

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

Regular Board of Education Meeting – October 20, 2009

The Board of Education of School District 68, Cook County, Illinois, met on the 20th day of October, 2009, 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
David Beller
David Ehrlich
Paul Livieri
Una McGeough
Hank Schneider

Absent: Tanja Tuck

Administrative staff members were present as follows:

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

Absent: None

Visitors:	Lila Ardell	Mary Hinsey	Nick Tarantello
	Angela Athanasopoulos	Ellan Miller	Rosemary Tate
	Natalie Dandino	Ellen Mocogni	Allison Zidek
	Carrie Guerard	Steve Spiegel	

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 Ehrlich, seconded by Member Beller, that the Board of Education approve the items on the Consent Agenda, which contained the following:

- a. Minutes
 - Regular Board of Education Meeting – September 15, 2009
 - Closed Board of Education Meeting – September 15, 2009
 - Closed Board of Education Meeting – October 3, 2009
- b. Personnel: Family Medical Leave: S. Ruse; Classified Appointment: A. Daniel, M. Trevino; Administrator Salary Compensation Report
- c. Financial Reports
- d. September expenditures as follows: (a) accounts payable checks dated 9/30/09 in the amount of \$503,710.53; (b) handwritten checks in the amount of \$233,571.55; (c) payroll checks in the amount of \$1,379,216.45; for a total of \$2,116,498.53 checks issued for September.

Upon roll call, the members voted as follows:

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

NAY: None

Motion carried.

3. 2009 ISAT REPORT

Assistant Superintendent Phillips presented a summary of the results of the ISAT test that was administered to District 68 students last spring. She provided information about the No Child Left Behind legislation and district demographic trends which have impacted scores. She highlighted 2009 ISAT performance differences between subgroups and in comparison with 2006 ISAT performance. Dr. Phillips described the interventions in place to support struggling students and plans to focus on specific areas during teacher institute days. There was discussion about how best to address the decline in scores and meet the needs of the changing district population. President Schneider thanked Dr. Phillips for her report.

4. 2009 SUMMER SCHOOL REPORT

Assistant Superintendent Phillips reviewed the 2009 Summer School program. She noted that overall enrollment has declined significantly over the years especially in enrichment classes, while basic skills and ELL needs have increased. There was support for decreasing the number of enrichment classes to reduce the number of classes which are cancelled due to lack of enrollment. There was discussion about the importance of supporting students through the basic skills program. President Schneider thanked Dr. Phillips for her report.

5. 2010 SUMMER SCHOOL FEES AND RELATED TRANSPORTATION

It was moved by Member McGeough, seconded by Member Anson, that the Board of Education increase tuition for Summer School from \$115.00 per course to \$120.00 per course; continue a \$10 per course discount for tuition paid by April 16, 2010; maintain

the registration fee at \$10.00 per student; and maintain the Summer School bus fee at \$95 per student. During discussion there was a suggestion to consider a larger discount for early payment when recommending fees for 2011.

Upon roll call, the members voted as follows:

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

NAY: None

Motion carried.

6. POLICY 6141 CURRICULUM CONTENT

After discussion, this item was tabled for future consideration.

7. REVISION OF POLICY 5117 PUPIL ENROLLMENT

It was moved by Member Anson, seconded by Member Beller, to revise Policy 5117 Pupil Enrollment, as follows:

Pupil ~~Open~~ Enrollment and Transfer

5117

The Board shall determine the number of attendance units, their geographic location and grade span according to the needs of the school district and its school population.

The administration shall assign pupils to the schools and grade levels in the District. Assignment of students shall take into account pupil residence, age, current grade, readiness and ability of the child to do the work of a particular grade. Admission and placement standards shall be under the direction of the Superintendent. The Superintendent shall so organize attendance areas and staff assignments so as to achieve as balanced enrollments as possible and comparable staff-pupil ratios at each school. Enrollment information shall be provided annually to the Board.

