RCS) One Year Agreement Extension
Initiated By: Ashley Grayned, Executive Director of Innovative Programs and Strategic Planning and Robertson Charter School Representatives	Attachments: Robertson Charter Contract (RCS) One Year Agreement Extension
Reviewed By: Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The Robertson Charter School (RCS) received its charter from the Illinois State Board of Education on August 17, 2001. The Decatur Public School Board of Education entered into an agreement with RCS on March 23, 2001 to begin the process of obtaining the ISBE Charter. This original agreement was renewed on June 26, 2006, June 26, 2011 and July 01, 2016. The current Charter operates until June 30, 2021.

Representatives annually present information to the Board regarding RCS in order to keep the Board of Education updated on their progress.

CURRENT CONSIDERATIONS:

Decatur Public Schools and Robertson Charter School are currently in negotiations and due to the June 30, 2021 contract expiration, DPS would like to extend the RCS contract (as is) for a one year, ending on June 30, 2022. This will allow current negotiations to continue on an agreement of multi-year that is amenable to both parties.

FINANCIAL CONSIDERATIONS:

Payments to RCS are included yearly in the annual budget.

STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the Robertson Charter Contract (RCS) One Year Agreement Extension as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

CHARTER SCHOOL AGREEMENT

THIS AGREEMENT AND CHARTER ("**Agreement**") executed on this _____ day of _____, 2021, to be effective July 1, 2021 through June 30, 2022, by and between the **Board of Education of Decatur School District No. 61** (the "Board" of "District 61") and **Robertson Charter School** (the "Charter School"), an independent public school established under the Charter Schools Law, **105 ILCS 5/27A-1 et seq.** (the "Charter Schools Law"). This is a one (1) year extension of the previous agreement between both parties and is meant to provide more time to prepare a new, mutually beneficial five year agreement.

RECITALS

WHEREAS, the State of Illinois enacted the Charter Schools Law as Public Act 89-450, effective April 10, 1996; and

WHEREAS, the Charter Schools Law was enacted for the following purposes:

- (1) To improve pupil learning by creating schools with high, rigorous standards for pupil performance;
- (2) To increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for at-risk pupils;
- (3) To encourage the use of innovative teaching methods;
- (4) To allow for the development of innovative forms of measuring pupil learning and achievement;
- (5) To create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site;
- (6) To provide parents and pupils with expanded educational choice within the school system;
- (7) To encourage parental and community involvement with public schools;
- (8) To hold charter schools accountable for meeting rigorous school content standards and to provide those schools with the opportunity to improve accountability; and

WHEREAS, on August 17, 2001, the Charter School received its charter from the Illinois State Board of Education and has worked in conjunction with the Board of District 61 since then pursuant to a Charter School Agreement dated March 23, 2001; and

WHEREAS, on June 26, 2006, the Charter School received renewal of its initial charter from the Board of District 61 and has worked in conjunction with the Board of District 61 since then pursuant to a Charter School Renewal Agreement dated June 26, 2006; and

WHEREAS, on June 29, 2011, the Charter School received renewal of its charter from the Board of District 61 and has worked in conjunction with the Board of District 61 since then pursuant to a Charter School Renewal Agreement dated June 29, 2011; and

WHEREAS, the Charter School and the Board desire to again renew their Agreement pursuant to the terms below;

WHEREAS, many Decatur students are at-risk for not reaching their academic potential due to various economic factors which make it less likely for them to succeed in a conventional educational environment (“At-Risk Pupils”); and

WHEREAS, the parties wish to utilize the alternative of providing educational instruction in a small classroom setting to reduce the achievement gap for economically disadvantaged students and the goal of Charter School is to serve this need; and

WHEREAS, the parties desire that the Charter School be authorized to operate and conduct its affairs in accordance with the terms of this Agreement and the Charter Schools Law.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals Incorporated by Reference.** The recitals to this Agreement are incorporated herein by reference and made a part hereof.

2. **Renewal of Charter.** Subject to the final certification of the Illinois State Board of Education ("State Board"), the Charter School is hereby re-authorized, and its charter renewed, in accordance with the Charter Schools Law and the terms and conditions of this Agreement, to operate a charter school as described herein. The term of this renewal period shall be July 1, 2021 through June 30, 2022.

3. **Term of Agreement.** The Charter School shall operate an educational program and program of instruction serving the educational needs of the students enrolled therein.

a. **Mission Statement.** The Charter School shall operate under the mission statement set forth in its original Application for charter status, and such mission statement is hereby accepted to the extent that it is consistent with the declared purposes of the General Assembly as stated in the Charter School Law.

b. **Age, Grade Range.** The Charter School shall provide instruction to pupils in grades K through 8 inclusive.

c. **Enrollment.** Enrollment in the Charter School shall be open to any pupil who resides within the established boundaries for the Decatur School District. The Charter School shall not enroll any student for the upcoming school year before February 15 of each year. If, on February 15, there are more eligible applicants for enrollment in the Charter School than there are spaces

available, successful applicants shall be selected by lottery which shall be open to all applicants and the public. Priority for enrollment shall be given to siblings of pupils enrolled in the Charter School and to K-8 pupils who were enrolled in the Charter School the previous school year, unless expelled for cause. The Charter School shall not permit dual enrollment of any student at both the Charter School and another public school or nonpublic school. The Charter School shall not enroll any student who is not a current resident of the Decatur School District.

d. Goals, Objectives, Pupil Performance Standards. The Charter School shall pursue and make reasonable progress toward the achievement of the goals, objectives and pupil performance standards in accordance with the Accountability Plan described in Section 7 of this Agreement, provided that such goals, objectives and pupil performance standards shall at all times remain in compliance with Section 2-3.64 of The Illinois School Code, 105 ILCS 5/2-3.64.

e. Evaluation of Pupils. The Charter School shall evaluate pupil performance as further described in Section 7 hereof.

f. Curriculum. The Charter School shall notify the Board of material changes in its curriculum throughout the life of this Agreement.

g. School Year; School Days; Hours of Operation. Instruction shall commence on the date established by the Charter School. The days and hours of operation of the Charter School shall be established by the Charter School and in compliance with Illinois Statute.

h. Disciplinary Code. The Charter School shall maintain its system of uniform student discipline.

1. The Charter School may continue using its own code of conduct for students as long as the developed codes, policies and procedures regarding student conduct and student discipline are in compliance with applicable federal and state laws, including without limitation, the grounds and procedures established by state statute for suspending, expelling or denying admission to a student. A copy of the Charter School's code of conduct shall be submitted to the Director of Business Affairs at the beginning of this contract extension and at any time that material changes are made to the code of conduct.

2. The Charter School may, at its option, elect to adopt the Decatur School District Discipline Policy effective at the beginning of any academic year, provided that the Charter School shall notify the Board of its election to do so no later than August 15, 2021, or at least fifteen (15) days prior to the commencement of any subsequent academic year for which such election shall be effective.

3. The Charter School shall be responsible for suspensions and expulsions of students. The Charter School shall carry out all suspension and expulsion proceedings in accordance with its suspension and expulsion policies and Illinois law. In the event that any student is suspended or expelled from the Charter School by action of the Charter School, the Charter School shall promptly notify the Director of Student Services of Decatur Public Schools of such suspension or expulsion and shall provide to the Director of Student Services, no later than five (5) days following the expulsion of such student,

with a summary statement of the grounds and evidence warranting expulsion and a record of the proceedings in which the expulsion decision was made. The Board may initiate additional disciplinary proceedings against any student expelled by Charter School in accordance with its rules and procedures for the expulsion of students. Should the Board initiate additional disciplinary proceedings against the student, the Charter School shall provide factual information relating to the offense, including live testimony in an expulsion hearing.

i. Governance and Operation. The operation of the governing board of the Charter School shall be as set forth in this paragraph.

1. Members of the governing board of the Charter School shall be selected according to the needs of the school.

2. Composition of the governing board of the Charter School shall be as stated in the by-laws of the Charter School.

3. Members of the governing board of the Charter School shall set policy for the Charter School and shall be responsible for overseeing the academic and fiscal integrity of its operations, and for assuring that the Charter School operates in compliance with the Charter Schools Law and other relevant laws. Members of the governing board will select, and evaluate the performance of, the head of the school's administrative team.

4. The Charter School shall add the Decatur School District to the list to receive agendas in a similar capacity as would any news medium making the same request.

j. Pupil Transportation. The Charter School shall meet the transportation needs of its students. The Charter School shall maintain a plan to specifically address the transportation needs of low-income and at-risk pupils as required by the Charter Schools Law. A copy of the Transportation Plan shall be provided to the Director of Business Affairs upon completion.

k. School Calendar. No later than July 1 of each year during which this Agreement is in effect, the Charter School shall submit to the Director of Business Affairs its school calendar for the following academic year noting any difference between the Decatur School calendar and the Charter School calendar.

l. Records

1. The Charter School agrees to comply with all recordkeeping requirements of federal or state law and shall provide any and all reports necessary, to meet the School District's reporting obligations to the State Board. Student records include, without limitation, immunization records, class schedules, records of academic performance, disciplinary actions, attendance and standardized test results and documentation required under federal and state law regarding the education of students with disabilities.

2. The Charter School shall comply with all applicable- federal and state laws, concerning the maintenance, retention and disclosure of student records, including, without limitation, the Illinois School Student Records Act, 105 ILCS 10/1 et seq and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g.

4. Additional Covenants and Warranties of Charter School. The Charter School covenants and warrants as follows:

a. Compliance with Laws and Regulations. The Charter School shall operate at all times in accordance with the Charter Schools Law and all other applicable Federal and State laws from which the Charter School is not otherwise exempt and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status, sexual orientation, or need for special educational services. The Charter School shall also comply with the following:

1. Section 2-3.64 of The School Code (105 ILCS 5/2-3.64), regarding performance goals, standards and assessments;
2. Sections 10-21.9 of The School Code (105 ILCS 5/10-21.9) regarding criminal background investigations and checks of the Statewide Sex Offender Database of applicants for employment;
3. Sections 24-24 of The School Code (105 ILCS 5/24-24) regarding discipline of students;
4. The Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.);
5. Section 108.75 of the General Not For Profit Corporation Act of 1986 (805 ILCS 105/1.01 et seq.) regarding indemnification of officers, directors, employees and agents;
6. The Abused and Neglected Child Reporting Act (325 ILCS 5/1 et seq.);
7. The Illinois School Student Records Act (105 ILCS 10/1 et seq.) and Section 10-17a of the School Code regarding school report cards;
8. The Freedom of Information Act (5 ILCS 140/1 et seq.);
9. The Open Meetings Act (5 ILCS 120/1.01 et seq.);
10. The Pension Code (40 ILCS 511-101 et seq.), subject to the limitations set forth in Section 5k below;
11. The P-20 Longitudinal Education Data System Act (105 ILCS 13/1 et seq.);

12. Non-Curricular Health and Safety Requirements Applicable to Charter Schools
(105 ILCS 5/27a – 5(d))

13. All applicable health and safety regulations of the State of Illinois and the City of Decatur, including without limitation those laws specifically identified by the Illinois State Board of Education as being applicable to charter schools, as set forth in **Exhibit A** attached hereto.

b. Compliance with Agreement. The Charter School and the Board shall operate at all times in accordance with the terms of this Agreement, including but not limited to the Accountability Plan as later defined herein.

c. Maintenance of Corporate Status and Good Standing.

1. The Charter School shall at all times maintain itself as an Illinois general not-for-profit corporation capable of exercising the functions of the Charter School under the law of the State of Illinois, shall remain in good standing under the laws of the State of Illinois, and shall timely make all required filings with the office of the Illinois Secretary of State. In the event that the Charter School becomes recognized as an organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code the Charter School shall provide proof of said status to the Director of Business Affairs. If the Charter School's 501(c)(3) status or Illinois not-for-profit status is revoked the Director of Business Affairs shall be notified.

2. Dissolution. In the event the Charter School should cease operations for whatever reason, including the nonrenewal or revocation of its charter, or dissolution of the nonprofit corporation established pursuant to paragraph 4(c)(1) above, it is agreed that the Board shall supervise and have authority to conduct the winding up of the business and affairs of the Charter School; provided, however, that in doing so, the School District does not assume any liability incurred by the Charter School beyond the funds allocated to it by the School District under this Contract. The School District's authority hereunder shall include, but not be limited to, the return and/or disposition of any assets acquired by purchase or donation by the Charter School during the time of its existence. All assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and obligations of the Charter School shall be returned to the School District.

d. Personnel. The relationship between the Charter School and its employees, and the manner in which terms and conditions of employment shall be addressed with affected employees and their recognized representatives, if any, shall be consistent with this Agreement, provided that the Charter School shall comply with all Federal and Illinois employment laws and regulations made applicable to charter schools under the Charter Schools Law.

No later than September 1, 2021 and September 1 of each year thereafter, the Charter School shall provide the Director of Business Affairs with a list containing the names, job positions, and social security numbers, of all its employees. Such list shall also indicate: (1) for each employee,

the date of initiation of the criminal background investigation required under Section 10-21.9 of The School Code and Section 4(e) of this Agreement, and the results of such background check; and (2) for each individual employed in an instructional position, evidence of certification, or evidence that such individual is otherwise qualified to teach under Section 27A-10(c) of the Charter Schools Law, including information regarding the additional mentoring, training and staff development, if any, to be provided by the Charter School pursuant to Section 4(f) of this Agreement. For any individual hired in an instructional position after September 1 for the current academic year, the Charter School shall provide the Director of Business Affairs with such evidence of certification or other qualification no later than thirty (30) days after the individual's initial date of hire.

e. Criminal Background Checks. The Charter School shall not knowingly employ any individual (1) for whom a criminal background investigation has not been initiated or (2) who has been convicted for committing or attempting to commit one of the offenses enumerated in Sections 10-21.9, 21-23, 23a, and 23b of The School Code.

f. Instructional Providers. The Charter School shall employ or otherwise utilize in instructional positions only those individuals who are certificated under Article 21 of the School Code, 105 ILCS 5/21-1 et seq., or who are otherwise qualified to teach under Section 27A-10(c) of the Charter Schools Law. For purposes of this Section, "instructional positions" means all those positions involving duties and responsibilities which, if otherwise undertaken in the Decatur School District, would require teacher certification. In the event the Charter School employs or otherwise utilizes non-certificated personnel in instructional positions, the Charter School shall provide such additional mentoring, training and staff development as the Charter School determines is necessary for satisfactory performance in the classroom.

g. Building. The Charter School shall obtain and submit to the Board for review no later than August 15, 2021, all applicable occupancy permits, health and safety approvals for the building and annual inspection reports provided by the Regional Office of Education; and evidence of title to the school building satisfactory to the Board, if the school building is owned by the Charter School. The Charter School shall take such actions as are necessary to ensure that all occupancy permits and health and safety approvals remain valid and in force, and shall certify to the Director of Business Affairs no earlier than June 1 and no later than July 1 of each year that such certificates and approvals remain in force. The Charter School shall submit to Decatur Public Schools evidence that property parcel 12-12-251-005 is registered in Macon County as owned by Robertson Charter School at its earliest convenience.

5. Financial Operations of Charter School.

- a. Financial Management. The Charter School shall operate in accordance with GAAP or other generally accepted standards of fiscal management, provided that the Charter School's accounting methods shall comply in all instances with any applicable governmental accounting requirements.
- b. Budget and Cash Flow. The Charter School shall prepare and provide to the Director of Business Affairs a copy of its annual budget by no later than July 1 of such fiscal year. The fiscal year for the Charter School shall begin on July 1 of each year and end on June 30 of the subsequent year.

- c. Quarterly Financial Statements. The Charter School shall provide quarterly financial statements to the Director of Business Affairs by January 30, April 30, July 30 and October 30 of each year.
- d. Accounting for Grant Funds. All reimbursements for salaries, employee benefits, purchased services, supplies and capital equipment sought by the Charter School pertaining to Federal grants must be provided to Director of Business Affairs using the Illinois State Board of Education account codes provided by the Board. Proof of expenditures for salaries, employee benefits, purchased services, supplies and capital equipment for State grants and/or reimbursements sought for State grants must be provided to the Director of Business Affairs using the Illinois State Board of Education account codes provided by the Board.
- e. Distribution of Funds. The Board shall distribute the Charter School Funds, as determined in Section 5(g) below, in four quarterly installments payable on or before July 15, October 15, January 15 and April 15 of each fiscal year. The first such distribution shall be July 15, 2021. Payments shall be adjusted for any accounting errors made by the Charter School in the previous quarter; in such event, the Board shall provide the Charter School with a written explanation and calculations justifying the adjustments.
- f. Funding Procedure. For each student enrolled at the Charter School, the Board shall provide to the Charter School an amount equal to 100% of the Board's prior year per capita tuition amount for July and October and the Board's current year per capita tuition amount for January and April (of each school year), as determined by the District 61 audit. The Board shall provide this amount to the Charter School for each pupil enrolled at the Charter School as follows:
 - 1. First Installment (July 15). The amount of the Board's first quarterly payment shall be based on the enrollment at the Charter School as reported on the September 30 Fall Housing Report from the previous year. The first quarterly payment shall be made by July 15 each year.
 - 2. Second Installment (October 15). The amount of the Board's second quarterly payment shall be calculated such that the aggregate amount of the first and second quarterly installments is equal to the number of students enrolled at the Charter School on the twentieth day of the first semester, as verified by attendance records, multiplied by one half the per capita tuition amount. The second quarterly payment shall be made by October 15 each year.
 - 3. Third Installment (January 15). The amount of the Board's third quarterly payment shall be based on the enrollment at the Charter School on December 15 or the first school attendance day thereafter if the 15th falls on a Saturday, Sunday or Holiday. The third quarterly payment shall be made by January 15 each year.
 - 4. Fourth Installment (April 15). The amount of the Board's fourth quarterly payment shall be calculated such that the aggregate amount of the third and fourth quarterly installments is equal to the number of students enrolled at the Charter School on the *twentieth* day of the second semester, as verified by attendance records, multiplied by one half the per capita tuition amount. The fourth quarterly payment shall be made by April 15 each year.

- g. State and/or Federal Categorical Funds. The Charter School shall furnish the Board with eligibility data regarding State and/or Federal categorical funding eligible students enrolled in the Charter School. The Charter School will follow the “reimbursement” process as required by the Federal Rules on all grants. State categorical funding revenues to which the Charter School is entitled shall be distributed to the Charter School quarterly on the dates set forth in Section 5(f) hereof on an estimated basis, provided that the Board may adjust any such payment to account for prior deviations between the estimated categorical funds paid and the amount of categorical funds to which the Charter School was entitled during such payment period. However, in the event the State of Illinois requires a different reimbursement process for any particular state categorical funds the Charter School shall be required to follow that process and the Board shall reimburse the State funds on the schedule required by the State. Such State funding amounts shall be in addition to the per-pupil funding amounts provided under Section 5(f) hereof and shall be sufficient to comply with all provisions of the Charter Schools Law.

By July 31 of each year the Charter School shall return to the Board any unspent State or Federal categorical funding from the previous year.

- h. Refund of Unspent Funds. In the event that this Agreement is revoked, is not renewed by the Board, or is terminated in accordance with Section 20 the Charter School shall refund to the Board all unspent funds in accordance with Section 27A-11(g) of the Charter Schools Law.
- i. Other Sources of Funds for Charter School. Paragraph 5(f) is not intended to increase or decrease the amount of per capita student tuition to which the Charter School is entitled under the Charter Schools Law. The parties acknowledge that the Charter School is or may be entitled to other state and federal sources of funds for schools which are not included in the per capita tuition payment. The Charter School is not entitled to PreKindergarten funding for which the Charter School has not directly applied and received. The Charter School is not precluded from obtaining direct funding for PreKindergarten students.
- j. Tuition and Fees. The Charter School shall not charge tuition to any student. The Charter School may, to the extent permitted by law, charge reasonable fees for textbooks, instructional materials, and student activities.
- k. Pension payments. The parties hereby acknowledge and agree that the Charter School shall comply with those provisions of the Illinois Pension Code which specify applicability to, or compliance by, charter schools. The Charter School is fully responsible for all employer contributions which may be due to the Teachers Retirement System for its eligible employees. The Board is not responsible for any payments, penalties, late costs, or contributions of any kind for the Charter School employees.
- l. Management and Financial Controls. At all times, the Charter School shall maintain appropriate governance and managerial procedures and financial controls which shall include, but not be limited to: (1) generally accepted accounting procedures; (2) a checking account; (3) adequate payroll procedures; (4) bylaws; (5) an organization chart; and (6) procedures for the creation and review of monthly and quarterly financial statements, which procedures shall specifically identify the individual who will be responsible for preparing such financial statements in the following fiscal year. The Charter School shall retain a Certified Public Accountant or other similar

professional who shall perform a review of the Charter School's management and financial controls and who shall provide an annual review concerning the status of those controls (the "Statement"). The Statement must address those issues listed above. In the event that the Statement reveals that any of the above controls is not in place, the Charter School shall remedy such deficiencies within 30 days. Failure to remedy such deficiency shall constitute a material breach of this Agreement which will result in a revocation of the Charter.

- m. Annual Audits. The Charter School shall cause a Financial Statement Audit and Financial and Administrative Procedures Controls Review (collectively, the "Financial Audits") to be performed annually at its expense by an outside independent auditor retained by the Charter School and reasonably acceptable to the Board. No later than October 1 of each year, beginning with October 1, 2021, management letters issued with financial audits will be made available for review by the superintendent or administrative designee. The Financial Audit shall include:

1. An opinion on the financial statements (and Supplementary Schedule of Expenditures of Federal Awards, if applicable);
2. A report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards.
3. A report on compliance with requirements of applicable laws and regulations, including the audit requirements contained in the Accountability Plan.

- n. Attendance. Attendance of students at the Charter School shall be in compliance with Illinois' compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and unexcused absences. The Charter School shall maintain accurate enrollment data and daily records of student attendance and shall provide the previous month's enrollment and attendance data to the Director of Business Affairs on or before the tenth of every month on the forms provided. The Board shall provide access to the Charter School to use the District's student attendance software. The Charter School shall be required to maintain daily attendance using the District's attendance software.

6. Insurance. The Charter School shall, at its own expense, purchase and maintain insurance covering all of its operations. Such insurance shall include the types of insurance set forth in **Exhibit "B"** hereto, subject to the conditions and in no less than the respective limits set forth therein. All insurers shall be licensed by the State of Illinois and rated B+ or better by A.M. Best or a comparable rating service.

No later than July 1 of each year, the Charter School shall provide the Director of Business Affairs with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts as set forth above and in **Exhibit "B"** and showing Decatur School District as an additional insured. All such insurance policies shall contain a provision requiring notice to the Board, at least 60 days in advance, of any material change, non-renewal or termination, to the attention of Decatur 61, Director of Business Affairs, 101 W. Cerro Gordo, Decatur, Illinois, 62523.

