

OFFICIAL MINUTES OF THE BOARD OF EDUCATION
SCHOOL DISTRICT 68, COOK COUNTY, ILLINOIS

Regular Board of Education Meeting –February 18, 2014

The Board of Education of School District 68, Cook County, Illinois, met on the 18th day of February, 2014, in regular session at the Educational Service Center, according to the rules of the Board.

The meeting was called to order at 7:31 p.m. by the president of the Board, Una McGeough, who presided. Members of the Board were present as follows:

Present: Amy Anson
Katrina Bell-Jordan
David Beller
Richard Berk
Una McGeough
Hank Schneider

Absent: Darius Zakeri

Administrative staff members were present as follows:

Frances McTague, Superintendent
Ryan Berry, Director of Business Services
Andy Carpenter, Old Orchard Junior High School Assistant Principal
Leslie Gordon, Highland School Principal
Robyn Hawley, Old Orchard Junior High School Principal
Laurie Heinz, Assistant Superintendent for Instruction
Beth Millard, Assistant Superintendent for Business
Randy Needlman, Devonshire School Principal
Susan O’Neil, Jane Stenson School Principal
Irina Ziemann, Director of Technology

Absent: Jac McBride, Director of Special Services

Visitors: Jessica Andrie
Natalie Dandino
Owen Douglas
Mike Flood
Colette Halverson
Barb Hill
Sarah Larsen
Claudy Levin
Amy Macko
Norma Moreno
Megan Preis
Jennie Rutzen
Katy Short
Allison Sobotka
Amy Uyeda
Trish Vale
Alison Vinkler
Kelli Visconti

1. INTRODUCTION OF BOARD MEMBERS AND VISITORS AND PUBLIC COMMENT

President McGeough asked Board members and administrators at the head table to introduce themselves. She asked for comments from the audience regarding items not on the agenda. There were no comments.

2. CONSENT AGENDA

It was moved by Member Weil, seconded by Member Fingerman, that the Board of Education approve the items on the Consent Agenda, which contained the following:

- a. Minutes
 - Regular Board of Education Meeting – January 21, 2014
 - Closed Board of Education Meeting – January 21, 2014
- b. Personnel: Resignation: L. Heinz; FMLA: T. Burkle; Cl. Appt.: R. Faulkner
- c. Financial Reports
- d. Approval of Pay Orders and Expenditures

Upon roll call, the members voted as follows:

AYE: Anson, Bell-Jordan, Berk, Fingerman, McGeough, Weil

NAY: None.

Motion carried.

3. TECHNOLOGY UPDATE AND TECHNOLOGY LEARNING TEAM REPORT

IT Director Ziemann presented an update on the work of the technology department over the last year as well as an overview of the current infrastructure. Instructional Technology staff members Sobotka and Preis provided an update on several major software implementations.

Ms. Ziemann then shifted to a summary of the work of the *Transforming Learning Through Technology* Learning Team, including recommendations for immediate action and areas to be addressed by the Implementation Team. There was discussion about various aspects of the report including the challenges for students, parents and staff in ensuring that the technology is appropriately used. President McGeough thanked the presenters.

4. BOARD DISCUSSION: TECHNOLOGY AND FUNDING

The Board and administration engaged in a wide ranging discussion about the process and funding for implementation of technology initiatives. It was noted that neither the pilot program parameters nor the ultimate details of a one-to-one program had even begun to be framed so discussion of projected implications was extremely preliminary.

Superintendent McTague noted that selection of the device (e.g. Chromebook or iPad) would be one of the last things the Implementation team would address and that the first step would be to determine where a pilot program best fit into curricular needs. Assistant Superintendent Millard noted that the major financial impact of the program would be in salary and benefits. She shared

preliminary figures related to implementation and on-going support of a one-to-one program and explained that the five year financial projections already include an estimated cost that falls within that range.

There was continuing discussion about the planned program and agreement that the district should pursue a thoughtful implementation plan.

5. REVISION OF POLICIES 1317 – *SOLICITING FUNDS FROM SCHOOL PERSONNEL*; 3265 – *COLLECTION AND WAIVER OF STUDENT FEES*; 3545 – *PUPIL TRANSPORTATION*; 4111 – *RECRUITMENT AND SELECTION (FACULTY)*; 4210 – *RECRUITMENT AND SELECTION (STAFF)*; AND NEW POLICY 6124 – *TITLE I PROGRAMS*

The Board discussed revisions to the above-named policies and the new policy 6124.

