

**BOARD OF EDUCATION MEETING  
COMMUNITY HIGH SCHOOL DISTRICT 94  
March 5, 2013 – 7:00 P.M.**

**ADMINISTRATION CONFERENCE ROOM – Entrance “H”  
326 JOLIET STREET, WEST CHICAGO, IL 60185**

**A G E N D A**

**OPENING ACTIVITIES**

1. Call to Order
2. Salute to the Flag
3. Reading of Mission Statement  
“Community High School strives to promote and provide growth experiences in Learning, Leadership and Living.”
4. Roll Call
5. Additions to the Agenda – (Voice Vote)

---

**RECOMMENDED MOTION:** That the Board of Education approve the addition of the topics shown above to this agenda.

**STUDENT RECOGNITION**

**PUBLIC PARTICIPATION (Agenda Items Only)**

**REPORTS AND INFORMATION**

- |  |              |
|--|--------------|
| 1. Business Manager’s Report   | Gordon Cole  |
| 2. Principal’s Report  | Moses Cheng  |
| 3. Assistant Superintendent’s Report   | Kim Chambers |
| 4. Future Dates  |              |
| a. Finance Committee Meeting – March 13, 2013 – 7:30 a.m.                      |              |
| b. Regularly Scheduled Board of Education Meeting – March 19, 2013 – 7:00 p.m. |              |
| c. Regularly Scheduled Board of Education Meeting – April 2, 2013 – 7:00 p.m.  |              |

Open Comment

Board Members

**CONSENT AGENDA (Roll Call)**

Action items considered routine and/or which have been previously discussed by the Board will be enacted under one roll call motion unless removed for separate action upon Board request. They are enumerated under the heading “Recommended Action”.

1. Items Removed from Consent Agenda for Separate Action: \_\_\_\_\_
2. Consent Agenda Action for All Items Except those Listed in 1. Above.  
**RECOMMENDED MOTION:** That the Board approve all items on the Consent Agenda which have not been specifically removed for separate action as shown on line 1. immediately above.

**CONSENT AGENDA ITEMS - RECOMMENDED ACTION(S):**

1. **Approval of Minutes — (Att. §C – pp. 1 - 7)**  
Board of Education Meeting - February 19, 2013  
Closed Session Board of Education Meeting – February 19, 2013  
Special Board of Education Meeting February 25, 2013  
Closed Session Board of Education Meeting - February 25, 2013  
**RECOMMENDED MOTION:** That the Board of Education approve the minutes of the meetings of February 19 & 25, 2013, as listed above.
2. **Filing of Minutes — (Att. §C – pp. 8 - 9)**  
Finance Committee Meeting – February 13, 2013  
**RECOMMENDED MOTION:** That the Board of Education approve for filing of the above minutes.

**NEW BUSINESS**

1. **Personnel Reports – (Roll Call)**  
**RECOMMENDED MOTION:** That the Board of Education approve the Personnel and Supplemental Contract reports as presented in the packet and at table. (Att. §D – pp. 1 - 1).
2. **Adoption of Textbooks – (Roll Call)**  
Administration is recommending the adoption of a Food & Nutrition 1 textbook, *Food for Today*, a Foods 3 textboook, *Get Fit, Stay Well!*, an AP Biology textbook, *AP Edition Campbell Biology 9<sup>th</sup> Edition*, an AP Macroeconomics textbook, *Krugman's Economics for AP*, an American History, American Studies textbook, *United States History, Survey Edition*, and a Spanish 1 textbook, *Realidades Level One*. The books have been on display for more than 21 days and there have been no comments recorded during that time.  
**RECOMMENDED MOTION:** That the Board of Education adopt *Food for Today*, *Get Fit, Stay Well!*, *AP Edition Campbell Biology 9<sup>th</sup> Edition*, *Krugman's Economics for AP*, *United States History, Survey Edition*, *United States History, Survey Edition* and *Realidades Level One*.
3. **Abatement of a Portion of the Tax Levy – (Roll Call)**  
The Board has previously discussed the abatement of a portion of the 2012 tax levy collected in 2013. This proposal will reduce the total tax levy request by

\$350,000. The specific abatement will be from the Debt Service Fund Levy. There will be no impact on the regular operating levies. In addition a formal transfer of funds is also being made to remain in compliance with the covenants of the Bonds. Funds shall be transferred from the Education Fund (\$250,000) and the Operation and Maintenance Fund (\$100,000) to the Debt Service Fund.

