

AGENDA
The First Meeting of the Month of February
of the Board of Education of Township High School District 214
will be held on Thursday, February 11, 2021
in Room D100/101 of the Forest View Educational Center
2121 S. Goebbert Road, Arlington Heights, IL
at 7:00 p.m.

The Board of Education meeting will be conducted in person in Room D100/101 with a maximum of 50 people allowed in that meeting area. Any additional attendees will be accommodated in other meeting spaces in the Forest View Educational Center with audio feed from the meeting room.

- I. CALL TO ORDER
President Petro
- II. ROLL CALL
Mrs. Knoepfle
- III. PLEDGE OF ALLEGIANCE
- IV. APPROVAL OF MINUTES
Regular Meeting of January 21, 2021
Closed Session Meeting of January 21, 2021
- V. PUBLIC COMMENTS
- VI. SUPERINTENDENT’S REPORT
Freedom of Information Act Report
Financial Update
Food and Nutrition Services Update
- VII. BOARD MEMBER UPDATES
- VIII. CONSENT CALENDAR
 - 2021-013 Accounts Payable
 - 2021-014 Personnel Transaction Report
 - 2021-015 Destruction of Closed Minutes Audio Recordings
 - 2021-016 Review of Closed Session Minutes
 - 2021-017 2021-22 Capital Projects Program – Bids
 - 2021-018 Intergovernmental Agreement with the Village of Wheeling - Easement for South Street
 - 2021-019 O’Hare Noise Compatibility Commission
 - 2021-020 2021-22 Academic Handbook Revisions and Curriculum Changes -Part Two
- IX. ACTION ITEM (The public may comment on each item after Board discussion.)
 - 2021-021 Resolution Authorizing Commencement of Vaping Litigation
- X. DISCUSSION ITEM (The public may comment on each item after Board discussion.)
 - 2021-022 2021 Summer School Program
 - 2021-023 2021-22 Preliminary Budget Guidelines and Assumptions

XI. CLOSED SESSION

- The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with [the Open Meetings Act]. 5 ILCS 120/2(c)(1), amended by P.A. 101-459;
- Student disciplinary cases. 5ILCS 12/2(c)(9);
- Collective negotiating matters between the district and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5ILCS 120/2(c)(2).

XII. RECONVENE IN OPEN MEETING

Immediately following the Closed Session, the Board of Education will reconvene in Open Session and may take action deemed necessary as a result of the Closed Session discussions.

- The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with [the Open Meetings Act]. 5 ILCS 120/2(c)(1), amended by P.A. 101-459;
- Collective negotiating matters between the district and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5ILCS 120/2(c)(2).

XIII. ADJOURNMENT

MINUTES

The Minutes of the First Regular Meeting
of the Month of January of the Board of Education
Township High School District 214 held on January 21, 2021
at the Forest View Educational Center,
2121 S. Goebbert Road, Arlington Heights, Illinois
at 7:02 p.m.

President Petro called the meeting to order at 7:02 p.m. and R. Knoepfle called the roll. The following members were present:

William Dussling	Vice President
Mark Hineman	Member
Alva Kreutzer	Member
Mildred Palmer	Member
Dan Petro	President

The following members attended the meeting remotely:

Leonard Walker	Member
Todd Younger	Member

Absent at roll call:

None

Also present at the meeting were: D. Schuler, superintendent; C. Johnson, associate superintendent for finance and operations; K. Kraft, associate superintendent for human resources; L. Lopez, associate superintendent for teaching and learning; M. Johnson, assistant superintendent for student services; P. Mogge, director of community engagement and outreach; T. Schlorff, director of instructional technology and technology services; E. Holmes, assistant director of community engagement and outreach; R. Knoepfle, executive assistant to the school board and superintendent; C. Uhle, director of administrative services; staff members; parents; students; and citizens.

1. PLEDGE OF ALLEGIANCE

President Petro led the Board and audience in the Pledge of Allegiance.

2. APPROVAL OF MINUTES

It was moved by Palmer and seconded by Kreutzer that the Board of Education approve the minutes of the Regular Meeting of December 10, 2020 and the Closed Session of December 10, 2020.

Upon roll call, the motion carried.

Ayes: Dussling, Hineman, Kreutzer, Palmer, Walker, Younger, Petro

Nays: None

3. PUBLIC COMMENTS

E. Bauer, an Arlington Heights resident, addressed the Board regarding student success rates and the third quarter plans for return to school instruction.

M. Zaflocka, an Arlington Heights resident, addressed the Board regarding the third quarter plans for students return to school.

R. Menninga, an Arlington Heights resident, addressed the Board regarding in-person instruction and the school board election.

T. Bauer, a RMHS student, addressed the Board regarding students' ability to have in-person instruction consistently.

4. SUPERINTENDENT'S REPORT

D. Schuler reported that the district responded to the following Freedom of Information Act requests consistent with Illinois School Code:

- E. Bauer requested student information.
- T. Oliver/Sycamore Learning Co. requested student information.
- K. Murschel requested communication/correspondence information.
- N. Hoover/Amazing Educational Resources requested personnel information.
- M. Jankowski requested student information.
- K. Rhan/Local 1185 requested School Board contact information.
- T. Robb/Journal & Topics requested financial and personnel information.
- J. St. Paul/Chicago Carpenter Local 1185 requested bid information.

D. Schuler noted that beginning this week, District 214 implemented the updated plans to maximize the opportunity for in-person attendance for those wishing to attend more frequently while still maintaining social distance requirements. Remote learning continues to remain an option for all. At this point, there are approximately 2,800 students at the six comprehensive schools who chose in-person instruction for the third quarter. D. Schuler also explained that since the beginning of the academic year, students in select programs have been in school, and all have had the opportunity to participate in co-curricular activities in line with public health guidelines. The administration's first priority remains the health and safety of students. The ultimate objective is to get all back in school safely, in accordance with public health recommendations.

D. Schuler introduced Dr. Lopez, associate superintendent for teaching and learning to share a teaching and learning update.

L. Lopez explained that since the onset of school mitigation efforts, the District has been concerned about the potential impact on course completion. L. Lopez presented information on the fall's course pass rates including grades of A, B, C, D, and P. The overall success rate for students first semester was just under 95%, which is a testament to the hard work of staff and students.

L. Lopez described an overview of plans for academic interventions and support across the district. The administration anticipates approximately 125-150 students, particularly seniors, will take advantage of a February intersession. This credit recovery opportunity will be facilitated through the Young Adult Program and will be available to all students with priority being given to seniors. The traditional course fee will be waived.

L. Lopez noted that on-going professional development has been key to supporting classroom teachers challenged with delivering instruction in entirely new ways. There are a variety of academic interventions being employed throughout the District 2nd semester. Schools reached out personally to their at-risk

student populations to encourage them to come to school. Both virtual and in-person tutoring sessions are occurring and school psychologists are integrating executive functioning skills in the classroom. L. Lopez noted a highlight of academic interventions being shared and deployed across the school sites.

Knowing that the pandemic has taken a toll on the mental health of our students and families, student services staff, are identifying the best tools to deliver needed supports, honoring schedule changes that are in the best interest of the student, and adapting counseling curriculum for delivery in classrooms with a focus on mental health awareness. The Community Resource Guide supports families in need of food, clothing, housing, and mental health assistance. District-wide, school staff have increased their communication with families, conducted home visits, and facilitated support groups based on data collected by problem-solving teams.

Board discussion included:

- the challenges schools have had adjusting to the limitations set by governmental agencies and by a constantly moving plan;
- the district continues to lead with a relevant curriculum for students, with over 10,000 dual credit enrollments even during these challenging times;
- the student services staff are doing the best they can to support families and provide therapy for families who have lost everything;
- problem solving teams meet weekly to review students who need additional services, both academic and for social and emotional support, and for anyone in crisis, the district is able to respond rapidly with partner agencies. The intensity and quantity of services has greatly increased with the pandemic and the District is developing screening plans for the reintegration of all students back in the schools;
- the District continues to develop additional paid internships to assist students who need to work while still attending school.

D. Schuler announced that the District is beginning the Winter Sports programs as of today, in line with IDPH and IHSA guidelines and protocols, and is prepared and ready to begin spring and summer sports seasons as soon as given a 'thumbs up' to do so. The District has been very active in advocating for sports to return to high schools when public health officials deemed it is safe to do so. Staff is on weekly calls with IHSA (Illinois High School Association) and IDPH. D. Schuler remains optimistic that students and parents will see more high school sports this second semester.

D. Schuler reported that earlier this week, President Petro asked him about the possibility of visiting a school and some classrooms. If other School Board Members would like to visit schools and talk with students and teachers, he asked them to reach out to the principals directly or let his office know and that will be to facilitated.

Anecdotally, the administration has heard that students and staff like the block schedule being used this school year. As planning begins for next school year, the District will survey students and parents next week regarding whether they would prefer to stick with a block schedule for next year or return to the schedule that was in place last year at their respective school building. He encouraged everyone to share their thoughts and perspectives.

D. Schuler reported that an education omnibus bill was approved by the General Assembly recently that has a significant impact on K-12 school districts. The bill was introduced only a few days before the end of last session and was approved 4-5 days after the language had been released. The legislation that was passed calls for students entering 9th grade during the 2028 – 2029 school year to pass two years of a World Language in order to graduate. It also includes a graduation requirement for students to pass a new

year-long Technology Literacy class. D. Schuler reminded the Board that the District is very active in advocating with our elected officials on pending legislation that may have an impact on our district and noted that this certainly was one of those pieces of legislation.

D. Schuler reminded everyone that the District will hold a Board Candidate Orientation on February 4, 2021 for all of the candidates running for the School Board in the April election.

Lastly, D. Schuler pointed out that beginning on Monday individuals in the 1b category will be able to begin getting vaccinations. Category 1b includes teachers and school personnel. While there doesn't seem to be a significant amount of vaccine available currently, the administration has been working very hard to ensure our staff have access and opportunity to the vaccine as it does become available. Administrators have reached out to medical providers and the Cook County Department of Public Health about partnering with them. Developments will continue to unfold fairly quickly, and he noted that he will keep the Board, our staff, and the community informed as events warrant.

Board discussion included:

- appreciation of the administration efforts to bring vaccination sites to the district to decrease the time needed by staff to secure the vaccines;
- the District currently is not mandating staff receive the vaccine, however, once the vaccines are readily available, the expectation is that lack of a vaccine will not be an excuse to work remotely;
- food service continues to provide daily snacks to students while still offering the weekly food packs to families each Wednesday afternoon for pick-up;
- how the process for scheduling students for third quarter was done to accommodate those students wishing to return to full in-person instruction using the technology department programming and then the hand-scheduling by school personnel to safely maximize the number of students in classes.

5. BOARD MEMBER UPDATES

B. Dussling reported that the fine arts staff proceeded last week with a virtual "Art Expo Throwdown," which was a twist on the annual Art Exposition, which features work created by District 214 and students from the sender districts. This year the show went virtual, presenting five works of art from each school and giving art lovers a chance to vote online for their favorite high school and middle school. He also reported that the State Comptroller's office is approximately \$2.6 million behind in remitting Illinois State Board of Education approved funds to the district.

M. Palmer reported on the numerous conversations she has had with students and parents in the RMHS community and the difficulties for students in general, now amplified during a pandemic. She asked about the return to full-time instruction, the survey, and the communications from the District. She also asked about the discrepancies she was hearing regarding what the plans and expectations were for the final week of first semester

6. APPROVE CONSENT CALENDAR

2021-001 through 2021-008

Items 2021-001 through 2021-008 appearing on the Consent Calendar were presented for the Board's consideration.

A. Kreutzer requested that item 2021-007 be considered separately.

It was moved by Dussling and seconded by Kreutzer that the Board of Education approve Items 2021-001 through 2021-006 and Item 2021-008 appearing on the Consent Calendar as presented.

Upon roll call, the motion carried.