7. **Accountability and Evaluations.**

- a. Accountability Plan. The Charter School shall be held accountable by the Board in conformance with the Accountability Plan contained in **Exhibit “C”** (“Accountability Plan”).
- b. Standardized Tests. The Charter School shall administer standardized tests of academic proficiency as provided for in Exhibit “C” and shall participate in any state assessment tests required by the School Code. The Charter School will oversee, supervise, proctor and otherwise control all standardized assessments given to Charter School students to ensure strict compliance and control over the testing in accordance with state guidelines. The Charter School shall notify the Board of the Charter Schools Standardized testing calendar and invite District monitors to the testing and controls.
- c. Other Evaluation Procedures. In addition to the above procedures, the Charter School shall grant reasonable access to, and cooperate with, the Board, its officers, employees and other agents, including allowing site visits by the Board, its officers, employees and other agents, for the purpose of allowing the Board to fully evaluate the operations and performance of the Charter School pursuant to the Accountability Plan and the Charter Schools Law. Where possible, the Board shall provide the Charter School with at least 24 hours prior notice of such site visits.
- d. Pupil Data. The Charter School shall furnish to the Board, if so requested, academic and demographic pupil data, including information relating to individual students as well as aggregate and comparative data to the extent that such information is available to the Charter School. The Charter School shall make available to the Board all information and data which it provides to any third party for research purposes.

8. Special Education.

- a. Provision of Services. For each student who enrolled at the Charter School as of June 15 who has transferred to the Charter School from another Decatur Public School and for whom the Board possesses an Individualized Education Plan, the Board shall provide a copy of the student's IEP to the Charter School by August 1 of each year. The Charter School shall comply with the Individuals with Disabilities Education Act (20 U.S.C. §1401 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), and subject to the following additional conditions: (i) the Charter School shall comply with Decatur School District policies and procedures for serving students with disabilities, including forwarding requests for due process hearings, requests for evaluations, and services to the Macon-Piatt Education Association; and (ii) if the Charter School believes that it is unable to implement a disabled student's Individualized Education Plan the Charter School shall consult with the Macon-Piatt Special Education Association.
- b. Funding. The Board will provide special education services to the Charter School on the same basis it does for District schools. The Charter School will not receive any federal or state funds related to special education, District 61 will retain all special education funding. In the event that the funding model changes from the State or Federal government, the ramifications for the Charter School will be negotiated between the District and the Charter School.

c. Teaching Staff

1. All special education teachers who provide services to Charter School students will remain employees of District 61 and under its direction. On or before August 1 the Charter School and the Board will mutually agree to the amount of time and number of special education teachers required under The School Code to meet the Charter School student's needs. Upon completion of the needs assessment, the Board will assign the required number of teachers. The assignment of staff remains entirely vested with the Board. The Board and the Charter School recognize efforts at the State level to alter the funding of Special Education. If changes are enacted, the parties agree to amend the contract to reflect said changes.

2. The Charter School agrees to require its employees to fully cooperate with the special education staff and supervisors regarding: teaching methods and strategies, accommodation planning and implementation, and to attend all required meetings regarding charter school students.

9. **Renewal of Charter; Failure to Renew.** No later than January 31, 2022 and no earlier than January 1, 2022, the Charter School shall provide a written proposal to the Board in accordance with Section 27A-9 of the Charter Schools Law, setting forth proposed renewal terms for this Agreement. Pursuant to Section 27A-9(b) of the Charter Schools Law, the renewal proposal of the Charter School shall contain the Charter School's most recent student testing data, annual report, and financial statement. Failure to incorporate the most recent student testing data, annual report, and financial statement shall cause the Charter School to not meet the timely requirements of the written proposal to the Board.

The written proposal may contain proposed changes to this Agreement that the Charter School desires to incorporate into the renewed agreement.

Within sixty (60) days of receipt of such notice, the Board shall provide written notice to the Charter School indicating whether, and upon what conditions, it is willing to renew the charter of the Charter School, including any modified terms proposed by the Board. If there is no agreement on the terms of renewal, then the parties shall fulfill their mutual obligations hereunder to the end of the term of this Agreement. The Board may refuse to renew the Agreement upon a finding that any cause for revocation exists under Section 10 hereof, or upon determining that it is not in the best interests of the students in the school district to continue the operation of the Charter School.

10. **Revocation of Charter.** The Board may revoke this Agreement and the charter of the Charter School, in accordance with Section 27A-9 of the Charter Schools Law, if the Board demonstrates the Charter School did any of the following, or otherwise failed to comply with the requirements of the Charter Schools Law:

a. Committed a material violation of any of the conditions, standards, or procedures set forth in this Agreement, including the Accountability Plan; or

- b. Failed to meet or make reasonable progress toward achievement of the content standards or pupil performance standards identified in this Agreement or in the Accountability Plan; or
- c. Failed to meet generally accepted standards of fiscal management; or
- d. Materially violated any provision of law from which the Charter School was not exempted;

In addition, the charter of the Charter School may be revoked in the event that the parties agree to terminate this agreement by mutual consent pursuant to Section 20 of this Agreement.

In the event that the Board proposes to revoke this Agreement and the charter of the Charter School, the Board shall provide the Charter School with written notice setting forth in detail the grounds for such revocation at least 14 days prior to the date the Board takes final action on such revocation. The Charter School may appeal any decision by the Board to deny, revoke, or not to renew its charter, pursuant to Section 27A-9 of the Charter Schools Law.

11. Dispute Resolution. In the event any dispute arises between the School District and the Charter School concerning this Contract, such dispute shall first be submitted to the Superintendent of the School District or his or her designee for review. Thereafter, representatives of the School District and the Charter School shall meet and attempt in good faith to negotiate a resolution of the dispute. In the event these representatives are unable to resolve the dispute the parties agree to submit. The District and Charter School agree first to submit the dispute to non-binding mediation with a mutually agreed upon mediator. The parties shall share any cost associated with the mediation. If the dispute cannot be resolved by mediation, the matter shall be submitted to the Board for its consideration. The decision of the Board shall be final.

12. Indemnification.

a. To the fullest extent permitted by law, the Charter School shall indemnify, defend and hold harmless the Board, any successor entity thereto, and their respective members, agents, officers, employees, agents, and representatives, past and present (collectively, the “Board Indemnities”), from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, demands, suits, liabilities, injuries (personal or bodily), of every kind, nature and character arising or resulting from or occasioned by or in connection with (i) the possession, occupancy or use of the property of the Charter School, by its faculty, students, patrons, employees, guests or agents (ii) any act or omission to act, whether negligent, willful, wrongful or otherwise by the Charter School, its faculty, students, patrons, employees, guests or agents, (iii) a violation of any law, statute, code, ordinance or regulation by the Charter School, its faculty, students, patrons, employees, guests or agents, and/or any breach, defaults, violation or nonperformance by the Charter School of any term, covenant, condition, duty or obligation provided in this Agreement including, but not limited to the Accountability Plan.

b. This indemnification, defense and hold harmless obligation shall survive the termination of this Agreement. The Board shall have the right to participate in the defense of any suit, without relieving the Charter School of any of its obligations hereunder.

c. The Charter School and the Board shall cooperate in the defense of any and all actions brought against the Board in state or federal court or before any state or federal executive agency which, either directly or indirectly, seek to challenge, modify or nullify (i) the policy or policies, purpose, goal, objective(s) or mission of other Charter School, (ii) the charter granted by the Board to the Charter School pursuant to Section 2 of this Agreement (iii) this Agreement, or any provision thereof, for any reason whatsoever including violation of any state or federal law, (iv) the authority of the Board to enter into this Agreement or enforce any provision herein (collectively, the “Challenge Action”). To the extent requested by the Board, Charter School shall assume the defense of that part of any Challenge Action commenced against the Board, and the Board shall have the right to appoint its own defense counsel. The obligations described in this Section 11 shall survive the termination of this Agreement.

d. The obligations of the Charter School under this section relate to its acts or omissions, but not the acts or omissions of the Board.

13. Disclaimer of Liability. The parties expressly acknowledge that the Charter School is not operating as the agent, or under the direction and control, of the Board except as required by law or this Agreement, and that the Board assumes no liability for any loss or injury resulting from:

- a. the acts and omissions of the Charter School, its directors, trustees, agents or employees;
- b. the use and occupancy of the building or buildings, occupied by the Charter School, or any matter in connection with the condition of such building or buildings; or
- c. any debt or contractual obligation incurred by the Charter School. The Charter School acknowledges that it is without authority to, and will not, extend the faith and credit of the Board or the Decatur School District to any third party.

14. Governing Law. This Agreement shall be governed by, subject to and construed under the laws of the State of Illinois without regard to its conflicts of laws provisions, with venue set, for any action upon the Agreement's terms, in the Circuit Court of Macon County.

15. Waiver. No waiver of any breach of this Agreement shall be held as a waiver of any other or subsequent breach.

16. Counterparts. This Agreement may be signed in counterparts, which shall together constitute the original Agreement.

17. Terms and Conditions. The parties hereto expressly agree that this Agreement sets forth the overall goals, standards and general operational policies of the Charter School. To the extent that the Charter School desires to implement specific policies, procedures or other specific terms of operation that supplement or otherwise differ from those set forth in this Agreement, the Charter School shall be permitted to implement such policies, and specific terms of operation upon consent from the Board.

18. Amendments. This Agreement may be amended only by consent of the parties hereto and, in the case of material amendments, only after submission of such amendments to, and approval by, the Illinois State Board of Education in accordance with Section 27A-6(e) of the Charter Schools Law.

19. **Assignment.** This Agreement may not be assigned or delegated by the Charter School under any circumstances, it being expressly understood that the charter granted hereby runs solely and exclusively to the Charter School.

20. **Termination.** This Agreement may be terminated prior to its expiration by (a) the mutual consent of the parties or (b) revocation of the charter of the Charter School pursuant to Section 10 hereof. Termination of this Agreement for any reason shall serve to immediately revoke the charter granted hereby.

21. **Notices.** Any notice, demand or request from one party to the other party shall be deemed to have been sufficiently given or served for all purposes if, and as of the date, it is delivered by hand, overnight courier, facsimile (with confirmation) or within three (3) business days of being sent by registered or certified mail, postage prepaid, to the parties at the following addresses:

If to the Charter School: President
2240 E. Geddes Ave.
Decatur, Illinois 62526

If to the Board: Superintendent
Decatur School District No. 61
101 W. Cerro Gordo Street
Decatur, Illinois 62523

22. **Severability.** In the event that any provision of this Agreement or the application thereof to any person or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall Continue to be valid and may be enforced to the fullest extent permitted by law.

23. **Superseder.** This Agreement supersedes and replaces any and all prior agreements and understandings, written or oral, between the Board and the Charter School.

24. **Delegation.** The parties agree and acknowledge that the functions and powers of the Board may be exercised by the Superintendent of the Decatur School District, provided that any ultimate decision regarding renewal, non-renewal or revocation of this Agreement may be made only by the Board, subject to the Charter School's right of appeal as provided by law."

25. **Incorporation of Exhibits.** All exhibits referenced herein are hereby incorporated into and made a part of this Agreement.

26. **Prior Actions.** It is expressly agreed and understood that as a condition precedent to this Agreement becoming effective on the effective date hereof, the Charter School shall have taken, completed and satisfied on or before the date specified herein any action or obligation which is required to be

completed before such effective date, and that failure to do so shall constitute grounds for the Board to declare this Agreement null and void.

IN WITNESS WHEREOF, the parties have made and entered into this Agreement as of the date first above written.

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

ROBERTSON CHARTER SCHOOL, INC.

By: _____
Dan Oaks
President

By: _____
Glenn Livingston
President

ATTEST:

ATTEST:

By: _____

By: _____

Name: _____

Its: _____

EXHIBIT A
ILLINOIS STATE BOARD OF EDUCATION
LIST OF HEALTH AND SAFETY LAWS
APPLICABLE TO CHARTER SCHOOLS

Pursuant to Section 27A-5(d) of the Charter Schools Law (105 ILCS 5/27A-5) and Section 4(a) (12) of the Charter School Agreement, the Charter School shall comply with all applicable health and safety requirements applicable to public schools under the laws of the State of Illinois, specifically including but not limited to the following:

1. The Following Sections of the Illinois School Code (105 ILCS 5/1-1 et seq.)
 - a. Section 2-3.12 (requires compliance with State Board of Education building, and life and safety codes).
 - b. Sections 10-20.5b (prohibits the use of tobacco on school property).
 - c. Section 10-20.17a (requires in-service training for school personnel who handle hazardous or toxic waste.
 - d. Section 10-21.10 (Prohibits students from having electronic paging devices on school property).
 - e. Section 10-21.11 (requires schools to have policies for handling students with chronic infectious diseases)
 - f. Section 27-8.1 (requires that students have periodic health examinations and immunizations)
 - g. Section 10-22.21b (requires that schools have policies regarding administering medication to students)
2. Illinois Vehicle Code (625 ILCS 5/1-101 et seq.)
3. Eye Protection in School Act (105 ILCS 115/0.01 et seq.)
4. School Safety Drill Act (105 ILCS 128/1 et seq.)
5. Toxic Art Supplies in Schools Act (105 ILCS 135/1 et seq.)
6. Non-Curricular Health and Safety Requirements Applicable to Charter Schools (105 ILCS 5/27a – 5(d))

EXHIBIT B
INSURANCE REQUIREMENTS

1. Worker's Compensation and Employers' Liability Insurance. Workers' Compensation insurance as required by state law. Employers' Liability insurance for employee accidents or diseases. (Employers' Liability Insurance Limits: \$100,000 per employee; Aggregate Limit for disease - \$500,000.)
2. Commercial General Liability Insurance. With a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for personal injury and property damage liability, and premises and operations, including independent contractors, contractual liability, and products/completed operations coverage. The Charter School shall have its general liability insurance endorsed to provide that the Board of Education of the Decatur School District No. 61, a body politic and corporate, and its members, employees, agents, and any other entity as may be designated by the Board are named as "Additional Insured- on a primary basis, without recourse or contribution from the additional insured's.
3. School Board Legal/Professional Liability Insurance. To protect the Charter School and its directors and officers from liability claims arising from wrongful acts, errors or omissions that do not involve bodily injury or property damage. (Limits: \$1,000,000)
4. Commercial Automobile Liability Insurance. For bodily injury or property damage arising from owned, leased, hired or non-owned vehicles used by the Charter School. (Combined Single Limit: \$1,000,000)
5. Property Insurance. To insure the replacement value of school property, including property for which the Charter School is contractually responsible, by lease or other agreement, for loss or insurance from "all risks" of physical loss or damage. Such insurance shall cover boiler and machinery exposures and business interruption/extra expense losses.
6. Umbrella (Excess) Liability Insurance. To provide excess protection over underlying general and professional liability coverages. (Limit: \$2,000,000)

EXHIBIT C

ACCOUNTABILITY PLAN

Section 27A-9 of the Charter Schools Law (105 ILCS 5/27A-9), provides that charter schools shall be held accountable for their performance in each of the following areas, which, under this Agreement, shall be referred to as "Compliance Categories":

1. Pupil Performance;
2. Charter and Legal Compliance;
3. Fiscal Management; and
4. The Board shall hold the Charter School accountable for meeting the performance goals, standards, objectives and assessment requirements set out in this Exhibit C.

The Board and the Charter School have determined that it is in the best interests of the Board, the Charter School, its students, parents and the public, to articulate clear standards for the Charter School and to annually publish the level of achievement of the Charter School with respect to those standards.

1. Accountability Components

The Board and the Charter School hereby agree that the Charter School shall be evaluated annually in accordance with this Agreement and with respect to each of the Compliance Categories.

2. Annual Performance Reports

Annually the Board shall publish a Performance Report indicating the Charter School's performance on each of the Indicators in the three categories provided herein. A Preliminary Performance Report for the preceding school year shall be issued by September 1 of each year based on available information. A final Performance Report for the preceding school year shall be issued by December 1 of each year. The Performance Report will include three categories:

Pupil Performance, Fiscal Management, and Legal and Charter Compliance.

Each category will have multiple Indicators and the charter school's performance on each Indicator will be rated as:

1. Superior - performance exceeds expectations;
2. Satisfactory - performance meets expectations;
3. Unsatisfactory - performance clearly does not meet expectations.

This Accountability Plan establishes the performance levels, listed below, which generate the ratings for each Indicator. However, additional information or extenuating circumstances may lead the Board to rate a category higher or lower than when performance level criteria are strictly applied.

A. Pupil Performance

The intent of the Pupil Performance section is to provide a multi-faceted understanding of student performance at the Charter School upon which the Charter School's academic performance will be evaluated.

The Charter School shall participate fully in any assessment which may be mandated by the State of Illinois.

In addition to standardized tests, the Charter School has the voluntary opportunity to include Unique Standards and Assessments in its Accountability Plan. The Charter School's decision to implement unique standards and assessments shall not affect the Charter School's obligation to comply with the assessments set forth in this section. Only those Unique Standards and Assessments agreed to by the Charter School and the Board by January 15 of each year may be included in the Performance Report.

The Charter School shall provide the Board with all information required to be reported on the State Report Card.

In general and when appropriate, when determining a classification, consideration shall be given to the relative performance of the charter school in comparison to other Decatur public schools. Growth on the assessment tool mandated by the State of Illinois at the time shall be measured based on students who have been in attendance at the charter school before May 1 of the preceding school year. Unless otherwise indicated as a "multi-year trend," each of the following Indicators are single year results from the immediately prior school year. In conformance with Section 7 of the Agreement, the following Indicators are subject to change in the event Illinois testing standards and requirements are amended to mandate higher standards or requirements.

Robertson Charter School has participated fully in Illinois Standard Achievement Test (ISAT) and met AYP 3 of the final four years of the assessment. Illinois has adopted a new test, Partnership for Assessment of Readiness for College and Careers (PARCC), now only in its second year of operation. For this particular contract, a comparative approach to District #61 schools seems to be the most appropriate performance model at this time.

<u>Indicator</u>	<u>Superior</u>	<u>Satisfactory</u>	<u>Unsatisfactory</u>
<u>Reading (PARCC):</u> Comparative data with District schools	Top 33%	Middle 33%	Bottom 33%
<u>Mathematics(PARCC):</u> Comparative data with District schools	Top 33%	Middle 33%	Bottom 33%
<u>Reading (PARCC):</u> Multi-year trend	Up	Flat	Down
<u>Mathematics(PARCC):</u> Multi-year trend	Up	Flat	Down
<u>Indicator: Unique Standards and assessment:</u> Percent of students who meet standard at level to be determined by the Charter School and Board	To be determined for each Indicator	To be determined for each Indicator	To be determined for each Indicator

B. Fiscal Management

The parties acknowledge that the Illinois Charter Schools Law requires a charter school to meet generally accepted standards of fiscal management. The following fiscal management Indicators will be included in each performance Report.

Indicator	Superior	Satisfactory	Unsatisfactory
Balanced Budget: 1) Prior-year balanced budget successfully implemented, 2) Realistic current-year balanced budget plan	Both elements Present	Current-year budget balanced. Prior-year budget not balanced.	Current-year and Prior-year budget not balanced.

Financial Audit Findings	No findings	Any Minor finding(s)	Any repeated finding; any Major finding
Financial Obligations: pension payments, payroll taxes, insurance coverage, loan payments and terms	All in good standing	Non-payment with realistic plan to make payment; non-compliance with loan terms.	Non-payment without realistic plan to make payment: non-compliance with loan terms.

The Charter School shall provide the Director of Business Affairs with a copy of its annual budget for each fiscal year by July 1 of each fiscal year. The Board shall use said budget, along with any other relevant information, to determine if the Charter School has a realistic current year balanced budget plan. The Board shall use the financial statements presented in the Charter School's annual financial audit, the insurance information required under Section 6 of the Charter School Agreement, along with any other relevant information, to determine if the Charter School maintained a balanced budget during the prior year.

The Charter School shall cause each of the components of the Financial Obligations Indicator to be tested as part of its annual financial audit.

An audit finding shall be considered Minor unless the Board determines a finding is Major. A finding will be considered Major if it indicates a deliberate act of wrongdoing, reckless conduct or causes a loss of confidence in the abilities or integrity of the school or seriously jeopardizes the continued operation of the school. Classification of a finding as Major shall be the sole discretion of the Board.

C. Legal and Charter Compliance

Each annual Performance Report shall specifically rate the school's performance in relation to the Compliance requirements listed below as "High," "Middle," or "Low." The Performance Report is not limited to these Indicators and the Board may consider other Indicators, as warranted. The Charter School shall cause the Indicators be tested annually as part of the Charter School's audit in conformance with the Audit Programs produced and distributed by the Board:

1. Open Meetings Act (5 ILCS 120/1.01 et seq.),
2. Criminal background investigations (105 ILCS 5/10-21.9),
3. Illinois School Student Records Act (105 ILCS 10/1),
4. Administration of Medication (105 ILCS 5/10-22.21b),
5. Hazardous materials training (105 ILCS 5/10-20.17a),
6. School Safety Drill Act (105 ILCS 128/1 et seq.),
7. Abused and Neglected Child Reporting Act (325 ILCS 5/1 et seq.),
8. Eye Protection Act (105 ILCS 115/0.01),
9. Toxic Art Supplies in Schools Act (105 ILCS 135/1 et seq.),
10. Infectious Disease Policies and Rules (105 ILCS 5/10-21.11),
11. Conformance of the school's governance structure pursuant to Section 3(i) of this Agreement,
12. Ongoing presence of management and financial controls required by Section 5l of this Agreement,
13. Administration of an open enrollment process and lottery pursuant to Section 3(c) of this Agreement, and
14. Maintenance of Corporate Status and Good Standing pursuant to Section 4(c) of this Agreement.

In each case, "Superior" shall be complete compliance with the law and the Charter School Agreement, "Satisfactory" shall be a Minor violation of the law or the Accountability Plan, and "Unsatisfactory" shall be a Major violation of the law or the Accountability Plan.

When determining how to classify a Compliance Indicator, the Board may consider information from various sources, including, but not limited to, audits, site visits, and information provided by parents or employees. A violation will be considered Major if it indicates a deliberate act of wrongdoing, reckless conduct or causes a loss of confidence in the abilities or integrity of the school or seriously jeopardizes the continued operation of the school. Classification of a finding as material shall be the sole discretion of the Board.

3. Charter School Participation in the Accountability Process

The Charter School shall take all necessary actions to collect and report the information required by this Accountability Plan, including, without limitation:

1. Full participation in the administration of the Illinois Goals Assessment Program and Illinois Standard Achievement Test, including all Board procedures designed to safeguard the integrity of the assessments
2. Participation in bi-annual site visits conducted by the Board to ascertain that sufficient, minimum educational and operational practices are in place;
3. An annual financial and compliance audit, as required by law and by the Agreement and/or Accountability Plan;
4. Providing students, school and employee information required by the Agreement and/or Accountability Plan;
5. Providing information necessary to evaluate parent, student employee or public allegations or audit findings that, if true, would constitute a violation of the law or Agreement.
6. Provision of additional information or cooperation in other actions not listed in these sections necessary to evaluate the Charter School's performance with respect to the Compliance Categories.

4. Non-Renewal and Revocation

The Board shall hold the Charter School accountable in these Compliance Categories through the indicators contained in the annual Performance Reports. The Board shall give fair consideration to all Indicators when acting to renew, not renew, or revoke the Charter School's charter.