Parents may request enrollment of elementary pupils at schools outside their regular attendance areas. Such requests shall be made prior to ~~July 1~~ **May 15** preceding the school year when the enrollment is to take effect and shall be limited so as not to worsen any enrollment imbalance with the school of the highest enrollment. The Superintendent may approve enrollment reassignments resulting in imbalance if in the Superintendent's judgment such enrollment would be in the best interest of the child involved and would have no adverse effect on the staffing factors of the grade level teams at the sending and receiving school. Parents may request transfer of pupils between attendance centers during the school year for compelling child benefit reasons; such transfers shall be made only with the approval of the Superintendent after and examination of each circumstance. Parents are responsible for transportation outside the school attendance zone in which the child resides.

Policy adopted by the Board of Education on February, 1962
Last Revised: 4/20/04

Upon roll call, the members voted as follows:
AYE: Anson, Beller, Ehrlich, Livieri, McGeough, Schneider
NAY: None
Motion carried.

8. WAIVER OF STATE HOLIDAY IN SCHOOL CALENDAR

President Schneider opened the hearing on the Board's intent to apply for a waiver to attend school on Casimir Pulaski Day. Superintendent McTague explained the reasons for the waiver. President Schneider asked for comments from the audience. There were none. The hearing was adjourned.

It was moved by Member Livieri, seconded by Member Ehrlich, that the Board of Education apply to the Illinois State Board of Education for a waiver to attend school on Casimir Pulaski Day, beginning with 2009-10.

Upon roll call, the members voted as follows:
AYE: Anson, Beller, Ehrlich, Livieri, McGeough, Schneider
NAY: None
Motion carried.

9. BOARD GOVERNANCE RETREAT

The Board discussed the Board retreat and how to continue the process of self-reflection. The possibility of building something regularly into the Board meetings to provide a platform for this discussion was raised. It was also suggested focusing this discussion on developing Board mission statements and revisiting these regularly or using the District Performance Scorecard as the basis of an annual discussion about Board goals and priorities. There was agreement to start by looking at the District Performance Scorecard and an ISBE template for ongoing self-reflection at the next meeting.

10. NILES TOWNSHIP DISTRICT FOR SPECIAL EDUCATION #807

Member McGeough summarized the September 22, 2009 meeting of the Niles Township District for Special Education #807 Board. President Schneider thanked Member McGeough for her report.

11. MEMORANDUM OF AGREEMENT FOR THE 2009 H1N1 VACCINATION PROGRAM

It was moved by Member Beller, seconded by Member Ehrlich, that the Board of Education approve the Memorandum of Agreement between the district and the Skokie Health Department for the 2009 Novel Influenza A H1N1 Vaccination Program (see Exhibit A).

Upon roll call, the members voted as follows:
AYE: Anson, Beller, Ehrlich, Livieri, McGeough, Schneider
NAY: None
Motion carried.

12. COMMUNICATIONS

The Board reviewed several Communication items.

13. ADJOURN THE MEETING TO CLOSED SESSION

It was moved by Member Beller, seconded by Member Livieri, to move the meeting to closed session at 9:27 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 lease of school property per 5 ILCS 120/2(c)(6).

Upon roll call, the members voted as follows:

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

NAY: None

Motion carried.

Beth Millard, Board Secretary

Hank Schneider, President

MEMORANDUM OF AGREEMENT BETWEEN

Skokie School District 68

(Public or Private Entity)

AND

**THE SKOKIE HEALTH DEPARTMENT
FOR THE FALL 2009 NOVEL INFLUENZA A H1N1 (SWINE FLU)
VACCINATION PROGRAM**

This **MEMORANDUM OF AGREEMENT** ("MOA") is entered into between Skokie School District 68 ("Entity") as the owner and operator of a public school, private school, daycare center, daycare home, or preschool (individually referred to as "Entity" and collectively as "Entities") located within the Village of Skokie ("Village") and the Skokie Health Department ("Department"), to describe the responsibilities of Entities participating in the National 2009 Novel Influenza A H1N1 Vaccination Program of children, as implemented by the Department within Skokie, as follows:

RECITALS

WHEREAS, the Village operates the Skokie Health Department, a local health department certified by the Illinois Department of Public Health (IDPH) to serve the Village; and

WHEREAS, federal, state and local health authorities are responding to an outbreak of novel influenza A H1N1 ("H1N1") in the United States which began in the Spring of 2009; and

WHEREAS, H1N1 is a novel virus, meaning that the population has little or no immunity to protect itself against illness caused by the virus; and

WHEREAS, the age groups that appear to be most impacted by the H1N1 virus, based upon information available from the early stages of the outbreak, are children and young people up to age 24; and

WHEREAS, the federal government has secured vaccine against the H1N1 virus, and related supplies for administration (collectively "Vaccine Supplies"), and is making the Vaccine Supplies available to state and local public health departments and healthcare providers for distribution and administration to members of the public; and

WHEREAS, while many persons in the priority groups for vaccination will choose to receive vaccine through private healthcare providers, it is anticipated that public health clinics will need to be held in order to permit rapid vaccination of the majority of the population; and

WHEREAS, the Department proposes to work cooperatively with Entities to conduct an H1N1 vaccination clinic at a designated location (school, daycare or preschool) to provide vaccination to children whose parents or guardians consent to have them vaccinated, and to offer vaccinations to Entity staff who have signed consents to be vaccinated;

NOW THEREFORE, the parties agree as follows:

Section 1: Incorporation of Recitals. The above recitals are incorporated into this MOA.

Section 2: Term and Termination. This MOA shall be effective upon execution by both parties and shall expire upon completion of the H1N1 Vaccination Program at Entity, or on March 31, 2010, whichever shall occur later. This MOA may be renewed upon written agreement of the parties in the event H1N1 vaccination programs continue to be undertaken during subsequent school years. This MOA may be terminated by either party upon advance written notice.

Section 3: Overview of Program. Subject to the availability of sufficient quantities of Vaccine Supplies, the Department will conduct an H1N1 Vaccination Program at Entity on one day as agreed upon by the Department and Entity. The program shall be directed by the Department, which is working in cooperation with the IDPH and applicable authorities in carrying out a response to a pandemic of H1N1 influenza. The vaccine shall be offered at no charge. The specific responsibilities of the Department and the Entity shall be as set forth below. Although the responsibilities are well delineated, additional unforeseen duties may arise and must be addressed as needed.

Section 4: Responsibilities of the Department. The Department shall:

- A. Schedule the date of the H1N1 vaccination clinic at an Entity location which will operate under the authority of the Department, and in accordance with the Department Director's Public Health Physician Standing Order for Administration of H1N1 Vaccine.
- B. Provide the Centers for Disease Control and Prevention ("CDC") Vaccine Information Sheet ("VIS") concerning the H1N1 virus and vaccine, the Department H1N1 Influenza Vaccination Screening and Consent Forms ("Consent Form"), and the Department Notice of Health Information Privacy Practice (HIPAA) Form to Entity for distribution by Entity to parents/guardians and staff. The VIS form must be copied by Entity, other forms will be provided by the Department in sufficient quantity for all children and staff.
- C. Ensure that licensed and appropriately credentialed persons approved by the State of Illinois administer vaccine ("Vaccinators") at the clinic.
- D. Provide onsite direction and oversight of all personnel assisting with clinic operations, including vaccinators, Village employees and volunteers organized by the Entity. Conduct criminal background checks on all vaccinators, other than Village employees, intended to be used at the site by the Department and will not utilize any person whose criminal background check reveals items that would prohibit the vaccinator from working with children pursuant to Section 10-21.9 of the Illinois School Code. Ensure that clinics are operated in accordance with Department Protocols and the Department Director's Public Health Physician Standing Order for Administration of H1N1 Vaccine.
- E. Deliver all required Vaccine Supplies to the designated location on the day of the clinic.
- F. Provide a copy of the Consent Form, which documents vaccine administration, to Entity for transmittal to the vaccinated child's parent or guardian, and provide vaccinated staff with a copy of the Consent Form (Department to retain originals).
- G. Create and maintain a record of vaccines administered as part of the Vaccination Program.