**RECOMMENDED MOTION:** That the Board of Education hereby approves the Resolution authorizing permanent Inter-Fund transfer and abating the 2012 Debt Service Levy as shown on (Att. §B - pp. 1 – 3).

4. **Student Fees – (Roll Call)**

As previously discussed, the recommended fees schedule for the 2013-14 school year is attached. The individual lab fees have been eliminated and the general fee increased. The only addition is adding the T-shirt for physical education.

**RECOMMENDED MOTION:** That the Board of Education approve and adopt the 2013-14 fee schedule as shown on (Att. §B - pp. 4 – 5).

5. **Supplemental Educational Services Contract – (Roll Call)**

The attached contract allows an ISBE-approved vendor to provide Supplemental Educational Services to District 94 students. These services are offered in accordance with NCLB regulations and are funded via Title I dollars.

**RECOMMENDED MOTION:** That the Board of Education approve the Supplemental Educational Services agreement for the 2012-2013 school year with The Achievement Academy, LLC as shown on (Att. §B – pp. 6 – 17).

**OLD BUSINESS**

**PUBLIC PARTICIPATION (Any item)**

**EXECUTIVE SESSION – Only if needed and with the understanding that possible action could be taken on matters discussed in closed session.**

**RECOMMENDED MOTION TO  
MOVE TO CLOSED SESSION**

That the Board of Education hold a Closed Session at [Time] for the purpose(s) of [1-15 below].

1. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees.
2. Collective negotiating matters.
3. The selection of a person to fill a public office.

4. Evidence or testimony presented in open hearing, or in closed hearing, where specifically authorized by law, to a quasi-adjudicative body.
5. The purchase or lease of real property.
6. The setting of a price for sale or lease of property.
7. The sale or purchase of securities, investments, or investment contracts.
8. Emergency security procedures.
9. Student discipline.
10. The placement of individual students in special education programs.
11. Litigation has been filed and is pending before a court or administrative tribunal.
12. Establishment of reserves or settlement of claims as provided by local government and governmental employees Tort Immunity Act.
13. Self-evaluation.
14. Discussion of minutes of meetings lawfully closed under Open Meetings Act (P.A. 88-621, effective 1-1-95).
15. Considering meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America.

<b>BEGIN CLOSED SESSION TAPING</b>
------------------------------------

**RECOMMENDED MOTION TO**

**MOVE TO OPEN SESSION:**                      That the Board of Education return to Open Session at [Time] to possibly vote on closed session items.

<b>END CLOSED SESSION TAPING</b>
----------------------------------

**ADJOURNMENT**

**RECOMMENDED MOTION:**                      That the Board of Education meeting be adjourned at [Time].

**COMMUNITY HIGH SCHOOL  
DISTRICT 94**

**March 5, 2013  
7:00 p.m.  
Board of Education Meeting**

**SECTION B -  
Regular Meeting Attachments**

**RESOLUTION AUTHORIZING PERMANENT INTER-FUND TRANSFER AND ABATING  
2012 DEBT SERVICE LEVY**

**WHEREAS**, by regulation (23 Ill. Administrative Code 100.50(d)), the Illinois State Board of Education requires that, when revenues or other sources of funds are pledged to pay debt service on any long-term debt, the moneys shall be transferred into the Debt Service Fund;

**WHEREAS**, the Board wishes to authorize expenditures to pay for debt service using certain revenues from the Educational Fund;

**WHEREAS**, in 2008, this School District issued General Obligation Refunding school Bonds as Series 2008 (“Bonds”) and levied certain debt service tax levies (“Debt Service Taxes”) to pay for the principal and interest falling due on the Bonds, such Debt Service Taxes levied in Section 9 of the resolution (“Bond Resolution”) authorizing the issuance of the Bonds;

