

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

Regular Board of Education Meeting –October 19, 2010

The Board of Education of School District 68, Cook County, Illinois, met on the 19th day of October, in regular session at the Educational Service Center, according to the rules of the Board.

The meeting was called to order at 7:32 p.m. by the president of the Board, Hank Schneider, who presided. Members of the Board were present as follows:

Present: Amy Anson
David Beller
Paul Livieri
Una McGeough
Hank Schneider
Tanja Tuck

Absent: David Ehrlich

Administrative staff members were present as follows:

Frances McTague, Superintendent
Leslie Gordon, Highland School Principal
Robyn Hawley, Old Orchard Junior High School Principal
Jac McBride, Director of Special Services
Beth Millard, Assistant Superintendent for Business
Randy Needlman, Devonshire School Principal
Susan O’Neil, Jane Stenson School Principal
Barbara Phillips, Assistant Superintendent for Instruction

Absent: Rob McElligott, Old Orchard Junior High School Assistant Principal

Visitors:	Lila Ardell	Kitty Llerandi	Lisa Omori
	Richard Berk	Denise Madans	Matt Tomenillie
	Natalie Dandino	Ken Meyer	Christine Toy
	Tamara Deppen	Elizabeth Nielsen	Rosanne Ward
	Meghan Espinoza		

1. INTRODUCTION OF BOARD MEMBERS AND VISITORS AND PUBLIC COMMENT

President Schneider asked Board members and administrators at the head table to introduce themselves. He asked for comments from the audience regarding items not on the agenda. There were no comments. President Schneider congratulated Jane Stenson School on winning the Global Garden Grant. A thank you card from Jane Stenson students for the new playground equipment was presented to the Board.

2. CONSENT AGENDA

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

- a. Minutes
Regular Board of Education Meeting – September 21, 2010
Closed Board of Education Meeting – September 21, 2010
- b. Personnel: No Personnel actions this month
- c. Financial Reports
- d. September expenditures as follows: (a) accounts payable checks dated 9/30/10 in the amount of \$570,157.05; (b) handwritten checks in the amount of \$6211.90; (c) payroll checks in the amount of \$1,464,932.30; for a total of \$2,041,301.25 checks issued for September.

Upon roll call, the members voted as follows:

AYE: Anson, Beller, Livieri, McGeough, Schneider, Tuck

NAY: None.

Motion carried.

3. 2010 ISAT REPORT

Assistant Superintendent Phillips began with an overview of the requirements of No Child Left Behind (NCLB). She then presented data from the Spring 2010 administration of the Illinois Standards Achievement Test (ISAT) as well as data for the past eight years. She noted that district demographics have changed considerably during that period.

Dr. Phillips noted that scores have been stable over the past several years, with a slight increase in most subgroups. She highlighted some of the actions that have been taken to work toward greater improvement in the scores. There was a request to see how the scores of students who have been in the district for several years compare to those of more recent arrivals. There was discussion about a variety of variables that impact performance on assessments.

President Schneider thanked Dr. Phillips for her report.

4. 2010 SUMMER SCHOOL REPORT

Assistant Superintendent Phillips reviewed the 2010 Summer School program. She noted that the number of students enrolled increased slightly but the total number of class hours declined, continuing recent trends. There was a significant decrease in the enrollment in enrichment classes, while basic skills and ELL needs have increased. Assistant Superintendent Millard noted that approximately 45% of total program revenue comes from district support of these classes. There was discussion about the importance of supporting students through the basic skills and ELL programs. More extensive marketing of District 68 Summer School enrichment classes to other Niles Township elementary districts was also discussed.

5. 2011 SUMMER SCHOOL FEES AND RELATED TRANSPORTATION

It was moved by Member Tuck, seconded by Member Beller, to

- (a) Increase tuition for Summer School from \$120.00 per course to \$125.00 per course;
- (b) Continue a \$10 per course discount for tuition paid by April 15, 2011;
- (c) Maintain the registration fee at \$10.00 per student;
- (d) Maintain the Summer School bus fee at \$95 per student.

Upon roll call, the members voted as follows:

AYE: Anson, Beller, Livieri, McGeough, Schneider, Tuck

NAY: None.