Ayes: Dussling, Hineman, Kreutzer, Palmer, Walker, Younger, Petro
Nays: None

A. Approve Accounts Payable 2021-001

Actual December 10, 2020 listing:	
Educational Fund Listing	\$1,867,265.02
Operations and Maintenance	187,519.18
Transportation Fund	258,144.52
Capital Projects	119,415.61
TOTAL	<u>\$2,432,344.33</u>

Checks Dated: December 10, 2020
Check Numbers: 740589 through 740882

Actual December 16, 2020 listing:	
Educational Fund Listing	\$30,259.84
Operations and Maintenance	1,072.80
TOTAL	<u>\$31,332.64</u>

Checks Dated: December 16, 2020
Check Numbers: 740891 through 740894

Transfers Dated December 1-31, 2020 listing:	
Educational Fund Listing	\$4,369,903.00
Operations and Maintenance	43,552.71
Capital Projects	126.00
TOTAL	<u>\$4,413,581.71</u>

Actual January 7, 2021 listing:	
Educational Fund Listing	\$2,138,874.36
Operations and Maintenance	373,393.65
Transportation Fund	740,063.74
Capital Projects	182,113.99
TOTAL	<u>\$3,434,445.74</u>

Checks Dated: January 7, 2021
Check Numbers: 740905 through 741255

B. Personnel Transaction Report 2021-002

Approved Personnel Transaction Report attached to these minutes.

C. Destruction of Closed Meeting Audio Recordings 2021-003

Approved the destruction of closed session audio recordings for the following meetings:

June 13, 2019

D. Bleacher Repairs - Bid 2021-004

Accepted the bid from Carroll Seating Company in the amount of \$87,915.00 for the repair of bleachers and reject all proposals for the purchase of replacement bleachers.

<u>Vendor</u>	<u>Repairs</u>	<u>New Bleachers</u>
Carroll Seating Company (Elk Grove Village, IL)	\$87,915.00	\$198,540.25
Paddock Bleachers (Lockport, IL)	\$129,332.00	\$230,503.00

E. Athletic Flooring - Bid 2021-005

Accepted Base Bid 1 and 2 and Alternates 1 and 2 from Direct Fitness Solutions in the amount of \$67,945.13 for the purchase and installation of athletic flooring & the removal and reinstallation of athletic equipment at Buffalo Grove High School and Elk Grove High School.

<u>Vendor</u>	<u>Base Bid 1</u>	<u>Base Bid 2</u>	<u>Alt 1</u>	<u>Alt 2</u>
Direct Fitness Solutions (Chicago, IL)	\$43,010.60	\$24,934.53	No additional charge	
Consolidated Flooring of Chicago (Chicago, IL)	\$75,500.00	\$39,700.00	No Bid	No Bid
Dynamic Construction Inc. (Leander, TX)	\$80,740.00	\$49,407.00	No Bid	No Bid
Globe Line Construction Co. (Chicago, IL)	\$65,800.00	\$34,650.00	\$4,500	\$4,500
Sorinex Exercise Equip. Inc. (Lexington, SC)	\$75,191.39	\$40,210.48	No Bid	No Bid

F. Weight Room Equipment for Prospect High School - Bid 2021-006

Accepted the bid totaling \$35,465.00 from Direct Fitness Solutions for the purchase of weight room equipment for Prospect High School.

<u>Vendor</u>	<u>Total</u>
Direct Fitness Solutions (Chicago, IL)	\$35,465.00
Combat Brands, LLC (Lenexa, KS)	\$23,017.48**
Heartline Fitness – Midwest (Crest Hill, IL)	\$18,448.35*
The Fitness Connection (Elgin, IL)	\$20,312.15*
Tiles in Style LLC (DBA) Taza Supplies (Willowbrook, IL)	\$87.354.00

*Partial Bid

** Non-Compliant Bid

G. Elk Grove Park District Intergovernmental Agreement 2021-008

Approved the Master Intergovernmental Cooperation Agreement Regarding Recreational Use of Facilities Between Township High School District No. 214 and Elk Grove Park District.

7. SAINT VIATOR TURF FIELD AND STADIUM USE AMENDMENT NO. 2 2021-007

It was moved by Kreutzer and seconded by Dussling that the Board of Education approve Item 2021-007 appearing on the Consent Calendar as presented.

A. Kreutzer requested that this item be considered separately to get clarification about the length of time regarding the agreement. D. Schuler noted that this agreement is only for the remainder of this year as, with the potential increase use by the District and by RMU/Roosevelt University, the District wants to have additional time to review potential future schedules prior to extending any additional agreement with St. Viator.

There was no further discussion.

There were no comments from the public.

Upon roll call, the motion carried.

Ayes: Dussling, Hineman, Kreutzer, Palmer, Walker, Younger, Petro
Nays: None

Approved the Amendment No. 2 To The Agreement Regarding Turf Field and Stadium Enhancement, Construction Costs, And Use of The Forest View Educational Center Stadium Between Township High School District 214 and Saint Viator High School.

8. RESOLUTION AUTHORIZING COMMENCEMENT OF VAPING LITIGATION 2021-009

D. Schuler reported that the District's counsel Franczek informed the District about the federal litigation against Juul, Labs, Inc. and therefore, they wanted to bring this to the Board for discussion regarding any interest in partnering with other Districts across the country. He referenced the Illinois Youth Survey that indicates that the use and perceived use of vaping has been on a decline in the last couple of years, and the hope is that the pandemic has not changed that trajectory. In response to Board questions, D. Schuler clarified that the District would not need to direct any financial resources to join in this lawsuit, but could receive settlements that could offset the costs to the District that are used to deter the use of vaping by students.

Comments from the public following this discussion item:

E. Bauer, an Arlington Heights resident, addressed the Board regarding the incentives for law firms to entertain lawsuits such as this for their own benefit.

M. Zaflocka, an Arlington Heights resident, addressed the Board regarding whether or not the District's law firm is receiving a referral fee for signing districts onto this litigation.

9. CLOSED SESSION

It was moved by Dussling and seconded by Kreutzer that the Board of Education convene in Closed Session for the purpose of discussing:

- The appointment, employment, compensation, discipline, performance, or dismissal of specific employees specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a

volunteer of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with [the Open Meetings Act]. 5 ILCS 120/2(c)(1), amended by P.A. 101-459;

- Collective negotiating matters between the district and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5ILCS 120/2(c)(2).

Upon roll call, the motion carried.

Ayes: Dussling, Hineman, Kreutzer, Palmer, Walker, Younger, Petro
Nayes: None

The Board convened in Closed Session at 8:10 p.m.

10. RECONVENE IN OPEN SESSION

It was moved by Palmer and seconded by Kretuzer that the Board of Education reconvene in Open Session.

Upon roll call, the motion carried.

Ayes: Dussling, Hineman, Kreutzer, Palmer, Walker, Younger, Petro
Nayes: None

The Board reconvened in Open Session at 10:07 p.m.

11. PERSONNEL TRANSACTION REPORT II - Appointment 2021-010

It was moved by Palmer and seconded by Kretuzer that the Board of Education approve Personnel Transaction Report II, the following appointment, effective July 1, 2021:

- R. Kiolbassa, APSA for John Hersey High School

Upon roll call, the motion carried.

Ayes: Dussling, Hineman, Kreutzer, Palmer, Walker, Younger, Petro
Nayes: None

12. PERSONNEL TRANSACTION REPORT III – Resolution Authorizing Suspension Without Pay 2021-011

It was moved by Hineman and seconded by Kreutzer that the Board of Education approve Personnel Transaction Report III, the Resolution Authorizing Suspension Without Pay for J. Rubio.

Upon roll call, the motion carried.

Ayes: Dussling, Hineman, Kreutzer, Palmer, Walker, Younger, Petro
Nayes: None

13. PERSONNEL MATTERS – JOB DESCRIPTIONS

2021-012

It was moved by Kretuzer and seconded by Hineman that the Board of Education approve the following new and revised job descriptions as amended:

NEW

Assistant Director of Student Services
Director for Diversity, Equity and Inclusion and Professional Learning
Communication Coordinator
Digital Content Specialist
Community Engagement and Outreach Project Manager
Community Education Program Manager
Marketing and Multimedia Services Supervisor
Visual Communications Coordinator
Student Success Coach

REVISED

Director of Employee Relations
Executive Administrative Assistant – Superintendent
Executive Assistant to the School Board and Superintendent
Finance and Operations Supervisor
Human Resources Supervisor
Research Assessment Program Analyst
Student Information Systems Analyst
Teaching and Learning Supervisor
Student Services Administrative Assistant
Technology Assistant Help Desk 12 Month
Technology Assistant Help Desk 10 Month

and that the following additional duty be added to all Administrative and Supervisory job descriptions:

Collaborates with district and building leadership to ensure equity is infused in practice and remains at the forefront of efforts to disrupt inequities.

Upon roll call, the motion carried.

Ayes: Dussling, Hineman, Kreutzer, Palmer, Walker, Younger, Petro
Nays: None

14. ADJOURNMENT

It was moved by Kreutzer and seconded by Petro to adjourn. The motion carried.

The meeting adjourned at 10:10 p.m.

F. Daniel Petro, president

William J. Dussling, vice president

CLASSIFIED PERSONNEL TRANSACTION REPORT

EMPLOYMENT OF CUSTODIAL MAINTENANCE PERSONNEL 2020 - 2021

NEW

<u>Name:</u>	<u>Assignment</u>	<u>Salary</u>	<u>Hrs./Week</u>
AUCAPINA, LUIS	Weekend Holiday Generalist - 2nd Shift (CM)		
Remarks:	Grade I, WHG10, Step 1	\$18.78	40
	Initial Location: EGHS		
	Effective: February 12, 2021		

EMPLOYMENT OF EDUCATIONAL SUPPORT PERSONNEL 2020 - 2021

CHANGE

<u>Name:</u>	<u>Assignment</u>	<u>Salary</u>	<u>Hrs./Week</u>
MERCER, JANET	Administrative Assistant II (RMHS)		
Remarks:	Resignation		
	From: June 30, 2022		
	Effective: June 30, 2021		
NAVARRETE DE LA LUZ, JOEL	Technology Assistant - Help Desk (BGHS)		
Remarks:	Grade 5, Row 72	\$25.04	40
	From: Instructional Assistant (RMHS)		
	Effective: February 18, 2021		
NOWAK, DEBORAH	Attendance Assistant (JHHS)		
Remarks:	Resignation		
	From: End of School Year, 2022		
	Effective: June 1, 2021		

EMPLOYMENT OF TEMPORARY AND GRANT-FUNDED PERSONNEL 2020 - 2021

<u>Name:</u>	<u>Assignment</u>	<u>Salary</u>	<u>Hrs./Week</u>
MADRID, BRIAN	AVID Assistant (WHS)		
Remarks:	Grade 3, Row 80	\$21.39	22.5

Effective: February 12, 2021 - May 28, 2021

SCHROEDER, BRANDON

Remarks:

Instructional Assistant - Student Services (RMHS)

Grade 4, Row 80 \$22.32 37.5

Effective: February 12, 2021 - June 1, 2021

SPEEDY, CATHERINE

Remarks:

Instructional Assistant - Student Services (RMHS)

Grade 4, Row 80 \$22.32 27.5

Effective: February 12, 2021 - June 1, 2021

ITEM NO: 2020-015
DATE: February 11, 2021
FILE: Meetings

Subject: Destruction of Closed Meeting Audio Recordings

BACKGROUND INFORMATION:

The Illinois Open Meetings Act (5 ILCS 120/2.06) requires that Boards of Education keep a verbatim record of their closed meetings in the form of an audio or video recording. After 18 months have passed since being made, the audio or video recording of a closed meeting may be destroyed, provided the Board approved: 1) its destruction; and, 2) minutes of the particular closed meeting.

ADMINISTRATIVE CONSIDERATION:

The Board of Education approved the following minutes of the closed meetings as indicated:

<u>Date of Meeting</u>	<u>Date of Approval</u>
July 11, 2019	August 7, 2019

RECOMMENDED ACTION:

That the Board of Education approve the destruction of closed session audio recordings for the following meetings:

July 11, 2019

ITEM NO.: 2021-016
DATE: February 11, 2021
FILE: Meetings

Subject: Review of Closed Session Minutes

BACKGROUND INFORMATION:

The Illinois Open Meetings Act requires that the minutes of closed sessions of public bodies be reviewed to determine whether the need for confidentiality continues to exist. If there is no longer a need for confidentiality, the Act requires that the minutes be opened and made available to the public.