**WHEREAS**, the Bond Resolution was approved by this Board on July 15, 2008, and filed with the County Clerk of DuPage County, Illinois (“County Clerk”), soon thereafter;

**WHEREAS**, as the result of the inter-fund transfer from the Educational Fund and the Operations and Maintenance Fund first authorized herein, there will be a balance in the School District’s Debt Service Fund more than sufficient to pay the principal and interest falling due on the Bonds through the 2013-14 fiscal year;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Education, Community High School District No. 94, DuPage County, Illinois, as follows:

Section 1: This Board of Education hereby finds that all of the recitals contained in the preambles to this resolution are full, true, and correct and does hereby incorporate them into this resolution by reference.

Section 2. The School District Treasurer is authorized and directed to permanently transfer from the Educational Fund to the Debt Service Fund the sum of Two Hundred Fifty Thousand Dollars (\$250,000) and from the Operations and Maintenance Fund to the Debt Service Fund the sum of One

Hundred Thousand Dollars (\$100,000) (the “Transfer Amount”), to be used for debt service obligations of the District.

Section 3: This Board of Education hereby authorizes and directs the County Clerk to abate an amount equal to the Transfer Amount as part of its 2012 Debt Service Taxes levied in Section 9 of the Bond Resolution as follows:

<u>YEAR OF LEVY</u>	<u>TAX LEVIED IN BOND RESOLUTION</u>	<u>TAX TO BE ABATED</u>	<u>TAX TO BE EXTENDED SUFFICIENT TO PRODUCE</u>
2012	\$2,900,000.00	\$350,000.00	\$2,550,000.00

Section 4: The President and Secretary of this Board of Education are hereby authorized and directed to execute this resolution and cause a certified copy of the same to be filed with the County Clerk.

Section 5: This Resolution shall be in full force and effect upon its adoption.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2013.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

BOARD OF EDUCATION,  
COMMUNITY HIGH SCHOOL DISTRICT NO. 94,  
DU PAGE COUNTY, ILLINOIS

By: \_\_\_\_\_  
President, Board of Education

Attest: \_\_\_\_\_  
Secretary, Board of Education

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF DU PAGE     )

**CERTIFICATION OF RESOLUTION AND MINUTES**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of Community High School District No. 94, DuPage County, Illinois (the "Board"), and that as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete copy of a resolution entitled:

**RESOLUTION AUTHORIZING PERMANENT INTER-FUND TRANSFER AND ABATING  
2012 DEBT SERVICE LEVY**

as adopted by the Board at its meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2013.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the School Code of the State of Illinois, as amended, and that the board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the conduct of said meeting and in the adoption of said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature, this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Secretary, Board of Education



# **COMMUNITY HIGH SCHOOL District 94**

## **MEMO**

**TO:** Board of Education, Lalo Ponce

**FROM:** Gordon Cole

**RE:** 2013-14 Fees

**DATE:** 2-28-13

Pursuant to the Board's instructions at the last meeting the attached is the proposed fee schedule for the 2013-14 school year.

All of the individual class/lab fees have been eliminated and rolled into the general registration fee. To remain revenue neutral the registration fee is being increased by \$15. This will greatly reduce an administrative burden.

With regards to the \$5 PE T-shirt, for 2013-14 this will be added to the registration fee since all students will be required to wear this in PE class.

For subsequent years, this fee will be removed from the registration fee and added as an elective fee. The intent is to provide the t-shirt to the 8<sup>th</sup> grade students at the spring sports fest. They will be charged 5\$ at that time. In addition to being available at registration, the shirts will be available at the school store.

All other fees remain unchanged. A clarification was made regarding the family cap on the activity fee.

In summary, the proposal increases the general registration fee by \$20. This includes the PE t-shirt and a revenue neutral transfer of individual class fees into the general registration fee. All individual class/lab fees are eliminated.

Please note that there are still supplies, materials, workbooks, etc. that students must purchase throughout the year. As requested, staff will look into the costs and see if there is a practical way to reduce these or to roll them into the general fee. This would be made part of a 2014-15 fee proposal.

