

Rescheduled Regular Meeting
Monday, November 22, 2021 6:00 PM

Elementary Building
600 Cedar St
New Berlin, IL 62670

Agenda

- I. Call to Order
- II. Pretzel Shoutouts
- III. Public Comment (*Policy 2:230*)
- IV. Scheduled Audience Participation
 - Peyton Kirkpatrick/Olga Lopez, School Social Workers
 - Tim King, Kings Financial Consulting Inc.
- V. Adjustments to Agenda
- VI. **Financial Report(s)**
 - A. Bills Payable & Imprest Fund
 - B. Student Activity Funds
 - C. Payroll
 - D. Treasurer's Report
- VII. **Reports and Recommendations**
 - A. Director Reports
 1. Transportation Director
 2. Food Services Director
 3. Elementary Facility Director
 4. JH/HS Facility Director
 - B. Administrator(s)
 1. Mrs. Brandi Maxedon, Elementary Principal
 2. Mr. Chaim McGuire, JH Principal
 3. Mrs. Hattie Llewellyn, High School Principal
 4. Mr. Blake Lucas, District Athletic and Activities Director
 - C. Superintendent
 1. Mrs. Jill Larson, Superintendent
 - LLCC College Now
 - Teacher Shortage
 - Mask Mandate
 - Testing Supplies
 - Phase 6 Timeline
 - Vaccine Mandate/Current Mandates for Whole State
 - Creating Matrix to Loosen Mitigation Strategies
 - Nutritional Program Supply Shortage
 - Professional Review Panel
 - Spring Legislative Session
 - Article on Future Labor Market
 - Use of E-Learning Days for Inclement Weather
 - School Board Member Recognition Day-November 15

VIII. **Consent Agenda**

- A. Open Session Minutes of October 28, 2021
- B. Open Session Minutes of October 20, 2021
- C. Closed Session Minutes of October 20, 2021

IX. **New Business**

- A. Report from IASB Convention
- B. Approve 2021 Tentative Tax Levy
- C. Set Truth in Taxation Hearing for December
- D. Approve the Transportation Standard Operating Procedure Manual
- E. Approve the Purchase of RouteFinder Plus Software
- F. Consideration and action on a resolution of intent to issue \$1,275,000 Working Cash Fund Bonds to increase the District's working cash fund
- G. Approve School Improvement Reports (Elementary, Junior High and High School)
- H. Destroying of Executive Session Tapes for the Month(s) of April 2020 and prior

X. **Executive Session** - For the purpose of:

- A. *The appointment, employment compensation, discipline, performance, or dismissal of specific employees of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee or against legal counsel for the District to determine validity. 5 ILCS 10/2(c).*
- B. *Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2)*

XI. ***Personnel Consent Agenda-** *As presented and recommended, pending proper certification and/or requirements including fingerprint results deemed acceptable by the BOE (Policy 5:280)*

- A. Isabella Albarracin as NBE Paraprofessional
- B. William Talbert as Bus Driver
- C. Trudy Kunz as Part Time Cook
- D. Alex Kruckeberg as Long Term Substitute Teacher/Paraprofessional
- E. Resignations:
 - Mary Gipson-JH Paraprofessional
 - Jeni McDonald-JH/HS Volleyball Coach

XII. **Adjournment**

NB School Social Work Services

2021/2022 School Year

An Average Day...

- Counseling
 - Scheduled vs. In-the-moment
 - 5-8 students per building each day
 - Individual vs. group counseling
- Advocating for students
- Consulting with staff members
- Communicating with families

Caseloads

- As of 11/16/2021:

| | Elementary | Junior High | High School |
|---------------------------------|-------------------|--------------------|--------------------|
| Students Regularly Seen: | 34 | 37 | 31 |

- 45 new social work referrals this year

This Year Compared to the Last Two

| | October 2021 | October 2020 | October 2019 |
|--------------------|--------------|--------------|--------------|
| Counseling: | 64.25 hours | 14.33 hours | 28.75 hours |
| Consults: | 113 | 68 | 34 |

- Students and staff are taking advantage of the additional services!

Additional Duties

- Providing crisis support
- Day-to-day problem-solving
- Participating in meetings
 - With staff members, parents, etc.
 - Admin meetings, PBIS, Problem-Solving Teams, etc.
- Reviewing data
 - Panorama Student Success platform
- Connecting students and families with resources
 - Making referrals as needed
- Serving as McKinney-Vento Liaisons
 - 12 students (from 8 families) in district who are McKinney-Vento eligible

The Impact of COVID-19

- Significant, sudden change
- Isolation during quarantine periods
 - Difficulty monitoring and reaching students from afar
 - Loneliness, and limited social interaction
 - For some, increased anxiety returning to school
- Fear of illness or death

Supports provided last year:

- Many calls and emails, Zoom meetings, Pretzel Pick-Me-Ups, and in-person counseling when possible
- Anxiety in the Classroom presentation for staff

Current Challenges

- Adjusting to new routines
- Getting students caught up socially, emotionally, and academically
- Managing increased anxiety and interpersonal conflict
- Promoting consistent attendance and participation
- Dealing with pandemic fatigue
- Supporting all stakeholders

However: Being back in person is huge! It's been a hard year, but we're moving in the right direction.

It Takes a Village...

- Big Shout-out to the Pretzel Community!!
 - Administration, teachers, and support staff
 - Students and clubs
 - Community members and organizations
 - Angel Tree Committee
 - Local churches
 - Loami Food Pantry
 - Private donors
 - Lincoln Prairie
 - ROE #51
 - ... and many more!

New Berlin CUSD #16
Facilities Work Progress Report for JH/HS
Board Report for Oct/Nov 21

| Work to Begin or in Progress | Description | Update |
|------------------------------|--|--|
| Outside stuff | Painted bus course for bus training. | Done. 10/6/21 |
| Outside stuff | Aerated football field and seeded it. | Done. |
| Outside stuff | Leveled out rock where bus rudded up and put new rock in holes. | Done. |
| Boy restroom | Put dispenser back on wall after someone ripped it off the wall. | Done. |
| Outside stuff | Water football field. | Done |
| Girls restroom | Fixed door on stall. | Done. |
| Weight room | Hung wall dip mount station for fitness teacher. | Done |
| Weight room | Put new filter in water fountain. | Done |
| Kltchen | Put new batterys in scrubber | Done |
| By Greenhouse | Leveled ground and moved rock for new shed. | Done. |
| Outside stuff | Sprayed weeds around greenhouse, softball field, and batting cage. | Done |
| Room 341 | Hung cork board | Done |
| Court yard | Set up for fall dance. | Done |
| All Jr/Sr high school | Did are Co2 monthly inspection. | Done |
| All Jr/Sr high school | Did are monthly fire extingusisher inspection. | Done |
| All Jr/Sr high school | Did are monthly exit/emergency light inspection. | Done |
| Outside stuff | Stuff water off to spinkler system off to the baseball field. | Done. |
| Hot water loop boiler room | Turn boiler on. Been watching and controlling pressure in system | Done |
| Hot water loop boiler room | Changed filter to boiler system | Done |
| Steam boiler | Turn boiler on. Worked fine for a day. Started having problems on day two. The condensation motor when bad. Put new motor on boiler. It working as of right now. | Done. Prairie State did this. Waiting on bill. |
| PE office | Fixed washer. Cleaned filter | Done. |
| Outside stuff | Cut brush and trees from ag mum plot and by white house on corner. | Done. |
| Outside stuff | Brought sprinkler system from football field inside and winterize it. | Done. |
| Outside stuff | Cleaned up paint sparyers and done some maintenance on them. | Done. |
| Maintenance office | Ordered 5 new teachers chairs. | Done |
| Junior high | Put 3 new heat exchagers in three RTUs. Some parts are covered under warranty. Labor is not. | Done. Prairie State did this. Waiting on bill. |
| Junior high | Fix holes on roof. | Done. |
| Old gym | Put 3 new LED light bulbs up. | Done. |
| Room 341 | Put teacher chair together for Social Worker | Done. |
| Outside stuff | Took scrap to junk yard. | Done |

| | | |
|-----------------------|---|----------------------|
| Room 407 | Hung cell phone holder. | Done. |
| Modular Building | Winterize modular building. | Done |
| Restroom Trailer | Winterize restroom trailer | Done. |
| Concession Stand | Winterize concession stand. | Done. |
| Outside stuff | Winterize water meter for football sprinkler system. | Done. |
| All Jr/Sr high school | Getting ready for the ROE annual walk through | Done |
| High school | Fixed exit light. | Done |
| Room 327 | Fixed fire detector. | Done |
| Outside stuff | Took down all footbal signs around track/football field. | Done |
| All Jr/Sr high school | Walk around with ROE for annual walk through | Done. |
| Boy locker room | Put new toilet seat on toilet | Done. |
| Girls restroom | Fixed toilet | Done. |
| High school | Fixed locker | Done. On going thing |
| Room 423 | Fixed door latch. | Done. |
| Outside stuff | Took paint sparyer to Sherwin Williams to get worked on. | Done. |
| Steam boiler | Drained steam boiler and filled it back up. Steam boiler won't pump water back in the boiler. We have to manually twice a day to keep boiler going. Waiting on Prairie State to work on it. | Done. |
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November 2021 Board Report