ADMINISTRATIVE CONSIDERATION:

The minutes of closed sessions of the Board of Education have been reviewed for the period July 1, 2020 through December 31, 2020. Confidentiality remains necessary regarding the issues discussed at the meetings during that period. Therefore, no minutes from closed sessions for that period should be opened and made available to the public.

RECOMMENDED ACTION:

That the minutes of the closed session of the Board of Education for the period of July 1, 2020 through December 31, 2020 will remain closed and unavailable for public inspection.

ITEM: 2021-017
DATE: February 11, 2021
FILE: Capital Projects Program

Subject: **2020-21 Capital Projects Program - Bids**

BACKGROUND INFORMATION:

The current foam roofing systems have well exceeded their life expectancy. It is no longer cost effective to continue patching roofs. The board approved roofing work at Prospect High School, John Hersey High and Wheeling High School during the summer of 2020. During the upcoming summer of 2021, the District will address roofs at three buildings: Elk Grove High School (EGHS), Rolling Meadows High School (RMHS) and Buffalo Grove High School (BGHS). The Prospect High School (PHS) curtain walls (window systems) will continue to need replacing in several areas due to leakage.

ADMINISTRATIVE CONSIDERATIONS:

Contractors were requested to submit bids for multiple roof areas at RMHS, EGHS and BGHS. Each area is considered a contract referenced A through G. Additional work for alternate contracts at BGHS and RMHS were also requested. Recommended acceptable bids are for the following school roof areas:

BGHS: Base Bids A, B & C for seven roof areas

EGHS: Base Bid D for five roof areas

RMHS: Base Bids E & F for eight roof areas

BGHS: Alternate Bids 2 & 3 will not be awarded

RMHS: Alternate Bid E 1 and Base Bid G will not be awarded

Prospect High School Curtain Wall (window systems) is a continuation of the work begun last year to address the failing curtain wall systems at the school. Recommended acceptable bids will be for the base bid plus alternates 1, 2 and 3.

The total of recommended bids presented is \$12,133,000.

The fees for architectural, design, engineering, construction management, general conditions, builders risk, and general liability insurance will be \$921,346 for a total estimated cost of \$13,054,346.

RECOMMENDED ACTION:

The Board of Education accept the following bids:

BGHS	Riddiford Roofing Co. for seven roof areas	\$5,395,000
EGHS	A-1 Roofing Co. for five roof areas	\$1,147,000
RMHS	A-1 Roofing Co. for eight roof areas	\$3,377,000
PHS	Happ Builders, Inc. for Curtain Wall (window systems)	\$2,214,000

The Board hereby authorizes its Superintendent or designee to approve and execute contracts on behalf of the Board for services related to the project, and to approve and execute change orders.

With respect to change orders that necessitate an increase in the cost of contracts by 10% or more, or which will change the time of completion by a total of 30 days or more, the Board hereby authorizes its Superintendent or designee to make the written determinations required by 720 ILCS 5/33E-9, that: (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the District and is authorized by law.

ITEM: 2021-018
DATE: February 11, 2021
FILE: Intergovernmental Agreement

Subject: Intergovernmental Agreement with the Village of Wheeling – Easement for South Street

Full Title: Intergovernmental Agreement Between the Village of Wheeling and Township High School District 214 Providing for the Usage of Village Owned Land by Wheeling High School

BACKGROUND INFORMATION:

On April 20, 1981, the Board of Education approved an agreement with the Village of Wheeling which allows District 214 use of a 33 foot strip of land adjacent to and north of Wheeling High School. The parcel is referred to as South Street and consists mostly of the driveway on the north and the north end of the stadium. In return, District 214 maintains the land. The agreement was for five years and extensions were approved on March 24, 1986, January 24, 1991, March 7, 1996 and for ten year periods on March 8, 2001 and March 3, 2011.

ADMINISTRATIVE CONSIDERATIONS:

The Village and Wheeling High School have worked cooperatively over the past years and it is to our advantage to maintain it at the same level of appearance as the school property. The previous agreement was for 10 years and administration recommends the same for this agreement. The Village of Wheeling Board has approved the intergovernmental agreement at their February 1, 2021 meeting.

RECOMMENDEND ACTION:

That the Board of Education of District 214 approve the Intergovernmental Agreement with the Village of Wheeling for the South Street Easement.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
WHEELING AND TOWNSHIP HIGH SCHOOL DISTRICT 214 PROVIDING
FOR THE USAGE OF VILLAGE OWNED LAND BY WHEELING HIGH
SCHOOL**

AGREEMENT made and entered into by and between the Village of Wheeling (hereinafter "Wheeling") and Township High School District 214 (hereinafter "District 214");

WITNESSETH

WHEREAS, the Village of Wheeling is a home rule unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, District 214 is a school district organized and existing under the Illinois School Code, as amended, 105 ILCS 5/1-1, *et. seq.*; and

WHEREAS, District 214 beneficially owns certain property within the corporate limits of Wheeling, on which is presently operated Wheeling High School (the "Wheeling High School Property"), and the Village owns a 33 foot strip of land, dedicated for street purposes but not presently being used as a street, which is adjacent to and north of the Wheeling High School property; and

WHEREAS, In 1981, the Village and District 214 entered into an Intergovernmental Agreement which allowed District 214 to use the 33 foot strip of land for operational purposes of Wheeling High School; and

WHEREAS, the 1981 Intergovernmental Agreement has been continually renewed with the last renewal taking place in 2011; and

WHEREAS, it is in the best interests of both Wheeling and District 214 to renew the agreement for a ten year period in order to permit District 214 to use and provide maintenance of the 33 foot strip of land adjacent to and north of the Wheeling High School property for school purposes; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution (1970), and the Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1, *et. seq.*, provide authority for intergovernmental agreements and cooperation between units of local government and school districts.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, Wheeling and District 214 agree as follows:

1. Wheeling hereby grants District 214 a license to use and provide maintenance of the dedicated 33 foot strip of land adjacent to and north of the Wheeling High School property for school purposes in connection with its operation of

Wheeling High School. The 33 foot strip of land which is subject of said license (hereinafter "the strip") is legally described and depicted on Exhibit "A" hereto, and incorporated by reference herein.

2. District 214 shall not construct or erect, or permit to be constructed or erected, any building or other permanent structure upon the strip.
3. District 214 shall properly maintain the strip. Such maintenance shall include, without limitation, all weed cutting reasonably required, all mowing and grass cutting reasonably required, and removal of all refuse and litter.
4. District 214 shall be solely responsible for, and shall defend, indemnify and hold harmless Wheeling from and against any and all claims, costs, damages, and expenses Wheeling may suffer, incur, sustain, or become liable for on account of any injury to, or death of, any person or persons, or damage to, or destruction of, any real or personal property, that may be caused by or asserted by reason of District 214's use or maintenance of the strip, or may be otherwise claimed or asserted against Wheeling with respect to the strip while this Agreement is in force and effect.
5. This Agreement shall continue in full force and effect for ten (10) years from the date hereof, or until termination of this Agreement pursuant to Paragraph 6 hereof.
6. Either party may terminate this Agreement at any time by 30 days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly designated officials, pursuant to proper resolution of their respective governing bodies.

VILLAGE OF WHEELING

Village President

Date

Attest:

Village Clerk

TOWNSHIP HIGH SCHOOL DISTRICT 214

President, Board of Education

Date

Attest:

Secretary, Board of Education

EXHIBIT A

LEGAL DESCRIPTION AND SURVEY

THE SOUTH 33.0 FEET OF THE WEST 909.26 FEET OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 42 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

ALSO SHOWN AS SOUTH STREET AS DEDICATED IN ANDERSON'S SUBDIVISION, RECORDED AS DOCUMENT NUMBER 15666339 ON JULY 10, 1953 WITH THE COOK COUNTY RECORDER OF DEEDS.

1203 WHITE OAK ST
 ARLINGTON HEIGHTS, ILL. 60005
 PHONE: (708) 253-6344

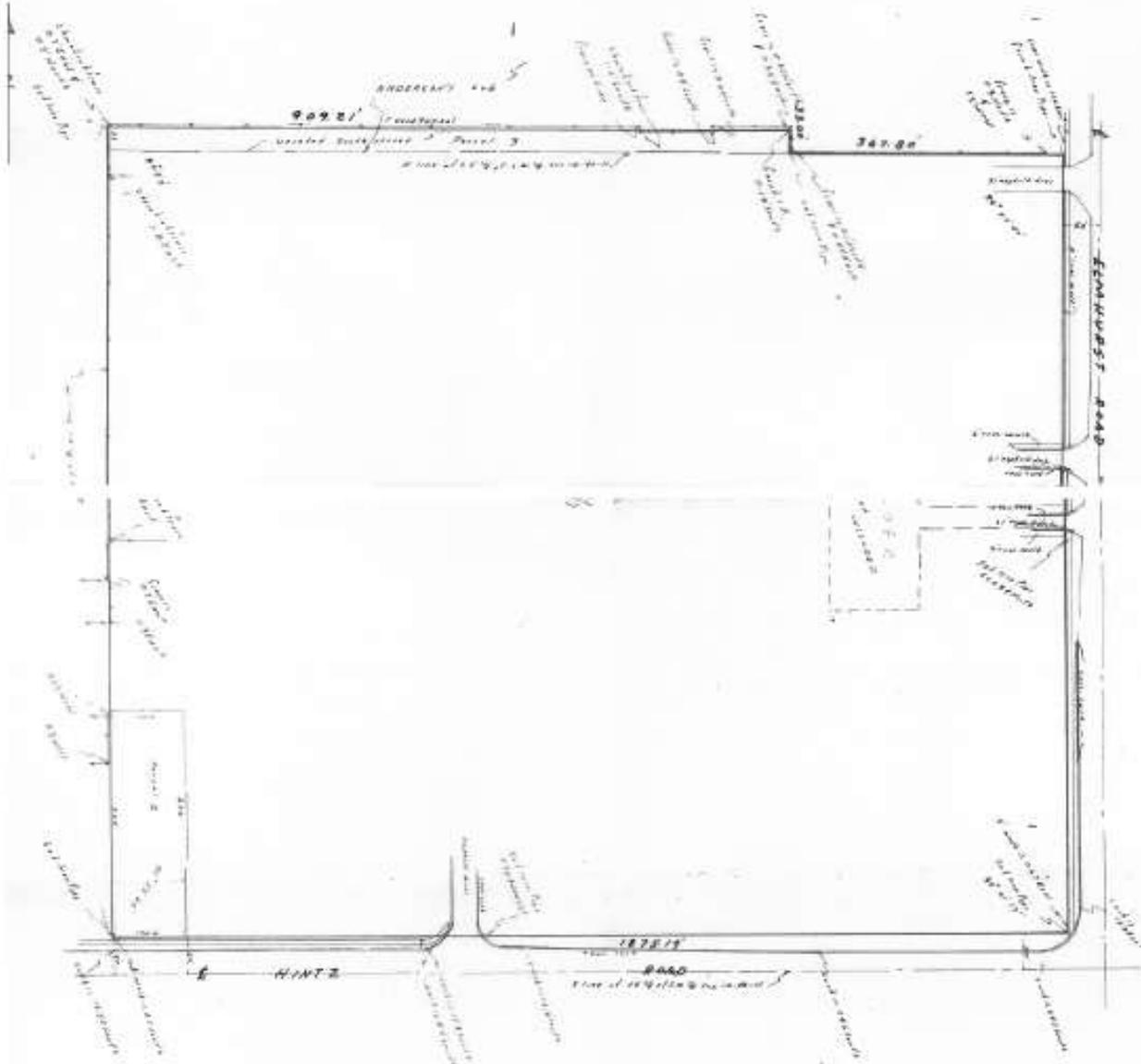
PLAT OF SURVEY

-87-

JAMES M. ELLMAN

OF

- PARCEL 1: LOT 2 OF SCHOOL-PARK SUBDIVISION OF THE S.E. 1/4 OF THE S.W. 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 100.0 FEET OF THE SOUTH 350.0 FEET THEREOF), IN COOK COUNTY, ILLINOIS.
- PARCEL 2: THE SOUTH 311.0 FEET OF THE WEST 506.26 FEET OF THE S.E. 1/4 OF THE S.W. 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. SAID PARCEL IS ALSO KNOWN AS SOUTH STREET AS INDICATED IN ANDERSON'S SUBDIVISION, RECORDED AS DECEMBER NUMBER 15666310, ON JULY 10, 1953 WITH COOK COUNTY RECORDS OF DEEDS.
- PARCEL 3: THE WEST 100 FEET OF THE SOUTH 350 FEET OF THE S.E. 1/4 OF THE S.W. 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Make interior improvements
 as shown.