# FEE SCHEDULE

	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
<b>Fixed Student Fees</b>								
Registration Fee	190	200/350 CAP	215/375 CAP	215/375 CAP	215/430 CAP	215/430 CAP	215/430 CAP	235/470 CAP
<small>includes PE T-shirt (new 2013-140)</small>								
Late Registration Fee	25	25	25	25	25	25	25	25
<b>Optional Student Fees</b>								
Drivers Ed. Fee - BTW Only	200	200	300	300	300	300	300	300
AP Chemistry Lab Fee	per semester					10	15	0
AP Biology Lab Fee	per semester					10	15	0
AP Physics Lab Fee	per semester					10	15	0
Honors Biology Lab Fee	per semester					10	15	0
Foods Lab Fee	per semester					10	15	0
Human Anatomy	per semester						15	0
Botany	per semester						15	0
Physiology	per semester						15	0
Earth Science	per semester						15	0
Food & Fit	per semester						10	0
<b>P.E. T-shirt</b>							new	5
Parking Fee (per semester) see lots below								
For West Lot & Pool Lot	100	100	100	100	100	100	100	100
For Kerr-McGee & Lincoln School Lot	25	25	25	25	75	100	100	100
Graduation Fee	10	10	10	10	20	20	20	20
Cap and Gown <i>estimated</i> (payable to supplier)	21	21	21	21	21	21	21	21
Transcript fees	2	2	2	2	4	4	5	5
Express Transcript fee					10	10	20	20
Yearbook at Registration	35	35	45	45	45	55	55	55
Yearbook after Registration - After January 1	40	40	50	50	50	65	65	65
After Yearbook Delivery	45	45	55	55	55	75	75	75
Athletic Participation Fee (Per Student Per Sport - per family cap)	75	80 W/160 CAP	80 W/160 CAP	80 W/160 CAP	100 W/300 CAP	100 W/300 CAP	100 W/300 CAP	100 W/300 CAP
Activity Fee (IHSA Sponsored)								
Cheerleading, Chess, Forensics, Scholastic Bowl		80 W/160 CAP	80 W/160 CAP	80 W/160 CAP	100 W/300 CAP	100 W/300 CAP	100 W/300 CAP	100 W/300 CAP
(Per Student Per Sport - per family cap)								
Annual Athletic Family Pass:	45	45	45	45	50	50	50	50
<b>Athletic Event Admissions:</b>								
Student	2	2	3	3	3	2	2	2
Adult	4	4	5	5	5	4	4	4
<b>Musicals/Plays:</b>								
Student	3	3	4	4	4	5	5	5
Adult	5	5	6	6	6	8	8	8
Season Subscription - 5 productions								
Student						9	9	9
Adult						15	15	15

**CONTRACTUAL AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES  
FOR THE 2012-2013 SCHOOL YEAR**

**By and Between**

**Community High School District 94**

**And**

**The Achievement Academy**

THIS CONTRACTUAL AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES FOR THE 2012 - 2013 SCHOOL YEAR (this "Agreement") is entered into this 19th day of February, 2013, by and between the Board of Education of Community High School District 94 (the "District"), a body politic and corporate created pursuant to the laws of the State of Illinois, and The Achievement Academy, LLC (the "Provider"), a corporation created pursuant to the laws of the State of Illinois. The Provider and the District are collectively referred to as the "Parties," and each, a "Party."

**WITNESSETH:**

WHEREAS, Community High School ("CHS") has not made adequate yearly progress for at least three consecutive years in accordance with Title I of the Elementary and Secondary Education Act, as reauthorized by the No Child Left Behind Act of 2001 ("NCLB");

WHEREAS, under NCLB, students from low-income families attending CHS ("eligible students") are eligible to receive additional academic instruction designed to increase academic achievement outside of the regular school day, which may include academic assistance such as tutoring, remediation and other educational interventions ("supplemental educational services" or "SES");

WHEREAS, the Provider has been approved by the Illinois State Board of Education ("ISBE") to provide SES within the State of Illinois in accordance with ISBE's application process and administrative rules established pursuant to NCLB; and

WHEREAS, at least one parent or guardian of an eligible student ("Parent") has selected Provider to furnish the child with SES for the school year referenced in the Preamble.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are incorporated into and made a part of this Agreement.
2. **PURPOSE AND STATEMENT OF WORK.** The Provider shall perform all terms, conditions and provisions contained in the scope of services description attached and incorporated into this Agreement as Exhibit A (the "Services"). The Provider shall perform the Services with a high degree of skill, care and diligence, in accordance with the highest professional standards. The Provider shall provide qualified and trained personnel and all materials and equipment necessary to undertake the Services and to fulfill the purposes of this Agreement.