6. NILES TOWNSHIP DISTRICT #807 FOR SPECIAL EDUCATION

Member Berk reported on the February 13th meeting of the Niles Township District #807 for Special Education. President McGeough thanked Dr. Berk for his report.

7. ELL PARENT CENTER INTERGOVERNMENTAL AGREEMENT

It was moved by Member Anson, seconded by Member Berk, to extend the Niles Township ELL Center Intergovernmental Agreement for 3 years beginning with FY2015, as follows:

**INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE NILES TOWNSHIP ENGLISH LANGUAGE LEARNERS PARENT CENTER**

This Agreement is made and entered into by and among the Boards of Education of the following Illinois public school districts:

Golf District No. 67,
Skokie School District No. 68,
Skokie School District No. 69,
Morton Grove School District No. 70,
Niles School District No. 71,
Fairview School District No. 72,
East Prairie District No. 73,
Skokie School District No. 73.5,
Lincolnwood School District No. 74,
Niles Township High School District No. 219, and

(hereinafter referred to individually as "Member" and, collectively, as the "Parties").

WHEREAS, the Parties are "units of local government" and/or "school districts" as defined under Article VII, Section 10 of the 1970 Illinois Constitution and are "public agencies" as defined under Paragraph 2 of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local governments and school districts to contract and otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government or school district may be exercised jointly with another unit of local government or school district; and

WHEREAS, the Parties desire to formally establish the Niles Township ELL Newcomers Center under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, it is agreed by and among the Parties pursuant to the Constitution of the State of Illinois and the Intergovernmental Cooperation Act as follows:

ARTICLE I. THE PROGRAM

The jointly operated program shall be known as the NILES TOWNSHIP ENGLISH LANGUAGE LEARNERS PARENT CENTER (the "Center").

The purpose of the Center is to enhance the quality of educational services provided to students by facilitating the involvement of parents who are English Language Learners. In order to fulfill this purpose, the Center may cooperatively provide services and resources such as adult English literacy programs, family literacy classes, parent education courses, local transportation services to and from the Center, access to municipal resources, language group and/or grade level networking opportunities, translation services, a native language news library, and by offering other services as prescribed by the Parties.

The Center's operations, activities, and programs shall be funded by dues or contributions paid by the Parties, grants received from the State and Federal Governments, and from funds provided by private donors. The amount of the dues or contributions of the Parties shall be set by the Board of Directors in accordance with in Article II of this Agreement. All costs associated with the Center are to borne entirely by the Center and paid for from the Center's account described in Article III of this Agreement. The Center shall not take any intentional action that financially commits the Parties for any amount in excess of the dues, grants or donations received.

The programs offered by the Center will be for the parents of students served by the member School Districts.

The Center staff may consist of such personnel as dictated by the needs of the Center. Staffing and salaries shall be determined and executed by the Administrative Agent.

If approved by a majority vote of the full membership of the Board of Directors, the Center may expand the scope of its purpose into other activities. At least thirty (30) days prior to any decision or action by the Board of Directors to expand the scope of the Center's purpose, the Board of Directors shall submit a briefing paper outlining the proposed expansion and programs to each Superintendent

or Director of each Member for the review and comment of their governing boards. The Board of Directors shall consider the comments of the governing boards of the Member school districts and educational institutions in conjunction with any decision to expand the scope of the Center's purpose.

ARTICLE II. ORGANIZATION

1. The Center shall be governed by a Board of Directors (the "Board"). The Board shall consist of the Superintendent of each Member, or a designee of each Member. The first President of the Board shall be the Superintendent or a designee of the Administrative Agent, who will serve for one (1) year. Thereafter, the Board shall annually elect a President of the Board. The Board shall meet not less than four (4) times per calendar year.
2. The Center may be expanded from time-to-time to add other public agencies provided that the governing board of any public agency proposed to be added to the Center approves a resolution adopting the terms of this Agreement and provided that the Board approves the addition of any such public agency by a majority vote of the full membership of the Board.
3. The Board shall develop a per-pupil funding formula to be used to set the annual contribution of each Member. The per student contribution amount shall be set by the Board and shall not exceed twelve dollars and fifty cents (\$12.50) per student.
4. The Board shall be responsible for the operation and management of the Center and the accomplishment of the purposes set forth in Article I. To that end, the Board shall have the authority and duty to:
 - A. Establish and amend operating policies and procedures;
 - B. Recommend extensions, reductions or redirections of services;
 - C. Prepare and approve an annual budget;
 - D. Review and approve all expenditures, disbursements, and contract proposals and direct them to the Administrative Agent;
 - E. Direct the collection, accounting and distribution of funds to be used for the Center's operations and services;
 - F. Direct the preparation and submission to each Member annually a report of the financial affairs of the Center at the end of each fiscal year;
 - G. Retain independent contractors or consultants as may be required for the Center and set the compensation of those contractors or consultants;
 - H. Negotiate and contract with any person or organization for the provision of services, activities or undertakings necessary for, consistent with, or incident to the Center's purposes and services;
 - I. Appoint committees and establish rules of procedure, including meetings;
 - J. In consultation with its insurance advisors, arrange for insurance coverage against any loss or liability of the Center, its Members, the Board, individual Board members, contractors, consultants, or volunteer personnel;
 - K. Establish a schedule of regular meetings each fiscal year;
 - L. Review this Agreement and recommend amendments if necessary; and
 - M. Perform such other activities as are necessarily implied or required to carry out the purposes and services of the Center or the specific activities enumerated in Article I.