Drawn by DAVID L. RUP
 Per No. 881225
 as Scale 1 inch = 100 feet
 in Section 4 - 1987

MAKE ALL POINTS BEFORE BUILDING BY SAME AND AT DATE REPORT ANY
 VIOLATION FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN.
 BEAR REFER TO YOUR ABSTRACT, DEED CONTRACT AND ZONING ORDINANCE.

STATE OF ILLINOIS)
 COUNTY OF COOK)

I, JAMES M. ELLMAN, do hereby certify that I have surveyed
 the above described property and that the plat herein drawn is
 a correct representation of said survey.

By James M. Ellman
 ILLINOIS REGISTERED LAND SURVEYOR NO. 28-2128

ITEM: 2021-019
DATE: February 11, 2021
FILE: O'Hare

Subject: O'Hare Noise Compatibility Commission

BACKGROUND INFORMATION:

In 1996, District 214 approved joining the O'Hare Noise Compatibility Commission (ONCC) and signed an Intergovernmental Agreement. An extension of the agreement, *A Resolution Authorizing the Execution of an Intergovernmental Agreement Relating to the O'Hare Noise Compatibility Commission* was approved by the board on December 10, 2015. This agreement expired on December 31, 2020. The district has been an active member of the ONCC and has participated in the School Sound Insulation Noise Program. The Forest View Educational Center received approximately \$10 million in noise abatement funds and Elk Grove High School received approximately \$14.5 million in noise abatement funds.

ADMINISTRATIVE CONSIDERATIONS:

The Chicago City Council affirmed its interest in extending the agreement at its January 27, 2021 meeting by passage of an ordinance. The attached agreement is amended to reflect a five year term beginning on January 1, 2021 through December 31, 2025.

RECOMMENDED ACTION:

That the Board of Education approve the Intergovernmental Agreement Relating to the O'Hare Noise Compatibility Commission.

**A RESOLUTION AUTHORIZING AN AMENDMENT OF THE
INTERGOVERNMENTAL AGREEMENT RELATING TO THE
O’HARE NOISE COMPATIBILITY COMMISSION**

WHEREAS, the City of Chicago is a home rule municipality pursuant to Article VII, Section 6 of the 1970 Illinois Constitution (the “Illinois Constitution”), and, as such, may exercise any power and perform any function related to its government and affairs; and

WHEREAS, the City of Chicago owns and operates an airport known as Chicago O’Hare International Airport (the “Airport”); and

WHEREAS, pursuant to authority granted by an ordinance adopted by this City Council on October 30, 1996, and Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220), the City entered into an Intergovernmental Agreement Relating to the O’Hare Noise Compatibility Commission (the “Intergovernmental Agreement”) by and among the City and various municipalities and public school districts (as defined in the Intergovernmental Agreement, “Participants”); and

WHEREAS, the O’Hare Noise Compatibility Commission (“ONCC”) was established pursuant to the Intergovernmental Agreement and provides a common forum for interested parties to have a voice in noise issues related to the Airport; and

WHEREAS, by its terms, the Intergovernmental Agreement became effective in November of 1996 and the term was extended from December 31, 2020 to December 31, 2025, and

WHEREAS, ONCC has indicated a desire to approve the extension of the Intergovernmental Agreement; and

WHEREAS, Township High School District 214 is currently a member of the O’Hare Noise Compatibility Commission; and

WHEREAS, the City of Chicago approved the extension of the Intergovernmental Agreement which is attached to this Resolution as “EXHIBIT A

NOW, THEREFORE, BE IT RESOLVED by the Board of Township High School District 214;

SECTION 1. That the recitals set forth herein above are incorporated herein by reference as the factual basis for this transaction.

SECTION 2. That the Board President is hereby authorized to execute, and the Secretary attest the approval of the attached Intergovernmental Agreement relating to the O’Hare Noise Compatibility Commission.

SECTION 3. That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____ 2021.

APPROVED this ____ day of _____ 2021.

VOTE: Ayes ____ Nays ____ Absent ____

Board President

ATTEST:

Secretary

INTERGOVERNMENTAL AGREEMENT RELATING TO THE O’HARE NOISE COMPATIBILITY COMMISSION

This agreement, effective January 1, 2021, succeeds the previous agreement that was approved by the Chicago City Council and which went into effect on January 1, 2016, which expires under its own terms on December 31, 2020. It is entered into by the City of Chicago, a municipality and home rule unit of government under the Illinois Constitution of 1970, by and through the Chicago Department of Aviation, and the undersigned Members, organized under the laws of the State of Illinois. In consideration of the mutual agreements contained in this Agreement, the City of Chicago and each Member agree as follows:

Section 1. Establishment of O’Hare Commission; Purposes.

The O’Hare Noise Compatibility Commission (“O’Hare Commission”) is hereby established pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act. The purposes of the Commission are to: (a) determine certain Noise Compatibility Projects and Noise Compatibility Programs to be implemented in the O’Hare Commission Area; (b) oversee an effective and impartial noise monitoring system; (c) advise the City concerning O’Hare-related noise issues; and (d) provide a forum for direct citizen engagement.

Section 2. Definitions.

Whenever used in this Agreement, the following terms shall have the following meanings:

“*Advisory Member*” means an authorized representative of the Archdiocese of Chicago, the Diocese of Joliet, or any other non-governmental elementary and secondary school located in the O’Hare Commission Area who shall serve as a special advisory Member of the O’Hare Commission as provided in Section 3.D. of this Agreement, but who shall have no voting powers on the O’Hare Commission and shall not be parties to the Agreement.

“*Alternate*” means a Designee’s substitute.

“*Chicago TRACON Boundary*” means the area depicted in Appendix B.

“*City*” means the City of Chicago. The Commissioner of Aviation or his or her Alternate (or any successor thereto) shall have the sole authority to undertake the City of Chicago’s obligations and responsibilities under this Agreement, and the City shall act by and through the Commissioner of Aviation or his or her Alternate (or any successor thereto) for purposes of this Agreement, except as otherwise set forth in this Agreement.

“*Designee*” means a Member’s chief elected officer for a municipality other than the City, the Commissioner of Aviation for the City, chief elected officer for a county, or the superintendent or chief executive for a school district.

“*FAA*” means the Federal Aviation Administration or any successor agency.

“*Member*” means, at any time, each city, village, public school district, or county located in the O’Hare Commission Area that has executed a counterpart of this Agreement on the basis set forth in this Agreement, other than the City. In addition, “*Member*” shall include Wards 36, 38, 39, 40, 41, and 45 of the City of Chicago (“*Chicago Ward Members*”) as set forth in Section 3.B.(iii) of this Agreement, who shall be eligible to participate as individual Members on the O’Hare Commission upon approval and execution of this Agreement by the City.

“*Noise Compatibility Programs*” means programs, including but not limited to the Residential Sound Insulation Program and the School Sound Insulation Program, which address aircraft noise concerns in the O’Hare Commission Area as determined by the O’Hare Commission in cooperation with the City.

“*Noise Compatibility Projects*” means the noise compatibility projects (including administrative costs) in the O’Hare Commission Area which are eligible for funding based on FAA regulations and grant assurances, which have been identified as eligible for participation in Noise Compatibility Programs as determined by the O’Hare Commission in cooperation with the City based on criteria adopted by the O’Hare Commission, and for which there is available funding. Noise Compatibility Projects include, but are not limited to, the sound insulation of homes and schools and/or providing the funding for such sound insulation to be implemented. Participation in a Noise Compatibility Program or receipt of a Noise Compatibility Project shall be voluntary on the part of the relevant property owner.

“*O’Hare*” means Chicago O’Hare International Airport.

“*O’Hare Commission Area*” means the Illinois area within the Chicago TRACON Boundary with an interest in O’Hare-related aircraft noise issues, which area includes but is not limited to the following municipalities, counties (which shall represent their respective residents in unincorporated areas), and public school districts: (i) the City of Chicago, Addison, Arlington Heights, Bartlett, Bensenville, Bloomingdale, Des Plaines, Downers Grove, Elmhurst, Elmwood Park, Franklin Park, Glenview, Hanover Park, Harwood Heights, Hoffman Estates, Itasca, Lincolnwood, Maywood, Melrose Park, Mount Prospect, Niles, Norridge, Northlake, Palatine, Park Ridge, River Forest, River Grove, Rolling Meadows, Rosemont, Schaumburg, Schiller Park, South Barrington, St. Charles, Stone Park, Wayne, and Wood Dale; (ii) Cook County and DuPage County; and (iii) School Districts 2, 7, 48, 59, 63, 64, 80, 81, 84, 84.5, 85.5, 86, 87, 88, 89, 100, 205, 207, 214, 234, 299, and 401. Municipalities, counties, and public school districts may be added to the O’Hare Commission Area as provided in Section 7.G.

“*Part 150 Plan*” means a noise abatement and land use compatibility plan developed pursuant to 14 CFR Part 150, or any successor provision.

“*Residential Sound Insulation Program*” means the program determined by the O’Hare Commission in cooperation with the City to provide sound insulation to homes in the O’Hare Commission Area that are affected by O’Hare-related aircraft noise, and that are eligible for sound

insulation pursuant to FAA guidelines and regulations and eligibility criteria established by the O'Hare Commission in cooperation with the City, and for which there is available funding.

“*School Sound Insulation Program*” means the program determined by the O'Hare Commission in cooperation with the City to provide sound insulation to schools in the O'Hare Commission Area that are affected by O'Hare-related aircraft noise, and that are eligible for sound insulation pursuant to FAA guidelines and regulations and eligibility criteria established by the O'Hare Commission in cooperation with the City, and for which there is available funding.

“*TRACON*” means Terminal Radar Approach Control facility.

Section 3. Composition and Organization.

A. In order for a person to participate as a Designee, the city, village, public school district, or county represented by such person must have approved and executed a counterpart of this Agreement by February 28, 2021, or pursuant to Section 7.G. of this Agreement, except that the Chicago Ward Members shall be eligible to participate as individual Members of the O'Hare Commission upon approval and execution of this Agreement by the City.

B. The O'Hare Commission shall consist of the (i) chief elected officer or other Alternate of each of the municipalities and counties in the O'Hare Commission Area, except that the Commissioner of Aviation, or his or her Alternate, shall represent the City in an *ex officio* capacity; (ii) the superintendent, or chief executive, or other Alternate of each public school district serving any portion of the O'Hare Commission Area; and (iii) Chicago Ward Designees, who shall be appointed by the Mayor of the City of Chicago. An individual may serve as a Designee or an Alternate for only one Member, except that Chicago Ward Designees shall not have an Alternate.

C. The O'Hare Commission Area includes municipalities, counties, Chicago wards, and public school districts with an interest in O'Hare-related noise issues, and a principal purpose of this Agreement is to provide a forum for those municipalities, counties, Chicago wards, and public school districts to work together with the City on a cooperative basis in addressing these issues.

D. The Archdiocese of Chicago, the Diocese of Joliet, and other non-governmental elementary and secondary schools located in the O'Hare Commission Area may serve as special Advisory Members of the O'Hare Commission. Advisory Members may participate fully in the deliberations of the O'Hare Commission, but shall have no voting powers and shall not be parties to this Agreement.

E. The O'Hare Commission's Executive Committee shall be comprised of a Chair, Vice Chair, Executive Director, and any other officers that it deems necessary. The O'Hare Commission shall elect annually from its Designees or Alternates a Chair and a Vice Chair and any other officers that it deems necessary. The O'Hare Commission shall appoint, retain, and employ an Executive Director and such other staff, professional advisors, and consultants as may

be needed to carry out its powers and duties. The appointment of the Executive Director must be approved by a simple majority of the Members of the O'Hare Commission.