TO: NBCUSD #16 Board of Education, Mrs. Jill Larson, Superintendent
From: Brandi Maxedon, Elementary School Principal
Shelley Haas, Elementary Assistant Principal

School/Building Improvement:

- The Building Leadership Team met to write the SIP. This team analyzed the data and identified several different strategies to help our students learn and grow.
- There are 7 students in grade 2-5 attending tutoring on Tuesday and Thursday after school. Tutoring is focusing on reinforcing skills for individual students.
- Ninety-five percent of our parents attended parent teacher conferences on October 27th & 28th. Parents were given MAP scores for K-5th grade students as well as IAR scores for 4th & 5th grade students.

Curriculum and Instruction

- Grade level staff used the 2:21 release day to plan a day of academic activities for Veterans Day to teach our students about the military, respecting the flag and national symbols, and our military. Each grade-level completed several activities on 11-12.
- Ms. Kirkpatrick has been visiting each classroom during the month to teach an SEL lesson. Classroom teachers also incorporate SEL into the classroom on a weekly basis.

Assessment -

- MAP and F&P benchmark assessments will be taking place starting Nov. 15-December 16th.

Professional Development:

- All certified staff members attended a de-escalation training on November 12th. This training teaches how to identify students in crisis and then strategies to help teachers interact with students in a supportive manner before the situation escalates.
- All paraprofessionals attended training provided by Mrs. Larson or Mrs. Horn from SASSED.

Pretzel Positives:

- Ms. Molnar, Mrs. Cooper, and Mrs. Rout did a great job planning the first Costume Parade and Trunk or Treat for the Pre-K-5th grade students. The students, staff and parents had a great day!
- All Staff worked together to teach our students about Veterans Day.
- Mrs. McQuality organized Veteran Day recognition activities here at NBE. She designed the Veteran recognition posters that were brought in and created a Fallen Soldier Table in the cafeteria. Thank you to Mrs. McQuality for ensuring our local Veterans were recognized.
- Mrs. Rupnik led our students in an art project to decorate the Veterans wall located in the main entrance.
- The 1st Grade students made character pumpkins and invited the school to see their hard work.
- Mrs. Pecoraro, Mrs. Rupnik, and Mrs. Ward organized all the activities for Virtual Family Reading Night on November 18th. Thank you for all of your hard work!
- The VIP Team planned a building potluck that allowed the staff to enjoy a short lunch together before our training on 11-12.
- The PBIS team made the decision to recognize a student from each class each week. This allows us to recognize 22 students a week rather than only 6 a week. The students that are picked get to

pick a treasure as well as a coupon to DQ or Culvers for free ice cream. Keep up the great work Pretzels!!

- Miss. Workman organized the Pack the Pantry Food Drive to collect non-perishable food for the community. The 5th grade students collect the items and count them each day. Thank you 5th grade for helping our community!
- The PTO organized a treat day for the building on Thursday. Thank you to PTO and our parents for pitching in to show our staff we are THANKFUL for each of them.



Chaim McGuire, Principal

New Berlin Junior High

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Fax: 217-488-3107

November 2021 Board Report

TO: New Berlin CUSD #16 Board of Education, Jill Larson, Superintendent

From: Chaim McGuire, Junior High Principal

School/Building Improvement:

- NBHJ SIP Plan 21-22
- NBHJ SIP Presentation
- NBHJ Disciplinary Stats - 1st Qtr
- [NBHJ Academic Stats - 1st Qtr](#)

Curriculum and Instruction

- Formal Evaluations in beginning phases - removed student growth component.
- Survey for Electives sent to gain feedback from teachers. Beginning phases of course offerings and teaching assignments for the 22-23 school year.
- Academic support and RtI are in place and we continue to look for students in need and ways to get them the academic help that they need.

Assessment

- MAP testing beginning on Nov. 30th
- Panorama Testing taking place from Dec. 6-10

Upcoming Events

- Annual DodgeBall Tournament on Nov. 23rd
- Assembly with Terrence Talley Nov. 29th <https://terrencetalley.com/>
- Quarterly Incentive Assembly on Dec. 17th
- Quarterly Field Trip on Dec. 20th

Pretzel Positives

- Mrs. Wainman's Technology class has taken the JH Daily Announcements to a new level! Students have become the stars of the show and now record the announcements with special effects and style!

<https://www.youtube.com/playlist?list=PL8csOaprRLa7qNfnNI33jixCRGTn40uAc>

- The School Masters Literary Contest was held on Saturday, Nov. 13. Fantastic performances by . . .
 - Orié Knox & Carter Clair received a 1st for their performance of Batman: The Real Story Begins
 - Chase Reindl & Weston Brosi received a 2nd for their performance of Motor Mouth



Chaim McGuire, Principal

New Berlin Junior High

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- Isaac Bauman & Vince Catarinicchia received a 1st for their performance of Joe's Pizza: How May I Help You?
- Rylan Knepler received a 1st for her performance of The T-K
- Ella Aten received a 1st for her performance of The Cat's Meow

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Hattie Llewellyn, Principal

New Berlin High School

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Fax: 217-488-3207

November 2021 Board Report

TO: NBCUSD #16 Board of Education, Mrs. Jill Larson, Superintendent

From: Hattie Llewellyn, High School Principal

School/Building Improvement:

- [Q1 Prestigious Pretzel Data](#)
 - [Q1 Academic Stats](#)
 - [Q1 Behavior Stats](#)
- [21.22 NBHS School Improvement Plan](#)
- [21.22 NBHS School Improvement Presentation](#)

Curriculum and Instruction

- We will begin reviewing Science Curriculum in December for adoption for next school year.

Assessment -

- The week of November 29th, we will do the Winter MAP Benchmark Testing.
- The week of December 6th we will do our Winter Panorama Survey.

Upcoming Events:

- Terrence Talley - November 29th - Student Assembly at 8:30 am.

Pretzel Positives

October CACC Students of the Month - Carter Tomlin (Building Trades), Kailyn Middleton (Nursing Assistant), Kylie Periman (Welding)

Q1 Prestigious Pretzel Winners

Q1 Student of Character Winners

- A. Caring - Lily Pidcock**
- B. Citizenship - Ben Hermes**
- C. Fairness - Lauren Klump**
- D. Respect - Ethan Copeland**
- E. Responsibility - Landon Schutz**
- F. Trustworthiness - Maria Olson**

Q1 Pretzel Hero: Mr. Seth Hill

Congratulations to the NBHS Illinois State Scholars: Lainey Brewer, Cody Clair, Maria Olson, Julia Owens, Ben Small

FAFSA Status: ISAC is reporting we have 52% of our Seniors who have completed their FAFSA. This time last year we were at 59%. The previous year we were at 40%. We currently have 3 seniors that have completed the Opt Out Paperwork. The state average as of November 1st is 30% of high school seniors have completed their FAFSA or Alternative Application.



Hattie Llewellyn, Principal

New Berlin High School

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Recommendations:

- [Semester Exam Schedule to Post for Students](#) - The HS will dismiss for semester exams on Monday and Tuesday at 2:20. We have done this every year since we moved off of the block. On Monday, students that ride the bus go to the Dome and are supervised by a staff member until the busses arrive at 3:10.