The Board may act to revoke a charter during the term of the Charter School Agreement if the Board clearly demonstrates that the Charter School:

1. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter,
2. Failed to meet or make reasonable progress toward achievement of the content standards or pupil performance standards identified in the charter, including the standards in this Accountability Plan,
3. Failed to meet generally accepted standards of fiscal management, including those set forth in the Charter School Agreement and this Accountability Plan, or
4. Materially violated any provision of law from which the Charter School was not exempted

The Board may act to revoke a charter at any time, including prior to the issuance of the final or preliminary draft of the annual Performance Report, only if a charter school's performance is Low for at least one Indicator. However, the decision to act to revoke a charter shall be at the discretion of the Board and shall not be automatic if one or more than one Indicator is Low.

The Board may act to not renew a charter if the Board, through the charter School's Performance Report clearly demonstrates that the Charter School:

1. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter,
2. Failed to meet or make reasonable progress toward achievement of the content standards or pupil performance standards identified in the charter, including the standards in this Accountability Plan,
3. Failed to meet generally accepted standards of fiscal management, including those set forth in the Charter School Agreement and this Accountability Plan, or
4. Materially violated any provision of law from which the Charter School was not exempted

The Board shall not act to renew or to not renew a charter until the issuance of the final annual Performance Report after the fourth year of operation of the Charter School. The Board shall not act to not renew the charter if the Performance Report contains no serious Unsatisfactory Indicators.

In all circumstances, the Board shall follow the requirements of the Illinois Charter Schools Law and its Charter School Agreements, including all due process requirements, regarding the processes required for revocation, renewal, and non-renewal.

APPENDIX

ROBERTSON CHARTER SCHOOL AND DECATUR PUBLIC SCHOOLS **DOCUMENT TIMELINE AND CHECKLIST**

- _____ June 1 to July 1 each year – Robertson is to provide evidence that all health and safety approvals for the school building to: the Director of Business Affairs
- _____ July 1 each year – Robertson to submit current school year’s official calendar to: the Director of Business Affairs
- _____ July 1 each year – Robertson’s annual budget is to be submitted to: Director of Business Affairs
- _____ July 1 each year – Robertson is to submit a Certificate of Insurance to: Director of Business Affairs, DPS #61, which specifies types and amounts.
- _____ July 30 each year – Robertson is to submit a financial statement for the 4th Quarter of the previous year to: Director of Business Affairs, DPS #61.
- _____ July 15 each year– DPS #61 is to issue Robertson’s 1st Quarter payment
- _____ July 31 each year – Robertson is to return any unspent categorical funding to DPS #61.
- _____ September 1 each year – Robertson is to provide a list of employee names, which must include the following information: full name, job position, Social Security Numbers, date of criminal background investigation with the results. If the position is instructional, evidence of certification/qualification must be submitted. If that information is not available, evidence of mentoring, training & staff development may be submitted. If an employee is hired after September 1, Robertson is to submit the information listed above within 30 days of the hire date to: Director of Business Affairs, DPS#61
- _____ September 10 each year – Robertson is to submit August enrollment and attendance to: the Director of Business Affairs, DPS#61
- _____ October 1 each year – Robertson is to provide 15 copies of their annual audit to: Director of Business Affairs, DPS #61.
- _____ October 10 each year – Robertson is to submit September enrollment and attendance to: the Director of Business Affairs, DPS#61
- _____ October 30 each year -- Robertson is to submit a financial statement for the 1st Quarter of the current year to: Director of Business Affairs, DPS #61.
- _____ October 15 each year – DPS #61 is to issue Robertson’s 2nd Quarter payment.
- _____ November 1 each year – Robertson’s annual report will be presented at the 2nd DPS #61

Board of Education Meeting of November each year

- _____ November 10 each year – Robertson is to submit October enrollment and attendance to: the Director of Business Affairs, DPS#61
- _____ December 10 each year – Robertson is to submit November enrollment and attendance to: the Director of Business Affairs, DPS#61
- _____ January 10 each year – Robertson is to submit December enrollment and attendance to: the Director of Business Affairs, DPS#61
- _____ January 30 each year – Robertson is to submit a financial statement for the 1st Quarter of the current year to: Director of Business Affairs, DPS #61.
- _____ January 15 each year – DPS #61 is to issue Robertson’s 3rd Quarter payment.
- _____ January 15 contingent each year – If Robertson chooses to implement unique standards and assessments, said decision shall not affect the Charter School’s obligation to comply with the PARCC assessments set forth in this section. Only those Unique Standards and Assessments agreed to by the Charter School and the Board by January 15 of each year may be included in the Performance Report.
- _____ February 10 each year – Robertson is to submit January enrollment and attendance to: the Director of Business Affairs, DPS#61
- _____ March 10 each year – Robertson is to submit February enrollment and attendance to: the Director of Business Affairs, DPS#61
- _____ April 10 each year – Robertson is to submit March enrollment and attendance to: the Director of Business Affairs, DPS#61
- _____ April 30 each year – Robertson is to submit a financial statement for the 3rd Quarter of the current year to: Director of Business Affairs, DPS #61.
- _____ April 15 each year – DPS #61 is to issue Robertson’s 4th Quarter payment.
- _____ May 10 each year – Robertson is to submit April enrollment and attendance to: the Director of Business Affairs, DPS#61
- _____ June 10 each year – Robertson is to submit May enrollment and attendance to: the Director of Business Affairs, DPS#61
- _____ June 30 each year – An evaluation of the Compliance Categories is to be completed by the District Leadership Team

OTHER DEADLINES

- _____ Expulsions – Robertson is to report to Decatur Public School District #61 within five (5) days of an expulsion to: Director of Business Affairs, DPS #61.
- _____ Five (5) Year Contract Renewal – No earlier than January 1 and no later than January 31 of the year that the contract expires, Robertson is to submit a written proposal to: Superintendent of Decatur Public School District #61. DPS #61 is to notify Robertson of findings of their review of the renewal within 60 days of receipt of it.

Robertson Charter School

Accountability Plan

Evaluation

DECATUR PUBLIC SCHOOLS #61
EXHIBIT C—ROBERTSON EVALUATION COMPLIANCE CATEGORIES
 2.A. Pupil Performance Rubric

Indicator:	<u>Superior</u>	<u>Satisfactory</u>	<u>Unsatisfactory</u>
<u>Reading (PARCC):</u> Comparative data with District schools	Top 33%	Middle 33%	Bottom 33%
<u>Mathematics(PARCC):</u> Comparative data with District schools	Top 33%	Middle 33%	Bottom 33%
<u>Reading (PARCC):</u> Multi-year trend	Up	Flat	Down
<u>Mathematics(PARCC):</u> Multi-year trend	Up	Flat	Down
<u>Indicator: Unique Standards and assessment:</u> Percent of students who meet standard at level to be determined by the Charter School and Board	To be determined for each Indicator	To be determined for each Indicator	To be determined for each Indicator

2.A. Pupil Performance Evaluation Form

Indicator:	<u>Superior</u>	<u>Satisfactory</u>	<u>Unsatisfactory</u>
<u>Reading (PARCC):</u> Comparative data with District schools			
<u>Mathematics(PARCC):</u> Comparative data with District schools			
<u>Reading (PARCC):</u> Multi-year trend			
<u>Mathematics(PARCC):</u> Multi-year trend			
<u>Indicator: Unique Standards and assessment:</u> Percent of students who meet standard at level to be determined by the Charter School and Board			

Board of Education Evaluator of 2.A . _____ Date _____

2.B--ROBERTSON FISCAL MANAGEMENT INDICATOR EVALUATION
Financial Indicator Evaluation Form

Indicator	Superior	Satisfactory	Unsatisfactory
Balanced Budget: 1) Prior-year balanced budget successfully implemented 2) Realistic current-year balanced budget plan			
Financial Audit Findings			
Financial Obligations: pension payments, payroll taxes, insurance coverage, loan payments and terms			

Board of Education Evaluator of 2.B. _____ Date_____

C. LEGAL AND CHARTER COMPLIANCE
Legal and Charter Compliance Self-Evaluation Form

“Superior” shall be complete compliance with the law and the Charter School Agreement, “Satisfactory” shall be a Minor violation, and “Unsatisfactory” shall be a Major violation of the Accountability Plan. The table below is a self-evaluation to aid the Board of Education in evaluation of legal compliance.

<i>Indicator</i>	<i>Superior</i>	<i>Satisfactory</i>	<i>Unsatisfactory</i>
Open Meetings Act			
Criminal background investigations			
Illinois School Records Act			
Administration of Medications			
Hazardous materials training			
School Safety Drill Act			
Abused and Neglected Child Reporting Act			
Eye Protection Act			
Toxic Art Supplies in Schools			
Non-Curricular Health and Safety Requirements Applicable to Charter Schools			

Infectious Disease policies and Rules			
Conformance of the school's governance structure			
Ongoing presence of management and financial controls			
Administration of an open enrollment process and lottery			
Maintenance of Corporate Status and Good Standing			

I certify that that the Robertson board, administration, faculty and staff have followed the laws in the manner indicated in the table above.

Robertson Charter School

Date

Legal and Charter Compliance Evaluation Form

“Superior” shall be complete compliance with the law and the Charter School Agreement, “Satisfactory” shall be a Minor violation, and “Unsatisfactory” shall be a Major violation of the Accountability Plan. The table below is a self evaluation to aid the Board of Education in evaluation of legal compliance.

<i>Indicator</i>	<i>Superior</i>	<i>Satisfactory</i>	<i>Unsatisfactory</i>
Open Meetings Act			
Criminal background investigations			
Illinois School Records Act			
Administration of Medications			
Hazardous materials training			
School Safety Drill Act			
Abused and Neglected Child Reporting Act			
Eye Protection Act			
Toxic Art Supplies in Schools			
Non-Curricular Health and Safety Requirements Applicable to Charter Schools			
Infectious Disease policies and Rules			

Conformance of the school's governance structure			
Ongoing presence of management and financial controls			
Administration of an open enrollment process and lottery			
Maintenance of Corporate Status and Good Standing			

Board of Education Evaluator of C. _____ Date_____

3. Charter School Participation in the Accountability Process

Participation in the Accountability Process Evaluation Form

The Charter School shall take all necessary actions to collect and report the information required by the Accountability Plan, including, without limitation:

1. Full participation in the administration of the Illinois Goals Assessment Program, Partnership for Assessment of Readiness for College and Careers (PARCC), and any future test assigned by the state of Illinois and any future test assigned by the state of Illinois, including all Board procedures designed to safeguard the integrity of the assessment.

2. Participation in bi-annual site visits conducted by the Board to ascertain that sufficient minimum educational and operation practices are in place.

3. An annual financial and compliance audit, as required by law and by the Agreement and/or Accountability Plan.

4. Providing students, school and employee information required by the Agreement and/or Accountability Plan.

5. Providing information necessary to evaluate parent, student, employee or public allegations or audit finding that, if true would constitute a violation of the law or Agreement.

6. Provision of additional information or cooperation in other actions not listed in these sections necessary to evaluate the Charter School's performance with respect to the Compliance Categories.

Board of Education Evaluator of 3. _____ Date_____

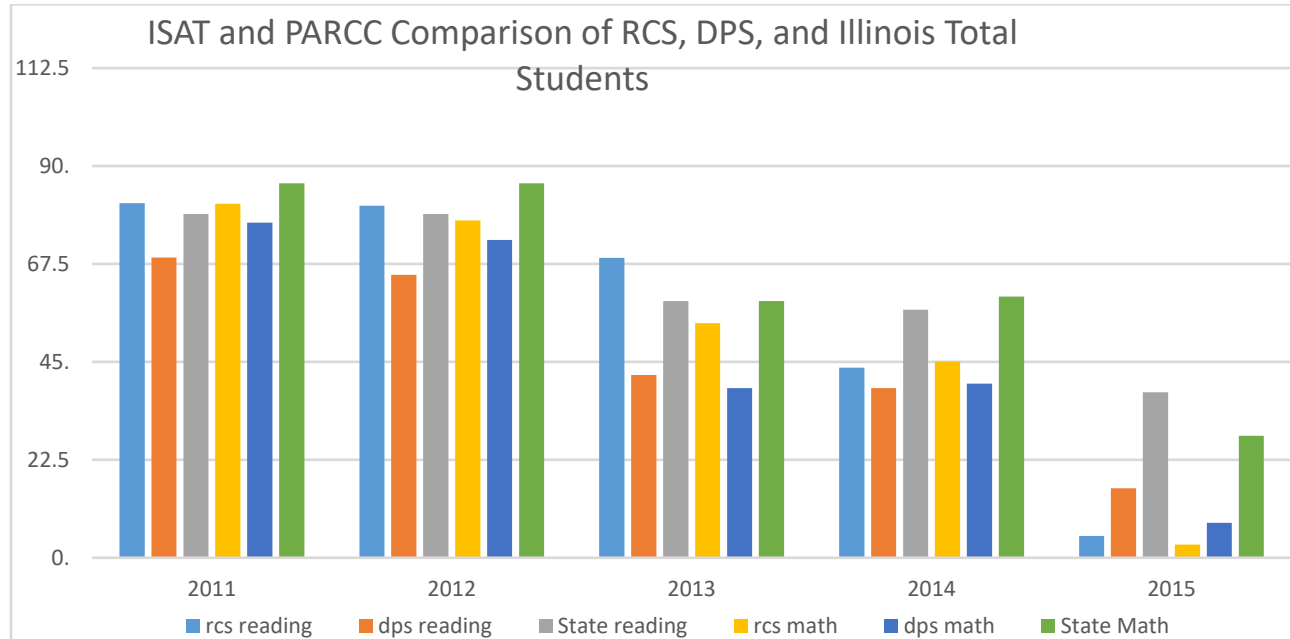
EXHIBIT C 3.2 ANNUAL PERFORMANCE REPORTS
October - Summary of Robertson Charter School Walk Through

Board of Education Evaluator of Exhibit C 3.2 _____ Date_____

April - Summary of Robertson Charter School Walk Through

Board of Education Evaluator of Exhibit C 3.2 _____ Date_____

EXHIBIT D – PUPIL PERFORMANCE

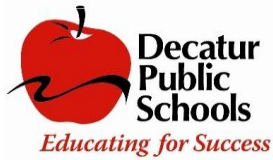


The above data was taken from the Illinois State report cards through ISBE and compares Robertson Charter School to Decatur District #61 and the State of Illinois. Robertson outperformed the District 4 of the 5 years and outperformed the State in reading 3 of the 5 years. This data includes students from all demographics.

EXHIBIT E – FINANCIAL STATEMENTS

ROBERTSON CHARTER SCHOOL	
Income Statement	
July 2015 - March 2016	
	Total
Income	
Decatur School District	2,398,783.06
Other Restricted Income	106,818.17
Other Unrestricted Income	46,291.82
Total Income	\$ 2,551,893.05
Gross Profit	\$ 2,551,893.05
Expenses	
Advertising Expense	4,401.60
Background Checks	592.25
Bank Fees/Finance Charges	1,809.32
Books	18,012.59
Breakfast & Lunch Expense	79,841.93
Classroom Supplies	5,094.58
Cleaning Expenses & Supplies	13,614.16
Copier & Water Disp Rental	9,247.86
Depreciation Expense	124,574.17
Dues/Subscription	7,722.82
Educational Expense	90,948.20
Equipment	22,575.45
Furniture	2,637.19
General Insurance	68,089.48
Gifts	16,063.78
Interest Expense	34,214.64
Internet Service	3,758.14
Lawn care	9,383.00
Marketing & Promotions	12,945.01
Miscellaneous Expense	9,164.86
Mortgage Interest	4,820.98
Office Supplies & Exp.	24,982.69
Payroll Expenses	1,507,534.50
Postage & Shipping	2,851.26
Professional Fees	49,654.87
Repairs & Maintenance	68,317.67
Security Expense	12,997.67
Snow Removal	909.00
Staff Development & Training	51,406.41
Student Council Expense	15,389.00
Taxes - Real Estate	300.00
Telephone Expense	12,206.28
Travel	2,998.66
Utilities	50,429.95
Vehicle Expense	71,630.15
Total Expenses	\$ 2,411,120.12
Net Operating Income	\$ 140,772.93

ROBERTSON CHARTER SCHOOL	
Balance Sheet	
As of March 31, 2016	
	Total
ASSETS	
Current Assets	
Bank Accounts	
1200-FNB-OPERATING	229,224.86
1201-FNB-RESTRICTED	213,845.34
1202-FNB-EXPENSE	0.00
1203-FNB-PAYROLL	0.00
1204-LOL Materials Fee Checking	1,492.46
1205-LOL Materials Fee Savings	25.30
1310-HPB	0.00
Hickory Point Bank - Money Mark	785,899.91
Total Bank Accounts	\$ 1,230,487.87
Accounts Receivable	
1400-Accounts Receivable	35,412.44
1460-Notes Receivable -Cornerstone Life Church	142,380.45
Total Accounts Receivable	\$ 177,792.89
Other current assets	
1500 PREPAID INSURANCE	14,139.72
1501-Prepaid Expense	0.00
1900-Other Current Assets	0.00
1902 Pledges Receivable	0.00
1910 Accounts Receivable	0.00
1911 Grants Receivable	0.00
9002 Pledges Receivable	0.00
Inventory Asset	0.00
Loans to Staff	0.00
Undeposited Funds	0.00
Total Other current assets	\$ 14,139.72
Total Current Assets	\$ 1,422,420.48
Fixed Assets	
1810 BUILDING & LAND	96,469.86
1811 Bldg. & Land Improve.	2,824,248.84
1812 Office Equipment	369,191.34
1813 Furniture	227,286.42
1814 Transportation Equipment	293,676.48
1815 School Equipment	14,201.33
1850-Accumulated depreciation	(1,408,704.98)
Total Fixed Assets	\$ 2,416,369.29
Other Assets	
Assets Held for Sale	0.00
Total Other Assets	\$ -
TOTAL ASSETS	\$ 3,838,789.77
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000-Accounts Payable	7,228.46
Total Accounts Payable	\$ 7,228.46
Other Current Liabilities	
2001 Accounts Payable	0.00
2002 Accrued wages and Benefits	0.00
2003 Defferred Revenue	0.00
2100-Notes Payable-Short-Term	0.00
2200-Payroll Taxes Payable	28.94
Payroll Liabilities	0.00
Total Other Current Liabilities	\$ 28.94
Total Current Liabilities	\$ 7,257.40
Long-Term Liabilities	
2300 - Long Term Notes Payable	0.00
2800-Mortgage Payable	1,314,470.41
2820 Line of Credit	0.00
Total Long-Term Liabilities	\$ 1,314,470.41
Total Liabilities	\$ 1,321,727.81
Equity	
3060 INVESTMENT IN FIXED ASSETS	27,378.04
Retained Earnings	2,371,108.70
Net Income	118,575.22
Total Equity	\$ 2,517,061.96
TOTAL LIABILITIES AND EQUITY	\$ 3,838,789.77



Board of Education Decatur Public School District #61

Date: May 25, 2021	Subject: Illuminate Education owner of Fast-Bridge PreK-8 Universal Screener Subscription Renewal
Initiated By: Jeff Dase, Assistant Superintendent of Teaching and Learning	Attachments: Illuminate Education Invoice – Q-123323
Reviewed By: Dr. Paul Fregeau, Superintendent	

CURRENT CONSIDERATIONS:

In the Spring 2018, the BOE adopted Fastbridge as our PreK-8 universal screener for English Language Arts, Mathematics, and Social, Academic, and Emotional Behaviors. It is time to renew our subscription for the 2021-2022 school year. FastBridge is owned by Illuminate Education.

Illuminate Education provides our annual progress monitoring subscription license to assess our students performance at least 3 times per school year. The subscription includes professional services support.

FINANCIAL CONSIDERATIONS:

The quote is for the amount of \$49,691.50 and will be funded from the existing Title I funding.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Illuminate Education owner of FastBridge PreK-8 Universal Screener Subscription Renewal in the amount of \$49,691.50 as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____



Client Order

Q-123323

6531 Irvine Center Drive Suite 100
Irvine, California 92618
(949) 656-3133
<https://www.illuminateeducation.com/>

Prepared Date: 5/19/2021
Valid Through: 6/30/2021

Prepared By: Jay Anderson

Start Date: 7/1/2021
End Date: 6/30/2022
Quote Term: 12

Customer: Decatur School District 61
Address: 101 West Cerro Gordo
Decatur, Illinois 62523

Contact: Jeff Dase
Phone: 217-521-6591

Year 1

Dates: 7/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
6,854	FastBridge Subscription - Renewal	FastBridge Assessment System Annual Subscription	\$7.25	\$49,691.50
Year 1 Subtotal:				\$49,691.50
Year 1 Grand Total:				\$49,691.50

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@IlluminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618



Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement ("Agreement") is hereby entered into as of the earlier of the date of the last signature hereto or receipt of purchase order and/or enforcement of any and all product and/or service orders (the "Effective Date") between the purchasing agency ("Client") and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively "Illuminate") (Client and Illuminate are referenced herein as each a "Party" and collectively the "Parties").

Definitions.

(a). **"Client Order"** means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Products, current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement.

(b). **"Client Personnel"** means Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein.

(c). **"Documentation"** means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(d). **"Embedded Applications"** means software licensed to Illuminate by third parties that is provided to Client as part of the Licensed Products or Services.

(e). **"Licensed Products"** means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(f). **"Professional Service(s)"** means any consulting, training, implementation, or technical services provided by Illuminate to Client under the Client Order.

(g). **"Services"** means the service(s) described in the applicable Client Order attached hereto or an executed statement of work ("SOW"), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(h). **"Software"** means the Illuminate software programs described in the applicable Client Order.

(i). **"Subscription Period"** means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 15 (**"Termination"**).

(j). **"Third Party Software"** means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may

be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Products and/or Services by: (i) providing a purchase order that displays the unique identifier contained within the Client Order attached hereto or another Client Order, or in Illuminate's discretion sufficiently references said Client Order; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Products and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms included in the Client's purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Unless the Parties specify otherwise in writing, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Products and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement, Illuminate will provide the Licensed Products and/or Services described in the applicable Client Order. Unless expressly designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs and shall be governed by this Agreement.

2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate's Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Subscription Period, to access the Licensed Products and/or Services through the User IDs and to operate the features of the Licensed Products and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Products and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client's system administrator access to Client's designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and staff member for access to and to utilize the Licensed Products and/or

Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and staff User IDs and passwords that Client may issue. Each User ID may be used to access the Services during only one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Products and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Products and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client acknowledges that the Licensed Products, including all derivative works thereof and source code and libraries thereto, are and shall remain the sole and exclusive property of Illuminate, except for license rights that Illuminate has to said Licensed Products. Client will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Products and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Products and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Products and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Products and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Products and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Products, and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Products, and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; is in violation of the

CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (E) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (F) violates any privacy, intellectual property or proprietary right of another; (G) is pornographic or sexual in nature; expressly targets children under the age of 13; or (H) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Products and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Products and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose, provided that such Client Data will be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). All such aggregated data shall be the property of Illuminate. Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Products and/or Services the Client Data, including any personally identifiable information or other sensitive information of any of the students and or other persons included therein.

5. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems

and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Products and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

6. Professional Services. In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period and shall not entitle Client to any refund or credit.

(b). **Third Party Integration.** Illuminate, in its sole discretion, will assist Client with integration of Licensed Products with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

7. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Products and/or Services may be inaccessible or inoperable

from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Products and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Products and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Products and/or Services; or (ii) use or distribute through the Licensed Products and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Products and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Products and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Products and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Products and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Products and/or Services. Illuminate's security policies and incident response plans are confidential and proprietary and will not be disclosed to Client or any third party.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment. Client is further solely responsible for ensuring that Client's hosted environment (including, by way of example, email servers) accepts encrypted transmissions.

8. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance. For multi-year Client Orders, Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Products and/or Services are collectively "**Fees**". No refund or credit shall be due to Customer in the event that a Licensed Product or Service is not utilized.

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Products and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment occurs, then Client shall remit payment for additional student access to Licensed

Products and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Products and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Products and/or Services and Client terminates any Licensed Products and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Products and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Products and/or Services that will govern this Agreement to remain compliant with applicable laws and industry standards.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("**Notices**") and Section 15 ("**Termination**").

(e). **Certain Taxes.** Fees quoted do not include tax, and Client shall pay all applicable taxes. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

9. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "**Recipient**" and the Party disclosing such information shall be the "**Discloser**" and "**Confidential Information**" means all information disclosed by Discloser to Recipient during the course of their business dealings regardless of whether it is marked as "confidential" or "proprietary". Without limiting the foregoing, Client hereby acknowledges that the Licensed Products contain proprietary information, including trade secrets and along with the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client.

(b). **Covenant.** To the extent permitted by law, Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or

is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only FAST and PALS Clients).** Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share de-identified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (***FAST product customers only***) and/or University of Virginia (***PALS product customers only***) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

10. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use

the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws; provided however, Illuminate will bear no responsibility for non-compliance that arises, in whole or in part, from any acts or omissions of Client. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

11. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

12. Indemnification.

(a). Client will defend, indemnify and hold Illuminate, its Affiliates, agents and content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Illuminate that arise from or relate to: (i) any violation by Client and/or its authorized users of the Agreement; (ii) any unauthorized download, modification or usage of Illuminate Materials; (iii) any breach of Client's obligations or warranties under the Agreement; or (vi) the negligence or intentional misconduct of Client, its employees or contractors, agents or the authorized users.

(b). Subject to Section 11 (Limitation of Liabilities), Illuminate will defend, indemnify and hold Client, its officers, directors, employees and

agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Client that solely arise from or solely relate to: (i) a material breach by Illuminate of its obligations or warranties (subject to the disclaimer provided for in Section 10) under the Agreement, or (ii) the negligence or intentional misconduct of Illuminate or any of its employees, contractors and agents.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically as follows: (i) In the case of Illuminate, notices shall be sent to the attention of: Illuminate Legal Department at the address listed as Illuminate's principal place of business herein and or to Legal@illuminateed.net, and (ii) In the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software, or at the address listed on the Client Order. Each Party may change its address for receipt of notice by giving notice of such change to the other Party. Notwithstanding the foregoing notice procedures, the Parties acknowledge that notices regarding the ordinary usage of the Licensed Products and Services may be sent through the usual and customary means that the parties establish for such communications, including electronic communications.

14. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be mutually renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; unless specified otherwise in the attached or a subsequent Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Term expires or the Agreement as a whole is terminated under Section 15 ("Termination").

15. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 9. Client further acknowledges that, as breach of the provisions of Section 9 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Termination for Convenience.** For multi-year Client Orders, Client may terminate this Agreement for convenience as of the day before the earlier of the Client's next immediate academic year or next immediate fiscal year ("Term End"); but only if Client notified Illuminated in writing of its desire to so terminate more than sixty (60) days prior to the Term End. If notice is not timely, Client shall not be entitled to any refund, credit or offset for any amounts paid or owed for the period after the Term End.

(c). **Termination or Suspension for Failure to Make Timely Payment.** Illuminate may, at its option, immediately terminate, or suspend its performance of, the Agreement with Client any time Client

is more than ninety (90) days in arrears on its payment obligations to Illuminate. In the event of termination or suspension by Illuminate under this section, Customer's access to the Licensed Products (including all Authorized Users whose right of access to the Licensed Products is derived from Illuminate's contractual relationship with Client) shall be discontinued without further notice. In the event of a suspension of access to the Licensed Products, access may, at the sole discretion of Illuminate, be restored when Client's payment obligations are brought current and Illuminate has received adequate assurances that Client's payment obligations to Illuminate shall remain current for the remainder of the term of the Agreement.

(d). **Termination Due to Non-Appropriation or Change in Funding.** Client may terminate this Agreement due to the non-appropriation of funds by providing at least thirty (30) days written notice prior to the Effective Date anniversary. Client will provide Illuminate documentation evidencing the non-appropriation of funds upon request. Illuminate may terminate the Agreement at the close of the then academic year, if the payments to which Illuminate is entitled under a Client Order or SOW are materially reduced as a result of a change in funding provided to the Client or applicable laws or regulations that impose requirements that are materially different from those previously provided under the Client Order or SOW, and Illuminate is unwilling or unable to make the required changes.

(e). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) Illuminate will work with Client regarding the disposition of Client Data, and within thirty (30) days after the effective date of termination, Client shall return or destroy, at Illuminate's sole discretion, all Confidential Information of Illuminate, as set forth in Section 9 ("**Confidential Information**"); (iii) Client shall not utilize or provide access to assessments created during the Term; and (iv) Client is responsible for transferring any data to its own or a third party's hosted environment. The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 9 ("**Confidential Information**"), Section 10 ("**Disclaimers**"), Section 11 ("**Limitation of Liabilities**"), Section 15(e) ("**Survival**"), and Section 16 ("**General Provisions**"). Prior to termination and during the Term, Client shall have the ability to access and download its data at Client's convenience. Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

16. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** If the Client is a governmental entity of one of the United States, this Agreement and any action related thereto shall be governed by and construed in accordance with the laws of that State, without regard to conflicts of law principles, and if not, then by and with the laws of the State of California, without regard to conflicts of law principles. In the latter case the Parties agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement, and further irrevocably consent to exclusive personal jurisdiction and

venue of state and federal courts located therein. In either case the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Illuminate); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of ninety (90) calendar days, Client or Illuminate may elect to terminate the Agreement upon notice to the other Party.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

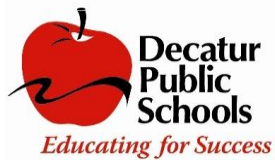
(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **No Third-Party Rights.** This Agreement is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

(k). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(l). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy,

the attached Client Order, subsequent Client Order(s) (if applicable), Illuminate's SOWs (if applicable), and Client's purchase order (excluding any terms or conditions therein that conflict with a Client Order, SOW or this Agreement) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. Any terms or conditions in Client's purchase order, data agreement or other document do not form a part of this Agreement and are not binding on Illuminate, unless expressly agreed in a writing signed by both Parties. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.



Board of Education Decatur Public School District #61

Date: May 25, 2021	Subject: Skyward Software Service One (1) Year Agreement
Initiated By: Dr. Jay Marino, Director of Research, Data & Accountability	Attachments: Skyward Software Service One (1) Year Agreement Invoice
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The original contract with Skyward Student Information System was approved on March 27, 2018. Decatur Public Schools started using Skyward in July 2018.

CURRENT CONSIDERATIONS:

Decatur Public Schools and Skyward completed a Negotiated Skyward Software Extension Service Agreement for one (1) year - FY22.

FINANCIAL CONSIDERATIONS:

The total of this one (1) year agreement for FY22 is \$89,668.89. The funding will come from the Research Department FY22 Budget.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Skyward Software Licenses Extension Service Agreement for one (1) year - FY22 in the amount of \$89,668.89 as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

**Invoice Detail**

DECATUR PUBLIC SCHOOL DIST. 61
ATTN: ACCOUNTS PAYABLE
101 WEST CERRO GORDO
DECATUR, IL 62523

Invoice #	0000211325
Invoice Date	07/01/2021
Due Date	07/15/2021
Invoice Total	89,668.89

* Invoice was emailed.

<u>Qty.</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Extension</u>
8817.00	STUDENT MANAGEMENT CORE (SAAS) - SOFTWARE LICENSE	4.5700	40,293.69
8817.00	SUPPORT FEE - STUDENT MANAGEMENT SUITE	2.2800	20,102.76
8817.00	NEW STUDENT ONLINE ENROLLMENT (SAAS) - SOFTWARE LICENSE	1.1400	10,051.38
8817.00	FEE TRACKING (SAAS) - SOFTWARE LICENSE	0.8600	7,582.62
8817.00	SCHOOL INTEROPERABILITY FRAMEWORK (SAAS) - SOFTWARE LICENSE	0.5700	5,025.69
8817.00	STUDENT PROFESSIONAL DEVELOPMENT CENTER - LICENSE	0.4600	4,055.82
8817.00	LMS/ONE ROSTER API (SAAS) - SOFTWARE LICENSE	0.2900	2,556.93

Software Licenses: 07/01/2021 - 06/30/2022

Quantity represents student count; unless minimum rate applies.

Total Extension **89,668.89**

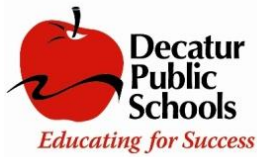
REMIT TO:

SKYWARD ACCOUNTING DEPT
2601 SKYWARD DRIVE
STEVENS POINT, WI 54482

Invoice #	0000211325
Invoice Date	07/01/2021
Payor	DECATUR PUBLIC SCHOOL DIST. 61
Due Date	07/15/2021 (DECATUIL000)

Invoice Amount: 89,668.89

Remit Amount:



Board of Education Decatur Public School District #61

Date: May 25, 2021	Subject: Approve Change Request for Muffley Elementary School
Initiated By: Todd Covault, Chief Operational Officer	Attachments: Muffley Elementary School Change Request #1047
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

Administration previously agreed to submit any project changes that exceed \$25,000 for Board approval.

In order to continue with the project timeline, and not slow down the project, the work for this change order is already taking place.

CURRENT CONSIDERATIONS:

Part of the work being done at Muffley Elementary School this summer is the abatement of asbestos in the ceilings. The removal of the ceiling will expose penetrations in the above ceiling wall construction. Since these walls serve as a fire barrier between corridors and classrooms, this issue requires a resolution. An option of filling these penetrations was discussed, but it is believed that a second option is better served. The second option consists of replacing the new suspended ceiling system with a fire-rated suspended ceiling system. This system serves as the fire barrier between rooms, thus keeping the building within code requirements. Along with changing the ceiling product, fire rated covers for the lighting that sets in the ceiling system must be added. The HVAC system has been redesigned to allow the building to meet the fire rating codes. This work has been taking place and the change order is being presented to approve retroactively.

FINANCIAL CONSIDERATIONS:

The increased cost to the project is \$32,804.25 and would be paid from project contingencies.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education retroactively approve the Change Request for Muffley Elementary School associated with the additional ceiling tiles in the amount of \$32,804.25 as presented.

RECOMMENDED ACTION:

☒ Approval
☐ Information
☐ Discussion

BOARD ACTION: _____

OWNER CONTINGENCY DRAW

HEADQUARTERS

3401 Constitution Drive
Springfield, IL 62711
217.522.2826 PH

CHAMPAIGN OFFICE

502 W. Clark Street
Champaign, IL 61820
217.281.3601 PH

PEORIA OFFICE

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

DECATUR OFFICE

222 E. North Street
Decatur, IL 62523
217.210.0612 PH



888.930.2009 FAX
www.osheabuilders.com

CR #**1047**

Project: 6812 / DPS Muffley CM
88 S Country Club Rd
Decatur, IL 62521

04/14/2021

Customer: Decatur Public School Dist 61

Description: RFP 023 Corridor Ceilings

Status: P

Notice to Proceed

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

Quotation

Submitted date: 04/21/21
Due date:
Submitted amount: 0.00
Requested days delay: 0

Scope of Work**ELP(H):**

- Add duct where fire dampers are deleted.
- Add radiant dampers in fire rated ceiling.

Allied:

- Acoustic ceilings called out on print.

Egizii: Instal 1 hour fire rated 2 x4 troffers.

Subcontractor Pricing

Phase Code / Description	Cost Type	Amount
09200-1000-1 Allied Const Services, Inc.: Plaster & Gypsum Brd Sub	S	22,500.00
16000-1000-1 Capitol Construction Group LLC: Electrical Sub	S	7,182.00
15700-1000-1 E. L. Pruitt Co.: HVAC Sub	S	3,122.25
Subcontractor Pricing Total:		32,804.25

Harold O'Shea Builders

Phase Code / Description	Cost Type	Quantity	UM	Amount
01222-1211-1 Project Contingency	M		ls	-32,804.25
Harold O'Shea Builders Total:				-32,804.25

Subtotal:	0.00
Overhead & Profit	0.00
Total Price for CR 1047	0.00

Reviewal

Customer: Decatur Public School Dist 61

Contractor: Harold O'Shea Builders, Inc.

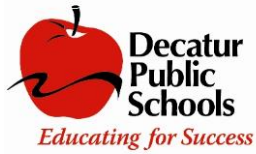
Authorized Representative: _____

By: _____

By: _____

Date: _____

Date: _____



Board of Education Decatur Public School District #61

Date: May 25 2021	Subject: Interorganizational Agreement between Decatur Public School District 61 and Crossings Healthcare regarding Asthma Medication
Initiated By: Lawrence Trimble, Director of Student Services, and Angie Wetzel, Health Services Coordinator	Attachments: Interorganizational Agreement between Decatur Public School District 61 and Crossings Healthcare regarding Asthma Medication
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

Public Act 100-0726, 1/1/2019 allows all schools to stock “undesignated” asthma rescue medication and authorizes school nurses and other trained school staff to administer the medication in the event of respiratory distress or other asthma symptoms.

CURRENT CONSIDERATIONS:

Asthma is a significant public issue, impacting quality of life, and health care costs. Public Act 100-0726 allowed schools to stock undesignated asthma rescue medication to be used by the school nurse and appropriately trained personnel. Dr. Tricia Scerba from Crossing Healthcare has agreed to write the standing order for the stock “undesignated asthma rescue medication.

FINANCIAL CONSIDERATIONS:

School Health Department supply budget.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Interorganizational Agreement between Decatur Public School District 61 and Crossings Healthcare regarding Asthma Medication as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

Interorganizational Agreement between Decatur Public School Dist. #61 and Crossing Healthcare

As an integral part of the implementation of Public Act 100-0726, the Decatur Public School District #61 (“DPS61” or “the District”) and Crossing Healthcare (“Crossing”) enter into this Interorganizational Agreement (“IA” or “Agreement”) to mutually support the health, safety, and well-being of DPS61 students by facilitating access to undesignated asthma medication to appropriately trained school personnel for the treatment of respiratory distress.

Purpose and Scope

The partnership between DPS61 and Crossing will allow appropriately trained school personnel to be ready and able to treat respiratory distress in individuals who, in their professional good-faith opinion, are having perceived or actual presence of wheezing, coughing, shortness of breath, chest tightness, breathing difficulty, or any other symptoms consistent with asthma by making undesignated asthma medication available and on-hand to all DPS61 schools.

Under this agreement, persons who may benefit, if trained personnel are available, are all DPS61 students, staff, and individuals present “while in school, while at a school-sponsored activity, while under the supervision of school personnel, or before or after normal school activities, such as while in before-school or after-school care on school-operated property.” (PA 100-0726, Section 1.540)

Funding Distribution

The cost incurred for acquiring undesignated asthma medication will be covered by Decatur Public Schools District #61 district funding resources.

Order of Undesignated Asthma Medication

1. DPS61 School Health Department (SHD) shall order the undesignated asthma medication on a yearly or as needed basis, in accordance with all applicable laws for use by the schools.
2. Asthma medication orders shall consist of a valid Authorized Undesignated Asthma Medication prescription.
 - a. Upon written request from the District, Crossing shall issue a valid prescription for the products ordered by the District. Crossing shall issue said prescription within five (5) business days after the receipt of the District’s written request.
3. Official communication regarding the order of undesignated asthma medication and the accompanying prescription shall occur between the following individuals and/or their authorized representatives-

DPS61:
Angela Wetzal
School Health Services
300 E. Eldorado St.
Decatur, IL 62526
217-362-3318
awetzal@dps61.org

Crossing:
Dr. Tricia Scerba
320 Central Ave.
Decatur, IL 62523
217-877-9117

Training of School Personnel in Use of Undesignated Asthma Medication

DPS61 will train school personnel in the use of undesignated asthma medication. Training shall include information about recognizing respiratory distress, the usage and location of the asthma medication, Asthma Response Protocol, notification protocol, and demonstration of staff competency in administering asthma medication.

Use of Undesignated Asthma Medication

1. Undesignated Asthma Medication shall be for school use only and shall not be sold or transferred to any third parties. Students and their families or anyone treated by this undesignated asthma medication shall not be billed for the usage of this medicine.
2. The undesignated asthma medication may be used in three (3) situations:
 - a. to a student for self-administration in accordance with that student's individual health care action plan or asthma action plan.
 - b. To administer to any student who has an individual health care action plan or asthma action plan.
 - c. To any person who they believe in good faith is experiencing respiratory distress.
3. If the school nurse determines, in his or her professional, good-faith opinion, that one of the above situations is occurring, the following protocol will be used:
 - a. School Nurse or trained personnel will monitor the patient's status.
 - b. Staff will follow Asthma Episode Emergency Response Plan
 - c. Call 911 immediately if person is exhibiting any of the symptoms in the Danger Zone in Asthma Episode Emergency Response Plan
 - d. School Nurse or trained personnel will communicate details of the medical emergency to emergency personnel, including symptoms, dosage of un-designated asthma medication, time of use, and any change in symptoms.
 - e. School Nurse or trained personnel will accompany the patient in the ambulance if necessary and/or permitted by EMS.
4. DPS61 shall submit a report regarding the administration of undesignated asthma medication.
PA 98-0795, Section 1.540, (f) This report shall be submitted:
 - o To Crossing, within two (2) business days of administration of undesignated asthma medication.
 - o To ISBE, within three (3) business days of administration of undesignated asthma medication.

Record Keeping

School Nurses and the SHD shall keep inventory logs that will include the dates the undesignated asthma medications are received, as well as the dates of administration/expiration.

Storage, Expiration, and Disposal Undesignated Asthma Medication

1. DPS61 schools who receive the medication will secure medication in the nurse's office.
2. School Nurses shall check expiration dates monthly. The School Health Coordinator shall request a new prescription for replacement inhalers before they expire.

3. As undesignated asthma medications are used or expired – and upon written request from the District – Crossing shall prepare new prescriptions as inhalers are used or expired. Crossing shall issue said prescription within five (5) business days after the receipt of the certification form.
4. School Nurses shall dispose of used/expired inhalers according to school policy.

Cooperation

The parties shall in good faith undertake to perform their obligations in the Agreement, to satisfy all conditions, and to cause the transactions contemplated by this Agreement to be carried out promptly in accordance with its terms.

Term

1. The Term of this Agreement is five (5) years.
2. During the final thirty (30) days of the Term of this Agreement, the parties may meet and mutually agree to renew this Agreement for an additional term of five (5) years under the terms and conditions as stated herein, provided that: a) each party has fully complied with its obligations under this Agreement and has maintained a performance standard acceptable to the other party during the prior term and (b) the Agreement has not been terminated.

Early Termination

This Agreement may be terminated by either party upon thirty (30) days written notice without penalties or liabilities.

Confidentiality

1. During Crossing's association with DPS61, it may have access to confidential and sensitive information regarding a child, family, or staff member. Student information in schools is governed by the Family Educational Rights and Privacy Act (FERPA) and the Illinois School Student Records Act (ISSRA). These federal and state laws prohibit information from a student's educational record to be released without prior written parent permission. Crossing is prohibited from disclosing information from a student's educational record – including, but not limited to, any medical and health records that DPS61 collects and maintains – without the written permission of the student's parents.
2. If information pertaining to protected health information is accessed, transferred, stored, or processed by Crossing, Crossing shall protect data in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Crossing agrees not to use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

Indemnification

1. To the extent not precluded by law, DPS61 shall indemnify, and hold harmless Crossing, its directors, officers and employees against all claims, losses, expenses (including reasonable attorney's fees), and injuries to person or property (including death) which may arise from or be claimed against Crossing resulting from or arising in connection with the services furnished by DPS61 under this agreement, unless said losses, damages, claims, etc. arose from negligence of Crossing. Further, in the event that DPS61 becomes involved in or is threatened with litigation (in relation to services provided through this contractor), DPS61 shall immediately notify Crossing and then Crossing may enter into such litigation to protect the interests of DPS61 as may appear appropriate.

2. To the extent not precluded by law, Crossing shall indemnify, and hold harmless DPS61, its directors, officers and employees against all claims, losses, expenses (including reasonable attorney's fees) and injuries to person or property (including death) which may arise from or be claimed against DPS61 resulting from or arising in connection with the services furnished by Crossing under this agreement, unless said losses, damages, claims, etc. arose from negligence of DPS61. Further, in the event Crossing becomes involved in or is threatened with litigation (in relation to services provided through this agreement), Crossing shall immediately notify DPS61 and then may enter into such litigation to protect the interests of Crossing as may appear appropriate.

Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, without regard to its conflict-of-laws or choice-of-law principles.

Waiver

The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver or relinquishment of that right or power for all or any other items.

Severability

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

No Assignment

Neither this Agreement, nor any interest therein, or claim hereunder, shall be assigned, or transferred by Crossing to any party or parties without written approval by DPS61.

Notices

Any notice required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by First Class Mail, registered or certified mail, postage prepaid, addressed:

To DPS61:

Superintendent of Schools
Decatur Public School
District No. 61
101 W. Cerro Gordo St.
Decatur, IL 62523

To Crossing:

Tanya Andricks, CEO
Crossing Healthcare
320 Central Ave.
Decatur, IL 62523


Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the services to be provided by Crossing, and contains all of the covenants and agreements between the parties with respect to said services.

Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

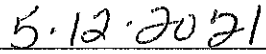
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date written after its signature by an authorized agent below.

President, Board of Education
Decatur Public School Dist. #61



Tanya Andricks
President/CEO
Crossing Healthcare

Date




Date

ATTEST:

Board Secretary

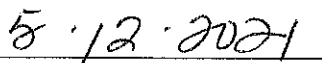
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date written after its signature by an authorized agent below.

President, Board of Education
Decatur Public School Dist. #61



Tanya Andricks
President/CEO
Crossing Healthcare

Date



Date

ATTEST:

Board Secretary



Board of Education Decatur Public School District #61

Date: May 25, 2021	Subject: Accept Bid for Site Improvements at Montessori Academy for Peace
Initiated By: Todd Covault, Chief Operational Officer	Attachments: <ul style="list-style-type: none">• Bid Tabulations• Minority Business Enterprise (MBE) Review
Reviewed By: 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.

This project was previously bid and due to an error from the winning bidder the Board previously rejected all bids and rebid the project.

CURRENT CONSIDERATIONS:

Montessori Academy for Peace 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 Montessori Academy for Peace Site Work with the low bid from A&R Mechanical Services, Inc. coming in at \$278,375.