F. Unless otherwise specified in the bylaws, a majority of the Members of the O'Hare Commission in good standing shall constitute a quorum for the transaction of business. Except as provided for in Section 7.H., a concurrence of a simple majority of the quorum shall be necessary for the approval of any action by the O'Hare Commission. The O'Hare Commission shall establish a schedule of regular meetings in accordance with its bylaws ("Regular Meetings"), and special meetings may be called by the City or any five Members of the O'Hare Commission upon at least seven days' written notice to the City, each Member, and each Advisory Member.

Section 4. O'Hare Commission Powers and Duties.

A. The O'Hare Commission shall have the following duties and powers:

(1) The O'Hare Commission shall determine certain Noise Compatibility Programs and Noise Compatibility Projects to be implemented in the O'Hare Commission Area in cooperation with the City as set forth in Appendix A, and shall establish criteria for participation in such Noise Compatibility Programs and for determining the priorities for providing such Noise Compatibility Projects.

(2) The O'Hare Commission may make recommendations to the City regarding noise reduction programs at O'Hare including, but not limited to, the use of new technologies and flight patterns, preferential runway usage, the implementation of sound insulation programs, the use of ground run-up enclosures, and the implementation of FAA standard noise abatement, take-off, and high altitude approach procedures. No such recommendations shall be submitted to the FAA or implemented by the City without the prior approval of the O'Hare Commission. The O'Hare Commission also shall cooperate with the City in seeking agreements with the airlines using O'Hare and the FAA, as appropriate, with respect to aircraft noise mitigation and related matters.

(3) The O'Hare Commission may advise the City concerning any Part 150 Plan concerning O'Hare. The City shall not submit any such plan or any subsequent revision proposed by the City to the FAA without allowing the O'Hare Commission 60 days to review it and submit written recommendations to the City for consideration.

(4) The O'Hare Commission may request and, except as set forth below, the City shall provide full access to all publicly available documents relating to: (i) any O'Hare noise monitoring, (ii) any O'Hare-related Noise Compatibility Project proposed or undertaken in whole or in part by the City, and (iii) any recommendations or submissions to the FAA by the City related to airport noise mitigation related to O'Hare. Such requests may not impose an undue burden upon the City or interfere with its operations. In such circumstances, the City shall extend to the O'Hare Commission an opportunity to confer with it in an attempt to reduce the request to manageable proportions.

(5) Neither the O'Hare Commission, nor any of its Members, representatives, agents, employees, consultants, or professional advisors shall use, or assist other persons in using FAA

flight data for O'Hare and/or Chicago Midway International Airport ("Data") in legal actions to enforce noise abatement policy or regulations without prior approval of the FAA, and shall not release such Data without notice to and consultation with the FAA. The O'Hare Commission and its Members, representatives, agents, employees, consultants, or professional advisors shall not release the Data for use by law enforcement agencies or for use in any civil litigation except as otherwise required by law. If the O'Hare Commission or any of its Members, representatives, agents, employees, consultants, or professional advisors are required by law to release such Data, they shall notify the FAA before doing so. This notification must be provided promptly after the O'Hare Commission or any of its Members, representatives, agents, employees, consultants, or professional advisors receives a request or requirement to release the Data, and prior to the release of the Data. The O'Hare Commission and its Members, representatives, agents, employees, consultants, or professional advisors shall not release Data if advised by the FAA that the Data contains any information deemed sensitive at the sole discretion of the FAA, unless required by law to release such Data.

(6) The O'Hare Commission shall adopt an annual expense budget for each fiscal year, which shall be consistent with the City of Chicago fiscal year. The O'Hare Commission's expense budget shall be adopted at least 30 days prior to the commencement of each such fiscal year. The O'Hare Commission's expense budget shall be funded by the City and any grants received pursuant to Section F of Appendix A of this Agreement, following the evaluation and approval by the City of the proposed budget request.

(7) The O'Hare Commission shall have the power to sue and be sued and to take any other action necessary to perform its powers under this Agreement. No funds received by the O'Hare Commission from the City shall be used for legal services or other costs in connection with any action by the O'Hare Commission against the City, its officers or employees, or any airline using O'Hare, except for enforcement of the provisions of this Agreement. The City will indemnify, defend, and hold harmless Members from any and all claims, costs, expenses, including attorney's fees, damages, judgments and court costs arising out of the Member's participation in the O'Hare Commission. Members shall promptly provide to the City copies of any notices Members may receive of any claims, actions, fines, proceedings or suits as may be given or filed in connection with the Member's participation in the O'Hare Commission.

(8) The O'Hare Commission shall undertake any procurement activities in accordance with this Agreement and pursuant to applicable law.

(9) The O'Hare Commission shall adopt bylaws for the conduct of its meetings consistent with the powers enumerated herein.

B. A record of proceedings and documents of the O'Hare Commission shall be maintained, which shall be available for inspection by the City, each Member, each Advisory Member, and the public as permitted by law. The accounts of the O'Hare Commission shall be subject to an annual audit by a qualified independent public accountant.

C. The powers and duties of the O'Hare Commission shall be limited to those expressly set forth in this Section and in Appendix A of this Agreement.

Section 5. Term of Agreement.

A. This Agreement shall be effective January 1, 2021, and shall terminate on December 31, 2025, unless otherwise terminated with the written consent of the City and two-thirds of the Members. The term of this Agreement may be extended upon the approval of the City and any Member which wishes to extend the term of the Agreement. If any Member defaults in any material respect in the performance of any of its duties or obligations under this Agreement, and such default continues for 30 days after the O'Hare Commission notifies the Member, the O'Hare Commission may terminate the defaulting Member's participation as a party to this Agreement. A material default by a Member shall include, but is not limited to, failure to comply with Section 6.

B. Any Member may withdraw as a Member of the O'Hare Commission at any time by providing 60 days advance written notice of its intent to withdraw to the City and the O'Hare Commission. Each such written notice shall be accompanied by a certified copy of a resolution or other official action of such Member's legislative body authorizing such withdrawal. Following its withdrawal from the O'Hare Commission, the Member shall cease to exercise any of its rights under this Agreement and to be responsible for any subsequent obligation incurred by the O'Hare Commission.

C. The City may terminate this Agreement at any time after January 1, 2021, upon 180 days prior written notice to each Member and each Advisory Member. Following the City's termination of this Agreement, the rights and obligations of each party to this Agreement shall terminate.

Section 6. Attendance Policy

A. Members' Designees or Alternates shall attend the majority of Regular Meetings in a calendar year. If a Members' Designee or Alternate misses three consecutive or the majority of Regular Meetings in a single calendar year, the Member will receive written notification from the Executive Director that it will be temporarily suspended from the O'Hare Commission for a period of one year, which shall begin on the date of the written notification.

B. Temporary suspension will involve the loss of membership and voting privileges for that one-year period from the date of the suspension. During the temporary suspension, suspended Members may attend meetings and participate in discussions as members of the public, but will not count as part of the voting quorum and will not be eligible to vote.

C. At any time during its one-year temporary suspension, a Member may appeal its temporary suspension by submitting a written request to the Executive Director due to a change in circumstances. Reinstatement of the Member shall be governed by the bylaws.

D. No later than 30 days following the end of the temporary suspension period, a Member may submit a written request to the Executive Director to be reinstated. Reinstatement of the Member shall be governed by the bylaws. If the Executive Director does not receive the

reinstatement request within 30 days after the end of the suspension period, then this Agreement shall be terminated between the City and the Member.

Section 7. Miscellaneous.

A. All notices hereunder shall be in writing and shall be given as follows:

If to the City, to:

Commissioner of Aviation
Chicago Department of Aviation
10510 W. Zemke Road
Chicago, IL 60666

If to a Member, to the address set forth on the signature page of the counterpart of this Agreement executed by such Member, and, in the case of Chicago Ward Members, to such addresses and telephone numbers as they may provide to the O'Hare Commission. Members may provide an e-mail address for purposes of receiving notices.

All notices shall be effective upon receipt by U.S. mail or e-mail. Any Member may change the address or addresses for notices to be sent to it by giving notice to the O'Hare Commission.

B. No Member may assign its rights or obligations under this Agreement without the prior written consent of the City and the other Members.

C. The City shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or the implementation of a Noise Compatibility Program or a Noise Compatibility Project by a Member or other municipality or county. A Member shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or the implementation of a Noise Compatibility Program or a Noise Compatibility Project by the City, another Member, or another municipality or county. The City's financial obligations under this Agreement are limited to legally available airport revenues. Neither the City nor any Member shall be liable for any expenditures, indebtedness, or other financial obligations incurred by the O'Hare Commission unless the City or such Member has affirmatively agreed to incur such expenditure, indebtedness, or financial obligation. No Advisory Member shall be subject to any liabilities or obligations under this Agreement.

D. This Agreement and the bylaws authorized in Section 4.A.(9) constitutes the entire agreement of the parties with regard to the subject matter hereof. This Agreement shall not confer upon any person or entity other than the parties hereto any rights or remedies. Appendix A and Appendix B are incorporated herein and made a part of this Agreement.

E. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each

party. Each counterpart may vary in order to identify the Member, its address for notices, and its execution by an authorized officer. The execution of counterparts of this Agreement by a municipality, public school district, or county located in the O'Hare Commission Area prior to February 28, 2021, shall not require the consent of the O'Hare Commission, the City, or any Member.

F. This Agreement shall be governed and construed in accordance with Illinois law.

G. Any municipality, public school district, or county located in the O'Hare Commission Area that does not become a Member prior to February 28, 2021, may thereafter become a Member upon: (i) the approval of the City and a majority of the O'Hare Commission as set forth in Section 3.E. of this Agreement; and (ii) execution of a counterpart of this Agreement.

H. The approval of the City and two-thirds of the Members shall be required to amend this Agreement. Notice of any proposed amendment shall be transmitted to each Member and each Advisory Member at least ten days prior to the meeting of the O'Hare Commission at which any proposed amendment is to be first considered. Any amendment shall be effective on all parties hereto when counterparts are executed by the City and two-thirds of the Members.

Executed as of this _____ day of _____, 2020.

CITY OF CHICAGO

By:

Commissioner
Chicago Department of Aviation

Township High School District 214

By:

School Board President

Address: 2121 S. Goebbert Rd.
Arlington Heights, IL 60005

APPENDIX A

Implementation of Noise Compatibility Programs and Projects

In connection with the development and implementation of Noise Compatibility Programs and Noise Compatibility Projects in the O'Hare Commission Area, the City and the O'Hare Commission shall have the following duties and responsibilities:

A. The Members of the O'Hare Commission shall direct the further development of the Noise Compatibility Programs for the O'Hare Commission Area. The Members of the O'Hare Commission shall establish criteria for the equitable allocation of Noise Compatibility Projects and approved airport revenues (including by not limited to FAA Airport Improvement Program ("AIP") grants, Passenger Facility Charge ("PFC") funds, and General Airport Revenue Bonds, and/or bonds backed by such funding sources) within the O'Hare Commission Area and the priorities for providing Noise Compatibility Projects, subject in each case to approval by the FAA and in compliance with all applicable FAA regulations and grant assurances, as well as other applicable law, and subject to available funding.

B. The City shall retain all necessary powers to satisfy the assurances made to the FAA in connection with the expenditure of airport revenues, including eligibility for sound insulation and/or sound insulation funding that is paid by airport revenues. The City shall enter into all agreements and assurances and shall take all other actions that may be necessary to provide for the utilization of airport revenues on the basis set forth in this Appendix A. Each Member and municipality and county that receives Noise Compatibility Projects shall enter into all agreements and assurances, including agreements with and assurances to the City, shall execute any necessary certificates, records, and other documents, and shall take all other actions that may be necessary to obtain and maintain FAA approval for the use of the airport revenues as contemplated in this Appendix A. Neither the O'Hare Commission nor any Member shall take or omit to take any action if such action or omission violates restrictions on the use of airport revenues. The City shall not be obligated in any year to pay or utilize any amounts in excess of available airport revenues to carry out the purposes of this Appendix A.

C. The determination of eligibility to participate in a Noise Compatibility Program or receive a Noise Compatibility Project is not to be construed as an admission or determination of negative impact by aircraft noise or of liability for damages or any other injury relating to aircraft noise on the part of the City or the O'Hare Commission.