[ADD IF USING DISTRICT FACILITIES: The Provider's use of District Facilities in connection with the Services shall be in accordance with the Facilities Use Agreement set forth on Exhibit C.]

3. **INDEPENDENT CONTRACTOR STATUS.** Provider and each of its employees are independent contractors. Provider is not an employee of the District, and no employee or agent of Provider is an employee of the District. The District assumes no responsibility for the payment of any compensation, wages, benefits, or

taxes by, or on behalf of, Provider, its employees, agents, subcontractors and others under this Agreement. Provider shall be responsible for all federal and state tax and Social Security liability that may result from the performance of, and compensation for, services by its employees or agents.

4. **TERM.** This Agreement shall become effective on the date first written above and shall, subject to any earlier termination as provided herein, terminate on [September 30, 2013] without further action of the parties.

5. **PAYMENT, EXPENSES AND BILLING.**

a. **Amount.** The Provider shall charge the District \$31.77 per hour per eligible student for all SES provided pursuant to this Agreement. Provided, however, that in no event will the amount paid per eligible student by the District exceed the per pupil expenditure amount for SES established pursuant to law. All invoices submitted to the District shall be based upon the foregoing amount multiplied by the number of children whose Parents have selected the Provider to furnish their child with SES. For a child completing only a portion of the Provider's program, the District shall only be invoiced an amount reflecting the percentage of the program completed.

b. **Billings:** The Provider shall be paid the Per-Pupil Hourly Rate, based upon actual attendance by students at a session of the Provider's program as reported to ISBE and the District through ISBE's tracking system (STARS), and shall not be compensated the Per-Pupil Hourly Rate for students not attending a session. The Provider shall submit billings with such supporting documentation as the District may request within thirty (30) days of the rendering of services. District shall process payment to Provider in accordance with the *Local Government Prompt Payment Act*.

Billing shall be submitted to the contact person and address listed in this Agreement. If the District, in good faith, deems that the Provider has not met any of the requirements of this Agreement, it may withhold payment billed by the Provider until such insufficiency is corrected. The District shall not be obligated to pay for any Services not in compliance with this Agreement or ISBE administrative rules. In the event of early termination of this Agreement, the District shall only be obligated to pay amounts incurred up to the date of termination.

c. **Final Payment.** No later than sixty days after the Provider's conclusion of SES within the District, the Provider must report to both ISBE and the District its cost of SES within the District during the term of this Agreement in accordance with the SES Administrative Rules. The final amount paid to the Provider shall be the lesser of (i) its actual cost of SES within the District, as established and reported in accordance with the SES Administrative Rules; or (ii) the hourly rate set forth in sub-paragraph 5. a. above, multiplied by the hours of student attendance in the provider's program. The District shall withhold twenty percent (20%) of the amount owed to the Provider for services during the 2012-2013 school year pending the reporting of the Provider's cost of SES within the District. Final payment by the District, or the repayment of any amounts overpaid to the Provider, shall occur by the later of: (i) thirty days from the Provider's submission of its cost report to ISBE and the District; or (ii) June 30, 2013.

d. **No Additional Compensation.** The Provider shall not charge any other fees nor seek any payment and/or compensation of any kind whatsoever from students or Parents for the Services provided under this Agreement.