A&R Mechanical Services, Inc. has met the Decatur Public School District's Minority Business Enterprise goal.

FINANCIAL CONSIDERATIONS:

Accept the base bid from A&R Mechanical Services, Inc. in the amount of \$278,375 which would be paid from the Capital Projects Fund (60).

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education accept the base bid from A&R Mechanical Services in the amount of \$278,375 for Site Improvements at Montessori Academy for Peace as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____



May 18, 2021

Board of Education
Decatur Public School District #61
101 W. Cerro Gordo
Decatur, IL 62523

Re: Summer 2021 Site Work – Montessori Academy for Peace
BLDD Project # 186EX16.400A
BID TABULATION

Enclosed is the Bid Tabulation Form showing the results of the bids opened for the DPS Summer 2021 Montessori Academy for Peace Site Work. We have reviewed the bid of **A&R Services, Inc.** and it appears to be in order.

Please advise if the Owner intends to accept the Base Bid as submitted by the contractor shown below as the apparent low bidder for the project.

Project Name	Base Bid	Apparent Low Bidder
Montessori Academy for Peace	\$278,375	A&R Services, Inc.

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 this bid.

Sincerely,

BLDD Architects, Inc.

A handwritten signature in blue ink, appearing to read "Kimberly A. Kurtenbach", is written over a light blue circular stamp.

Kimberly A. Kurtenbach, AIA, LEED AP, REFP

H:\CI\186EX16.400A DPS Summer 2021 Site Work\Correspondance\Owner\BPC-Montessori\Montessori Site Work-Bid Tab Ltr.docx



(844) 784-4440

BLDD.COM

Bid Tabulation Form

PROJECT NAME: Montessori Academy for Peace Summer 2021 Site Work

DATE: 5/13/2021

CLIENT: Decatur Public School District 61

TIME: 2:00 p.m.

LOCATION: via Zoom

BLDD PROJECT: 186EX16.400A

Contractor	Bid Bond	Addendum 1 & 2 Received		Base Bid	Totals
A&R Mechanical Services, Inc.	5%	Yes		\$278,375.00	
Christy-Foltz, Inc.	5%	Yes		\$350,398.00	
Entler Excavating	5%	Yes		\$317,508.00	



May 14, 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
Motessori Academy for Peace Bid Opening May 13

Dear Dr. Covault and Ms. Mary Ann Scholz:

The results from the re-bid of Summer Site Work Montessori Academy for Peace are as follows.

The apparent low bidder is A & R Mechanical Services, Inc. dba A & R Services Inc. at \$278,375.00. This bidder met the MBE goal with J.P. Excavating at 15.09%. There are no issues with MBE certification documentation or MBE utilization plan. This bidder is eligible to move on to the next phase of bid award.

Next low apparent bidder is Entler Excavating, Inc. at \$317,508.00. This bidder met the MBE goal at 19.09%. However, there are issues with MBE utilization plan submitted as it was not signed by the MBE subcontractors proposed. This is a technical deficiency correctable the next business day.

The third low apparent bidder is Christy-Foltz at \$350,398.00. The MBE utilization plan proposed no MBE subcontractors.

No GFE is required because the low apparent bidder met the MBE goal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Fred Coleman III", with a stylized flourish at the end.

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

Date: May 25, 2021	Subject: Purchase of furniture and classroom materials for early childhood program
Initiated By: Sarah Knuppel, Principal of Pershing Early Learning Programs	Attachments: Bid for Classroom Furnishings from Lakeshore Learning
Reviewed By: Jeff Dase, Assistant Superintendent, Mary Ann Schloz, Assistant Director of Finance, Grants, and Special Projects and Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

As part of the Preschool for All and Preschool Expansion grants, pre-k classrooms are monitored once every three years by ISBE. This monitoring visit includes a review of compliance with program implementation requirements, as well as classroom observations using the Early Childhood Environmental Rating Scale (ECERS-3).

Several ECERS-3 components relate to the quality and condition of the furniture and materials within the classroom. Access to high-quality classroom furniture and materials creates a safe and orderly environment which leads to improved teaching and learning outcomes at the pre-K level.

Classroom furnishings and materials are on a cycle for regular replacement in order to maintain high performance on ECERS-3, as well as to provide a safe and engaging learning environment for children.

CURRENT CONSIDERATIONS:

The bid summary is attached. The bid from Lakeshore Learning includes the furnishings and materials, as well as complementary white-glove delivery service, which includes unpackaging and assembly of all furniture on site.

FINANCIAL CONSIDERATIONS:

Three classrooms of furnishings and materials are going to be replaced for Preschool Expansion Classrooms using grant funds. The total cost is \$74,476.37.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the bid to Purchase Three (3) Classrooms of Furniture and Materials for Preschool Expansion Classrooms as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

iPad 8 Professional Services Bid Analysis Spreadsheet

Bid Request# 2021-16

Date: 5/11/21 10:00 a.m.

Copies to: Sarah Knupple, Meghan Gregurisch, Joanie Watson

Authorized person opening bid: Joanie Watson - Coordinator of Purchasing

VENDOR NAME:

Lakeshore Learning

Kaplan Early Learning Co

Vendors who did not respond:

Qty. 3 Complete Classrooms

Educational Materials \$9,366.62

Bid one Classroom

Furnishings \$14,792.17

Classroom Materials \$48,317.58

School Outfitters

SUBTOTAL:

\$72,476.37

\$54,714.84

SHIPPING:

No Charge

\$648.24

TOTAL:

\$72,476.37

\$55363.08 X 3 = \$166,089.24

DELIVERY DATE:

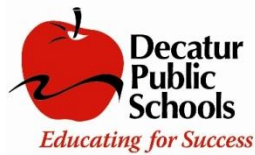
7-10 Days w/Complimentary White-Glove
Delivery and Installation

Week of 6-8-21

TERMS:

Net 30 Days

Net 30 Days



Board of Education Decatur Public School District 61

Date: May 25, 2021	Subject: Monthly Financial Conditions Report
Initiated By: Todd Covault, Chief Operational Officer	Attachments: Financial Conditions Report
Reviewed By: 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.

CURRENT CONSIDERATIONS:

As the District completes April, the tenth month of FY21, the Macon-Piatt Special Education District has expended 66.65% of its overall budget; Decatur 61 has expended 79.25% of its overall budget.

As of May 19, 2021 the State Comptroller is holding FY21 ISBE vouchers in the amount of \$2,695,184 of which \$2,436,904 is associated with Evidence Based Funding and \$238,648 is associated with the Early Childhood Block Grant.

The District's April 2021 month-end, Education Fund balance is \$30,985,939; the April 2020 month-end Education Fund balance was \$25,684,717.

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 - April 30, 2021

<u>Fund</u>	<u>Fund Balance 07/01/20</u>	<u>Revenues To Date</u>	<u>Expenditures To Date</u>	<u>Net Cash Flow</u>	<u>Change in Fund Balance</u>	<u>Balance 04/30/21</u>	<u>Estimated Balance 06/30/21</u>
DISTRICT # 61							
Education	\$18,408,485	\$90,417,590	\$77,840,136	\$12,577,454	\$0	<i>\$30,985,939</i>	\$ 12,469,875
Operation & Maintenance	\$1,235,457	\$3,453,151	\$4,732,463	(\$1,279,312)	\$0	<i>(\$43,855)</i>	\$ 1,310,542
Debt Service	\$3,875,712	\$73,962,483	\$70,174,215	\$3,788,267	\$0	<i>\$7,663,979</i>	\$ 5,935,482
Transportation	\$2,736,640	\$4,688,394	\$2,451,086	\$2,237,307	\$0	<i>\$4,973,947</i>	\$ 1,523,180
IMRF	\$1,078,326	\$2,386,092	\$1,830,956	\$555,136	\$0	<i>\$1,633,462</i>	\$ 1,542,596
Social Security/Medicare	\$1,620,939	\$1,876,247	\$1,376,245	\$500,001	\$0	<i>\$2,120,940</i>	\$ 1,409,309
Capital Projects Fund	\$1,307,761	\$18,979,282	\$5,367,464	\$13,611,818	\$0	<i>\$14,919,579</i>	\$ 1,186,127
Working Cash	\$5,216,695	\$21,349,487	\$18,890,000	\$2,459,487	\$0	<i>\$7,676,182</i>	\$ 5,563,345
Tort Immunity/Judgment	\$3,004,056	\$2,769,606	\$1,911,383	\$858,223	(\$209,413)	<i>\$3,652,866</i>	\$ 3,422,319
Fire Prevention/Safety	\$35,322,345	\$349,519	\$25,555,866	(\$25,206,347)	\$0	<i>\$10,115,998</i>	\$ 3,152,316
<i>Totals District 61</i>	<i>\$73,806,416</i>	<i>\$220,231,850</i>	<i>\$210,129,816</i>	<i>\$10,102,034</i>	<i>(\$209,413)</i>	<i>\$83,699,037</i>	<i>\$37,515,091</i>
Macon-Piatt Special Ed District	\$5,042,458	\$14,963,522	\$12,867,609	\$2,095,913	\$0	<i>\$7,138,371</i>	\$ 5,042,458

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

Percent of year passed: 83%

	Revenues	Adopted Budget	Actual Y-T-D	Percent Received/Used
12	Education	19,306,662	14,963,522	77.50%
22	Operation & Maintenance	-	-	0.00%
42	Transportation	-	-	0.00%
52	IMRF	-	-	0.00%
	Total Revenues	19,306,662	14,963,522	77.50%

	Expenditures			
12	Education	17,661,743	11,722,872	66.37%
22	Operation & Maintenance	393,670	191,448	48.63%
42	Transportation	23,750	4,626	19.48%
52	IMRF	1,227,499	948,663	77.28%
	Total Expenditures	19,306,662	12,867,609	66.65%

	Net Cash			
	Total Revenues	19,306,662	14,963,522	77.50%
	Total Expenditures	19,306,662	12,867,609	66.65%
	Net Cash	-	2,095,913	

	Fund Balances	Actual
12	Education	7,138,371

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

Percent of year passed: 83%

			Percent	FY 20 Percent
	Revenues	Budget	Received/Used	Received/Used
		Actual Y-T-D		As Of 4/30/20
10	Education	96,728,150	90,417,590	93.48%
20	Operation & Maintenance	6,655,600	3,453,151	51.88%
30	Debt Service	73,136,161	73,962,483	101.13%
40	Transportation	5,365,636	4,688,394	87.38%
50	IMRF	2,780,730	2,386,092	85.81%
51	Social Security	1,896,520	1,876,247	98.93%
60	Capital Projects	19,671,714	18,979,282	96.48%
70	Working Cash	19,346,650	21,349,487	110.35%
80	Tort Immunity/Judgment	2,783,560	2,769,606	99.50%
90	Fire Prevention/Safety	489,425	349,519	71.41%
	Total Revenues	228,854,146	220,231,850	96.23%

Expenditures

10	Education	102,666,760	77,840,136	75.82%
20	Operation & Maintenance	6,580,515	4,732,463	71.92%
30	Debt Service	71,076,391	70,174,215	98.73%
40	Transportation	6,579,096	2,451,086	37.26%
50	IMRF	2,316,460	1,830,956	79.04%
51	Social Security	2,108,150	1,376,245	65.28%
60	Capital Projects	19,793,348	5,367,464	27.12%
70	Working Cash	19,000,000	18,890,000	99.42%
80	Tort Immunity/Judgment	2,365,297	1,911,383	80.81%
90	Fire Prevention/Safety	32,659,454	25,555,866	78.25%
	Total Expenditures	265,145,471	210,129,816	79.25%

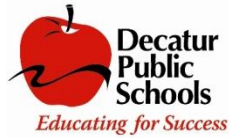
Net Cash

Total Revenues	228,854,146	220,231,850	96.23%
Total Expenditures	265,145,471	210,129,816	79.25%
Net Cash	(36,291,325)	10,102,034	

Fund Balances

	Actual
10 Education	30,985,939
20 Operation & Maintenance	(43,855)
30 Debt Service	7,663,979

40	Transportation	4,973,947
50	IMRF	1,633,462
51	Social Security	2,120,940
60	Capital Projects	14,919,579
70	Working Cash	7,676,182
80	Tort Immunity/Judgment	3,652,866
90	Fire Prevention/Safety	10,115,998
	Total Funds	<u>83,699,037</u>



Board of Education Decatur Public School District #61

Date: May 25, 2021	Subject: Treasurer's Report
Initiated By: Todd Covault, Chief Operational Officer	Attachments: Treasurer's Report
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The attached April 2021 report details the District's investments and the status of the District's cash as of April 30, 2021.

CURRENT CONSIDERATIONS:

N/A

FINANCIAL CONSIDERATIONS:

N/A

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the April 2021 Treasurer's Report as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

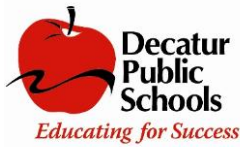
BOARD ACTION: _____

DECATUR PUBLIC SCHOOL DISTRICT #61
TREASURER'S REPORT
APRIL 2021

	Cash/Investments as of 03/31/21	Receipts	Disbursements	Change/Interest	Cash/Investments as of 04/30/21
Education	31,202,564.41	28,311,387.17	26,480,915.14	329.26	33,033,365.70
Operations & Maintenance	486,693.10	12,747.23	544,515.49	1.00	(45,074.16)
Debt Service	8,178,176.11	420,537.76	934,818.75	84.35	7,663,979.47
Transportation	4,669,568.01	764,395.73	488,263.32	62.86	4,945,763.28
IMRF	1,827,139.21	0.01	193,688.32	11.30	1,633,462.20
Social Security	2,276,201.28	1.31	155,281.65	18.86	2,120,939.80
Capital Projects	14,459,671.82	6,400,151.87	5,940,464.95	219.92	14,919,578.66
Working Cash	7,675,895.64	202.80	0.00	83.32	7,676,181.76
Tort/Judgment Immunity	3,750,805.93	0.00	98,280.81	33.99	3,652,559.11
Fire Prevention & Safety	12,217,240.21	245.40	2,101,552.28	65.36	10,115,998.69
Macon-Piatt Special Education	7,512,343.04	1,319,559.22	1,694,332.47	51.13	7,137,620.92
Activities	536,544.62	4,034.57	10,012.91	5.61	530,571.89
	94,792,843.38	37,233,263.07	38,642,126.09	966.96	93,384,947.32

Dr. Todd Covault

04/30/21



Board of Education Decatur Public School District #61

Date: May 25, 2021	Subject: Ancillary Wages
Initiated By: Jason Hood, Director of Human Resources	Attachments: Amended Rate of Pay for Short-term Ancillary Employees
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

Ancillary wages are updated periodically as needed.

CURRENT CONSIDERATIONS:

Find attached the recommended changes to the Rate of Pay for Short-term Ancillary Employees for Fiscal Year 2021-2022 as noted:

- Substitute rates specific to Stephen Decatur Middle School and Hope Academy will be extended through May 31, 2022.
- The proposed updates to Ancillary Wages will be effective from May 25, 2021 to June 30, 2021.

FINANCIAL CONSIDERATIONS:

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

STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the adjusted Ancillary Wages rates effective from May 25, 2021 through June 30, 2022, as presented.

RECOMMENDED ACTION:

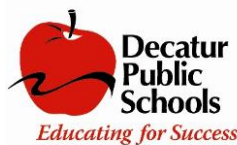
- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

FY 2021-2022 Rate of Pay: Flat Rate Short-term Ancillary Employees

Category	Daily/Hourly	Rate 2021-2022
Substitutes		
Substitute Assistant	H	\$15.00
Substitute Clerical	H	\$15.00
Substitute Security	H	\$15.00
Substitute Liaison	H	\$15.00
Substitute Crossing Guard	H	\$15.00
Remote Learning Roving Substitute	D	\$220.00
Substitute Teacher Daily	D	\$150.00
Substitute Teacher – Long term in single position*	D	\$185.00
Non-Degree Short-Term Substitute (may not exceed 5 days in a single position)	D	\$105.00
Vacant Teaching Position- Long term in single position	D	\$225.00
Vacant Teaching Position – Long term retired in single position	D	\$255.00
Vacant Position: Social Worker, Speech, Psychologist	D	\$225.00
Vacant Position: Retired Social Worker, Speech, Psychologist	D	\$255.00
Substitute School Nurse	D	\$140.00
Substitute ISBE Certified Nurse	D	\$150.00
Substitute Assistant Principal	D	\$225.00
Substitute Principal	D	\$400.00
Substitute District Leadership Team	D	\$500.00
Substitute Special Education Administrator	D	\$260.00
Substitute Custodian	H	\$15.00
Hope Academy & SDMS Substitutes Only		Effective 8/11/2021- 5/31/2022
Substitute Teacher Daily	D	\$200.00
Vacant Teaching Position- Long term sub	D	\$325.00
Vacant Teaching Position- Retired teachers long term	D	\$355.00
Athletics		
Game Day Personnel – Operations	H	\$15.00
Game Day Personnel - Score Board Operator / Score Keeper	H	\$15.00
Game Day Personnel - Gym Manager	H	\$15.00
Track Timer (Trained)	D	\$75.00
Miscellaneous		
Intern	H	\$15.00
Bus Supervisor	H	\$15.00
Home Study	H	\$33.00
Crossing Guards	H	\$15.00
Police Liaison Officer	H	\$40.00
Hourly Certified Substitute	H	\$33.00

*Long term and extended are defined as 30 days.



Board of Education Decatur Public School District

Date: May 25, 2021	Subject: Illinois Association of School Boards (IASB) 2021-2022 School Year Membership Dues
Initiated By: Melissa Bradford, Board Secretary	Attachments: IASB Invoice
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

Decatur Public Schools has been a member of the Illinois Association of School Boards (IASB) for many years. This membership provides many services for its members such as their website (including a news blog, videos, Facebook posts and Twitter feeds) print publications (including the Illinois School Board Journal), lobbying, consultations with staff and a reduced fee for service programs such as executive searches, policy services, in-district and regional workshops and the annual conference. IASB also provides many workshops and mandatory trainings for school boards and superintendent's secretaries.

In addition, IASB provides the Policy Reference Education Subscription Service, which is known as PRESS. This resource is used by school districts to help access current policies and procedures along with any additions and/or deletions that would affect your students and staff. It also provides the legal references and rationale that supports them. Our District is using this feature extensively in order to maintain updates to all of our Board of Education Policies and Procedures, which in turn, helps make sure our policy implementation is professional and legal.

CURRENT CONSIDERATIONS:

A school district's dues increase only if its enrollment increases beyond its range or if the district's operating expenses goes up. IASB limits the dues increase by capping the increase each year. The Board is requested to renew its membership for the 2021-2022 in the amount of \$13,095.00.

FINANCIAL CONSIDERATIONS:

The membership dues are \$13,095.00 for 2021-2022 and are budgeted in the Board of Education Membership Dues line item.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve continuation of its membership in the amount of \$13,095.00 with the Illinois Association of School Boards (IASB) for the 2021-2022 Fiscal Year as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

Remit Payment To:

Illinois Association of School Boards
2921 Baker Drive
Springfield, Illinois 62703-5929



Total Due: **\$13,095.00**

Amt Remitted : _____

Bill To:

Customer #: 550610

Invoice #: 344466

Decatur SD 61
101 W Cerro Gordo St
Decatur, IL 62523-1001

Select Payment Method☐

Check Enclosed

Check Number _____

If you wish to use another form of payment, please contact IASB at 217/528-9688, ext. 1145. Please note that due to processing fees, payment via credit card will incur an additional 3% transaction fee.

PLEASE DETACH AND REMIT WITH YOUR PAYMENT



2921 Baker Drive
Springfield, Illinois 62703-5929
217/528-9688
Fax: 217/528-2831
FEIN: 31-1540788

Customer #: 550610

Invoice #: 344466

BILL TO

Decatur SD 61
101 W Cerro Gordo St
Decatur, IL 62523-1001

Invoice Date: 5/5/2021

Annual Dues

Current Year Dues

\$13,095.00

Previous Year Dues

\$13,095.00

AMOUNT DUE:

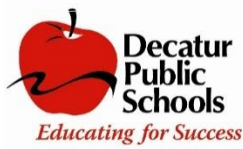
\$13,095.00

Please note: By accepting membership in the Illinois Assn. of School Boards you are consenting to the receipt of faxed and e-mailed solicitations.

ACCOUNTS

MAY 06 2021

PAYABLE



Board of Education Decatur Public School District #61

Date: May 25, 2021	Subject: Purchase of Three Vehicles for Driver Education Program to Replace Leased Vehicles
Initiated By: Henry Walker, Director of Operations	Attachments: Vehicle Purchase Information Quote
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

Illinois State Law requires public and non-public high school students to successfully complete 8 courses over the previous two semester of school work prior to eligibility for enrollment in a driver's education course. Driver Education is designed to give the student practical experience in driving. A variety of learning experiences are planned for the students while they are behind-the-wheel of a dual control automobile. Decatur Public Schools currently leases (3) three vehicles from Miles Chevrolet to help support the driver's education program. Miles Chevrolet has notified the district that they are not able to continue leasing the vehicles used for driver's education due to limited inventory and restrictions of being able to order vehicles. The (3) vehicles need to be returned to the dealership on May 24, 2021.

CURRENT CONSIDERATIONS:

The District is seeking to purchase one of the vehicles currently being leased along with two additional used vehicles from Miles Chevrolet to continue providing uninterrupted services for behind the wheel. The total cost of the vehicles is \$63,311.80. All vehicles below are exempt from bidding as they are used vehicles.

Vendor	Proposed Equipment	Price
Miles Chevrolet Inc.	2018 Chevrolet Malibu 1ZC69 4dr (Gray)	\$18,232.60
Miles Chevrolet Inc.	2021 Chevrolet Malibu 1ZC69 4dr (Silver)	\$22,289.60
Miles Chevrolet Inc.	2021 Chevrolet Malibu 1ZC69 4dr (White)	\$22,789.60

Financial Considerations:

Funding for this project will come from the Drivers Training Vehicle Maintenance Capitol Equipment Budget.