October Board Report

Updated November 18 , 2021

Athletics

- **Resignation of Emily Berger as HS Assistant Volleyball Coach**

- **Resignation of Jeni McDoanld as HS Head Volleyball Coach and JH Assistant Volleyball Coach**

- **Open coaching positions:**
 - o **SADD Sponsor**
 - o **JH Assistant Volleyball Coach**
 - o **6th Grade Volleyball Coach**
 - o **JH Track (Girls) Head Coach**
 - o **JH Assistant Track Coach**
 - o **HS Assistant Track Coach**
 - o **HS Head Volleyball Coach**
 - o **HS Assistant Volleyball**

- **Team Rules:**
 - o **None at this time**

Pretzel Positives

- **Congratulations to our JH Girls basketball program! The 7th grade girls placed 2nd at the Sangamon County Tournament while the 8th grade girls finished 4th. Congratulations to the 7th grade team as they are MSM conference champions! Well done players and coaches!**
- **Congratulations to the 8th grade boys basketball team on their New Berlin Pretzel Tournament Championship! Congrats to all of the boys and the coaching staff!**
- **Shout out to the student body as well as the parents and community for their attendance at the games this month! Our crowds have been noticeably large and the kids truly appreciate the support from the school community!**



Lincoln Land Community College

Principal Llewellyn. Ashley Euler, Director of Student Services and I met with the Lincoln Land Community College representatives to express our disappointment in being notified on August 4 that the First Semester program was a no go. They shared the following with us:

- Current staffing doesn't allow a program off campus – in the past they have had a hard time filling First Semester of instructors wanting to travel to New Berlin and Pleasant Plains
- Currently over a dozen unstaffed classes on the main campus
- Many instructors that have not returned or have officially retired due to COVID-19
- Experiencing a shortage of employees as K – 12 districts
- Class sizes per the LLCC Collective Bargaining Agreement

We shared our concerns that many of our students have missed 18 months of being in high school and don't want to miss out on the high school experience. We understand that our students can take classes online, but many prefer in-person instruction. We even attempted to try to negotiate some kind of hybrid approach, however, due to lack of LLCC staff it is not possible at the present time. We also shared that not all students have the resources to drive out to LLCC on top of not being eligible for financial assistance as high school students. LLCC representatives shared that their Education Foundation is working on financial support for high school students that are not eligible for federal assistance. In addition, PELL is experimenting at a high school level.

Our students will be part of the College NOW program which is dedicated sections of high school students attending class on campus. These can be junior and senior year in generalized coursework. Springfield, Rochester, Williamsville, and Riverton currently are part of this program. At the conclusion of the meeting, we did state that we would like to set a goal of a hybrid approach for the Spring of 2023 if staffing improves.

Teacher Shortage

ISBE is currently engaged in several initiatives to address the teacher shortage. Residency grants, short term approvals and development of diverse educator recruitment plans are examples of work being done for recruitment and preparation.

ISBE created a group in 2020 to look closer at edTPA. The group did not find an acceptable alternative and recommended continuing edTPA with suggestions for improving implementation and monitoring. ISBE is currently implementing the recommendations from the group and the edTPA for licensure will remain waived for the duration of emergency public act.

Mask Mandate

Illinois is under a mask mandate and IDPH will need to make that determination. ISBE has not received any information regarding any kind of metric. However, ISBE has told IDPH this is something school districts are interested in implementing.

Testing Supplies

IDPH is closely watching stock of testing supplies. As of now, ISBE has not heard of any supply chain issues. Timelines for Shield testing supplies has been expedited and IDPH has executed an additional contract with a third-party vendor to do some of the same work the subcontractors are currently doing. If availability changes, ISBE will communicate that to the school districts.

In addition, school districts in Sangamon County that are using SHIELD have been notified that they changing third party vendors which is causing additional stressors in districts like training, scheduling, timing, etc.

Phase 6 Timeline

ISBE does not make decisions regarding phase timelines and IDPH has not communicated any changes at this time. Once ISBE receives information from IDPH, they will communicate that to the school districts.

Vaccine Mandate

At this time, ISBE has not been notified of any vaccine mandate and it would require a statutory revision. Once ISBE receives any notification of whether the vaccine will be mandated, they will communicate that to the school districts.

Current Mandates for Whole State

ISBE does not create the mandates that are put out to the districts. Once bills pass, the information is sent to ISBE and ISBE provides guidance to school districts.

Creating Matrix to Loosen Mitigation Strategies

This information comes from IDPH. ISBE does not make decisions regarding mitigations, but they will continue to communicate suggestions and feedback from school districts to IDPH.

Nutritional Program Supply Shortage

USDA has acknowledged there are nationwide issues with the supply chain shortages. Therefore, they have issued two waivers that can be utilized without formal approval. The first waiver is meal pattern flexibility. Districts should do the best they can to buy like foods and put on the menu. The second waiver is a no financial impact waiver. If districts are not able to be compliant, there will be no fiscal penalty. USDA also provided guidance for emergency procurement procedures. This allows school districts to reach out to other distributors and other warehouse stores. ISBE asks that districts retain documentation for local auditors.

A website was also launched that schools can access through the nutrition webpage. Communication examples are provided that can be sent to families in the district explaining that patterns are changing due to the supply chain shortage.

At this time, our Food Service Director, Heather Pidcock, has been able to secure additional frozen foods, canned and dry goods with the goal of having a month's worth on hand in the event that there is a shortage or delay.

Professional Review Panel

There is a panel of practitioners, experts, legislative leaders and advocates tasked with reviewing Evidenced Based Funding (EBF). One issue the panel is reviewing is how much of an impact on EBF would the requirement that, beginning in 2028-29, all students entering 9th grade must complete two years of a foreign language. The panel also monitors and review other legislative proposals and the impact they would have on EBF.

Spring Legislative Session

It is anticipated that the upcoming spring legislative session to be much lighter due to the primary being moved to June 28, 2022.

Article on Future Labor Market

On November 14, I sent out a link to the article, **The Demographic Drought** – How the approaching sansdemic (means without people) will transform the labor market.

Link: <https://www.economicmodeling.com/wp-content/uploads/2021/06/Demographic-Drought-V17.pdf>

As we are all experiencing throughout COVID, the workforce is vanishing. COVID is not to blame completely because there is a people shortage in the first place. The people shortage is caused by record number of baby boomers retiring, people voluntarily opting out of looking for work, and low birth rates. This people shortage will have a dramatic impact on the economy. During COVID, we all have experienced some inconvenience such as restaurants closing early or not open on time or not at all as well as delays in mail delivery, etc. As the article highlights, the number of people in the workforce has significantly dropped an additional one million in one year.

Conclusion

Superintendents continue to work with our professional organizations discussing the following topics that are challenges: Masking, COVID-19 testing and the shortage of teachers and bus drivers.

**COMMUNITY UNIT SCHOOL DISTRICT
#16 NEW BERLIN, ILLINOIS
October 28, 2021
MINUTES OF SPECIAL MEETING**

Vice President Kotner called the special meeting of the Board of Education, District #16, to order at 5:15 p.m. with Members Mann, Gordon, Marr and Williams. President Neuman and Member Brashear were absent.

Vice President Kotner opened the meeting with the Pledge of Allegiance.

Vice President Kotner opened the floor for public comment of which there was none.

Vice President Kotner asked for adjustments to the agenda, of which none were noted.

Vice President Kotner asked for a motion to enter executive session. No motion was made and failed.

A motion was made by Member Gordon and seconded by Member Mann to approve the consultant contract with Transportation and Residency Specialist, LLC. The motion passed on a roll call vote, 5-0. Vice President Kotner, Members Mann, Gordon, Marr and Williams voted yea.

A motion was made by Member Gordon and seconded by Member Marr to approve the recommendation of Seth Hill as Transportation Director. It was noted that he will continue teaching part time with the option to review the agreement. The motion passed on a roll call vote, 5-0. Vice President Kotner, Members Mann, Gordon, Marr and Williams voted yea.

A motion was made by Member Marr and seconded by Member Mann to approve United Health Care as the employee health insurance provider (one year). The motion passed on a roll call vote, 5-0. Vice President Kotner, Members Mann, Gordon, Marr and Williams voted yea.