5. Special meetings of the Board may be called by the President, the Administrative Agent, or by any three (3) Board members acting in concert.
6. The Board shall set the hours of operation of the Center after consulting with the Administrative Agent.
7. The Board shall complete an annual assessment of program viability, the results of which will be reported to the Parties.

ARTICLE III. ADMINISTRATION AND FINANCE

1. The Board shall designate Skokie School District No. 68 to serve and act as the legal and fiscal agent for the Center (referred to as the "Administrative Agent"). The Administrative Agent shall have all the duties and rights authorized by law and established by policy of the Board, including, but not limited to, the authority to:
 - A. Collect dues or contributions from the Parties as directed by the Board;
 - B. Receive private donations of financial support for the Center;
 - C. File requests for funds from Federal and State grant projects and other necessary financial reports upon the recommendation of the Board;
 - D. Distribute Federal or State grant funds to the Center upon receipt of such funds and required documentation;
 - E. Make purchases and expenditures for the Center within the limits of policy and budget provisions;
 - F. Enter into contracts to expend funds legally on behalf of and as agent for the Center upon the recommendation of the Board;
 - G. Act on the employment of employees upon the recommendation of the Board;
 - H. Keep separate books to account for the Center funds under an account to be known as the "Niles Township English Language Learners Parent Center Account;"
 - I. Keep records of all fiscal transactions of the Center and prepare such reports as may be required;
 - J. Furnish to the Board an annual accounting of expenditures from the Niles Township English Language Learners Parent Center Account;
 - K. Furnish to the Board a yearly financial statement and audit of the Niles Township English Language Learners Parent Center Account; and
 - L. Act on any other recommendations which may be presented from time-to-time by the Board.
2. The Administrative Agent shall collect from the Parties the annual contributions determined by the Board. The statements for such costs shall be issued on January 1 and August 1 annually. Payments shall be due to the Administrative Agent within thirty (30) days after receipt of the statements.
3. The Parties expressly agree to assume all financial liability associated with contracts properly made on their behalf by the Center.

ARTICLE IV. TERM OF AGREEMENT/WITHDRAWAL

This Agreement shall commence on the effective date of this agreement and shall end on June 30, 2017. At any time prior to June 30, 2017, the end date of this Agreement may be changed in accordance with the procedures for amendment in Article V. A Member may withdraw from this

Agreement effective June 30 of any year covered by this Agreement provided written notice is given to the Board no later than the preceding March 1.

ARTICLE V. AMENDMENTS

Any proposed amendment to this Agreement shall be submitted in writing to the Board. If the Board approves the amendment by majority vote, it shall be submitted to the Board of Education of each Member for approval. Before the amendment becomes effective, it must be approved by all of the Boards of Education of the Parties.