Staff Recommendation:

The Administration respectfully requests the Board of Education to approve the purchase of the above (3) vehicles from Miles Chevrolet Inc. as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

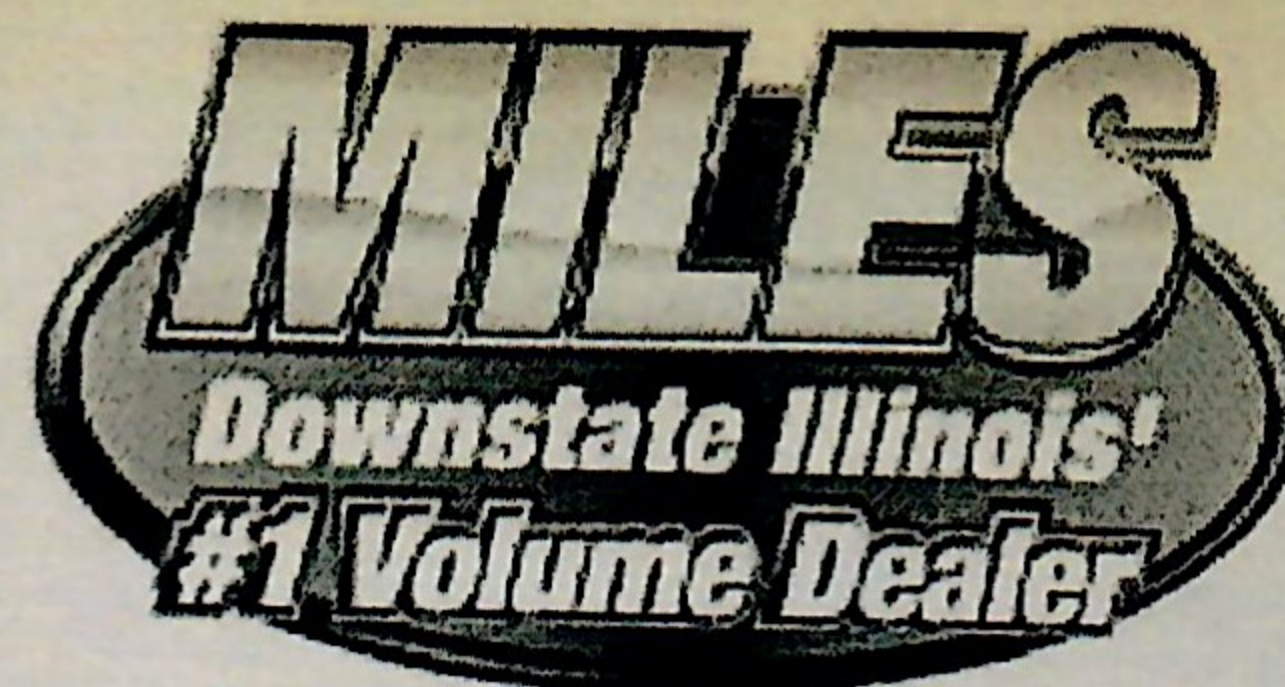
BOARD ACTION: _____

Prepared For:
Decatur Public Schools
N/A

Date: 5/13/20

DECATUR-MAIN, IL N/A

Ph. Day: 217-362-3000 Cell. 217-362-3000



VEHICLE PURCHASE INFORMATION		TRADE INFORMATION
Vehicle:	Used 2018 CHEVROLET MALIBU 1ZC69 4dr	(No Trade-in)
Stock No:	JF165648	
VIN:	1G1ZB5ST1JF165648	
Mileage:	26170	
Color	Gray	
Selling Price of Vehicle	= \$17,929.00	
Less Rebates(s)	- \$0.00	
Dealer Added Accessories***	+ \$0.00	
Cash Price	= \$17,929.00	
Sales Tax: (estimate)*	+ \$0.00	
Total Fees **	+ \$303.60	
Total Cash Price (estimate)	= \$18,232.60	
Payoff balance of Trade(s) (estimate)	+ \$0.00	
Total Charges (estimate)	= \$18,232.60	

* Would Replace MHS Trax.

Commercial Transaction Tax \$0.00, Finance Tax 6.2500%, Use Tax \$0.00

**Fees Include: Doc Fee \$303.60

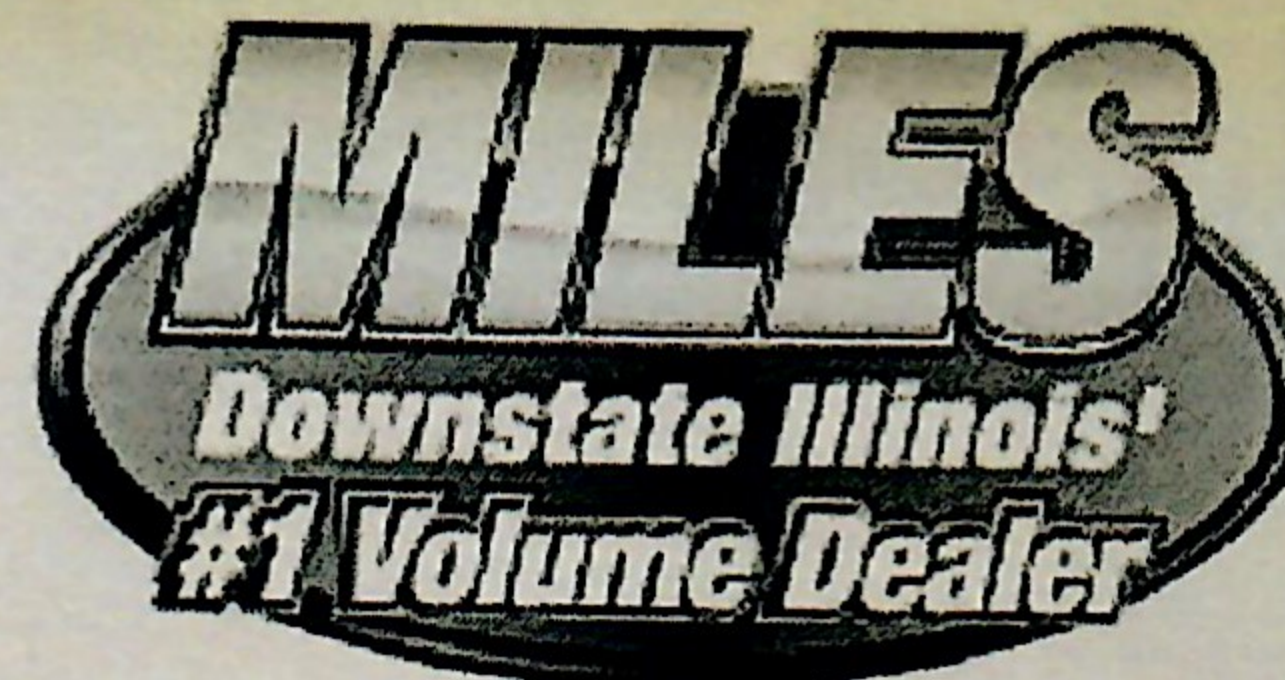
Retail payments are an estimate and may vary among lending institutions. Tax rules may vary per state. The final terms of your loan may differ depending on the actual terms of the financial institution's acceptance and are negotiable. Retail Net Sales Price is based on 0 down payment.
1st. Payment, security deposit, tax on down payment, license, title and documentation due at delivery.

Customer Approval

Management Approval

Prepared For:
Decatur Public Schools
N/A

Date: 5/13/20



DECATUR-MAIN, IL N/A

Ph. Day: 217-362-3000 Cell. 217-362-3000

VEHICLE PURCHASE INFORMATION		TRADE INFORMATION
Vehicle:	New 2021 CHEVROLET MALIBU 1ZC69 4dr	(No Trade-in)
Stock No:	MF017740	
VIN:	1G1ZB5ST0MF017740	
Mileage:		
Color	Gan Silver Ice Metal	
Vehicle Price	\$24,195.00	
Customer Savings	- \$1,000.00	
Selling Price of Vehicle	= \$23,195.00	
Less Rebates(s)	- \$1,209.00	
Dealer Added Accessories***	+ \$0.00	
Cash Price	= \$21,986.00	
Sales Tax: (estimate)*	+ \$0.00	
Total Fees **	+ \$303.60	
Total Cash Price (estimate)	= \$22,289.60	
Payoff balance of Trade(s) (estimate)	+ \$0.00	
Total Charges (estimate)	= \$22,289.60	

* Currently loaned to St. T.

Commercial Transaction Tax \$0.00, Finance Tax 6.2500%, Use Tax \$0.00

**Fees Include: Doc Fee \$303.60

Retail payments are an estimate and may vary among lending institutions. Tax rules may vary per state. The final terms of your loan may differ depending on the actual terms of the financial institution's acceptance and are negotiable. Retail Net Sales Price is based on 0 down payment. 1st. Payment, security deposit, tax on down payment, license, title and documentation due at delivery.

Customer Approval

Management Approval

Prepared For:
Decatur Public Schools

Date: 5/13/20

N/A

DECATUR-MAIN, IL N/A

Ph. Day: 217-362-3000 Cell. 217-362-3000



VEHICLE PURCHASE INFORMATION		TRADE INFORMATION
Vehicle:	New 2021 CHEVROLET MALIBU 1ZC69 4dr	(No Trade-in)
Stock No:	MF056058	
VIN:	1G1ZB5STXMF056058	
Mileage:		
Color	Gaz Summit White	
Vehicle Price	\$24,195.00	
Customer Savings	- \$500.00	
Selling Price of Vehicle	= \$23,695.00	
Less Rebates(s)	- \$1,209.00	
Dealer Added Accessories***	+ \$0.00	
Cash Price	= \$22,486.00	
Sales Tax: (estimate)*	+ \$0.00	
Total Fees **	+ \$303.60	
Total Cash Price (estimate)	= \$22,789.60	
Payoff balance of Trade(s) (estimate)	+ \$0.00	
Total Charges (estimate)	= \$22,789.60	

* Would Replace EHS Equinox

Commercial Transaction Tax \$0.00, Finance Tax 6.2500%, Use Tax \$0.00

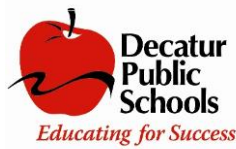
**Fees Include: Doc Fee \$303.60

Retail payments are an estimate and may vary among lending institutions. Tax rules may vary per state. The final terms of your loan may differ depending on the actual terms of the financial institution's acceptance and are negotiable. Retail Net Sales Price is based on 0 down payment.

1st. Payment, security deposit, tax on down payment, license, title and documentation due at delivery.

Customer Approval

Management Approval



Board of Education Decatur Public School District #61

Date: May 25, 2021	Subject: Job Descriptions
Initiated By: Ashley Grayned, Executive Director of Innovative Programs and Strategic Planning	Attachments: Job Descriptions: Dance Teacher and Drama/Theatre Teacher
Reviewed By: Dr. Paul Fregeau, Superintendent, Jeffery Dase, Assistant Superintendent of Teaching and Learning and Jason Hood, Director of Human Resources	

BACKGROUND INFORMATION:

Decatur Public Schools has over 8,000 students, grades Pre-K through 12. Decatur Public Schools believes in high-quality arts education that is equitable and accessible for all students district-wide. This belief is a priority listed in quadrant number one under “Students” on the district’s Balanced Scorecard. The District needs Drama/Theatre and Dance Teachers to develop their art offerings as well as support Career Pathways in the Arts.

CURRENT CONSIDERATIONS:

The Drama/Theatre and Dance Teachers will partner with the Encore Coordinator, the Arts Education Specialist and school building Administrators. Their focus will be to assist with the development, implementation and delivery of best practices aligned to increasing the skill set of elementary and secondary students. These positions will support and develop further understanding of drama/dance concepts, drama/dance performance, the performing arts, the technical aspects of theatre and the role of drama/dance in other disciplines as well as the communication through the art forms of dance and theatre. These positions will increase high-quality teaching and learning opportunities for Decatur Public Schools students and staff. As such, Administration is recommending the following new job descriptions:

Position Title	Changes/Updates
Dance Teacher	Updated Qualifications and Education
Drama/Theatre Teacher	Updated Qualifications and Education

FINANCIAL CONSIDERATIONS:

The associated positions would be included in the district’s budget for FY 2021-22.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve these Job Descriptions as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

TITLE: DANCE TEACHER JOB DESCRIPTION

PURPOSE: Decatur Public School District is looking for a self-motivated Dance Teacher with the ability to ensure student success through differentiated instruction. The candidate must be able to create and maintain a climate that promotes respect- tolerance- and peaceful problem solving for all students.

MINIMUM QUALIFICATIONS:

Successful completion of all student teaching requirements, as well as a Bachelor's Degree, and all course work required to obtain the appropriate teaching certificate(s) issued by the Illinois State Board of Education.

- License Requirements: Illinois Educator License (PEL), with Grades K-8 endorsement required in Dance.
- Strong skill sets in teaching various genres of dance and meeting the social and emotional needs of students.
- Strong verbal and written communication skills.
- Wide-ranging intellectual and educational interests and ability to commit to a creative, integrated curriculum.
- Commitment to equity and justice including knowledge and skills related to cultural competencies.
- Familiarity with new technologies.
- Ability to function effectively as a member of the school staff.

REPORTS TO: Building Principal or designee

SUPERVISES: (Instructs, and Evaluates the work of):

- a. Students
- b. Student Teachers
- c. Volunteers
- d. Assists the principal with the evaluation of Teaching Assistants

MAINTAINS LIAISON WITH:

Parents: Communicates with parents as the teacher deems necessary, or when requested by parents and/or administrators.

JOB GOAL:

Increase the skill set of elementary and middle school students to further understand dance concepts, dance performance, the performing arts, and the history of dance, the role of dance in other disciplines and in communication through the art form of dance.

JOB RESPONSIBILITIES:

Under the supervision of the school principal, responsible for the instruction, progress, discipline of all pupils in assigned classes, and performs related duties as required.

The Classroom Teacher shall assist students to learn subject matter and develop skills that will contribute to their development as mature, able and responsible citizens. In order to meet this responsibility, the Teacher shall:

1. Plan a program of study that meets the individual needs, interests, and abilities of students.
2. Work with Teaching & Learning and VAPA team to continue an ongoing development of K-8 dance curriculum scope and sequence.
3. Collaborate with a team of teachers in the design and implementation of integrated curriculum and performing arts.
4. Keep careful anecdotal and assessment records, and use them to write accurate, comprehensive reports.
5. Commit to the academic and social mission of The School, which encompasses differentiation to meet the needs of a diverse community.
6. Build a warm positive, supportive learning environment.
7. Guide the learning process toward the achievement of curriculum goals and establish, in harmony with the goals, clear objectives for all lessons, units, projects, and the ability to communicate these objectives to students.
8. Is flexible and open minded with respect to learning styles.
9. Monitors student progress continuously to determine interventions and next steps.
10. Serves as a role model to students.
11. Establishes positive relationships with students, parents, guardians and community members.
12. Uses technology to report and communicate the progress of students.
13. Assist the administration in implementing all policies and rules governing student life and conduct, for the classroom, develop reasonable rules of classroom behavior, procedures, and maintain order in the classroom in a fair and consistent manner.
14. Assist the administration in implementing District goals and policies related to the educational and operational needs of the District.
15. Attend staff or team meetings and serve on staff committees as required.
16. Maintain and improve professional competence.
17. Is responsible for student safety education and accident prevention.
18. Reports all unsafe conditions to the school principal promptly.
19. Reports all accidents or injuries to the principal as soon as possible.
20. Perform any other related task or duty at the direction of the building principal or designee.

EVALUATION:

Each employee in contractual continuing service shall be evaluated at least once every two (2) years. Each employee not in continuing contractual service shall be evaluated once (1) every year.

TERMS OF EMPLOYMENT:

Salary is based on Schedules A and B of the collective negotiated Agreement.

ABOUT THE POSITION:

Knowledge, Abilities, and Skill:

Knowledge of subject matter consistent with state certification requirements, knowledge of contemporary principles, practices of teaching, knowledge of classroom and behavior management techniques.

- Candidate must be a strong collaborator and team player with great communication skills.
- Candidate must be excellent at their craft and committed to continued growth.
- Candidate must work to build school wide relationships.
- Candidate must be an innovator with techniques and materials.
- Candidate must be a doer with a creative mindset.
- Ability to modify instruction to meet student needs, ability to cooperate with the school faculty and administration in the development and implementation of an articulated program of instruction; ability to work effectively with pupils, parents and guardians, staff members, and community representatives in providing an appropriate educational program; ability to understand the physical, intellectual, social, and emotional patterns of pupils.
- Skill in the application of contemporary principles and practices of teaching, good oral and written communication skills, good interpersonal skills, skill in exercising sound and professional judgment.

PHYSICAL DEMANDS:

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

ENVIRONMENT:

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

VISION:

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

HEARING:

Hear in the normal audio range with or without correction.

TITLE: **DRAMA TEACHER JOB DESCRIPTION**

PURPOSE: Decatur Public School District is looking for a self-motivated Drama/Theatre Teacher with the ability to ensure student success through differentiated instruction. The candidate must be able to create and maintain a climate that promotes respect, tolerance and peaceful problem solving for all students.

QUALIFICATIONS:

Successful completion of all student teaching requirements, as well as a Bachelor's Degree, and all course work required to obtain the appropriate teaching certificate(s) issued by the Illinois State Board of Education.

- License Requirements: Illinois Educator License (PEL), with Grades K-8 endorsement required in Drama/Theatre.
- Strong skill sets in teaching drama/theatre, and meeting the social and emotional needs of students.
- Strong verbal and written communication skills.
- Wide-ranging intellectual and educational interests and ability to commit to a creative, integrated curriculum.
- Commitment to equity and justice including knowledge and skills related to cultural competencies.
- Familiarity with new technologies.
- Ability to function effectively as a member of the school staff.

REPORTS TO: Building Principal or designee

SUPERVISES: (Instructs and Evaluates the work of):

- a. Students
- b. Student Teachers
- c. Volunteers
- d. Assists the principal with the evaluation of Teaching Assistants

MAINTAINS LIAISON WITH:

Parents: Communicates with parents as the teacher deems necessary, or when requested by parents and/or administrators.

JOB GOAL:

Increase the skill set of elementary and middle school students to further understand drama concepts, drama performance, the performing arts, the history of drama, the technical aspect of theatre, the role of drama in other disciplines and in communication through the art form of theatre.

JOB RESPONSIBILITIES:

Under the supervision of the school principal, the individual will be responsible for the instruction, progress, discipline of all pupils in assigned classes, and performs related duties as required.

The Classroom Teacher shall assist students to learn subject matters and develop skills that will contribute to their development as mature, able and responsible citizens. In order to meet this responsibility, the Teacher shall:

1. Plan a program of study that meets the individual needs, interests, and abilities of students.
2. Work with Teaching and Learning and VAPA team to continue an ongoing development of K-8 drama curriculum scope and sequence.
3. Collaborate with a team of teachers in the design and implementation of integrated curriculum and performing arts.
4. Keep careful anecdotal and assessment records, and use them to write accurate, comprehensive reports.
5. Commit to the academic and social mission of The School, which encompasses differentiation to meet the needs of a diverse community.
6. Build a warm positive, supportive learning environment.
7. Guide the learning process toward the achievement of curriculum goals and establish, in harmony with the goals, clear objectives for all lessons, units, projects, and the ability to communicate these objectives to students.
8. Is flexible and open minded with respect to learning styles.
9. Monitors student progress continuously to determine interventions and next steps.
10. Serves as a role model to students.
11. Establishes positive relationships with students, parents, guardians and community members.
12. Uses technology to report and communicate the progress of students.
13. Assist the administration in implementing all policies and rules governing student life and conduct for the classroom, develop reasonable rules of classroom behavior, procedure, and maintain order in the classroom in a fair and consistent manner.
14. Assist the administration in implementing District goals and policies related to the educational and operational needs of the District.
15. Attend staff or team meetings and serve on staff committees as required.
16. Maintain and improve professional competence.
17. Is responsible for student safety education and accident prevention.
18. Reports all unsafe conditions to the school principal promptly.
19. Reports all accidents or injuries to the principal as soon as possible.
20. Perform any other related task or duty at the direction of the building principal or designee.

EVALUATION:

Each employee in contractual continuing service shall be evaluated at least once every two (2) years. Each employee not in continuing contractual service shall be evaluated once (1) every year.

TERMS OF EMPLOYMENT:

Salary is based on Schedules A and B of the collective negotiated Agreement.

ABOUT THE POSITION:

Knowledge, Abilities, and Skill: Knowledge of subject matter consistent with state certification requirements, knowledge of contemporary principles and practices of teaching, knowledge of classroom and behavior management techniques:

- Candidate must be a strong collaborator and team player with great communication skills.
- Candidate must be excellent at their craft and committed to continued growth.
- Candidate must work to build school wide relationships.
- Candidate must be an innovator with techniques and materials.
- Candidate must be a doer with a creative mindset.
- Ability to modify instruction to meet student needs, ability to cooperate with the school faculty and administration in the development and implementation of an articulated program of instruction; ability to work effectively with pupils, parents, guardians, staff members, and community representatives in providing an appropriate educational program; ability to understand the physical, intellectual, social, and emotional patterns of pupils.
- Skill in the application of contemporary principles and practices of teaching, good oral, written communication skills, good interpersonal skills, skill in exercising sound and professional judgment.

PHYSICAL DEMANDS:

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

ENVIRONMENT:

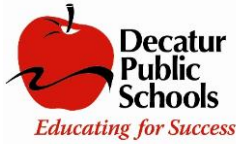
The noise level in the work environment is usually moderate. The job is performed under minimal temperature variations and a generally hazard free environment.

VISION:

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

HEARING:

Hear in the normal audio range with or without correction.



Board of Education Decatur Public School District #61

Date: May 25, 2021	Subject: Vendor Agreements to be in Compliance with SOPPA (Student Online Personal Protection Act)
Initiated By: Maurice Payne, Director of Information Technology	Attachments: <ul style="list-style-type: none">• Embrace – Macon-Piatt Special Education (MPSED) Resource for IEPs• Nearpod – District-wide Curriculum Resource• Flocabulary – District-wide Curriculum Resource
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The district is required to comply with the Student Online Personal Protection Act (SOPPA) as noted in 105 ILCS 85 and incorporated in Board policy 7:345 to ensure that data is used for the beneficial purpose such as providing personalized learning and innovative educational technologies. In addition, the SOPPA requires the District to enter into Data Privacy Agreements with Operators (i.e. software providers) to ensure specific operator duties and prohibitions.

CURRENT CONSIDERATIONS:

Embrace, Nearpod, and Flocabulary have submitted custom Data Privacy Agreements for approval. Legal council has reviewed the agreements and recommend them for Board approval.

FINANCIAL CONSIDERATIONS:

There are no direct financial costs associated with approving the custom SOPPA Data Privacy Agreements.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the custom Vendor Agreements: 1) Embrace – Macon-Piatt Special Education (MPSED) Resource for IEPs, 2) Nearpod – District-wide Curriculum Resource and 3) Flocabulary – District-wide Curriculum Resource to be in Compliance with SOPPA (Student Online Personal Protection Act) as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

Standard Student Data Privacy Agreement

IL-NDPA v1.0a

School District or LEA

Decatur Public School District 61

and

Provider

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

This Student Data Privacy Agreement ("DPA") is entered into on the date of full execution (the "Effective Date") and is entered into by and between:

[Decatur Public School District 61], located at [101 W. Cerro Gordo St.
Decatur IL 62523] (the "Local Education Agency" or "LEA") and
[Brecht's Database Solutions, Inc. d/b/a], located at [P.O. Box 305, Highland, IL 62249] (the "Provider").

