

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

Regular Board of Education Meeting – January 19, 2010

The Board of Education of School District 68, Cook County, Illinois, met on the 19th day of January, 2010, in regular session at the Educational Service Center, according to the rules of the Board.

The meeting was called to order at 7:30 p.m. by the president of the Board Hank Schneider, who presided. Members of the Board were present as follows:

Present: Amy Anson (arrived at 7:48 p.m.)
David Beller
David Ehrlich
Paul Livieri
Hank Schneider
Tanja Tuck

Absent: Una McGeough

Administrative staff members were present as follows:

Frances McTague, Superintendent
Leslie Gordon, Highland School Principal
Robyn Hawley, Old Orchard Junior High School Assistant Principal
Luis Illa, 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

Absent: Barbara Phillips, Assistant Superintendent for Instruction

Visitors:

Lila Ardell	Jennifer Greene
Cara Novy-Bennowitz	Julie Liebman
Gail Bernero	Peter Matalas
Natalie Dandino	Amy Uyeda
Joanne Fuller	

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.

2. CONSENT AGENDA

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

- a. Minutes
Regular Board of Education Meeting – December 15, 2009
Closed Board of Education Meeting – December 15, 2009
- b. Personnel: Certificated Appointment: R. Michaels, S. Reiss
- c. Financial Reports
- d. December expenditures as follows: (a) accounts payable checks dated 12/31/2009 in the amount of \$489,159.75; (b) handwritten checks in the amount of \$2,284,633.07; (c) payroll checks in the amount of \$1,405,883.31; for a total of \$4,179,676.13 checks issued for December.
- e. 2010-11 Student Fees: Books and material \$110, bus \$225, optional yearbook \$23 if prepaid with fees and \$28 if purchased at a later date.
- f. Sharp Corner Lease Amendment, see Exhibit A

Upon roll call, the members voted as follows:

AYE: Beller, Ehrlich, Livieri, Schneider, Tuck

NAY: None.

Motion carried.

3. TECHNOLOGY UPDATE

Jane Stenson teacher Lisa Nimz and Old Orchard teacher Julie Leibman demonstrated several technology applications in use in the district including “wikis” and band software. Superintendent McTague presented an overview of technology in the district which has been recently implemented and/or is planned for the near future. She described various software packages being used to support student instruction. Dr. McTague noted that placing interactive whiteboard technology in all classrooms is a priority as is installing supported student-use computers in elementary classrooms. The need for a staff member who could specialize in instructional technology and help guide the future direction of technology was discussed. President Schneider thanked Dr. McTague and the staff members.

4. 2010-2011 SCHOOL CALENDAR DISCUSSION

Superintendent McTague presented the proposed 2010-2011 school calendar. She noted that the District 219 has chosen to add a holiday in November for Eid ul Adha and eliminate observance of Casimir Pulaski Day as a school holiday. There was discussion about eliminating all religious holidays, issues regarding Election Day school closings, and concern about the lack of a full week of school in November. Dr. McTague will use Board feedback to develop a proposed calendar for the February meeting.

5. NILES TOWNSHIP DISTRICT FOR SPECIAL EDUCATION #807

No report.

6. DISCUSSION: REVISION OF POLICY 1320 PUBLIC ACCESS TO RECORDS

Superintendent McTague reviewed the new Freedom of Information Act and the proposed policy to meet the guidelines of the new law.

7 2010-2011 SPECIAL EDUCATION EARLY CHILDHOOD PROGRAMS

Superintendent McTague reviewed the plan for NTDSE satellite early childhood and instructional kindergarten classes to be absorbed by the districts in the township. She explained that our plan is to keep the instructional kindergarten as a clustered class with students from all three schools. Also, based on projected enrollment, the early childhood class will not be brought back into the district. Instead, the identified students will be placed in early childhood programs in other township districts.

8. Performance Scorecard Discussion

President Schneider suggested that Board members review the performance scorecard for alignment with the District 2006 Strategic Plan. Additions or deletions of the district's performance scorecard data will be discussed at a future Board meeting based upon this review.

9. EARLY CHILDHOOD CENTER REPORT AND FEES FOR 2010-2011

Assistant Superintendent Millard presented the fee recommendations for 2010-2011. She noted that enrollment in the child care program continues to decline, negatively impacting program finances. She noted that child care groupings are under review to determine if there are efficiencies that could be achieved. Director of Student Services McBride presented a recommendation to move to a mixed-age preschool program based on information about best practice.

The recommended fee increase for next year is 2.6% for child care services and 2.9% for the pre-kindergarten program.

It was moved by Member Tuck, seconded by Member Anson, that the Board of Education

- (1) Adjust the hourly rate for Child Care services from \$5.75 per hour to \$5.90 per hour, with fees discounted by 5% for children enrolled for at least 3 days per week and by 20% for children enrolled 5 days.
- (2) Increase the annual fee for the Pre-Kindergarten program from \$520 to \$535 per day of attendance (\$2,600 to \$2,675 per year for a five day-a-week program).

Upon roll call, the members voted as follows:

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

NAY: None.

Motion carried.

10. COMMUNICATIONS

The Board reviewed several communication items.

11. ADJOURN THE MEETING

It was moved by Member Beller, and seconded by Member Ehrlich, to move the meeting to closed session at 9:55 p.m., to discuss personnel matters, per 5 ILCS 120/2(c)(1), as amended by P.A. 93-0057 and the lease of school property per 5 ILCS 120/2(c)(6).

Upon roll call, the members voted as follows:

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

NAY: None.

Motion carried.