D. In the event they are determined to be eligible for participation in a Noise Compatibility Program, property owners in the O'Hare Commission Area shall not be required to pay any portion of the cost of any Noise Compatibility Project. Upon approval by the City and with the consent of the property owner, at its option the City may acquire homes that are subject to very high levels of aircraft noise.

E. Noise Compatibility Projects outside the City may be implemented through Members and other municipalities and counties located in the O'Hare Commission Area. A municipality and county may request that the City undertake a Noise Compatibility Project within

its corporate boundaries. Noise Compatibility Projects within the boundaries of the City shall be implemented by the City. The City may enter into agreements in connection with the planning and implementation of proposed Noise Compatibility Projects in the O'Hare Commission Area. The City shall provide administrative support and professional and technical assistance to the O'Hare Commission, each Member, and all other municipalities and counties located in the O'Hare Commission Area in connection with the operations of the O'Hare Commission and the planning and implementation of Noise Compatibility Projects. All procurement activities related to Noise Compatibility Projects shall be undertaken in accordance with applicable law.

F. The O'Hare Commission may receive grants from any source to be used for the purpose of discharging its duties and obligations in accordance with the provisions of this Appendix A, and also may make grants for such purposes. The O'Hare Commission may expend any such grants for purposes consistent with this Appendix A. The City and the O'Hare Commission shall each use its best efforts (including serving as the sponsor or applicant for federal grants) to obtain the maximum amount of federal funds in connection with any Noise Compatibility Projects, so as to maximize the availability and impact of the City's financial contribution to Noise Compatibility Projects in the O'Hare Commission Area.

G. The City shall install, operate, and maintain a permanent noise monitoring system ("System") at and around O'Hare. The purposes of the System include validation of the FAA-approved noise contour for O'Hare, assisting in determining the eligibility and priority of proposed Noise Compatibility Projects for schools, enhancing public understanding of aircraft noise issues, and monitoring trends in aircraft noise.

(1) The City may retain a third party vendor ("System Operator") selected by the City with the input of the O'Hare Commission to operate and maintain the System pursuant to an agreement between the City and the System Operator.

(2) At the request of the O'Hare Commission, the City may also retain and pay the cost of another third party vendor ("System Expert") to provide independent management oversight of the System. The System Expert shall be mutually selected by the City and the O'Hare Commission. The System Expert will be responsible for independently verifying data and system operation through the review of all inputs and operational aspects of the System. All reports prepared by the System Expert shall be provided directly to the City and the O'Hare Commission. The activities and duties of the System Expert shall be consistent in all respects with the applicable requirements of the FAA. If the O'Hare Commission requests the City to retain and pay for such a System Expert, the amount that the City is obligated to pay the System Expert shall not exceed \$200,000 per year, adjusted annually for inflation.

(3) The System shall include a minimum of 36 monitoring sites in the O'Hare Commission Area, plus such number of additional permanent monitoring sites as may be agreed upon by the City and the O'Hare Commission.

(4) The data collected by the System shall be made available by the City to the O'Hare Commission and any Member that requests such data. The City shall provide reports to the O'Hare Commission and any Member based on the data collected by the System.

(5) Neither the O'Hare Commission, nor any of its Members, representatives, agents, employees, consultants, or professional advisors shall use, or assist other persons in using, information generated by the System in violation of Section 4.A.(5) of this Agreement.

ITEM: 2021-020
DATE: February 11, 2020
FILE: Curriculum

Subject: 2021-22 Academic Handbook Revisions and Curriculum Changes-Part Two

BACKGROUND INFORMATION

The Board of Education is required by law to approve the district curriculum that is published in the District 214 Academic Handbook. The handbook is a compilation of important academic information including the complete listing of the courses of study approved by the Board of Education. Prior to beginning the course selection process each school year, recommendations for revisions to academic policies and procedures and/or the courses of study are prepared for the consideration of the Board.

ADMINISTRATIVE CONSIDERATION

In addition to the curriculum and academic policy changes that are approved by the Board of Education, there are proposals for curriculum changes that result from the curriculum review by division heads, associate principals for instruction, and building leadership teams. The District Executive Council approved the proposed changes. The proposed curriculum changes include course number and title changes, changes in course description, prerequisite and grade level changes, and minor edits in language mechanics.

All curriculum changes approved by the Board of Education will be included in the academic handbook.

RECOMMENDATION ACTION

That the Board of Education approve the 2021-2022 Academic Handbook Revisions and Curriculum Changes.

attachment

Academic Handbook Board Item-Part Two

Social Science Department

00000 College Applied Educational Psychology

Grade Level:12
Grade/Sem: 0.5
Course Level: AP
GRC: 19, 30

Students will explore the contexts and the individual dimensions of human development and learning. Special attention is paid to the features of human developmental contexts most associated with positive outcomes for learners, and how these mediate the learning process. The course also examines different domains of development, including those most associated with successful school learning. Candidates examine various assessment methods and how they are used to promote and document classroom and individual learning processes. To be enrolled in this dual credit course, students must meet dual credit prerequisites and complete dual credit requirements. Upon successful completion of this dual credit course, students may receive college/university credit. See dual credit section in academic handbook for details.

0000 Honors Human Geography

Grade Level:9
Grade/Sem: 0.5
Course Level: H
GRC: 11, 19

Students will understand, identify, recognize, and utilize the different principles and responsibilities of governmental power. During semester projects, students will apply their knowledge to access and make use of the different levels and systems of government. Students will have the opportunity to earn Honors credit by incorporating additional components of the Illinois State Civics Standards on unit assessments/projects.

0000 Latin American Studies

Grade Level:10-12
Grade/Sem: 0.5
Course Level: G
GRC: 19, 24

Students will focus on patterns and themes regarding Latinx history and experiences in the world today, specifically, the United States in this general education course. Students will develop critical thinking and research skills through the thematic analysis of major issues that impact members of the Latinx community in modern times.

0000 Honors Latin American Studies

Grade Level:10-12
Grade/Sem: 0.5
Course Level: H
GRC: 19, 24

Students will focus on patterns and themes regarding Latinx history and experiences in the world today, specifically, the United States. Students will develop critical thinking and research skills through the thematic analysis of major issues that impact members of the Latinx community in modern times.

CTE Department

00000 College Inquiry into Teaching

Grade Level: 11 & 12
Grade/Sem: 0.5
Course Level: AP
GRC: 19, 24

Students will be introduced to the expectations of the modern-day secondary education teacher, including the role of the teacher, moral, ethical, and legal expectations of teaching, and the social and political context of schools and communities. Twenty clock hours of participation/observation are required. To be enrolled in this dual credit course, students must meet dual credit prerequisites and complete dual credit requirements. Upon successful completion of this dual credit course, students may receive college/university credit. See dual credit section in academic handbook for details.

00000 College Education in a Diverse Society

Grade Level: 12
Grade/Sem: 0.5
Course Level: AP
GRC: 19, 24

Students will examine how schooling is shaped by and ought to respond to the social contexts in which it occurs, particularly multicultural, multilingual, and global contexts. To be enrolled in this dual credit course, students must meet dual credit prerequisites and complete dual credit requirements. Upon successful completion of this dual credit course, students may receive college/university credit. See dual credit section in academic handbook for details.

00000 College Private Pilot Ground 1

Grade Level: 11-12
Grade/Sem: 0.5
Course Level: AP
GRC: 19, 24

Students will be introduced to the basic principles of flight, aircraft systems and performance, basic meteorology and weather data interpretation, basic radio navigation, physiology, flight planning and decision making. This course helps students prepare for the FAA knowledge, oral, and practical examinations. Meets requirements of 14 CFR 141.

To be enrolled in this dual credit course, students must meet dual credit prerequisites and complete dual credit requirements. Upon successful completion of this dual credit course, students may receive college/university credit. See dual credit section in academic handbook for details.

CTE Department- Cont'd

00000 College Private Pilot Ground 2

Grade Level: 11-12
Grade/Sem: 0.5
Course Level: AP
GRC: 19, 24

Students will prepare for the Private Pilot written examination through advanced study of the principles of flight, aircraft systems and performance, meteorology and weather data interpretation, radio navigation, physiology, flight planning and decision making. This course helps students prepare for the FAA knowledge, oral, and practical examinations. Meets requirements of 14 CFR 141. To be enrolled in this dual credit course, students must meet dual credit prerequisites and complete dual credit requirements. Upon successful completion of this dual credit course, students may receive college/university credit. See dual credit section in academic handbook for details.

00000 College Aircraft Drafting & Blueprint Reading

Grade Level: 11-12
Grade/Sem: 0.5
Course Level: AP
GRC: 19, 24

Students will learn how to use mechanical drawing equipment, lettering and a study of orthographic and isometric projection, sectioning, auxiliary views and freehand sketching. Also included, the reading of mechanical drawings, electrical and mechanical schematics. To be enrolled in this dual credit course, students must meet dual credit prerequisites and complete dual credit requirements. Upon successful completion of this dual credit course, students may receive college/university credit. See dual credit section in academic handbook for details.

0000 Computer Aided Design for Architecture, Engineering and Construction

Grade Level: 9-10
Grade/Sem: 0.5
Course Level: G
GRC: 19, 24

Students will develop an understanding of the principles of drafting, use of simple and complex graphic tools, layout and design, application of the latest drawing software programs. Students will be introduced to building standards and codes used in construction while exploring career opportunities in the field.

0000 Advanced Computer Aided Design for Architecture, Engineering and Construction

Grade Level: 9-10
Grade/Sem: 0.5
Course Level: H
GRC: 19, 24

Students will build upon practices and techniques used in computer-aided design emphasizing advanced dimensioning techniques, the development and use of prototype drawings, construction of pictorial drawings, interfacing 2d and/or 3d environments, and extracting data. Students will have an opportunity to complete the Autodesk Certified User Revit® certification.

CTE Department-Cont'd

0000 Introduction to Practical Arts Construction

Grade Level: 11-12
Grade/Sem: 0.5
Course Level: AP
GRC: 19, 24

Students will learn carpentry, electrical, mechanical systems (HVAC), plumbing, architecture computers aided designs and more.

0000 Geometry in Construction

Grade Level: 9-10
Grade/Sem: 0.5
Level: G
GRC: 19,24

Students will learn pre-engineering, architecture, construction management, interior design, landscape architecture Construction trades, and surveying in this general level course. Students will learn machine and tool use and safety problem solving, and drawing interpretation.

00000 Honors Geometry in Construction

Grade Level: 10-11
Grade/Sem: 0.5
Course Level: H
GRC: 19, 24

Students will learn pre-engineering, architecture, construction management, interior design, landscape architecture, construction trades, and surveying in this honors course. Students will learn machine and tool use and safety, problem solving, and drawing interpretation.

00000 College Sustainable Urban Agriculture

Grade Level: 10-12
Grade/Sem: 0.5
Course Level: AP
GRC: 19, 24

Students will learn principles of sustainable agriculture for urban production. Includes the ethical, practical and scientific aspects of agricultural sustainability addressing economic, social and environmental impacts of food and urban farming. To be enrolled in this dual credit course, students must meet dual credit prerequisites and complete dual credit requirements. Upon successful completion of this dual credit course, students may receive college/university credit. See dual credit section in academic handbook for details.

ITEM: 2021-021
DATE: February 11, 2021
FILE: Resolutions

SUBJECT: Resolution Authorizing Commencement of Vaping Litigation

BACKGROUND

In recent years the use and abuse of e-cigarettes and vaping devices has increased dramatically among high school and middle school students, leading to significant risks of addiction and potentially life-threatening respiratory ailments. Students in District 214 have not been immune to this phenomenon with the District observing students using e-cigarettes and vaping devices in school and on school grounds. The use of e-cigarettes and vaping devices by students has caused the District to incur costs in the form of staff time, disciplinary proceedings and other costs, with the expectation that these costs will only increase unless and until student use of these devices decreases and stops.