A motion was made by Member Gordon and seconded by Member Marr to approve Guardian Dental and Vision as the employee dental and vision insurance carrier (two years). The motion passed on a roll call vote, 5-0. Vice President Kotner, Members Mann, Gordon, Marr and Williams voted yea.

A motion was made at 5:22 p.m. by Member Gordon and seconded by Member Marr to adjourn the meeting. The motion passed on a voice vote, 5-0. Vice President Kotner, Members Mann, Gordon, Marr and Williams voted yea.

The meeting adjourned at 5:22 p.m.

Secretary

President

**COMMUNITY UNIT SCHOOL DISTRICT #16
NEW BERLIN, ILLINOIS
October 20, 2021**

MINUTES OF REGULAR BOARD MEETING

President Neuman opened the meeting with the Pledge of Allegiance.

President Neuman called the Regular Board Meeting to order at 6:02 p.m. Members Kotner, Gordon and Marr were present. Member Mann, Brashear and Williams were absent.

The Superintendent offered Pretzel Shout Outs.

President Neuman opened the floor for public comment, of which there was none.

President Neuman asked for any adjustments to the agenda. There was a request to move Items 8B, C, E and F to the Personnel Consent Agenda as Items 10G, H, I, and J.

A motion was made by Member Gordon and seconded by Member Kotner to approve the financial reports. The motion passed on a roll call vote, 4-0. President Neuman, Members Kotner, Gordon, and Marr voted yea.

REPORTS:

The Elementary Principal highlighted the success of the PTO's Book Fair and the teachers work with the ELA curriculum.

The Junior High School Principal highlighted their Facemask Rockstars campaign to improve proper mask wearing, the 8th graders who participated in the Schoolmasters Leadership Conference, the upcoming dance and trivia night for Junior High Scholastic Bowl. The Principal reported that tutoring is being provided through early study hall, and the ZAP process is being reviewed.

The High School Principal highlighted student participation in the Mayor Youth Council, the Teacher Assistant Program for students and Future Teacher program.

The Athletic/Activities Director highlighted student athlete achievements. He updated the Board on the fall sports, the honoring of Keith Rector with the lifetime achievement award, New Berlin student's participation and success in co-op sports. He also informed the Board that there are discussions about forming a Sangamo Conference for Junior High sports and potentially participating in both the MSM and Sangamo conferences. He assured the Board that this was still in discussion and tentatively could happen in the 23-24 school year.

The Superintendent summarized results of the exit interviews conducted. She informed the Board of the 2021 IASB resolutions and that they need to be reviewed and responses given via email to the board president or superintendent. The Superintendent provided information on the evaluation instruments for approval, informed the Board of safety drill status, Return to Learn and provided a review of the second community engagement session.

A motion was made by Member Gordon and seconded by Member Marr to approve the Consent Agenda. The motion passed on a voice vote, 4-0. President Neuman, Members Kotner, Gordon, and Marr voted yea.

A motion was made by Member Kotner and seconded by Member Marr to approve the FMLA leave report. The motion passed on a voice vote, 4-0. President Neuman, Members Kotner, Gordon, and Marr voted yea.

A motion was made by Member Marr and seconded by Member Kotner to approve the board member reimbursement-Jenny Mann. The motion passed on a roll call vote, 4-0. President Neuman, Members Kotner, Gordon, and Marr voted yea.

A motion was made by Member Marr and seconded by Member Gordon to approve the destroying of executive session tapes for the Month(s) of March 2020 and prior. The motion passed on a voice vote, 4-0. President Neuman, Members Kotner, Gordon, and Marr voted yea.

A motion was made at 7:07 p.m. by Member Gordon and seconded by Member Marr to adjourn to executive session for the purpose of employment and collective bargaining matters. The motion passed on a voice vote, 4-0. President Neuman, Members Kotner, Gordon, and Marr voted yea.

A motion was made at 7:58 p.m. by Member Gordon and seconded by Member Kotner to return to open session. The motion passed on a voice vote, 4-0. President Neuman, Members Kotner, Gordon, and Marr voted yea.

A motion was made by Member Gordon and seconded by Member Marr to approve the Personnel Consent agenda (Michael Creek-JH/HS Custodian, Cameron Cummings-Permanent Substitute Teacher, Indra Perry-HS Assistant Scholastic Bowl Coach, Troy Sanson-Transportation Assistant/Bus Mechanic, Transportation Director to be named) on a roll call vote, 4-0. President Neuman, Members Kotner, Gordon, and Marr voted yea.

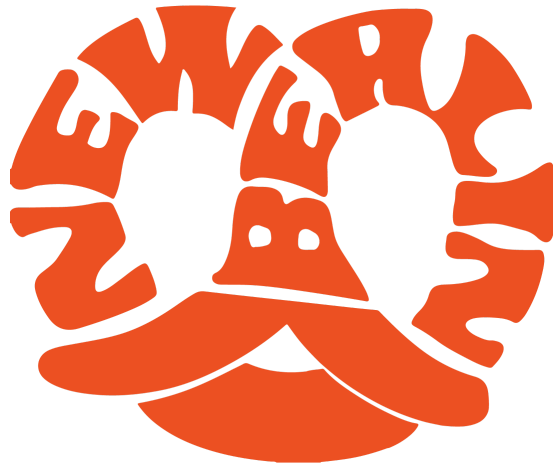
A motion was made by Member Gordon and seconded by Member Marr to approve the salary increase for Troy Sanson as assistant transportation director/mechanic. The motion passed on a roll call vote, 4-0. President Neuman, Members Kotner, Gordon, and Marr voted yea.

A motion was made at 7:59 p.m. by Member Kotner and seconded by Member Marr to adjourn the meeting. The motion passed on a voice vote, 4-0. President Neuman, Members Kotner, Gordon, and Marr voted yea.

The meeting was adjourned at 7:59 p.m.

Secretary

President



**TRANSPORTATION
DEPARTMENT
STANDARD OPERATING PROCEDURES**

**NEW BERLIN SCHOOL DISTRICT #16
TRANSPORTATION**

STANDARD OPERATING PROCEDURES

TRANSPORTATION

| | |
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The intent of this manual is to assist the New Berlin School District personnel in understanding the Standard Operating Procedures for specific elements within the Transportation department. The items covered in this guide are those common recurring items for which the procedures may not be commonly known. For those items that are not addressed in this guide, please contact the Director of Transportation or the Transportation Assistant at 488-2040, extension 235.

I. **TRANSPORTATION**

The Transportation department can be reached at 217-488-2040 Ex. 235 for any questions not specifically addressed in these operating procedures.

A. **TRANSPORTATION –**

- The Transportation department develops all bus routes within the district
- The software program Transfinder is used to assist in the development but NOT exclusively to create routes
- Everyone (*except high schools students within a mile and half from school; unless safety hazard*) of all students are offered bus transportation to and from school. This includes many daycares and babysitters. It does NOT include places of employment for parents or students
- All Pre-K and Kindergarten students must be met by an adult (parent or approved adult) when they disembark from buses, UNLESS parents have provided **written** authorization to allow Pre-K or Kindergarten student to be released to another person (older sibling, neighborhood students, etc. are allowed). That documentation must be kept on file in the Transportation office and on the bus.

B. **BUS NUMBERS, SCHEDULES, STOP TIMES AND LOCATIONS**

- Bus schedules are determined by the Transportation office. These times are established based on a number of factors. Morning routes times are usually determined starting with the required arrival time at school and working in reverse so that we can assure buses arrive at school on time. Afternoon routes are determined by starting with dismissal times and working forward.
- Bus stops are also determined based on a number of different factors as well. Stops are generally established based on geographical locations within specific areas. Current district policy dictates that stops will not exceed .4 miles from students' pick-up or drop off locations. This distance has generally been interpreted to equate to four (4) blocks. Generally, stops will be located at intersections for subdivisions and in-town stops. Most stops that are on rural routes will be at, or near, the student's pick-up or drop off address (home stop). Unless other physical limitations would apply.
- Office staff that have or receive questions about bus numbers, route times or stop locations can access Skyward under the transportation tab. Nightly uploads from Transfinder will populate the data in this tab each evening so changes to this data could be delayed up to 12 hours. This data will be available to parents/guardians in an effort to alleviate the number of calls requesting busing information.