H. At the conclusion of the clinic, sanitize the hard surfaces in the areas where vaccine was administered and remove all medical waste generated as part of the Vaccination Program from the premises.

Section 5: Responsibilities of Entity. The Entity shall:

- A. Work with the Department to create an individualized plan for the Vaccination Program for each designated clinic location.
- B. Notify parents/guardians and staff of the date of the Department H1N1 vaccination clinic at the designated location, and distribute the CDC VIS form, Consent Form and HIPAA Form. Parents and guardians will be allowed to attend the vaccination clinic during the time that their child is vaccinated, if desired.
- C. With Department assistance identify an appropriate space for holding the clinic at the designated location. Set up the clinic space with tables and chairs and other items as requested by the Department on the scheduled day of the clinic.
- D. Identify support staff, either parent/guardian volunteers or Entity staff, to assist with various non-medical duties during the Vaccination Program as requested by the Department.
- E. Entity nurses will be expected to assist with the clinics, in a mutually agreed upon role which may include administration of vaccine. Entities are encouraged to reach out to parents/guardians who are nurses, physicians, or pharmacists licensed in Illinois, to assist with administration of vaccinations if possible.
- F. Prior to the vaccination clinic collect all Consent Forms completed and signed by parents or guardians. Staff signed Consent Forms will be collected at the time of the clinic.
- G. Children whose parent or guardian has submitted signed consent forms will be vaccinated during the onsite clinic. Ensure that these children are brought to the clinic for vaccination.
- H. Transmit a copy of the Consent Form, documenting vaccination, to the vaccinated child's parent or guardian.
- I. Direct follow-up inquiries from vaccinated children's parents or guardians to the Department.

Section 6: Confidentiality. The parties shall comply with all applicable laws relating to the confidentiality of health information generated, created or reviewed in connection with the Fall 2009 H1N1 Vaccination Program. The parties shall maintain the confidentiality of, and refrain from disclosing, personally identifiable health information except as permitted by law.

Section 7: Indemnification. The Entity and the Village, through the Department, each agree to mutually indemnify, defend and hold harmless the other party and their respective board members, officers, employees and agents from all claims, causes of action, damages, whether to person (including death) or property, costs, including reasonable attorneys' fees and losses, which arise out of or in connection with the acts or omissions of the indemnifying party.

Section 8: Miscellaneous. The following terms shall also apply with respect to the Vaccine Program described in this MOA:

- A. Entire Agreement. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof. No promises, terms, or conditions not recited, incorporated, or referenced herein shall be binding upon any party.
- B. Amendment. This Agreement may be amended only upon the written agreement of both parties.
- C. Assignment. This Agreement may not be assigned by either party.
- D. Relationship of the parties. Each party to this agreement shall be responsible for its own acts and omissions and those of its officers, employees and agents. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party with respect to the other or with respect to third parties, nor shall it be construed to create or increase liability of either party beyond that which is otherwise imposed upon it by law.
- E. No Third Party Beneficiaries. The terms of the Agreement shall be binding upon and inure to the benefit of the parties only.
- F. Severability. If any covenant, condition, provision, or term of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, and terms of this Agreement shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Agreement shall be valid and in force to the fullest extent permitted by law.
- G. Governing Law. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.
- H. Notices. Any notices required to be given under this agreement shall be sent by U.S. Mail and by confirmed facsimile to:

Entity: Skokie School District 68
 Address: 9440 Kenton Avenue
Skokie, IL 60076

 Phone: 847/676-9000
 FAX: 847/676-9232

Skokie Health Department
 5127 Oakton Street
 Skokie, Illinois 60077

IN WITNESS WHEREOF, the parties agree to the above terms and have caused this MOA to be signed by their duly authorized representatives:

ENTITY Skokie School District 68

SKOKIE HEALTH DEPARTMENT

Hank Schneider, Board President
Date October 20, 2009

Catherine A. Counard, M.D., M.P.H.
Director of Health