The District became aware of federal litigation against Juul, Labs, Inc. and other parties responsible for the production, marketing, sale, and distribution of e-cigarettes and vaping devices. This litigation now involves more than 250 U.S. public school districts across more than 20 states and is being led by the Frantz Law Group, APLC of California. The popular e-cigarette manufacturer Juul is under legal fire for deceptive marketing tactics that have put countless people across the country at risk of serious health consequences. Not only has JUUL been accused of intentionally trying to sell its nicotine-laden vape devices to children and teens, but it has also been accused of knowingly misrepresenting the safety – or lack of safety – of its products.

ADMINISTRATIVE CONSIDERATION

The District has determined that it is necessary, advantageous, desirable, and in the public interest and the best interests of the District that it participate in this litigation by filing a lawsuit seeking monetary damages against Juul Labs, Inc. and other parties involved with e-cigarettes and vaping devices. by approving the Attorney Client Fee Contract with Frantz Law Group, APLC (the “Contract”), attached as Exhibit A, with the law firm of Franczek P.C. acting as local co-counsel for the District.

RECOMMENDATION

Approve the Resolution Authorizing Commencement Of Vaping Litigation and the Attorney Client Fee Contract with Frantz Law Group, APLC (the “Contract”), with the law firm of Franczek P.C. acting as local co-counsel for the District.

RESOLUTION AUTHORIZING COMMENCEMENT OF VAPING LITIGATION

WHEREAS, in recent years the use and abuse of e-cigarettes and vaping devices has increased dramatically among high school and middle school students, leading to significant risks of addiction and potentially life-threatening respiratory ailments;

WHEREAS, students of Township High School District No. 214 (the “District”) have not been immune to this phenomenon with the District observing students using e-cigarettes and vaping devices in school and on school grounds;

WHEREAS, the use of e-cigarettes and vaping devices by students has caused the District to incur costs in the form of staff time, disciplinary proceedings, vaping detectors, and other costs, with the expectation that these costs will only increase unless and until student use of these devices decreases and stops;

WHEREAS, the District has become aware of litigation against Juul Labs, Inc. and other parties responsible for the production, marketing, sale, and distribution of e-cigarettes and vaping devices, with this litigation now involving more than 250 U.S. public school districts across more than 20 states and being led by the Frantz Law Group, APLC of California; and

WHEREAS, the Board of Education (the “Board”) of the District has determined that it is necessary, advantageous, desirable, and in the public interest and the best interests of the District that it participate in this litigation by filing a lawsuit seeking monetary damages against Juul Labs, Inc. and other parties involved with e-cigarettes and vaping devices by approving the Attorney Client Fee Contract with Frantz Law Group, APLC (the “Contract”), attached as Exhibit A, with the law firm of Franczek P.C. acting as local co-counsel for the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Township High School District No. 214, Cook County, Illinois, as follows:

1. The Board finds that all the recitals contained above are true and correct, and that the same are hereby incorporated herein by reference.
2. The Board authorizes the filing of a lawsuit against Juul Labs, Inc. and other parties consistent with the recitals set forth above.
3. The Contract is hereby approved in substantially the form reviewed by the Board and attached as Exhibit A, together with such minor modifications as are deemed necessary by the Board's attorneys and administrators to protect the best interests of the District.
4. The President and Secretary are hereby authorized to sign and enter into the Contract on behalf of the District.
5. This Resolution shall be in full force and effect upon its adoption.

ADOPTED this ____ day of January 2021, by a roll call vote as follows:

YES: _____

NO: _____

ABSENT: _____

ABSTAIN: _____

President, Board of Education

Attest:

Secretary, Board of Education

EXHIBIT A

[attach copy of Attorney Client Fee Contract]

ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between the Board of Education of Township High School District No. 214, Cook County, Illinois (“Client” or “District”) and Frantz Law Group, APLC (“Attorneys” or “We”) and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **AUTHORIZED REPRESENTATIVES**
 - A. **CLIENT REPRESENTATIVES.** Client designates Dr. David Schuler, or his designee, as the authorized representative to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.

 - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The District shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior District approval.

3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with JUUL® and Electronic Cigarette (e-cigarette) litigation ("Action"). Collectively, JUUL and any other defendants shall be referred to as the “Defendants”. Attorneys shall provide those legal services reasonably required to represent Client and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens but will not litigate them. Client is expected to and shall provide timely cooperation and production of documents and other information reasonably requested by Attorneys for the prosecution of this Action.

4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client’s permission, however,

Attorneys may elect to appear at such administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES. Client will pay attorneys' fees of:

For any recovery on or before June 30, 2021, twenty percent (20%) of any monetary settlement or recovery that Attorneys obtain for Client, provided that such fee will be paid only by money recovered from Defendants.

For any recovery after July 1, 2021, twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client, provided that such fee will be paid only by money recovered from Defendants.

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost; the "Gross Recovery." Contingency fee rates are not set by law but have been negotiated. If no recovery is made, no fees will be charged.

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the Defendants, adverse parties, or their insurance carriers as a result of the legal services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery.

- (1) "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the District; and (2) any Attorneys' fees and costs recovered by the District as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the Defendants, the adverse parties to the District and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the monetary recovery by the fee percentage. This calculation is performed on the Gross Recovery amount before the deduction of expenses as discussed above.

Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

- (2) The District shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the District's behalf as a result of the Services. To the extent there is no monetary relief for the

District, the District shall not pay any attorney fee.

- (3) If the District is awarded in the form of property or services (In-Kind) relief, the value of such property and services shall not be included for purposes of calculating the Gross Recovery.
- (4) If there is no monetary recovery and the District receives In-Kind relief, Attorneys acknowledge that District is not obligated to pay Attorneys' fees for the value of the In-Kind relief. In the event of In-Kind relief Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered Attorney's fees.
- (5) Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and agrees to make a good faith effort to include Attorneys' Fees as part of the terms of any settlement or resolution of the Action.

It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, the Attorney's fees will be paid as a percentage of each installment payment so Client and Attorneys are each paid from each installment amount.

A. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery. In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a mutually agreed upon neutral affiliated with either the Judicial Arbitration and Mediation Services (JAMS) or Judicate West (JW); in any event, Attorney and Client agree that the fee determined by arbitration shall not exceed twenty five percent (25%) of the Gross Recovery as defined in paragraph 5.

B. No General Fund Payments. Notwithstanding any other provision in this agreement, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall District general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.

6. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses", which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other

delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. The costs/expenses incurred that Attorneys advance will be owed in addition to attorneys' fees and Client will reimburse those costs/expenses after Attorneys' fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees. Attorneys agree that all costs and expenses, whether shared or for the benefit of the District alone, shall be capped at two percent (2%) of the Gross Recovery, and that Client shall be responsible for no more than its prorated share of costs and expenses limited by such cap.

SHARED EXPENSES: Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery, subject to the limitation set forth above.

FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES: Members of Attorneys frequently serve on plaintiffs' management or executive committees in MDL and/or the California state court coordinated proceedings and perform work which benefits Attorneys' clients as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit," may be awarded to Attorneys by a court or courts directly from the assessments paid by The District and others who have filed claims in this litigation, and will not in any way reduce the amount of fees owed under this Agreement. Notwithstanding the foregoing, Client's obligation to pay Attorneys fee hereunder shall be limited by the terms set forth in paragraph 5 of this Agreement.

7. **LIEN.** In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, **TO THE EXTENT PERMITTED BY APPLICABLE LAW**, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.
8. **DISCHARGE AND WITHDRAWAL.**
 - A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent

specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.

B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys, or fails to provide relevant information to Attorneys.

9. **ARBITRATION OF DISPUTES:** ATTORNEY and CLIENT agree that should any dispute arise between them, they must be mediated first, before any claims are filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY'S representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation at the offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS") in San Diego before a retired judge or other mediator affiliated with JAMS, agreed to between the parties and, if the parties cannot agree, before a retired judge selected by JAMS. No petition for arbitration can be filed until after this agreed-upon mediation has occurred, and any petition for arbitration (or litigation) filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys' fees and preparation costs. The parties agree that any Dispute, whether submitted to mediation or not, will not be litigated in court. Rather, any Dispute, which is specifically defined above to include claims of malpractice, will be submitted to mandatory binding arbitration before JAMS. By signing this Agreement, CLIENT and ATTORNEY agree to arbitration and waive the right to a court or jury trial and the right to appeal. Any Disputes shall be decided in San Diego, California, applying California law. CLIENT is not waiving rights to arbitration before the San Diego County Bar Association.
10. **AUTHORITY OF ATTORNEY.** Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees which Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.
11. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of

opinion only.

12. **MULTIPLE REPRESENTATIONS:** The District understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this agreement, the District is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of the District and other multiple claimants and that the District nevertheless wants the Attorneys to represent the District, and that the District consents to Attorneys representation of others in connection with the litigation. Attorneys strongly advise the District, however, that the District remains completely free to seek other legal advice at any time even after the District signs this agreement.
13. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The District authorizes us to enter into and engage in group settlement discussions and agreements which may include the District's individual claims. Although the District authorizes us to engage in such group settlement discussions and agreements, the District will still retain the right to approve, and Attorneys are required to obtain the District's approval of, any settlement of the District's case.
14. **EFFECTIVE DATE AND TERM.** This Agreement will take effect upon execution

by District and Attorneys.

- 15. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

The above is approved and agreed upon by all parties.

BOARD OF EDUCATION,
 TOWNSHIP HIGH SCHOOL DISTRICT NO.
 214, Cook County, Illinois

FRANTZ LAW GROUP, APLC

By: _____
 President

 Authorized Signatory

Attest: _____
 Secretary

Date: _____

Date: _____

Subject: 2021 Summer School Program

BACKGROUND INFORMATION

Township High School District 214 offers a comprehensive summer school program of academic and enrichment opportunities for all students. District 214 administration believes it is important for students to complete an aligned, skills-focused core curriculum during the school year. Core courses taken during the school year give students an opportunity to gain a deeper understanding of the course content and prepare students to be successful. The administration also believes it is important to provide opportunities for students to advance in a course sequence and maximize the ability for access to courses in a student's career pathway of interest.

As our schools embark on implementing career pathway programs of study, expanding summer offerings to facilitate equitable access to programs across the district will continue to be a focus. By positioning summer school as an opportunity to advance as well remediation, experience early college, and explore career pathways, we can fully engage students in the relevancy of their High School District 214 experience.

The summer program includes a two-semester schedule of core and elective courses.

- The summer school program hosts course offerings through asynchronous and synchronous learning.
- Courses are offered for students to explore a subject that interests them, want to advance in a course sequence, or provide opportunities in a student schedule to access courses within a career pathway of interest.
- The bridge courses help keep students on track for learning success.
- The tuition free, Transition Language Arts and Transition English as a Second Language courses are offered to incoming freshmen students who have been invited to enhance their basic knowledge and skills.
- Summer school offers on and off campus dual-credit, career orientation exploration internship/workplace learning opportunities, as well as blended learning experiences.

ADMINISTRATIVE CONSIDERATIONS

The summer program design team developed a plan for the 2021 Summer School Program that will deliver a comprehensive summer program to our students.

Included with this agenda item are a 2020 Summer School Board Report and a general proposal for the 2021 Summer School Program. The proposal establishes the sites, calendar, tuition, and fees for the 2021 Summer School Program.

RECOMMENDED ACTION

That the Board of Education discuss the proposed 2021 Summer School Program.

attachments

TOWNSHIP HIGH SCHOOL DISTRICT 214
Summer School Program 2021

I. Summer Program Sites

A. Regular Summer Program

The regular summer program consists of two semesters during which a selection of approved courses and a variety of other programs are offered to students. The 2021 Summer School Program will be held at the following sites:

1. *Elk Grove High School* will host the summer school *academic* and *Transition* course offerings for Buffalo Grove, Elk Grove, John Hersey, Prospect, Rolling Meadows and Wheeling High Schools at Elk Grove High School and *special programs* such as EL/Newcomer, Long Term EL, Career Academy, Extended School Year, Skills Training, Summer Internship, and Driver Education.
2. *Forest View Education Center/YAP* will host *online credit recovery* for Buffalo Grove, Elk Grove, John Hersey, Prospect, Rolling Meadows and Wheeling High Schools.

B. Driver Education Summer Program

The summer driver education program is a two-phase blended program providing each student a minimum of 30 hours of online classroom instruction and a minimum of six hours of behind-the-wheel practice.