C. **Field Trips**

The State of Illinois auditors, with respect to transportation, have defined field trips as those trips that:

- do not exclude any segment of the student population (*all students of a particular classroom, club, group, etc. are allowed to participate*);
- And are a part of the regular school day (*leaving after the regular start time and returning prior to regular dismissal time*);
- And, are not for the purpose of competitions or are not a part of any athletic event.

Due to these interpretations by the State’s auditors, the Transportation department, along with the Administrators of the District, have developed the following guidelines to help clarify when the Transportation department will provide transportation at District cost, when transportation will not be provided and when transportation will be provided at user cost.

- i. District defined field trip parameters-
 - Field trips may not be in excess of 90 miles in one direction (*as determined by Internet Map Quest*).
 - No field trip buses will arrive earlier than 15 minutes after the last scheduled morning drop off for all district schools. The last drop offs occur at 8:30 a.m. so buses will usually arrive by approximately 8:45 a.m. This usually means departure is close to 9:00 a.m. to allow for loading and accounting for all students.
 - When returning, buses must be at the school at least 15 minutes prior to the earliest time buses are scheduled to arrive at any school within the district. Buses are required to be at the elementary schools by 3:00 p.m. This means all field trips must concluded at the destination in sufficient time to allow loading and travel so buses are back and unloaded at their respective school by no later than 2:45 p.m.
 - Any club, group or organization wishing to have non-school sponsored transportation provided that is outside the established guideline will be required to pay the cost of transportation (*costs will vary from year to year depending upon total transportation miles divided by total transportation costs from the previous year. To find out the cost please contact the Transportation office*).

Building principals, or their designee, shall be responsible for signing off on all transportation requests (*field trips as well as athletic and co-curricular [clubs or other groups that would not be considered field trips or athletic] trips*). The expectation is that the Administrator signing off on the request will insure the requests have met the above guidelines. The Transportation department will also be reviewing requests to insure compliance. Any request that is received by the Transportation department that does not comply with the guidelines above will be returned to the corresponding building principal. There may be exceptions to the above guidelines after review with the Superintendent.

ii. Scheduling

- Approved field trips will be assigned drivers based upon Transportation guidelines. Those guidelines include selection based upon seniority lists and personal preferences of the drivers.
- In the event a field trip needs to be cancelled, the sponsor or administrator should contact the Transportation department as soon as it is known the trip is to be cancelled.
- In the event a field trip departure or return time is to be changed, the sponsor or administrator should contact the Transportation department as soon as it is known that an adjustment needs to be made.
- For any trip where a fee is charged to the riders (*field trips outside guidelines, club trips, class trips, fan buses, etc.*) the money collected should be forwarded to the Transportation office with the following information: Date of trip, destination of trip and the amount collected. The Transportation department will send a notification to the District office with the required information.

B. Bus Referrals –

Bus referrals are used to notify building administrators of issues on the buses that cannot be handled by the drivers or that are of sufficient severity that referrals are required. All bus drivers are instructed to handle minor issues on the bus. They receive some assertiveness training to assist them in the process. When a driver believes an event or activity is of such magnitude as to warrant building administrator notification, a School Bus Incident Report will be completed by the driver or monitor. This report should contain the school, name of the student, bus driver/monitor, date, and the specifics of the incident. These reports are submitted to the Transportation Office once the driver completes the form. The Transportation office will review the write up and fax them to the appropriate school as soon as the review is completed. Once the school administrator has addressed the issue, the resolution should be noted on the bottom of the form. The administrator should keep the original and one copy and the remaining copy should be returned to the Transportation office. This copy will be returned to the driver.

C. Complaints regarding bus drivers/routes/incidents

If an administrator receives a complaint regarding bus drivers, bus routes, or an incident that occurred on the bus, it is important that the administrator communicate that information to the Transportation department. Many times, a single complaint does not warrant changes being made to a route or having discussions with a particular driver. However, if the complaint is of a serious nature, immediate action may be necessary. In general, the parent need not contact the Transportation department directly if they have relayed the information to an administrator. Sometimes, parents prefer not to repeat the details of an

incident or about an issue. However, if they would prefer, they may contact the Transportation office to relay the details themselves.

Generally, the specifics we need are the nature of the complaint, the details with as many specifics as possible, follow up phone numbers so that we may contact the complainant, if necessary, and any other information that might be pertinent to the situation.



Contract, Software License & Hosting Agreement

Prepared for
New Berlin Community Unit School District 16
600 N Cedar
New Berlin, IL 62670

Prepared on 11/5/2021
by
Dave Sollecito

Transfinder
440 State Street
Schenectady, NY 12305
Phone: 800-373-3609
Fax: 518-377-3716

This document is your Transfinder® Software Contract & Software License Agreement. It is a contractual agreement between Transfinder and New Berlin Community Unit School District 16. It describes your rights and liabilities as they pertain to the use of your Transfinder Software System. To expedite this purchase, sign, fax, and mail this entire agreement, along with a purchase order, to Transfinder.

[This contract expires on 11/30/2021, if not signed and accepted.](#)

This is a non-transferable and non-exclusive Contract between Transfinder and New Berlin Community Unit School District 16 (Licensee). This Contract is subject to the specified terms and conditions for use of the program, product, optional features, and related materials. This Contract applies to any enhancements or improvements to which New Berlin Community Unit School District 16 may be entitled. This pursuant to the price terms described below. The provisions of the Contract include:

I. TRANSFINDER SOFTWARE SYSTEM TOTAL COST

| Software Modules | Qty | Year 1 | Year 2 |
|--|-------------|----------|----------|
| Routefinder PLUS includes: <ul style="list-style-type: none"> Single User Software License Routing and Scheduling System GIS Map Conversion for SANGAMON county Tools for route overlap analysis, Stop Sequence Optimization, and Policy Analytics Eligibility Assessment & Walk Zone definition Driver Certification Functionality Field Trip resource tracking, cost calculator, billing, invoicing, & reporting | 1 | \$10,595 | \$3,350 |
| Additional Routefinder PLUS Licenses | 1 | \$2,595 | \$900 |
| Satellite Imagery Service <ul style="list-style-type: none"> Adds a satellite layer to Routefinder | | Included | Included |
| Attendance Boundary Planning <ul style="list-style-type: none"> Manage School Attendance Boundaries Assess school zone changes for impact on students, grades, and school bus routes | | Included | Included |
| Transfinder Hosting Services powered by Amazon Web Services (AWS) <ul style="list-style-type: none"> Hosting includes database server, application servers, storage, and data maintenance Hosting Service is due with initial purchase and is included in the future Hosting Service | | Included | Included |
| Transfinder Software Retail Pricing | | \$13,190 | \$4,250 |
| Package Price Discount | | -\$7,200 | |
| Transfinder Software Promotional Pricing | | \$5,990 | \$4,250 |
| Implementation, Training and Professional Services | | | |
| Project Management <ul style="list-style-type: none"> Dedicated Project Manager assigned through Project Completion Manages Transfinder resources to meet Licensee's goals Project Manager will assist through 1st fall opening | | Included | |
| Data Management <ul style="list-style-type: none"> Data Engineer will create a custom import process for automating data updates with the Student Information System GIS Engineer will review available County GIS data with Licensee and convert GIS data for use in software | | Included | |
| Online Training <ul style="list-style-type: none"> Online Training timeframe begins on first completed training date Dedicated Trainer conducts Weekly Online Sessions Trainings conducted with Customer's Maps and Student Data | 6 Months | Included | |
| Transfinder University Livestream <ul style="list-style-type: none"> Routing System Proficiency Course 2 days of online training in a Routefinder PLUS training dataset Routefinder PLUS Certification provided upon successful completion of the class proficiency exam Class hours 8:30 am-5:00 pm Eastern Daylight Time | 1 | \$1,750 | |
| Technical Support & Software Updates <ul style="list-style-type: none"> Unlimited Online Technical Support Software updates and upgrades Access to Transfinder Community client resources portal for documentation, training videos, webinars, and report library | | Included | Included |
| Implementation, Training, and Professional Services Pricing | | \$1,750 | |
| Transfinder University Livestream Discount | | -\$1,750 | |
| TRANSFINDER SOFTWARE, TRAINING, PROFESSIONAL | | \$5,990 | \$4,250 |

| SERVICES AND HOSTING SERVICES TOTAL | | | |
|---|--------------------------|-------------------------|----------|
| <u>INITIAL SYSTEM COST:</u> | <input type="checkbox"/> | x _____ Initial here | \$5,990 |
| <u>ANNUAL SERVICE FEE FOR SUPPORT AND SOFTWARE HOSTING SERVICES:</u> | <input type="checkbox"/> | x _____ Initial here | Included |
| This fee is due upon the anniversary date of the initial software activation. | | | |
| | | | \$4,250 |

TRANSFINDER® SOFTWARE ANNUAL SUPPORT PROVISIONS

This is a declaration of your Transfinder Annual Support Provisions. It describes the benefits you enjoy as a Transfinder client “in good standing” by remaining current in your payment of your Annual Support Fees.