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
 - ☒ If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.
 - ☒ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit "H". (Optional)**
 - ☒ If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "Services").
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Maurice Payne Title: Director of IT

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

Phone: 217-362-3070 Email: mpayne@dps61.org

The designated representative for the Provider for this DPA is:

Name: August R. Brecht Title: President

Address: P.O. Box 305, Highland, IL 62249

Phone: (888) 437-9326 Email: gus@embraceeducation.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: Decatur Public School District 61

By: _____ Date: _____

Printed Name: Maurice Payne Title/Position: Director of IT

Provider: Brecht's Database Solutions, Inc. d/b/a Embrace®

By: August Brecht Digitally signed by August Brecht
Date: 2021.05.06 10:32:56 -05'00' Date: 05/06/2021

Printed Name: August R. Brecht Title/Position: President

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data:** Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D."
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

EmbraceIEP® is web-based administrative software designed to allow school staff to document all aspects of the IEP process from evaluations to accommodations, services and goals. Our streamlined, easy to use software, allows districts to easily document all data necessary for complying with state and federal rules and regulations. Districts can customize forms to meet their unique needs.

Embrace504® is web-based administrative software designed to allow school staff to document all aspects of the 504 process from evaluations to accommodations, services and goals. Our streamlined, easy to use software, allows districts to easily document all data necessary for complying with state and federal rules and regulations. Districts can customize forms to meet their unique needs.

EmbraceMTSS® is web-based administrative software designed software to streamline MTSS documentation and provides staff with the most efficient means to document and monitor student plans.

EmbraceDS® is web-based administrative software designed to assist districts in documenting services delivered to students and to claim Medicaid reimbursement for services delivered to Medicaid eligible students.

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>
Assessment	Standardized test scores	<input checked="" type="checkbox"/>
	Observation data	<input checked="" type="checkbox"/>
	Other assessment data-Please specify: An unlimited variety of assessment data could be stored in the system to justify evaluation decisions.	<input checked="" type="checkbox"/>
Attendance	Student school (daily) attendance data	<input checked="" type="checkbox"/>
	Student class attendance data	<input checked="" type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input checked="" type="checkbox"/>
Demographics	Date of Birth	<input checked="" type="checkbox"/>
	Place of Birth	<input checked="" type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input checked="" type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input checked="" type="checkbox"/>
	Other demographic information-Please specify: Embrace® Allows schools to store any needed demographic information.	<input checked="" type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input checked="" type="checkbox"/>
	Guidance counselor	<input checked="" type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input checked="" type="checkbox"/>
	Other enrollment information-Please specify: School districts decide what data they want to add to the Embrace® system.	<input checked="" type="checkbox"/>
Parent/Guardian Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Phone	<input checked="" type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input checked="" type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input checked="" type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input checked="" type="checkbox"/>
	Low income status	<input checked="" type="checkbox"/>
	Medical alerts/ health data	<input checked="" type="checkbox"/>
	Student disability information	<input checked="" type="checkbox"/>
	Specialized education services (IEP or 504)	<input checked="" type="checkbox"/>
	Living situations (homeless/foster care)	<input checked="" type="checkbox"/>
	Other indicator information-Please specify: School districts decide what data they want to add to the Embrace® system.	<input checked="" type="checkbox"/>
Student Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input checked="" type="checkbox"/>
	Provider/App assigned student ID number	<input checked="" type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input checked="" type="checkbox"/>
	Other student work data -Please specify: District staff may insert student generated content into the Embrace® system to show progress, areas of concern or evaluation performance.	<input checked="" type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	<input type="checkbox"/>
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input checked="" type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify: Dates of bus ridership are collected for the EmbraceDS® Medicaid transportation claims.	<input checked="" type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application: Embrace® is a system where school districts collect and document information for the purpose of writing IEPs, 504 plans, tracking MTSS data and recording the delivery of services. School districts, based on state and federal regulations, determine what data they will enter into the Embrace® system.	<input checked="" type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

EXHIBIT "C"

DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[]

☐ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

☐ Disposition shall be by destruction or deletion of data.

☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[]

3. Schedule of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable.

☐ By []

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company


Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Decatur Public School District 61 ("Originating LEA") which is dated _____, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: success@embraceeducation.com.

PROVIDER: Brecht's Database Solutions, Inc. d/b/a Embrace®

BY: August Brecht  Digitally signed by August Brecht
Date: 2021.05.06 10:33:31 -05'00' Date: 05/06/2021

Printed Name: August R. Brecht Title/Position: President

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Decatur Public School District 61 and Brecht's Database Solutions, Inc. d/b/a Embrace®

****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

Subscribing LEA:

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input checked="" type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G" - Supplemental SDPC (Student Data Privacy Consortium) State Terms for Illinois

Version IL-NDPAv1.0a (Revised March 15, 2021)

This **Exhibit G**, Supplemental SDPC State Terms for Illinois ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by and between Decatur Public School District 61

"LEA") and Brecht's Database Solutions, Inc. d/b/a Embrace® (the "Local Education Agency" or (the "Provider")), is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. **Compliance with Illinois Privacy Laws.** In performing its obligations under the Agreement, the Provider shall comply with all Illinois laws and regulations pertaining to student data privacy, confidentiality, and maintenance, including but not limited to the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act ("MHDDCA"), 740 ILCS 110/, Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/, Identity Protection Act ("IPA"), 5 ILCS 179/, and Personal Information Protection Act ("PIPA"), 815 ILCS 530/, and Local Records Act ("LRA"), 50 ILCS 205/.

2. **Definition of "Student Data."** In addition to the definition set forth in **Exhibit C**, Student Data includes any and all information concerning a student by which a student may be individually identified under applicable Illinois law and regulations, including but not limited to (a) "covered information," as defined in Section 5 of SOPPA (105 ILCS 85/5), (b) "school student records" as that term is defined in Section 2 of ISSRA (105 ILCS 10/2(d)) (c) "records" as that term is defined under Section 110/2 of the MHDDCA (740 ILCS 110/2), and (d) "personal information" as defined in Section 530/5 of PIPA.

3. **School Official Designation.** Pursuant to Article I, Paragraph 1 of the DPA Standard Clauses, and in accordance with FERPA, ISSRA and SOPPA, in performing its obligations under the DPA, the Provider is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the LEA would otherwise use its own employees; is under the direct control of the LEA with respect to the use and maintenance of Student Data; and is using Student Data only for an authorized purpose and in furtherance of such legitimate educational interest.

4. **Limitations on Re-Disclosure.** The Provider shall not re-disclose Student Data to any other party or affiliate without the express written permission of the LEA or pursuant to court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, and MHDDCA. Provider will not sell or rent Student Data. In the event another party, including law enforcement or a government entity, contacts the Provider with a request or subpoena for Student Data in the possession of the Provider, the Provider shall redirect the other party to seek the data directly from the LEA. In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure.

5. **Notices.** Any notice delivered pursuant to the DPA shall be deemed effective, as applicable, upon receipt as evidenced by the date of transmission indicated on the transmission material, if by e-mail; or four (4) days after mailing, if by first-class mail, postage prepaid.

6. **Parent Right to Access and Challenge Student Data.** The LEA shall establish reasonable procedures pursuant to which a parent, as that term is defined in 105 ILCS 10/2(g), may inspect and/or

copy Student Data and/or challenge the accuracy, relevance or propriety of Student Data, pursuant to Sections 5 and 7 of ISSRA (105 ILCS 10/5; 105 ILCS 10/7) and Section 33 of SOPPA (105 ILCS 85/33). The Provider shall respond to any request by the LEA for Student Data in the possession of the Provider when Provider cooperation is required to afford a parent an opportunity to inspect and/or copy the Student Data, no later than 5 business days from the date of the request. In the event that a parent contacts the Provider directly to inspect and/or copy Student Data, the Provider shall refer the parent to the LEA, which shall follow the necessary and proper procedures regarding the requested Student Data.

7. Corrections to Factual Inaccuracies. In the event that the LEA determines that the Provider is maintaining Student Data that contains a factual inaccuracy, and Provider cooperation is required in order to make a correction, the LEA shall notify the Provider of the factual inaccuracy and the correction to be made. No later than 90 calendar days after receiving the notice of the factual inaccuracy, the Provider shall correct the factual inaccuracy and shall provide written confirmation of the correction to the LEA.

8. Security Standards. The Provider shall implement and maintain commercially reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Student Data from unauthorized access, destruction, use, modification, or disclosure, including but not limited to the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of the Student Data (a "Security Breach"). For purposes of the DPA and this Exhibit G, "Security Breach" does not include the good faith acquisition of Student Data by an employee or agent of the Provider or LEA for a legitimate educational or administrative purpose of the Provider or LEA, so long as the Student Data is used solely for purposes permitted by SOPPA and other applicable law, and so long as the Student Data is restricted from further unauthorized disclosure.

9. Security Breach Notification. In addition to the information enumerated in Article V, Section 4(1) of the DPA Standard Clauses, any Security Breach notification provided by the Provider to the LEA shall include:

- a. A list of the students whose Student Data was involved in or is reasonably believed to have been involved in the breach, if known; and
- b. The name and contact information for an employee of the Provider whom parents may contact to inquire about the breach.

10. Reimbursement of Expenses Associated with Security Breach. In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all costs and expenses that the LEA incurs in investigating and remediating the Security Breach, without regard to any limitation of liability provision otherwise agreed to between Provider and LEA, including but not limited to costs and expenses associated with:

- a. Providing notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law or contract;
- b. Providing credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the student's credit or financial security;
- c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA

as a result of the security breach; and

- d. Providing any other notifications or fulfilling any other requirements adopted by the Illinois State Board of Education or under other State or federal laws.

11. Transfer or Deletion of Student Data. The Provider shall review, on an annual basis, whether the Student Data it has received pursuant to the DPA continues to be needed for the purpose(s) of the Service Agreement and this DPA. If any of the Student Data is no longer needed for purposes of the Service Agreement and this DPA, the Provider will provide written notice to the LEA as to what Student Data is no longer needed. The Provider will delete or transfer Student Data in readable form to the LEA, as directed by the LEA (which may be effectuated through Exhibit D of the DPA), within 30 calendar days if the LEA requests deletion or transfer of the Student Data and shall provide written confirmation to the LEA of such deletion or transfer. Upon termination of the Service Agreement between the Provider and LEA, Provider shall conduct a final review of Student Data within 60 calendar days.

If the LEA receives a request from a parent, as that term is defined in 105 ILCS 10/2(g), that Student Data being held by the Provider be deleted, the LEA shall determine whether the requested deletion would violate State and/or federal records laws. In the event such deletion would not violate State or federal records laws, the LEA shall forward the request for deletion to the Provider. The Provider shall comply with the request and delete the Student Data within a reasonable time period after receiving the request.

Any provision of Student Data to the LEA from the Provider shall be transmitted in a format readable by the LEA.

12. Public Posting of DPA. Pursuant to SOPPA, the LEA shall publish on its website a copy of the DPA between the Provider and the LEA, including this Exhibit G.

13. Subcontractors. By no later than (5) business days after the date of execution of the DPA, the Provider shall provide the LEA with a list of any subcontractors to whom Student Data may be disclosed or a link to a page on the Provider's website that clearly lists any and all subcontractors to whom Student Data may be disclosed. This list shall, at a minimum, be updated and provided to the LEA by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1).

14. DPA Term.

- a. **Original DPA.** Paragraph 4 on page 2 of the DPA setting a three-year term for the DPA shall be deleted, and the following shall be inserted in lieu thereof: "This DPA shall be effective upon the date of signature by Provider and LEA, and shall remain in effect as between Provider and LEA 1) for so long as the Services are being provided to the LEA or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first. The Exhibit E General Offer will expire three (3) years from the date the original DPA was signed."
- b. **General Offer DPA.** The following shall be inserted as a new second sentence in Paragraph 1 of Exhibit E: "The provisions of the original DPA offered by Provider and accepted by Subscribing LEA pursuant to this Exhibit E shall remain in effect as between Provider and Subscribing LEA 1) for so long as the Services are being provided to Subscribing LEA, or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first."

15. **Termination.** Paragraph 1 of Article VII shall be deleted, and the following shall be inserted in lieu thereof: "In the event either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or been terminated. One party may terminate this DPA upon a material breach of this DPA by the other party. Upon termination of the DPA, the Service Agreement shall terminate."
16. **Privacy Policy.** The Provider must publicly disclose material information about its collection, use, and disclosure of Student Data, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document.
17. **Minimum Data Necessary Shared.** The Provider attests that the Student Data request by the Provider from the LEA in order for the LEA to access the Provider's products and/or services is limited to the Student Data that is adequate, relevant, and limited to what is necessary in relation to the K-12 school purposes for which it is processed.
18. **Student and Parent Access.** Access by students or parents/guardians to the Provider's programs or services governed by the DPA or to any Student Data stored by Provider shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this DPA.
19. **Data Storage.** Provider shall store all Student Data shared under the DPA within the United States.
20. **Exhibits A and B.** The Services described in Exhibit A and the Schedule of Data in Exhibit B to the DPA satisfy the requirements in SOPPA to include a statement of the product or service being provided to the school by the Provider and a listing of the categories or types of covered information to be provided to the Provider, respectively.

EXHIBIT "H"
Additional Terms or Modifications
Version _____

LEA and Provider agree to the following additional terms and modifications:

This is a free text field that the parties can use to add or modify terms in or to the DPA. If there are no additional or modified terms, this field should read "None."

1. Article II, Section 5, has the following is added to the end of the section:

Embrace® is not responsible for any third parties to whom LEA transmits Student Data, or contracts for services, outside of those specifically provided by Embrace®.

2. Article V, Section 5, is deleted and replaced with the following:

In the event of a breach originating from LEA's use of the Service, LEA shall notify Embrace® within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Both LEA and Embrace® shall assist each other with any reasonable investigation, including provision of relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation or as otherwise reasonably required by Embrace®. Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

3. Exhibit D, Section 3, Schedule of Disposition includes and selects the following option:

Embrace® shall retain student data for one year in read-only format. All student data shall be deleted after expiration of that one-year. Embrace is not responsible for any lost student data after expiration of Contract.

4. Exhibit G, Section 4, is deleted and replaced with:

Limitations on Re-Disclosure. The Provider shall not re-disclose Student Data to any Third Party or affiliate without the express written permission of the LEA or pursuant to court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, and MHDCA. In the event a Third Party, including law enforcement or a government entity, contacts the Provider with a request or subpoena for Student Data in the possession of the Provider, the Provider shall, if possible, redirect the Third Party to seek the data directly from the LEA. In the event the Provider is compelled to produce Student Data to a Third Party in compliance with a court order, if possible, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure.

5. Exhibit G, Section 5, is deleted and replaced with:

Notices. Any notice delivered pursuant to the DPA shall be deemed effective, as applicable, upon receipt as evidenced by the date of transmission indicated on the transmission material, if by e-mail; or ten (10) days after mailing, if by first-class mail, postage prepaid.

6. Exhibit G, Section 6, is deleted and replaced with:

Parent Right to Access and Challenge Student Data. The LEA shall establish reasonable procedures pursuant to which a parent, as that term is defined in 105 ILCS 10/2(g), may inspect and/or copy Student Data and/or challenge the accuracy, relevance or propriety of Student Data, pursuant to Sections 5 and 7 of ISSRA (105 ILCS 10/5; 105 ILCS 10/7) and Section 33 of SOPPA (105 ILCS 85/33). LEA shall have access to all Student Data in the possession of the Provider and shall be able to provide any parent an opportunity to inspect and/or copy the Student Data. Provider shall assist if necessary. In the event that a parent contacts the Provider directly to inspect and/or copy Student Data, the Provider shall refer the parent to the LEA, which shall follow the necessary and proper procedures regarding the requested Student Data.

7. Exhibit G, Section 7, shall be deleted and replaced with:

Corrections to Factual Inaccuracies. In the event that the LEA determines that the Student Data contains a factual inaccuracy LEA shall correct the same no later than 90 calendar days after making such determination. Provider shall assist as necessary.

8. Exhibit G, Section 10, shall be deleted and replaced with:

Reimbursement of Expenses Associated with Security Breach.

a. In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all reasonable costs and expenses that the LEA incurs in investigating and remediating the Security Breach, including but not limited to costs and expenses associated with:

i. Providing notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law or contract;

ii. Providing credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the student's credit or financial security;

iii. Reasonable legal fees, audit costs, fines, and any other fees or damages imposed against the LEA as a result of the Security Breach; and

iv. Providing any other notifications or fulfilling any other requirements adopted by the Illinois State Board of Education or under other State or federal laws.

b. In the event of a Security Breach that is attributable to the LEA, the LEA shall reimburse the Company for any and all reasonable costs and expenses that the Company incurs in investigating and remediating the Security Breach, including but not limited to costs and expenses associated with reasonable legal fees, audit costs, and any other fees or damages sustained by the Company as a result of the Security Breach

Standard Student Data Privacy Agreement

IL-NDPA v1.0a

School District or LEA

Decatur Public School District 61

and

Provider

Nearpod Inc.

This Student Data Privacy Agreement ("DPA") is entered into on the date of full execution (the "Effective Date") and is entered into by and between:

[Decatur Public School District 61], located at [101 W. Cerro Gordo St.
Decatur IL 62523] (the "Local Education Agency" or "LEA") and
[Nearpod Inc.], located at [1655 Griffin Road, A290, Dania Beach,
FL 33312] (the "Provider").

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
 - ☒ If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.
 - ☒ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit "H". (Optional)**
 - ☒ If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "Services").
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Maurice Payne Title: Director of IT

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

Phone: 217-362-3070 Email: mpayne@dps61.org

The designated representative for the Provider for this DPA is:

Name: Jose Carrera Title: CEO

Address: 1855 Griffin Road, A290, Dania Beach, FL 33004

Phone: 3056775030 x 2268 Email: vendorforms@nearpod.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: Decatur Public School District 61

By: _____ Date: _____

Printed Name: Maurice Payne Title/Position: Director of IT

Provider: Nearpod Inc.

By:  _____ Date: 5/7/2021

Printed Name: Jose Carrera Title/Position: CEO

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data.** Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D."
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in Exhibit "F". Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to Exhibit "H". Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in Exhibit "F". Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

Nearpod licenses

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input checked="" type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input checked="" type="checkbox"/>
	Other student work data -Please specify: Student Voice	<input checked="" type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	<input type="checkbox"/>
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	<p>Please list each additional data element used, stored, or collected by your application:</p> <p>Teacher Name, Teacher email, Teacher school and district assignment</p>	<input checked="" type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

EXHIBIT "C"

DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[]

☐ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

☐ Disposition shall be by destruction or deletion of data.

☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[]

3. Schedule of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable.

☐ By []

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Decatur Public School District 61 ("Originating LEA") which is dated _____, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: _____.

PROVIDER: Nearpod Inc.

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Decatur Public School District 61 and Nearpod Inc.

****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

Subscribing LEA:

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks

2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input checked="" type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G" - Supplemental SDPC (Student Data Privacy Consortium) State Terms for Illinois

Version IL-NDPAv1.0a (Revised March 15, 2021)

This **Exhibit G**, Supplemental SDPC State Terms for Illinois ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by and between Decatur Public School District 61

"LEA") and Nearpod Inc. (the "Local Education Agency" or "Provider"), is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. **Compliance with Illinois Privacy Laws.** In performing its obligations under the Agreement, the Provider shall comply with all Illinois laws and regulations pertaining to student data privacy, confidentiality, and maintenance, including but not limited to the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act ("MHDDCA"), 740 ILCS 110/, Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/, Identity Protection Act ("IPA"), 5 ILCS 179/, and Personal Information Protection Act ("PIPA"), 815 ILCS 530/, and Local Records Act ("LRA"), 50 ILCS 205/.

2. **Definition of "Student Data."** In addition to the definition set forth in **Exhibit C**, Student Data includes any and all information concerning a student by which a student may be individually identified under applicable Illinois law and regulations, including but not limited to (a) "covered information," as defined in Section 5 of SOPPA (105 ILCS 85/5), (b) "school student records" as that term is defined in Section 2 of ISSRA (105 ILCS 10/2(d)) (c) "records" as that term is defined under Section 110/2 of the MHDDCA (740 ILCS 110/2), and (d) "personal information" as defined in Section 530/5 of PIPA.

3. **School Official Designation.** Pursuant to Article I, Paragraph 1 of the DPA Standard Clauses, and in accordance with FERPA, ISSRA and SOPPA, in performing its obligations under the DPA, the Provider is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the LEA would otherwise use its own employees; is under the direct control of the LEA with respect to the use and maintenance of Student Data; and is using Student Data only for an authorized purpose and in furtherance of such legitimate educational interest.

4. **Limitations on Re-Disclosure.** The Provider shall not re-disclose Student Data to any other party or affiliate without the express written permission of the LEA or pursuant to court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, and MHDDCA. Provider will not sell or rent Student Data. In the event another party, including law enforcement or a government entity, contacts the Provider with a request or subpoena for Student Data in the possession of the Provider, the Provider shall redirect the other party to seek the data directly from the LEA. In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure.

5. **Notices.** Any notice delivered pursuant to the DPA shall be deemed effective, as applicable, upon receipt as evidenced by the date of transmission indicated on the transmission material, if by e-mail; or four (4) days after mailing, if by first-class mail, postage prepaid.

6. **Parent Right to Access and Challenge Student Data.** The LEA shall establish reasonable procedures pursuant to which a parent, as that term is defined in 105 ILCS 10/2(g), may inspect and/or

copy Student Data and/or challenge the accuracy, relevance or propriety of Student Data, pursuant to Sections 5 and 7 of ISSRA (105 ILCS 10/5; 105 ILCS 10/7) and Section 33 of SOPPA (105 ILCS 85/33). The Provider shall respond to any request by the LEA for Student Data in the possession of the Provider when Provider cooperation is required to afford a parent an opportunity to inspect and/or copy the Student Data, no later than 5 business days from the date of the request. In the event that a parent contacts the Provider directly to inspect and/or copy Student Data, the Provider shall refer the parent to the LEA, which shall follow the necessary and proper procedures regarding the requested Student Data.

7. Corrections to Factual Inaccuracies. In the event that the LEA determines that the Provider is maintaining Student Data that contains a factual inaccuracy, and Provider cooperation is required in order to make a correction, the LEA shall notify the Provider of the factual inaccuracy and the correction to be made. No later than 90 calendar days after receiving the notice of the factual inaccuracy, the Provider shall correct the factual inaccuracy and shall provide written confirmation of the correction to the LEA.

8. Security Standards. The Provider shall implement and maintain commercially reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Student Data from unauthorized access, destruction, use, modification, or disclosure, including but not limited to the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of the Student Data (a "Security Breach"). For purposes of the DPA and this Exhibit G, "Security Breach" does not include the good faith acquisition of Student Data by an employee or agent of the Provider or LEA for a legitimate educational or administrative purpose of the Provider or LEA, so long as the Student Data is used solely for purposes permitted by SOPPA and other applicable law, and so long as the Student Data is restricted from further unauthorized disclosure.

9. Security Breach Notification. In addition to the information enumerated in Article V, Section 4(1) of the DPA Standard Clauses, any Security Breach notification provided by the Provider to the LEA shall include:

- a. A list of the students whose Student Data was involved in or is reasonably believed to have been involved in the breach, if known; and
- b. The name and contact information for an employee of the Provider whom parents may contact to inquire about the breach.