- *Elk Grove High School* will host the behind the wheel driver education program for Buffalo Grove, Elk Grove, John Hersey, Prospect, Rolling Meadows and Wheeling High School students.

The summer school driver education program offers a 24-day blended class at *Elk Grove High School* will offer two classes per day: 7:30 a.m. to 10:00 a.m. and 10:00 a.m. to 12:30 p.m.

C. Transition Language Arts Summer Program

The district provides a transition language arts summer program to incoming ninth grade students who are identified by placement test scores and teacher recommendation. The Transition Language Arts Summer Program serves students in two three-week sessions.

D. Transition English Language Learners (EL) Summer Program

The district provides a transition EL summer program to incoming and current students who are identified by ESL placement as level 1 or below. D214 is also offering a Long-Term EL Career Academy to engage all students in experiences leading to expanded post-secondary opportunities. This three-week course is for incoming 10th, 11th and 12th grade students as well as students recently exited from the ESL program.

The Transition English Language Learner Summer Program serves students in a six-week session.

E. Newcomer Center Program

The district provides a summer program for students at the Newcomer Center. Placement test scores and interview identify students.

1. The Newcomer Center Program services students in a six-week session.
2. The program will be held at *Elk Grove High School*.

F. Blended Learning/Online Virtual School

This district provides an online instructional program tailored to meet the individual student's needs when not able to attend a traditional summer school program.

G. Special Needs

The summer school administration will explore summer school programs for students with special needs.

II. Registration

Walk in registrations and regular portal registration will open on Monday, March 15, 2021. The deadline for first semester registration is Friday, April 30, 2021, except for second semester failures.

Driver Education registration begins on Monday, April 3, 2021. The deadline for enrolling in the first term is Friday, April 30, 2021. The deadline for enrolling in second term is Thursday, June 28, 2021.

III. Calendar

A. Regular Summer School, Transition Language Arts, and Transition English as a Second Language

The regular summer school program, the Transition Language Arts, and Transition English as a Second Language program consist of two academic semesters. Each semester consists of 60 hours of instruction delivered as 12 five-hour days for varying units of academic credit.

First Semester: June 7 to June 24, 2021

Week 1: Monday, June 7 to Thursday, June 10, 2021

Week 2: Monday, June 14 to Thursday, June 17, 2021

Week 3: Monday, June 21 to Thursday, June 24, 2021

Second Semester: June 28 to July 15, 2021

Week 1: Monday, June 28 to Thursday, July 1, 2021

Week 2: Monday, July 5 to Thursday, July 8, 2021

Week 3: Monday, July 12 to Thursday, July 15, 2021

B. Driver Education

The summer driver education program consists of one blended 24-day semester. The program provides each student with a minimum of 30 hours of online classroom and six hours of behind-the-wheel practice.

One 24-day Semester (EGHS)

Times: 7:30 a.m. to 10:00 a.m. **OR** 10:00 a.m. to 12:30 p.m.

Week 1: Monday, June 7 to Thursday, June 10, 2021

Week 2: Monday, June 14 to Thursday, June 17, 2021

Week 3: Monday, June 21 to Thursday, June 24, 2021

Week 4: Monday, June 28 to Thursday, July 1, 2021

Week 5: Monday, July 5 to Thursday, July 8, 2021

Week 6: Monday, July 12 to Thursday, July 15, 2021

IV. Tuition, Fees, and Refunds

A. Processing Fee (per student, nonrefundable)

Fee(s)
\$ 20.00

B. Transportation Fee

1. Bus per semester

\$ 42.00

Driver Education students may request morning bus service to arrive at 7:30 a.m. and leave at 12:30 p.m. Students will be expected to remain in a study/supervised area when not in class

2. Bus fee per semester for Transition Programs

\$ 0.00

C. Tuition

1. In-District

a. One Semester Course: 0.5 credit

\$187.50

b. One Semester Course (credit recovery)

\$130.00

c. Driver Education: classroom & behind-the-wheel

\$350.00

d. Driver Education: classroom only (online) - 0.250 credit

\$177.50

e. One Semester Transition Language Arts Program: 0.5 credit

\$ 0.00

f. Two Semesters Transition ESL Program & Newcomer Center:
0.5 credit per semester

\$ 0.00

g. Dual Credit Course Work

\$.00* TBD

2. Out-of-District

- | | |
|--|----------|
| a. One Semester Course: 0.5 credit | \$375.00 |
| b. Driver Education: classroom & behind-the-wheel | \$350.00 |
| c. Driver Education: classroom only - 0.250 credit | \$177.50 |
- (Out-of-District students are eligible to register for Driver Education only after all D214 students have registered and seats are available.)

D. Tuition Waiver

Students who qualify for the District 214 tuition waiver program are eligible to apply, fees are not waived.

E. Refunds

1. Academic Summer School

- a. Refunds are processed after July 15, 2021, and checks are mailed after the first Board of Education meeting in July.
- b. First Semester
 - (1) The \$20.00 processing fee is nonrefundable unless a course is dropped by the administration.
 - (2) A full tuition refund is issued if a student drops a course before the end of the business day* Monday, June 7, 2021.
 - (3) No tuition refund is issued if a student drops a course after the end of the business day* Monday, June 7, 2021.
 - (4) No transportation refund is issued after the end of the business day* Monday, June 7, 2021.
- c. Second Semester
 - (1) The \$20.00 processing fee is nonrefundable unless a course is dropped by the administration.
 - (2) A full tuition refund is issued if a student drops a course before the end of the business day* Monday, June 28, 2021.
 - (3) No tuition refund is issued if a student drops a course after the end of the business day* Monday, June 28, 2021.
 - (4) No transportation refund is issued after the end of the business day* Monday, June 28, 2021.

3. Driver Education Summer Program

- a. All refunds are processed after June 28, 2021, and checks are mailed after the first Board of Education meeting in July.
- b. Driver Education tuition is nonrefundable except in the following cases:
 - 1. an administrative decision that precludes the student from taking driver education (e.g., canceled session);
 - 2. the student is ineligible due to second semester final grades; or
 - 3. the approval of a written request by the program director.
- c. The \$20.00 processing fee is nonrefundable unless a course is dropped by the administration.

*Note: Beginning June 7, 2021, summer business day = Monday through Thursday, 7:00 a.m. to 4:00 p.m.

V. Summer School Budget Allocation

The administration recommends a budget of \$180,000.00 to cover summer school costs in excess of revenues for personnel, staff development, tuition waivers, transportation, materials, and supplies.

ITEM: 2021-023
DATE: February 11, 2021
FILE: Budget

Subject: 2021-22 Preliminary Budget Guidelines and Assumptions

BACKGROUND INFORMATION:

Budgets are estimates of projected revenues and projected expenditures for a specified period of time. For school districts this is a one-year period (fiscal year), which runs from July 1 through June 30.

In December 2020, the Board of Education approved its 2020 property tax levy. Projected operating and working cash fund revenues for the 2021-22 budget are currently estimated at \$270 million. Projected operating and working cash fund expenditures for the 2021-22 budget are currently estimated at \$270 million. The district will continue cost containment initiatives as the 2021-22 budget is prepared. These projections are preliminary and may be adjusted as data becomes available.

With ongoing uncertainty in the Illinois State Budget and federal funding, along with the many factors associated with the global COVID-19 pandemic, the District 214 budget may face necessary adjustments and/or reductions during preparation. As financial data is updated, we will adjust the District 214 budget accordingly.

ADMINISTRATIVE CONSIDERATIONS:

The Board of Education authorizes the development of the district's budget for the 2021-22 fiscal year. Based on changes in economic conditions at the local, state, and federal level, these estimates are subject to change since many factors that impact the new budget are unknown during the early stages of its development.

Listed below are the guidelines, assumptions, and parameters that will be used in developing the 2021-22 budget:

REVENUE

- The Equalized Assessed Valuation (EAV) for 2019 was \$10.0 billion. The EAV for 2018 was \$8.6 billion. The EAV for 2017 was \$8.6 billion. The EAV for 2016 was \$8.5 billion.
- Next year's overall tax receipts are based on the Consumer Price Index (CPI), the estimated new growth to the tax base, the impact of tax caps, and refunds.
- The Consumer Price Index (CPI) reported as of December 31, 2020 is 1.4%
- During 2021-22, it is anticipated that interest rates on investments continue to remain low. District 214 continues to receive less interest income based on deferred and delayed state and local revenues.
- Property taxes are the district's largest source of revenue for 2021-22.
- Administration will continue to explore and review revenue options.

ENROLLMENT

- The two-year cohort survival enrollment projections will be used in calculations for enrollment related budget allocations. The enrollment report projects a slight enrollment decrease for 2021-22.

ITEM: 2021-023
DATE: February 11, 2021
FILE: Budget

SALARIES

- Education Association (EA) employee base salaries will increase based on the current agreement.
- Custodial Maintenance Association (CMA) employee base salaries will increase based on the current agreement.
- The Educational Support Personnel (ESP) employees and Administration are currently in negotiations.
- The Food Service employee base salaries generally increase by CPI.
- Administrator and supervisor employee salaries will increase based on the current agreement.

STAFFING

Education Association (EA) Staffing

- The staffing calendar identifies the dates that staffing decisions are scheduled. As specific staffing decisions are made, adjustments will be incorporated in the budget.
- For the purposes of the development of the preliminary 2021-22 budget, staffing will be determined based on estimated student enrollment, program needs, and funding sources.
- Preliminary staffing recommendations will be determined during the staffing process. Recommendations on staffing adjustments will be made at that time.
- Review and plan for reallocation, attrition, and efficiency of operations based on program needs and funding sources. At this time, 15 EA staff will retire at the end of the 2021-22 school year.

Custodial Maintenance Association (CMA) Staffing

- Review and plan for reallocation, attrition, and efficiency of operations based on program needs and funding sources. At this time, no CMA staff will retire at the end of the 2021-22 school year.

Educational Support Personnel (ESP) Staffing

- Review and plan for reallocation, attrition, and efficiency of operations based on program needs and funding sources. At this time, 14 ESP staff will retire at the end of the 2021-22 school year.

Administrators/Supervisors

- Review and plan for reallocation, attrition, and efficiency of operations based on program needs and funding sources. At this time, 2 Administrators and 1 Supervisor will retire at the end of the 2021-22 school year.

BENEFITS / INSURANCE

- Due to the pandemic, insurance rates are unstable. A 6% increase in property and casualty costs is estimated, while health insurance costs are projected at less than a 3% increase. Insurance rules and regulations may be enacted which may cause potential changes to occur. Unemployment claims have increased.

ITEM: 2021-023
DATE: February 11, 2021
FILE: Budget

BUDGET ADJUSTMENTS

- In general, line items for purchased services, supplies, and equipment will be frozen. Some line items may be increased based on current economic conditions such as utilities, gas, and postage.
- There is a need to continue cost containment initiatives as the 2021-22 budget is prepared.

TUITION INCENTIVE PROGRAM (TIP)

- In 2021-22, per the Education Association contract, professional development will be funded based on the current agreement.

SPECIAL EDUCATION

- 2021-22 NSSEO tuition costs and programs are being reviewed by NSSEO. Final NSSEO program costs will reflect necessary changes.

CAPITAL PROJECTS PROGRAM (CPP)

- Approved capital projects will be included in the budget.

TECHNOLOGY

- Technology Services is anticipating continued replacement and updates of equipment and applications during 2021-22.

TRANSPORTATION

- Transportation is estimated to be budgeted at a 3% - 4% increase based on contracts, fuel costs and usage
- At this time, we have not heard of transportation pro-rations. Transportation revenues continue to be a concern based on possible state transportation revenue pro-rations and reductions.
- Continue to review options for student transportation cost containment.

TRANSFERS, LOANS, AND ACCOUNTING RECOMMENDATIONS

- Transfer working cash interest income to other funds may be recommended to address cash flow needs.
- Transfer from Operations and Maintenance to Capital Project Fund for funding of future Capital Projects.
- Due to delayed and deferred property tax revenue and state and federal revenue, inter-fund loans may be recommended to address cash flow needs.

RECOMMENDED ACTION:

That the Board of Education discuss the proposed guidelines and assumptions relative to the preparation of the 2021-22 fiscal year budget.