Routefinder PLUS Software System Annual Support

| | |
|--|----------|
| Unlimited Technical Support on for technology staff and for each site operator | Included |
| Software Upgrades and program enhancements as they are developed | Included |
| Access to MyTransfinder - an exclusive part of our website dedicated to your organization offering Training, User Manuals, our Knowledgebase, Download Capabilities and more | Included |
| Custom Data Integration module modifications and maintenance as needed | Included |

Viewfinder, Tripfinder, Stopfinder, Wayfinder and Infofinder I Software System Annual Support

| | |
|--|----------|
| Unlimited Technical Support on for technology staff and for each site operator | Included |
| Software Upgrades and program enhancements as they are developed | Included |

Servicefinder Annual Support

| | |
|--|----------|
| Unlimited Technical Support on for technology staff and for each site operator | Included |
| Software Upgrades and program enhancements as they are developed | Included |
| System maintenance of the Servicefinder server on the Transfinder Hosted Network | Included |

II. RESPONSIBILITIES

Data Conversion - New Berlin Community Unit School District 16 (hereinafter “District” or “Licensee”) will assist Transfinder in acquiring all the required student and school information for the Routefinder PLUS system. The data must be provided in required .csv, .xls, .txt, .dat, and .dbf file format and/or the Licensee will enter the data manually. Transfinder will convert the student and school data to the Routefinder PLUS system format.

Confidentiality - Transfinder will maintain the confidentiality of any and all personally identifiable information about staff, parents, students and any other school constituent unless Transfinder has the prior written permission of the Licensee. To the extent that Transfinder will come into possession of student records and information, and to the extent that Transfinder will be involved in the surveys, analysis, or evaluation of students, incidental to this agreement, Transfinder shall use its best efforts to comply with all requirements of the Family Educational Rights and Privacy Act. Transfinder shall be required to keep any and all student information it receives confidential and will not use the information for any purpose other than as necessary to provide the services to Licensee under this contract. Transfinder will delete and destroy the student and any other data provided by the Licensee from Transfinder’s servers after performing initial conversion and deliver the converted data to the Licensee or Transfinder Hosted Network (THN).

County Map Data - Transfinder will convert a compatible GIS map data provided by the Licensee or will provide commercially available map data as stated in Section I of this agreement.

Installation - SaaS Deployment - Hosted on Transfinder Hosted Network (THN) through Amazon Web Services (AWS). The Transfinder Software environment and all Licensee data files will reside on servers within the United States.

Activation - Activation, as defined here includes loading Routefinder PLUS files and map files required to support the licensee’s area, and student data resulting from the initial download and data conversion to the Transfinder Hosted Network (THN).

Training - Transfinder will provide system training as stated in Section I of this agreement. Additional Training may be purchased.

Hosting Services Uptime - Transfinder will exceed 99% uptime between 5:00AM and 5:00PM Eastern Monday through Friday (excluding holidays) to the Licensee. Maintenance periods are scheduled after business hours but Transfinder reserves the right to schedule maintenance periods during business hours that will not constitute downtime. Downtime refers to the inability to access the hosted environment. Standard support issues, which would occur in a locally installed environment, will not constitute downtime. Downtime will be calculated from the time Licensee reports an outage to the time Transfinder resolves the issue. Licensee must submit an email reporting downtime to support@transfinder.com.

Below is a schedule for compensation for Transfinder’s failure to meet the uptime requirements. Credits will be given toward future support fees. The downtime is calculated on a calendar year resetting January 1st. Transfinder agrees to credit Licensee as follows.

| Targeted Attainment | Actual Attainment | Credit Amount |
|---------------------|-------------------|--------------------------|
| 100% | 98% - 99% | Remedial Action |
| 100% | 97.99% - 95% | 4% of Annual Support Fee |
| 100% | < 95% | 5% of Annual Support Fee |

This uptime policy excludes anything that is reasonably outside of Transfinder's control including force majeure. To resolve technical issues Transfinder may require the cooperation of Licensee. If Licensee's Department of Technology (DoT) staff is unable or unwilling to assist Transfinder IT staff with resolving technical issues within 48 hours, Transfinder will not be held responsible for the resulting downtime from the time of Transfinder request for assistance from Licensee's DoT.

Remote Connectivity – Licensee must have a high-speed Internet connection and agrees to permit Transfinder Corporation to connect remotely to Licensee's computers and network for online training, support and software installation. Transfinder will connect to Licensee's computer(s) using secure remote desktop sharing technologies.

System Maintenance - Transfinder will provide on-line remote support, unlimited telephone support, updates, and revisions. In order to manage any changes in pupil transportation, Transfinder will upgrade Routefinder PLUS on a consistent basis to satisfy the growing demands of pupil transportation. There is not an additional charge for the upgrades unless they are unique for New Berlin Community Unit School District 16.

III. FEE & PAYMENT SCHEDULE

The Term of this agreement is for (1) one-year. The Transfinder Software system initial cost of \$5,990.00 is due upon execution of this agreement.

In accordance with the 1-year Term, Transfinder will provide Technical Support, Product Updates and Hosting Services to the Licensee for one year starting on the initial Activation Date. The costs for the Technical Support, Product Updates and Hosting Services are included.

Upon the completion of the initial 1-year term, the Licensee will have an option to continue to pay the Annual Service Fee amount of \$4,250.00, when due on the anniversary of the original Activation Date, in order to continue to receive Technical Support, Product Updates and Hosting Services from Transfinder. Transfinder will continue to provide software, hosting services and technical support, which includes system updates, to the Licensee as long as the Annual Service Fee is paid and kept current.

Future Annual Service Fee prices are subject to change given prior notice. Transfinder will notify Licensee of any annual support fee increases (60) sixty days in advance of the payment date.

If onsite training or services are purchased, the expenses for travel and living will be billed to Licensee at cost as incurred.

If not tax-exempt, any Federal and/or State Sales or local taxes are the responsibility of the Licensee. The Licensee acknowledges the responsibility by signing this contact.

All invoices will be paid, by or on behalf of the Licensee within (30) thirty-days.

IV. LATE PAYMENT

If any valid invoice rendered by Transfinder is not paid when due, in addition to such other rights, Transfinder shall reserve the right to, without limitation, suspend updates, maintenance, support services and consulting, training and implementation services. However, Transfinder shall give the Licensee written notice of non-payment and give the

Licensee fifteen days to cure prior to suspending any updates, maintenance, support services, consulting, training, and implementation of services.

V. LICENSE AGREEMENT

Grant of License: Transfinder grants the Licensee a non-exclusive, non-transferable license to use and access Routefinder PLUS, and the accompanying documentation on the Transfinder Hosted Network (THN). A Routefinder PLUS license is required for each concurrent user/computer accessing the THN. Transfinder retains the title to Routefinder PLUS and related materials. You agree to protect Routefinder PLUS from unauthorized use, duplication, reproduction, distribution, or publication. In addition, you will not allow any person, company, organization, or other entity to have access to Routefinder PLUS and related materials. Transfinder reserves all rights not specifically granted in this license. Routefinder PLUS is a © copyright of Transfinder. All rights reserved.