Beth Millard, Board Secretary

Hank Schneider, President

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (hereinafter called “Amendment”), which is entered into as of January 19, 2010 between the Board of Education of School District No. 68, County of Cook, State of Illinois (hereinafter called the “District”) and Solomon Schechter Day Schools, an Illinois not-for-profit corporation (hereinafter called “Schechter”), is intended to modify and supplement the Lease Agreement between the District and Schechter dated May 19, 1998 (the “Lease Agreement”). To the extent that the terms of this Amendment are in conflict with any terms of the Lease Agreement or any other agreement between the District and Schechter regarding use of the Premises, the terms of this Amendment shall apply.

2. **TERM:** The initial term of the Lease shall commence July 1, 1998 and terminate June 30, 2023, subject to earlier termination and extension as herein provided. The Agreement may be extended an additional five years through June 30, 2028 by mutual agreement of the parties provided Schechter gives written notice of its desire to so extend the term hereof on or before June 30, 2020. The Agreement may be terminated by either party upon three (3) years prior written notice to the other party; and provided further that if the Agreement is to be terminated at the election of the District, it may only be terminated if the District in good faith determines and certifies to Schechter that the Premises are required for the District’s own educational uses and no other facilities are then reasonably available to the District for such purposes.

In the event of catastrophic damage to any of the District’s other facilities to such extent that District students attending classes in such facilities are unable to attend classes therein and no other facilities are available to the District, Schechter agrees to work with the District to accommodate District students in the Premises; provided that Schechter will not be obligated to expend any of its own funds to accommodate such students and that the District shall use its best efforts to relocate such students as soon as reasonably possible.

3. **DISTRICT SPACE/CENTRAL PLAYFIELD:** The Premises do not include the District 68 basement and storage areas. Any formal or informal agreements, whether made as part of the Lease Agreement or as part of a separate agreement regarding Schechter's use of the District 68 basement maintenance and storage area, are hereby expressly repealed. One (1) parking space in the south lot shall be reserved for District staff parking. The District and Schechter shall share the use of the loading dock. Schechter shall have access to the playground areas and equipment east of the school and to a portion for the central campus playing fields, all as depicted on Exhibit C attached hereto and made a part hereof, during days and times reasonably acceptable to the District administration, which may be subject to periodic review and revision.
4. **RENT:** As used herein (a) the term "Lease Year" shall mean the 12-month period commencing July 1 of each calendar year during the term hereof and terminating June 30 of the next succeeding calendar year; (b) the term "Base Rent" shall mean (i) for the Lease year commencing July 1, 1998 and terminating June 30, 1999, an amount equal to \$187,962 (based upon \$3.55 per square foot for 52,947 square feet), (ii) for the Lease Years commencing July 1, 1999 and terminating June 30, 2009, an amount equal to the sum of (A) the Base Rent for the immediately preceding Lease Year plus the Inflation Factor; for the Lease Years during the period commencing on July 1, 2009 and terminating June 30, 2013, an amount equal to \$217,841; and for the Lease Years during the period commencing on July 1, 2013 and terminating June 30, 2023, an amount equal to the sum of (A) the Base Rent for the immediately preceding Lease Year plus the Inflation Factor; (c) the term "CPI" shall mean the "All Urban Chicagoland Index" applicable as of June 1 of each calendar year, and (d) the term "Inflation Factor" shall mean (i) for each Lease Year during the period commencing July 1, 1999 and terminating June 30, 2008, an amount equal to the product of (A) the Base Rent in effect for the immediately preceding Lease Year multiplied by (B) 3%; (ii) for the Lease Year during the period commencing July 1, 2008 and terminating June 30, 2009, an amount equal to the product of (a) the Base Rent in effect of the immediately preceding Lease Year multiplied by (B) the increase the CPI for the 12-month period terminating on the May 31 immediately preceding the commencement of the Lease Year in question; and (iii) for the Lease Years during the period commencing on July 1, 2013 and terminating June 30, 2023, the Base Rent in effect for the immediately preceding Lease Year multiplied by (B) 2.5%. In

the event the term of the Lease is extended to June 30, 2028 as herein provided, Schechter shall pay the District as rent an amount to be agreed upon by the parties.

23. **ABANDONMENT AND ASSIGNMENT:** Schechter shall not, without first obtaining the written consent of the District, abandon the Premises, or allow the Premises to become vacant or deserted.

Schechter shall not, without first obtaining the written consent of the District assign, mortgage, pledge, or encumber this Agreement, in whole or in part. Schechter may, upon the written consent of the District, sublease the Premises, or a portion thereof, provided however that in no event shall Schechter sublet the Premises for any terms, conditions and covenants others than those contained herein. In no event shall such sublease relieve Schechter from any obligations under the Lease Agreement or this Amendment for the payment of rents or the performance of conditions, covenants and provisions of the Lease Agreement or this Amendment. Schechter shall be allowed to enter into financing agreements for equipment and tenant improvements whereby such equipment and tenant improvements will be used as security and do not become fixtures to the Premises. Without the prior consent of the District, Schechter shall not transfer or assign any of its rights hereunder other than to a not for profit entity, a primary purpose of which is the operation or support of Jewish day schools and which assumes all of Schechter's covenants and agreements hereunder. The District expressly covenants that such consent shall not be unreasonably or arbitrarily refused so long as the proposed subtenant would not be in conflict with legal considerations and/or the interests of the District as a condition of such approval the subtenant shall agree to be equally and fully bound by all of the non-rent terms recited in the primary lease and its amendments as though fully set forth in the sublease.

**BOARD OF EDUCATION OF SCHOOL
DISTRICT NO. 68**

Signature: /s/ Hank Schneider
Name: Hank Schneider
Title: President

**SOLOMON SCHECHTER DAY SCHOOL
SCHOOLS**

Signature: _____
Name: _____
Title: _____