10. Reimbursement of Expenses Associated with Security Breach. In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all costs and expenses that the LEA incurs in investigating and remediating the Security Breach, without regard to any limitation of liability provision otherwise agreed to between Provider and LEA, including but not limited to costs and expenses associated with:

- a. Providing notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law or contract;
- b. Providing credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the student's credit or financial security;
- c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA

15. **Termination.** Paragraph 1 of Article VII shall be deleted, and the following shall be inserted in lieu thereof: "In the event either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or been terminated. One party may terminate this DPA upon a material breach of this DPA by the other party. Upon termination of the DPA, the Service Agreement shall terminate."
16. **Privacy Policy.** The Provider must publicly disclose material information about its collection, use, and disclosure of Student Data, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document.
17. **Minimum Data Necessary Shared.** The Provider attests that the Student Data request by the Provider from the LEA in order for the LEA to access the Provider's products and/or services is limited to the Student Data that is adequate, relevant, and limited to what is necessary in relation to the K-12 school purposes for which it is processed.
18. **Student and Parent Access.** Access by students or parents/guardians to the Provider's programs or services governed by the DPA or to any Student Data stored by Provider shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this DPA.
19. **Data Storage.** Provider shall store all Student Data shared under the DPA within the United States.
20. **Exhibits A and B.** The Services described in Exhibit A and the Schedule of Data in Exhibit B to the DPA satisfy the requirements in SOPPA to include a statement of the product or service being provided to the school by the Provider and a listing of the categories or types of covered information to be provided to the Provider, respectively.

EXHIBIT "H"
Additional Terms or Modifications
 Version _____

LEA and Provider agree to the following additional terms and modifications:

This is a free text field that the parties can use to add or modify terms in or to the DPA. If there are no additional or modified terms, this field should read "None."

LEA and Provider agree to the following additional terms and modifications :

A. Article IV, Section 5, of the Standard Clauses is deleted in its entirety and replaced with the following language:

5. De-Identified Data : Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) marketing its products and services to other LEAs using only aggregate De-Identified Data; (2) assisting the LEA or other governmental agencies in conducting research and other studies; and (3) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (4) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented. Nearpod represents and warrants it will not use student personal information for third party marketing.

B. Article IV, Section 6 of the Standard Clauses is deleted in its entirety and replaced with the following language:

6. Disposition of Data. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after a period of 180 days. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as Exhibit "D". If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".

C. Article V, Section 2 of the Standard Clauses is deleted in its entirety and replaced with the following language:

2. Audits. Upon receipt of a written request from the LEA, received at least thirty (30) days in advance, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of the Student Data or any portion thereof. Such audit will be at the sole expense of the LEA and will be conducted during normal business hours and in a reasonable manner. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery Services to the LEA. Failure to cooperate with the requirements herein shall be deemed a material breach of the DPA. Audits may be conducted no more than once per calendar year, except in the case of a verified breach. Access to LEA will be provided to the extent that in Provider's reasonable discretion such access does not compromise the security of its operations or confidentiality of other customer data.

D. Article V, Section 4(3) of the Standard Clauses will be deleted in its entirety and replaced with the following language:

3. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request and receipt of an executed nondisclosure agreement, with a summary of said written incident response plan.

E. Article VII, Section 4 of the Standard Clauses will be deleted in its entirety and replaced with the following language:

4. Entire Agreement. This DPA, together with all exhibits, and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

F. Section 1 of Exhibit "G" shall be deleted in its entirety and replaced with the following language:

1. Compliance with Illinois Privacy Laws. In performing its obligations under the Agreement, the Provider shall comply with all Illinois laws and regulations pertaining to student data privacy, confidentiality, and maintenance, including but not limited to the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act ("MHDDCA"), 740 ILCS 110/, Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/, Identity Protection Act ("IPA"), 5 ILCS 179/, and Personal Information Protection Act ("PIPA"), 815 ILCS 530/, and Local Records Act ("LRA"), 50 ILCS 205/.

G. Section 4 of Exhibit "G" shall be deleted in its entirety and replaced with the following language:

4. Limitations on Re-Disclosure. The Provider shall not re-disclose Student Data to any other party or affiliate without the express written permission of the LEA or pursuant to court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, and MHDDCA. Provider will not sell or rent Student Data. In the event another party, including law enforcement or a government entity, contacts the Provider with a request or subpoena for Student Data in the possession of the Provider, the Provider shall redirect the other party to seek the data directly from the LEA (so long as legally permissible). In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure.

Standard Student Data Privacy Agreement

IL-NDPA v1.0a

School District or LEA

Decatur Public School District 61

and

Provider

Flocabulary, Inc.

This Student Data Privacy Agreement ("DPA") is entered into on the date of full execution (the "Effective Date") and is entered into by and between:

[Decatur Public School District 61], located at [101 W. Cerro Gordo St.
Decatur, IL 62523] (the "Local Education Agency" or "LEA") and
[Flocabulary, Inc.], located at [1855 Griffin Road, A280 Dania Beach, FL.] (the "Provider").

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
 - ☒ If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.
 - ☒ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit "H". (Optional)**
 - ☐ If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "Services").
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Maurice Payne Title: Director of IT

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

Phone: 217-362-3070 Email: mpayne@dps61.org

The designated representative for the Provider for this DPA is:

Name: Natali Barski-Meyman Title: Corporate Counsel

Address: 1855 Griffin Road, A290, Dania Beach, FL 33004

Phone: 3056775030 Email: vendorforms@nearpod.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: Decatur Public School District 61

By: _____ Date: _____

Printed Name: Maurice Payne Title/Position: Director of IT

Provider: Flocabulary, Inc.

By:  _____ Date: May 15, 2021

Printed Name: Jose Carrera Title/Position: CEO

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D."
7. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits**. No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in Exhibit "F". Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to Exhibit "H". Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in Exhibit "F". Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

Flocabulary licenses

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input checked="" type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input checked="" type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>
	Student app passwords	<input checked="" type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input checked="" type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input checked="" type="checkbox"/>
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	<input type="checkbox"/>
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application:	<input type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

EXHIBIT "C"

DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[]

☐ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

☐ Disposition shall be by destruction or deletion of data.

☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[]

3. Schedule of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable.

☐ By []

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Decatur Public School District 61 ("Originating LEA") which is dated _____, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: _____.

PROVIDER: Flocabulary, Inc.

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Decatur Public School District 61 and Flocabulary, Inc.

****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

Subscribing LEA:

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks

2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input checked="" type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G" - Supplemental SDPC (Student Data Privacy Consortium) State Terms for Illinois

Version IL-NDPAv1.0a (Revised March 15, 2021)

This **Exhibit G**, Supplemental SDPC State Terms for Illinois ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by and between
Decatur Public School District 61

"LEA") and _____ (the "Local Education Agency" or "Provider"), is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. **Compliance with Illinois Privacy Laws.** In performing its obligations under the Agreement, the Provider shall comply with all Illinois laws and regulations pertaining to student data privacy, confidentiality, and maintenance, including but not limited to the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act ("MHDDCA"), 740 ILCS 110/, Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/, Identity Protection Act ("IPA"), 5 ILCS 179/, and Personal Information Protection Act ("PIPA"), 815 ILCS 530/, and Local Records Act ("LRA"), 50 ILCS 205/.

2. **Definition of "Student Data."** In addition to the definition set forth in **Exhibit C**, Student Data includes any and all information concerning a student by which a student may be individually identified under applicable Illinois law and regulations, including but not limited to (a) "covered information," as defined in Section 5 of SOPPA (105 ILCS 85/5), (b) "school student records" as that term is defined in Section 2 of ISSRA (105 ILCS 10/2(d)) (c) "records" as that term is defined under Section 110/2 of the MHDDCA (740 ILCS 110/2), and (d) "personal information" as defined in Section 530/5 of PIPA.

3. **School Official Designation.** Pursuant to Article I, Paragraph 1 of the DPA Standard Clauses, and in accordance with FERPA, ISSRA and SOPPA, in performing its obligations under the DPA, the Provider is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the LEA would otherwise use its own employees; is under the direct control of the LEA with respect to the use and maintenance of Student Data; and is using Student Data only for an authorized purpose and in furtherance of such legitimate educational interest.

4. **Limitations on Re-Disclosure.** The Provider shall not re-disclose Student Data to any other party or affiliate without the express written permission of the LEA or pursuant to court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, and MHDDCA. Provider will not sell or rent Student Data. In the event another party, including law enforcement or a government entity, contacts the Provider with a request or subpoena for Student Data in the possession of the Provider, the Provider shall redirect the other party to seek the data directly from the LEA. In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure.

5. **Notices.** Any notice delivered pursuant to the DPA shall be deemed effective, as applicable, upon receipt as evidenced by the date of transmission indicated on the transmission material, if by e-mail; or four (4) days after mailing, if by first-class mail, postage prepaid.

6. **Parent Right to Access and Challenge Student Data.** The LEA shall establish reasonable procedures pursuant to which a parent, as that term is defined in 105 ILCS 10/2(g), may inspect and/or

copy Student Data and/or challenge the accuracy, relevance or propriety of Student Data, pursuant to Sections 5 and 7 of ISSRA (105 ILCS 10/5; 105 ILCS 10/7) and Section 33 of SOPPA (105 ILCS 85/33). The Provider shall respond to any request by the LEA for Student Data in the possession of the Provider when Provider cooperation is required to afford a parent an opportunity to inspect and/or copy the Student Data, no later than 5 business days from the date of the request. In the event that a parent contacts the Provider directly to inspect and/or copy Student Data, the Provider shall refer the parent to the LEA, which shall follow the necessary and proper procedures regarding the requested Student Data.

7. Corrections to Factual Inaccuracies. In the event that the LEA determines that the Provider is maintaining Student Data that contains a factual inaccuracy, and Provider cooperation is required in order to make a correction, the LEA shall notify the Provider of the factual inaccuracy and the correction to be made. No later than 90 calendar days after receiving the notice of the factual inaccuracy, the Provider shall correct the factual inaccuracy and shall provide written confirmation of the correction to the LEA.

8. Security Standards. The Provider shall implement and maintain commercially reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Student Data from unauthorized access, destruction, use, modification, or disclosure, including but not limited to the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of the Student Data (a "Security Breach"). For purposes of the DPA and this Exhibit G, "Security Breach" does not include the good faith acquisition of Student Data by an employee or agent of the Provider or LEA for a legitimate educational or administrative purpose of the Provider or LEA, so long as the Student Data is used solely for purposes permitted by SOPPA and other applicable law, and so long as the Student Data is restricted from further unauthorized disclosure.

9. Security Breach Notification. In addition to the information enumerated in Article V, Section 4(1) of the DPA Standard Clauses, any Security Breach notification provided by the Provider to the LEA shall include:

- a. A list of the students whose Student Data was involved in or is reasonably believed to have been involved in the breach, if known; and
- b. The name and contact information for an employee of the Provider whom parents may contact to inquire about the breach.

10. Reimbursement of Expenses Associated with Security Breach. In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all costs and expenses that the LEA incurs in investigating and remediating the Security Breach, without regard to any limitation of liability provision otherwise agreed to between Provider and LEA, including but not limited to costs and expenses associated with:

- a. Providing notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law or contract;
- b. Providing credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the student's credit or financial security;
- c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA

as a result of the security breach; and

- d. Providing any other notifications or fulfilling any other requirements adopted by the Illinois State Board of Education or under other State or federal laws.

11. Transfer or Deletion of Student Data. The Provider shall review, on an annual basis, whether the Student Data it has received pursuant to the DPA continues to be needed for the purpose(s) of the Service Agreement and this DPA. If any of the Student Data is no longer needed for purposes of the Service Agreement and this DPA, the Provider will provide written notice to the LEA as to what Student Data is no longer needed. The Provider will delete or transfer Student Data in readable form to the LEA, as directed by the LEA (which may be effectuated through Exhibit D of the DPA), within 30 calendar days if the LEA requests deletion or transfer of the Student Data and shall provide written confirmation to the LEA of such deletion or transfer. Upon termination of the Service Agreement between the Provider and LEA, Provider shall conduct a final review of Student Data within 60 calendar days.

If the LEA receives a request from a parent, as that term is defined in 105 ILCS 10/2(g), that Student Data being held by the Provider be deleted, the LEA shall determine whether the requested deletion would violate State and/or federal records laws. In the event such deletion would not violate State or federal records laws, the LEA shall forward the request for deletion to the Provider. The Provider shall comply with the request and delete the Student Data within a reasonable time period after receiving the request.

Any provision of Student Data to the LEA from the Provider shall be transmitted in a format readable by the LEA.

12. Public Posting of DPA. Pursuant to SOPPA, the LEA shall publish on its website a copy of the DPA between the Provider and the LEA, including this Exhibit G.

13. Subcontractors. By no later than (5) business days after the date of execution of the DPA, the Provider shall provide the LEA with a list of any subcontractors to whom Student Data may be disclosed or a link to a page on the Provider's website that clearly lists any and all subcontractors to whom Student Data may be disclosed. This list shall, at a minimum, be updated and provided to the LEA by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1).

14. DPA Term.

- a. **Original DPA.** Paragraph 4 on page 2 of the DPA setting a three-year term for the DPA shall be deleted, and the following shall be inserted in lieu thereof: "This DPA shall be effective upon the date of signature by Provider and LEA, and shall remain in effect as between Provider and LEA 1) for so long as the Services are being provided to the LEA or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first. The Exhibit E General Offer will expire three (3) years from the date the original DPA was signed."
- b. **General Offer DPA.** The following shall be inserted as a new second sentence in Paragraph 1 of Exhibit E: "The provisions of the original DPA offered by Provider and accepted by Subscribing LEA pursuant to this Exhibit E shall remain in effect as between Provider and Subscribing LEA 1) for so long as the Services are being provided to Subscribing LEA, or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first."

15. **Termination.** Paragraph 1 of Article VII shall be deleted, and the following shall be inserted in lieu thereof: "In the event either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or been terminated. One party may terminate this DPA upon a material breach of this DPA by the other party. Upon termination of the DPA, the Service Agreement shall terminate."
16. **Privacy Policy.** The Provider must publicly disclose material information about its collection, use, and disclosure of Student Data, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document.
17. **Minimum Data Necessary Shared.** The Provider attests that the Student Data request by the Provider from the LEA in order for the LEA to access the Provider's products and/or services is limited to the Student Data that is adequate, relevant, and limited to what is necessary in relation to the K-12 school purposes for which it is processed.
18. **Student and Parent Access.** Access by students or parents/guardians to the Provider's programs or services governed by the DPA or to any Student Data stored by Provider shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this DPA.
19. **Data Storage.** Provider shall store all Student Data shared under the DPA within the United States.
20. **Exhibits A and B.** The Services described in Exhibit A and the Schedule of Data in Exhibit B to the DPA satisfy the requirements in SOPPA to include a statement of the product or service being provided to the school by the Provider and a listing of the categories or types of covered information to be provided to the Provider, respectively.

EXHIBIT "H"
Additional Terms or Modifications
Version 1

LEA and Provider agree to the following additional terms and modifications:

This is a free text field that the parties can use to add or modify terms in or to the DPA. If there are no additional or modified terms, this field should read "None."

LEA and Provider agree to the following additional terms and modifications :

A. Article IV, Section 5, of the Standard Clauses is deleted in its entirety and replaced with the following language:

5. De-Identified Data : Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) marketing its products and services to other LEAs using only aggregate De-Identified Data; (2) assisting the LEA or other governmental agencies in conducting research and other studies; and (3) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (4) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented. Nearpod represents and warrants it will not use student personal information for third party marketing.

B. Article IV, Section 6 of the Standard Clauses is deleted in its entirety and replaced with the following language:

6. Disposition of Data. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after a period of 180 days. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as Exhibit "D". If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".

C. Article V, Section 2 of the Standard Clauses is deleted in its entirety and replaced with the following language:

2. Audits. Upon receipt of a written request from the LEA, received at least thirty (30) days in advance, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of the Student Data or any portion thereof. Such audit will be at the sole expense of the LEA and will be conducted during normal business hours and in a reasonable manner. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery Services to the LEA. Failure to cooperate with the requirements herein shall be deemed a material breach of the DPA. Audits may be conducted no more than once per calendar year, except in the case of a verified breach. Access to LEA will be provided to the extent that in Provider's reasonable discretion such access does not compromise the security of its operations or confidentiality of other customer data.

D. Article V, Section 4(3) of the Standard Clauses will be deleted in its entirety and replaced with the following language:

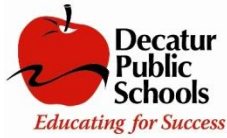
3. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request and receipt of an executed nondisclosure agreement, with a summary of said written incident response plan.

E. Article VII, Section 4 of the Standard Clauses will be deleted in its entirety and replaced with the following language:

4. Entire Agreement. This DPA, together with all exhibits, and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

F. Section 4 of Exhibit "G" shall be deleted in its entirety and replaced with the following language:

4. Limitations on Re-Disclosure. The Provider shall not re-disclose Student Data to any other party or affiliate without the express written permission of the LEA or pursuant to court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, and MHDDCA. Provider will not sell or rent Student Data. In the event another party, including law enforcement or a government entity, contacts the Provider with a request or subpoena for Student Data in the possession of the Provider, the Provider shall redirect the other party to seek the data directly from the LEA (so long as legally permissible). In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure.



Board of Education Decatur Public School District #61

Date: May 25, 2021	Subject: Resolution Authorizing the Disposal of Surplus Property at Johns Hill Magnet School
Initiated By: Maria Robertson, Director of Community Engagement	Attachments: Resolution
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The 2016-17 8th grade boys basketball team of Johns Hill defeated Hazel Crest's Jesse White School in IESA's Class 8-2A title game. Their 75-55 win led the team to their **FIRST State Title in school history**. In addition to the State Championship win, the Eagles had an impressive UNDEFEATED season with a final record of 24-0. Members of this remarkable eighth grade team were: Aaron Dabner (EHS), Dekglen DeJaynes, Jabryn Anderson (MHS), Brylan Phillips (MHS), Savion Hill (EHS), Jayvion Grier (MHS), Carl Dickerson (MHS), Nicholas Spannaus (MHS), Ryan Bartley (MHS) and Rodney Walker Jr. (EHS). These student athletes are now graduated seniors in DPS.

CURRENT CONSIDERATIONS:

The Community Engagement Office is requesting that the Board approve the Resolution Authorizing the Disposal of Surplus Property at Johns Hill Magnet School, boys basketball jerseys worn during the 2016-2017 basketball season and offer the surplus items to members of the state championship team.

FINANCIAL CONSIDERATIONS:

The District currently rotates school athletic uniforms every four years. The 2016-2017 Johns Hill boys basketball uniforms are due to be rotated out as new ones will be ordered for the upcoming season. Although the value of said uniforms is unknown, it is anticipated the value means more to the high school students that wore the jerseys when they represented Decatur Public Schools, Johns Hill Magnet School at a state level when they accomplished a State Title. 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 Johns Hill Magnet School, boys' basketball jerseys worn during the 2016-2017 season, as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

**RESOLUTION AUTHORIZING DISPOSAL OF SURPLUS ITEM
AT JOHNS HILL MAGNET 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 25th day of May, 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 May 25, 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



Board of Education Decatur Public School District #61

Date: May 25, 2021	Subject: Purchase of Grand Piano for Johns Hill Magnet School's Fine Arts Programs
Initiated By: Robert Prange, Principal, Johns Hill Magnet School	Attachments: Bids for Grand Piano
Reviewed By: Jeff Dase, Assistant Superintendent, Mary Ann Schloz, Assistant Director of Finance, Grants, and Special Projects and Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

As part of our Fine Arts Programs at Johns Hill, we are in need of a new State of the Art Grand Piano to enhance our Music Programs. Our current Grand Piano has been assessed by the District's Piano Tuner and he has stated that it would not make the move to our new building. The Grand Piano will be used by our school for our Musical Programs and also for Guest Performances by Concert Pianists.

CURRENT CONSIDERATIONS:

The bid summary is attached. The bid from Cordogan's Pianoland includes the Grand Piano, matching bench, tuning and prep, on-site tuning warranty, parts and labor, as well as complementary white-glove delivery service, which includes unpackaging and assembly on site.

FINANCIAL CONSIDERATIONS:

Our original Grand Piano will be replaced. The total cost is \$29,385.00.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the bid to Purchase a Grand Piano for Johns Hill Magnet School's Fine Arts Programs as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

Grand Piano
Bid Analysis Spreadsheet

Bid Request# 2021-17

Date: 5/18/21 10:00 a.m.

Copies to: ROB PRANGE, Joanie Watson

Authorized person opening bid: Joanie Watson - Coordinator of Purchasing

VENDOR NAME:

Cordogan's Pianoland

Piano Network of IL

Vendors who did not respond:

Kawai GL50 Grand Piano

\$28,990

Three (3) bids rejected -
Did not bid Kawai brand

The Music Shoppe of Normal
House of Music
Musicians Friend

SUBTOTAL:

\$28,990.00

SHIPPING:

\$395.00

TOTAL:

\$29,385.00

DELIVERY DATE:

30 days or July per request

TERMS:

Net 30 Days

REQUEST FOR BID

(THIS IS NOT AN ORDER)

Board of Education
Decatur School District #61
Purchasing Department
101 W Cerro Gordo
Decatur IL 62523

Bid Number: 2021-17
Bid Title: Kawai GL50 Grand Piano
Date: Wednesday, May 5, 2021

SUBMISSION OF PROPOSALS AND CLOSING DATES: Sealed bids will be received by the Purchasing Department , 101 W Cerro Gordo, Decatur, Illinois, up to 10:00 a.m. on Tuesday, May 18, 2021, and will be publicly opened at the stated time.

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

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

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

See attached: Specifications for Kawai GL50 Grand Piano (1 pg.)
Terms and Conditions (1 pg.)

Article or Service: _____

Grand Total: \$ \$29,385⁰⁰

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

Federal Employment Identifications No. 37-6003-703

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

Cash Discount Terms: 2%10 Net 30

Approx. Delivery Date: July as requested. Days

Firm Name: Coradogans Pianoland

By: Rick Hansen

Address: 33w441 Rt 38 P.O. Box 514

Must Be Signed
City: Geneva State: IL

Zip Code: 60515

Office Ph. 630-584-5000

Cell Ph. 708-822-9477

Email: rhansen@chicagopianos.com.



Decatur School District # 61

Purchasing Department

101 W Cerro Gordo

Decatur IL 62523

Kawai GL50 Grand Piano

Bid# 2021-17

Date Due: Tuesday, May 18, 2021, by 10:00 a.m.

Date: Wednesday, May 5, 2021

<u>Quantity</u>	<u>Specifications</u>	<u>Unit Price</u>
<u>1 each</u>	<u>New Kawai GL50 6' 2" Grand Piano with matching bench</u> <u>Tuning and prep in shop, on-site tuning, 10 yr. warranty to</u> <u>include parts and labor</u> <u>No Substitutes!</u>	<u>\$ 28,990</u>

* Must invoice by June 18, 2021, with delivery in July 2021.

Coordinate with Rob Prange at Ph. 217.362.3351.

<u>Subtotal:</u>	<u>\$ 28,990⁰⁰</u>
<u>Delivery and setup:</u>	<u>\$ 395⁰⁰</u>
<u>Total Cost:</u>	<u>\$ 29,385⁰⁰</u>

Bid F. O. B. Destination, one location:

State payment terms: Net 30 Days

State estimated delivery time frame: 30 Days or July per request.