ARTICLE VI. FACILITIES

1. Skokie School District No. 68 (the Administrative Agent) shall provide the Center with a dedicated space in the south wing of its Educational Service Center for the duration of this Agreement.
2. The Center taking possession of the space shall be conclusive evidence that the space was in good order and satisfactory condition when the Center took possession. The Administrative Agent shall be responsible for repairing and maintaining the space during the term of this Agreement at the cost of the Administrative Agent. The Center shall promptly notify the Administrative Agent if any condition related to the space becomes faulty, in need of repair, or otherwise noncompliant with applicable local, county, State and federal laws, ordinances, regulations and codes. The Center shall be responsible for making any improvements to the space, at its own cost. However, the Center shall not, without prior written approval from the Administrative Agent, make any alterations or improvements to the space. In the event the Administrative Agent grants its consent to any alterations or improvements such consent may be conditioned upon the Center complying with such reasonable requirements as the Administrative Agent may impose.
3. The Center shall use and occupy the space only for the programs and administration of the Center. The Center shall have access to the space at all times that the Educational Service Center is otherwise open and at any other time as may be agreed to in advance.
4. The Administrative Agent hereby grants to the Center rights of ingress and egress solely for the limited purpose of gaining access for the use of the space, common areas, on and over the pathways, sidewalks, driveways, or other means of access to the Educational Service Center.
5. The Center's use of the space shall at all times conform to all applicable local, county, State and federal laws, ordinances, regulations and codes. The Center shall not allow any other party to use the space or any other portion of the Educational Service Center without securing prior written approval from the Administrative Agent.
6. The Administrative Agent shall provide the following items and services to the space occupied by the Center in the same manner as it provides those services to the remainder of the Educational Service Center, but the Administrative Agent does not warrant that any of these services will not be interrupted by causes beyond the control of the Administrative Agent:
 - A. Heating and Cooling;
 - B. Water;
 - C. Janitorial Services.

ARTICLE VII. INSURANCE

1. The Administrative Agent shall procure and maintain on behalf of the Center policies of insurance insuring the Center and its agents and assigns from all claims, demands or actions for injury to or death of any person and for damage to property of the Administrative Agent property. The insurance shall be with such companies or self-insurance pools as are reasonably acceptable to the Board and shall be evidenced by copies of the policies and/or certificates of insurance, naming the Administrative Agent as an additional named insured, requiring no subrogation of the Administrative Agent, and providing that the insurance may not be modified, terminated, cancelled or non-renewed without at least thirty (30) days advanced written notice by certified mail, return receipt requested, to the Administrative Agent.
2. Each Member, at its sole cost and expense, shall keep in full force and effect at all times during the term of this Agreement general public liability insurance, including contractual liability coverages, and such other types of insurance in such amounts and with such companies or self-insurance pools as are reasonably acceptable to the other Parties, but, in any event, no less than the coverages and amounts carried by the Member for its general activities. Such insurance shall be evidenced by copies of the policies and/or certificates of insurance, naming the other Parties as additional insured and providing that the insurance may not be modified, terminated, cancelled or non-renewed without at least thirty (30) days advanced written notice by certified mail, return receipt requested, to the other Parties.

ARTICLE VIII. MISCELLANEOUS

1. This Agreement shall be deemed dated and become effective on the date the last Member executes the Agreement.
2. As used throughout this Agreement, approval by the Board requires the affirmative vote of a majority of the Board members unless explicitly set forth otherwise.
3. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.
4. The Parties acknowledge and agree that the provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of other provisions herein. If any provision of this Agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable, and all other provisions of this Agreement shall remain fully enforceable.
5. The Parties expressly agree to share any and all liability associated with the execution and administration of the Program. To the fullest extent permitted by law, the Parties shall indemnify, defend and hold harmless the other Parties, their Boards of Education and members, employees, volunteers, and agents, and their successors and assigns, in their individual and official capacities (collectively the "Indemnitees"), from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost, and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by any of the Indemnitees for injuries to persons or for damage, destruction or

theft of property arising out of any activity hereunder, or any act or omission of the Party or of any employee, agent, volunteer, or invitee of the Party in connection with this Agreement.

- Nothing in this Agreement shall be construed to consider any Member, or its respective employees or contractees, as the agents or employees of any other Party or Parties.

IN WITNESS WHEREOF, the parties hereto, having been first duly authorized by appropriate resolutions of their respective corporate bodies, execute this instrument which shall be deemed dated and effective on the date the last of the parties signs as set forth below.

GOLF DISTRICT NO. 67, COOK COUNTY,
ILLINOIS

By: _____
President

ATTEST:

Secretary

Dated: _____

SKOKIE SCHOOL DISTRICT NO. 68, COOK
COUNTY, ILLINOIS

By: _____
President

ATTEST:

Secretary

Dated: _____

SKOKIE SCHOOL DISTRICT NO. 69, COOK
COUNTY, ILLINOIS

By: _____
President

ATTEST:

Secretary

Dated: _____

MORTON GROVE SCHOOL DISTRICT NO.
70, COOK COUNTY, ILLINOIS

By: _____
President

ATTEST:

Secretary

FAIRVIEW SCHOOL DISTRICT NO. 72,
COOK COUNTY, ILLINOIS

By: _____
President

ATTEST:

Secretary

Dated: _____

EAST PRAIRIE SCHOOL DISTRICT 73,
COOK COUNTY, ILLINOIS

By: _____
President

ATTEST:

Secretary

Dated: _____

SKOKIE SCHOOL DISTRICT NO. 73.5, COOK
COUNTY, ILLINOIS

By: _____
President

ATTEST:

Secretary

Dated: _____

LINCOLNWOOD SCHOOL DISTRICT NO.
74, COOK COUNTY, ILLINOIS

By: _____
President

ATTEST:

Secretary

NILES DISTRICT NO. 71, COOK COUNTY,
ILLINOIS

By: _____

President

ATTEST:

Secretary

Dated: _____

NILES TOWNSHIP HIGH SCHOOL
DISTRICT NO. 219, COOK COUNTY,
ILLINOIS

By: _____

President

ATTEST:

Secretary

Dated: _____

8. 2014-15 SCHOOL CALENDAR

Superintendent McTague updated the Board on the status of voting in the schools.

It was moved by Member Bell-Jordan, seconded by Member Fingerman, to adopt the 2014-15 School Calendar as follows:

2014-15 School Calendar

August		January	
12-14	New Teacher Report	1-2	Winter Recess
18-19	Teachers' Institute Days	19	Martin Luther King Jr. Day - No School
20	First Day of School for Pupils	February	
September		16	Presidents' Day – No School
1	Labor Day – No School	27	Teachers' Institute Day – No School
25	Rosh Hashanah – No School	March	
October		2	Casimir Pulaski Day – No School
13	Columbus Day – No School	20	No School
November		23-27	Spring Recess
4	Teachers' Institute /Election Day	April	
11	Veterans' Day – No School	3	Good Friday – No School
26	No School	7	Election Day – No School
27-28	Thanksgiving Recess – No School	May	
December		25	Memorial Day – No School
22-31	Winter Recess	June	
		2	Last day of pupil attendance
		3	Records Day
		8	Last day of school – allowing for make-up of emergency days

Upon roll call, the members voted as follows:

AYE: Anson, Bell-Jordan, Berk, Fingerman, McGeough, Weil

NAY: None.

Motion carried.

9. SCHOOL BUS LEASE

It was moved by Member Anson, seconded by Member Weil, to approve a five-year lease with Central States Bus Sales, Inc., for two 2014 Blue Bird Vision 71-passenger buses for the lease price of \$10,295 per year.

Upon roll call, the members voted as follows:

AYE: Anson, Bell-Jordan, Berk, Fingerman, McGeough, Weil

NAY: None.

Motion carried.

10. REVISION OF POLICY 4143

It was moved by Member Anson, seconded by Member Weil, to revise policies 4143 – *Compensation for Licensed Tutors* as follows:

Compensation for ~~Certificated~~ Licensed Tutors 4143

~~Certificated~~ tutors, including in-school academic, English Language Learners tutors, and **Licensed** home-hospital tutors, shall be paid at the **curriculum** rate indicated below for each hour of instructional service. In addition, home/hospital tutors shall be paid ~~\$3.00 per trip~~ for travel **from school at the current IRS mileage rate**. Tutors shall be employed as "at will," temporary - non-contractual employees.

<u>School Year</u>	<u>Hourly Rate</u>
2007-2008	\$27.50
2008-2009	28.50
2009-2010	29.25
2010-2011	30.00

Formerly Policy 4141.7

Policy adopted by the Board of Education on 6/24/86

Revised ~~12/18/07~~ **2/18/14**

The Board reviewed several communication items.

11. MOVE TO CLOSED SESSION

It was moved by Member Bell-Jordan, seconded by Member Berk, to move to closed session at 9:26 p.m. to discuss matters of personnel, as per 5 ILCS 120/2(c)(1), as amended by P.A. 93-0057; and to discuss collective negotiation matters, as per 5 ILCS 120/2(c)(2).

Upon roll call, the members voted as follows:

AYE: Anson, Bell-Jordan, Berk, Fingerman, McGeough, Weil

NAY: None.

Motion carried.

15. RECONVENE MEETING

The meeting reconvened at 10:34 p.m.

16. ADJOURNMENT

It was moved by Member Anson, seconded by Member Fingerman, to adjourn the meeting at 10:34 p.m.

Upon roll call, the members voted as follows:

AYE: Anson, Bell-Jordan, Berk, Fingerman, McGeough, Weil

NAY: None.

Motion carried.

Beth Millard, Board Secretary

Una McGeough, President