Non-permitted Uses: You may not make copies of Routefinder PLUS. You may not use Routefinder PLUS on a network unless you pay for and obtain a separate licensed Software package for each terminal or workstation from which Routefinder PLUS will be actually accessed. You may not rent, lease, sub-license, timeshare, or lend Routefinder PLUS under this license. You may transfer it on a permanent basis if the person receiving it agrees to the terms and conditions set by Transfinder. You may not alter, decompile, disassemble, or reverse-engineer Routefinder PLUS, or make any attempt to unlock or bypass the initialization system or encryption techniques utilized by Routefinder PLUS. You may not remove or obscure Transfinder or any other copyright and trademark notices.

Duration: This agreement is effective from the day you sign the Contract. Your license continues until terminated. This license will terminate automatically without notice from Transfinder if you fail to comply with any provisions of this license, subject to the terms and conditions of article VII. Upon termination, you destroy all written materials, the Routefinder PLUS software, data and all software and data copies. Transfinder can also enforce its other legal rights.

General Terms: Only a written agreement authorized by both the Licensee, and Transfinder's President/CEO, shall constitute a warranty or increase the scope of this warranty. This warranty gives you specific legal rights. You may have other rights, which vary from state to state. This Limited Warranty is governed by the laws of the State of New York and shall benefit Transfinder its successors and assignees.

VI. LIMITED WARRANTY

Covering Routefinder PLUS Sale of Software: Routefinder PLUS is a customized product. Transfinder warrants the training and technical services will be provided in good and workman like manner. Furthermore, Transfinder guarantees that the software sold will be free of gross negligence. You assume the entire risk as to the results and performance of the Software. The software has not been sold on a trial basis, and the Licensee acknowledges that it has seen a demonstration and had ample opportunity to view the product in operation using Transfinder's reference list, which has been provided. Neither Transfinder nor anyone else who has been involved in the creation, production, or delivery of this product shall be liable for any direct, indirect, consequential, or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use, misuse, or inability to use such product even if Transfinder has been advised of the possibility of such damages. In no event shall Transfinder's liability exceed the amount paid for the software.

Bankruptcy: All rights and licenses granted under or pursuant to this Agreement by Licensor to Customer are, and shall otherwise be deemed to be, for the purpose of Section 365(n) of the U.S. Bankruptcy Code, and any similar or successor federal statute, all as the same shall be in effect at the time (the "Bankruptcy Code"), licenses of rights to

“intellectual property” as defined under Section 101 of the Bankruptcy Code. The parties agree that Customer, as a licensee of such rights under this Agreement shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The parties further agree that, in the event of an adjudication of a bankruptcy proceeding by or against Licensor under the Bankruptcy Code, Licensee shall be entitled to a complete access to, as appropriate any such intellectual property and all embodiments (including source code) of such intellectual property, and same, if not already in its possession shall be promptly delivered to Licensee upon Licensee’s written request (i) upon any such adjudication of a bankruptcy proceeding, unless Licensor elects to continue to perform all of its obligations under this Agreement; or (ii) if not delivered under (i) above, upon the rejection of this Agreement by or on behalf of Licensor. Licensee shall have the right to modify, adopt and prepare derivative works based on such intellectual property only for maintenance, support and internal development purposes. Nothing herein implies the transfer of property rights but deals only with access to such software or source code.

VII. BREACH AND TERMINATION

If Licensee shall have committed a material breach of this Agreement, then Transfinder may give written notice of such breach, and Licensee shall have (60) sixty-days within which to cure. If Licensee fails to cure such breach within such (60) sixty-day period, then Transfinder shall have the right to terminate this Agreement.

If Transfinder shall have committed a material breach of this Agreement, then Licensee may give written notice of such breach, and Transfinder shall have (60) sixty-days within which to cure. If Transfinder fails to cure such breach within such (60) sixty-day period, Licensee then shall have the right to terminate this Agreement.

If the default relates to the original Licensing fee (**\$5,990.00**) when due, then Transfinder, at its option may affirm the agreement and recover the full purchase price and agreed expenses, plus costs of collection, including attorney fees; or may terminate this agreement and has the right to remove all access to and or remove all original software product, installation modifications, work product, including any product upgrades and any local copies thereof, if any; and will further be entitled to all its reasonable costs in delivering, installing, modifying the program, and training Licensees employees including legal fees if any reasonably required to recover same.

VIII. NOTICE, SEVERABILITY & JURISDICTION

Notice: Service of all notices under this Contract shall be mailed by Certified Mail, Return Receipt Requested to the party involved at its respective address herein before setting forth or at such address as the party may provide in writing from time to time.

Severability: If any provision or portion thereof of this Contract is invalid under any applicable statute or rule of law it is so to that extent to be deemed omitted from this Contract and with the balance of the Contract remaining in full force and effect.

Jurisdiction: This is a New York Contract to be interpreted under the laws of New York. The parties agree that all disputes arising under this Contract that cannot be settled between the parties shall be resolved in the courts located in New York. This Contract represents our entire understanding and agreement between the parties regarding the Routefinder PLUS system and supersedes any prior purchase order, communications, advertising, or presentations. This license may not be changed verbally, but only by agreement in writing, signed by authorized representatives of both parties. If any provisions of this Contract shall be unlawful, void, or for any reason unenforceable, it shall be deemed severable from, and shall in no way affect the validity or enforceability of the remaining provisions of the Contract. This Contract will be governed by the laws of the State of New York and shall benefit Transfinder, its

successors and assignees. Licensee consents to jurisdiction in the state and federal courts located in the State of New York.

TRANSFINDER

Antonio Civitella, President/CEO

Name and Title

Authorized Signature

Date

LICENSEE – New Berlin Community Unit School District 16

Federal Tax ID#: _____

Purchase Order #: _____

X

Name and Title

Authorized Signature

Date

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

RESCHEDULED REGULAR MEETING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education (the “*Board*”) of Community Unit School District Number 16, Sangamon and Morgan Counties, Illinois, and as such official I do further certify as follows:

1. That at the regular meeting of the Board held on the ___ day of _____, 2021, the regular meeting of the Board scheduled for the 18th day of November, 2021, was rescheduled to the 22nd day of November, 2021 (the “*Meeting*”), and that notice thereof was given to the members of the Board in writing, stating the time, place and purpose of, and including the agenda for, the Meeting (the “*Board Notice*”).

2. That the Board Notice was served upon all of the members of the Board by personal service or mail or by facsimile or electronic transmission not less than 48 hours before the Meeting.

3. That the _____, the same being all of the news media that have filed a request for such notice, were also given the Board Notice in the same manner as was given to said members of the Board.

4. That attached hereto as *Exhibit 1* is a true, correct and complete copy of the minutes of the regular meeting of the Board held on the ___ day of _____, 2021, evidencing the rescheduling of the Meeting.

5. That attached hereto as *Exhibit 2* is a true, correct and complete copy of the Board Notice.

6. That on or before the 19th day of November, 2021, public notice of the Meeting, including the agenda for the Meeting, was posted at the New Berlin Elementary School, 600 Cedar Street, New Berlin, Illinois, the same being the principal office of the Board (the “*Public Notice*”),

and that at least one copy of the Public Notice was continuously available for public review during the entire 72-hour period preceding the Meeting.

7. That on said day the Public Notice was also supplied to the news media listed in paragraph 3 hereof.

8. That attached hereto as *Exhibit 3* is a true, correct and complete copy of the Public Notice.

9. That the Meeting was duly called, noticed and held in strict compliance with all of the provisions of the Open Meetings Act of the State of Illinois, as amended, the School Code of the State of Illinois, as amended, and the resolutions, rules, regulations and proceedings of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 22nd day of November , 2021.

Secretary, Board of Education

MINUTES of a rescheduled public meeting of the Board of Education of Community Unit School District Number 16, Sangamon and Morgan Counties, Illinois, held in the New Berlin Elementary School, 600 Cedar Street, New Berlin, Illinois, in said School District at 6:00 o'clock P.M., on the 22nd day of November, 2021.

* * *

The President called the meeting to order and directed the Secretary to call the roll.

Upon the roll being called, Stephanie Neuman, the President, and the following members were physically present at said location: _____

The following members were allowed by a majority of the members of the Board of Education in accordance with and to the extent allowed by rules adopted by the Board of Education to attend the meeting by video or audio conference: _____

No member was not permitted to attend the meeting by video or audio conference.