Motion carried.

6. ELL PARENT CENTER INTERGOVERNMENTAL AGREEMENT

It was moved by Member Beller, seconded by Member Anson, to extend the Niles Township ELL Center Intergovernmental Agreement for 3 years beginning with FY2012, 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:

**Skokie School District No. 68,
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

1. The jointly operated program shall be known as the NILES TOWNSHIP ENGLISH LANGUAGE LEARNERS PARENT CENTER (the "Center").
2. 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.
3. 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.
4. The programs offered by the Center will be for the parents of students served by the member School Districts.
5. The Center staff may consist of such personnel as dictated by the needs of the Center. Staffing and salaries shall be determined executed by the Administrative Agent.
6. 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, 2014. At any time prior to June 30, 2014, 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.
6. 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.

**SKOKIE SCHOOL DISTRICT NO. 68,
COOK COUNTY, ILLINOIS**

By: /s/, President
ATTEST: /s/ Secretary

Dated: _____

**NILES SCHOOL DISTRICT NO. 71,
COOK COUNTY, ILLINOIS**

By: /s/ President
ATTEST: /s/ Secretary

Dated: _____

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

By: /s/ President

ATTEST: /s/ Secretary

Dated: _____

**FAIRVIEW SCHOOL DISTRICT 72,
COOK COUNTY, ILLINOIS**

By: /s/ President

ATTEST: /s/ Secretary

Dated: _____

**EAST PRAIRIE SCHOOL DISTRICT NO.
73, COOK COUNTY, ILLINOIS**

By: /s/, President

ATTEST: /s/, Secretary

Dated: _____

**LINCOLNWOOD SCHOOL DISTRICT
NO. 74, COOK COUNTY, ILLINOIS**

By /s/, President

ATTEST: /s/ Secretary

Dated: _____

**SKOKIE SCHOOL DISTRICT NO. 73.5,
COOK COUNTY, ILLINOIS**

By: /s/, President

ATTEST: /s/ Secretary

Dated: _____

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

By: /s/, President

ATTEST: /s/, Secretary

Dated: _____

Beth Millard, Board Secretary

Hank Schneider, President

Upon roll call, the members voted as follows:

AYE: Anson, Beller, Livieri, McGeough, Schneider, Tuck

NAY: None.

Motion carried.

7. NILES TOWNSHIP DISTRICT FOR SPECIAL EDUCATION #807

Member McGeough reported on the September 28, 2010 meeting of the Niles Township District for Special Education #807 Board. She reviewed the 10 year report on enrollment and use of services. Assistant Superintendent Beth Millard also reported on the Township Trustee meeting that took place on October 18, 2010 as a precursor to the hearing process for the withdrawal of Golf District 67. President Schneider thanked Member McGeough and Ms. Millard for their reports.

8. PERFORMANCE SCORECARD PARENT SURVEY DISCUSSION

The final draft of the parent survey was reviewed.

9. REDISTRICTING SCHOOL ATTENDANCE BOUNDARIES DISCUSSION

Assistant Superintendent Millard reviewed the history of K-5 boundaries in the district which have been adjusted twice since the closing of Sharp Corner School in 1976. She also highlighted some of the space and staffing issues that are currently being faced by Highland which has a significantly larger population than Devonshire. The Board then discussed a variety of issues related to this process. It was agreed that the administration will present some possible boundary adjustment options to the Board for discussion in December.

10. COMMUNICATIONS AND INFORMATION

The board reviewed several communication items.

11. ADJOURN TO CLOSED SESSION

It was moved by Member, seconded by Member, to adjourn the meeting into closed session at 9:18 p.m to discuss matters of personnel, as per 5 ILCS 120/2(c)(1), as amended by P.A. 93-0057, for the semi-annual review of closed meeting minutes, as mandated by Sec. 2.-06. 5 ILCS 120/2(c)(21), and to discuss matters pertaining to collective negotiating matters between the district and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees per 5 ILCS 120/2(c)(3)

Upon roll call, the members voted as follows:

AYE: AYE: Anson, Beller, Livieri, McGeough, Schneider, Tuck

NAY: None.

Motion carried.

Beth Millard, Secretary

Hank Schneider, President