The following members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The President announced that in view of the current financial condition of the District, the Board of Education would consider the adoption of a resolution declaring its intention to issue \$1,275,000 working cash fund bonds pursuant to Article 20 of the School Code and directing that notice of such intention be published.

Whereupon Member _____ presented and the Secretary read by title a resolution as follows, a copy of which was provided to each member of the Board of Education prior to said meeting and to everyone in attendance at said meeting who requested a copy:

RESOLUTION declaring the intention to issue \$1,275,000 Working Cash Fund Bonds of Community Unit School District Number 16, Sangamon and Morgan Counties, Illinois, for the purpose of increasing the Working Cash Fund of said School District, and directing that notice of such intention be published in the manner provided by law.

* * *

WHEREAS, pursuant to the provisions of Article 20 of the School Code of the State of Illinois, and all laws amendatory thereof and supplementary thereto (the "*Code*"), a fund to be known as a Working Cash Fund (the "*Fund*") may be created and maintained in and for Community Unit School District Number 16, Sangamon and Morgan Counties, Illinois (the "*District*"), in the manner prescribed in the Code, for the purpose of enabling the District to have in its treasury at all time sufficient money to meet demands thereon for expenditures for corporate purposes; and

WHEREAS, the District has heretofore created and maintained such Fund in the manner prescribed by the Code; and

WHEREAS, under the provisions of the Code, the Board of Education of the District (the "*Board*") is authorized to incur an indebtedness and issue bonds as evidence thereof (the "*Bonds*") for the purpose of increasing the Fund; and

WHEREAS, the Board has determined and does hereby determine that it is advisable, necessary and in the best interests of the District that the Fund be increased and that the District incur an indebtedness and issue Bonds as evidence thereof in the amount of \$1,275,000 for said purpose; and

WHEREAS, before such Bonds may be issued for said purpose, the Board must adopt a resolution declaring its intention to issue such Bonds for said purpose and direct that notice of such intention be published as provided by law:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Board of Education of Community Unit School District Number 16, Sangamon and Morgan Counties, Illinois, as follows:

Section 1. Incorporation of Preambles. 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. Declaration of Intent. The Board hereby declares its intention to avail of the provisions of the Code, and to issue Bonds in the amount of \$1,275,000 for the purpose of increasing the Fund and enabling the District to have in its treasury at all time sufficient money to meet demands thereon for expenditures for corporate purposes.

Section 3. Notice of Intent. In accordance with the provisions of Section 5 of the Local Government Debt Reform Act of the State of Illinois, as amended, notice of said intention to avail of the provisions of Article 20 of the Code and to issue Bonds for the purpose of increasing the Fund shall be given by publication of such notice at least once in the *New Berlin Bee*, the same being a newspaper of general circulation in the District.

Section 4. Form of Notice. The notice of intention to issue the Bonds shall be in substantially the following form:

**NOTICE OF INTENTION OF
COMMUNITY UNIT SCHOOL DISTRICT NUMBER 16, SANGAMON AND MORGAN COUNTIES,
ILLINOIS
TO ISSUE \$1,275,000
WORKING CASH FUND BONDS**

PUBLIC NOTICE is hereby given that on the 22nd day of November, 2021, the Board of Education (the “*Board*”) of Community Unit School District Number 16, Sangamon and Morgan Counties, Illinois (the “*District*”), adopted a resolution declaring its intention and determination to issue bonds in the aggregate amount of \$1,275,000 for the purpose of increasing the Working Cash Fund of the District, and it is the intention of the Board to avail of the provisions of Article 20 of the School Code of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and to issue said bonds for the purpose of increasing said Working Cash Fund. Said Working Cash Fund is to be maintained in accordance with the provisions of said Article and shall be used for the purpose of enabling the District to have in its treasury at all time sufficient money to meet demands thereon for expenditures for corporate purposes.

A petition may be filed with the Secretary of the Board (the “*Secretary*”) within thirty (30) days after the date of publication of this notice, signed by not less than 463 voters of the District, said number of voters being equal to ten percent (10%) of the registered voters of the District, requesting that the proposition to issue said bonds as authorized by the provisions of said Article 20 be submitted to the voters of the District. If such petition is filed with the Secretary within thirty (30) days after the date of publication of this notice, an election on the proposition to issue said bonds shall be held on 28th day of June, 2022. The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed within said thirty (30) day period, then the District shall thereafter be authorized to issue said bonds for the purpose hereinabove provided.

By order of the Board of Education of Community Unit School District Number 16,
Sangamon and Morgan Counties, Illinois.

DATED this 22nd day of November, 2021.

Jenny Mann
Secretary, Board of Education,
Community Unit School District Number 16,
Sangamon and Morgan Counties, Illinois

Stephanie Neuman
President, Board of Education,
Community Unit School District
Number 16, Sangamon and Morgan
Counties, Illinois

Note to Publisher: Please be certain that this notice appears over the names of the President and Secretary of the Board.

Section 5. Further Proceedings. If no petition signed by the requisite number of voters is filed with the Secretary of the Board within thirty (30) days after the date of the publication of such notice of intention to issue the Bonds, the Board shall, by appropriate proceedings to be hereafter taken, fix the details concerning the issue of the Bonds and provide for the levy of a direct annual tax to pay the principal and interest on the same.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer and Effective Date. All resolutions and parts of resolutions in conflict herewith be and the same are hereby repealed and that this Resolution be in full force and effect forthwith upon its adoption.

Adopted November 22, 2021.

President, Board of Education

Secretary, Board of Education

Member _____ moved and Member _____
seconded the motion that said resolution as presented and read by title be adopted.

After a full and complete discussion thereof, the President directed the Secretary to call the roll for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following members voted AYE: _____

The following members voted NAY: _____

Whereupon the President declared the motion carried and said resolution adopted, and in open meeting approved and signed said resolution and directed the Secretary to record the same in full in the records of the Board of Education of Community Unit School District Number 16, Sangamon and Morgan Counties, Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Secretary, Board of Education

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of Community Unit School District Number 16, Sangamon and Morgan Counties, Illinois (the “Board”), and that as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 22nd day of November, 2021, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION declaring the intention to issue \$1,275,000 Working Cash Fund Bonds of Community Unit School District Number 16, Sangamon and Morgan Counties, Illinois, for the purpose of increasing the Working Cash Fund of said School District, and directing that notice of such intention be published in the manner provided by law.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the School Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the conduct of said meeting and in the adoption of said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 22nd day of November, 2021.

Secretary, Board of Education

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

PETITION

We, the undersigned, do hereby certify that we are voters of Community Unit School District Number 16, Sangamon and Morgan Counties, Illinois, and as such voters, we do hereby request that the following proposition be submitted to the voters of said School District: “Shall the Board of Education of New Berlin Community Unit School District Number 16, Sangamon and Morgan Counties, Illinois, be authorized to issue \$1,275,000 bonds for a working cash fund as provided for by Article 20 of the School Code?”; and we do hereby further request that the Secretary of said Board of Education of said School District certify said proposition to the County Clerks of The Counties of Sangamon and Morgan, Illinois, for submission to said voters at the election to be held on the 28th day of June, 2022:

| SIGNATURE | STREET ADDRESS OR RURAL ROUTE NUMBER | CITY, VILLAGE OR TOWN | COUNTY |
|-----------|---|-----------------------------|------------------------|
| _____ | _____ | _____ | _____ County, Illinois |
| _____ | _____ | _____ | _____ County, Illinois |
| _____ | _____ | _____ | _____ County, Illinois |
| _____ | _____ | _____ | _____ County, Illinois |
| _____ | _____ | _____ | _____ County, Illinois |
| _____ | _____ | _____ | _____ County, Illinois |
| _____ | _____ | _____ | _____ County, Illinois |
| _____ | _____ | _____ | _____ County, Illinois |
| _____ | _____ | _____ | _____ County, Illinois |

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is _____
(Street Address), _____ (City, Village or Town), _____
County, Illinois, that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said petition registered voters of said School District and that their respective residences are correctly stated therein.

Signed and sworn to before me this _____
_____ day of _____, 2021.

Illinois Notary Public
My commission expires _____
(NOTARY SEAL)