6. **CONFIDENTIAL INFORMATION**

a. **Acknowledgment of Confidentiality.** Each Party hereby acknowledges that it may be exposed to confidential and proprietary information of the other party including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

b. Covenant Not to Disclose. With respect to the other Party's Confidential Information, and except as otherwise required by law, the recipient hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose such Confidential Information to any third party without the other Party's prior written approval; provided, that all such recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. Neither Party nor any recipient may alter or remove from any software or associated documentation owned or provided by the other Party any proprietary, copyright, trademark or trade secret legend. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

7. **STUDENT RECORDS** Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.), and all other applicable federal and State laws regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in student education records to be released must be approved by the District. To protect the confidentiality of student education records, the Provider will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement. The District will obtain necessary consent prior to disclosure of confidential student records to the Provider. The Provider will likewise obtain necessary consent prior to disclosure of confidential student records to the District.

All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider shall maintain an access log delineating date, time, agency and identity of any individual accessing student records that is not in the direct employ of Provider. Provider shall not disclose or forward to any person other than parent/guardian or District any student record or information contained therein, including, but not limited to records or information as to the student's identity, without the written consent of the parent and District. Upon termination of this Agreement, Provider shall turn over to District all student records of District's eligible students to whom Provider has provided services under this Agreement.

Provider, its employees, agents, subcontractors and others, shall maintain the confidentiality of all medical, psychological, and student records of all eligible students in compliance with applicable federal and State laws.

Provider may communicate to the general public, including through newspaper, electronic, and other media, the results of its work under this Agreement; provided, however, than any communication shall not identify any individual student to whom Provider, its employees, agents, subcontractors or others provided any service.

#### 8. **DEFAULT AND TERMINATION**

a. Provider Default: This Agreement may be terminated by District at any time. To terminate this Agreement, District shall give Provider twenty (20) calendar days' written notice prior to the date of the termination.

b. Notification to the State Superintendent of Education; Termination of Services. If the Provider defaults in the performance of any of its obligations under this Agreement, the District shall provide written notification to the State Superintendent of Education. The State Superintendent of Education shall require information from both the Provider and the District to determine the validity of the declaration of the Provider Default. Following the receipt of such information, the State Superintendent of Education shall either (i) permit the District to proceed with the termination of this Agreement; (ii) institute a corrective action plan in accordance with the SES Administrative Rules, whereupon the Parties shall amend this Agreement to reflect the same; or (iii) invalidate the declaration of a Provider Default. Any damages incurred by District as a result of a Provider Default shall be borne by the Provider at its sole cost and expense, shall not be payable as part of the contract amount set forth in Paragraph 3(a) and shall be reimbursed to District by the Provider upon demand.

c. Termination of Services to a Particular Student. The District may, upon ten (10) days prior written notification to the Provider and the State Superintendent of Education, terminate the services a Provider is

providing to a particular student if the Provider is unable to meet the student's specific achievement goals set forth in the student's ILP. Any such termination shall be separate and apart from the default and termination procedures set forth in Paragraphs 7.a. and 7.b.

d. Immediate Cancellation. The District may cancel this Agreement immediately, without fault or penalty, if ISBE revokes its approval of the Provider, or if funds are no longer made available for this Agreement through action of either the State or Federal government.

9. **INDEMNIFICATION AND INSURANCE.**

a. General Indemnification: To the fullest extent permitted by law, the Provider agrees to indemnify, defend and hold harmless District, its board, its individual board members, and its officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages or penalties, including, without limitation, reasonable defense costs and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful or otherwise) by the Provider, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the Provider or its subcontractors to comply with any laws or regulations applicable to the performance of the Services; (iii) any act of infringement of any existing patent or copyright or any unauthorized use of any trade secret; or (iv) the breach of any representation or warranty provided by the Provider herein.

b. Insurance Requirements: The Provider shall maintain insurance policies in the amounts required by the application under which it has approval from ISBE to offer SES services. Such policies shall include, without limitation, the following minimum coverages:

i. A broad form Commercial General Liability Insurance policy written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$1,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$1,000,000 for Completed Operations and Products Liability.

ii. A Comprehensive Automobile Insurance Policy providing coverage for all owned, hired, rent, leased and non-owned automobiles, written with combined single limit of liability of not less than \$500,000 for each occurrence of bodily injury and/or property damage.

iii. A Workers' Compensation Insurance Policy in an amount not less than the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than

1. \$500,000 for bodily injury by accident, each accident
2. \$500,000 for bodily injury by disease, each employee
3. \$500,000 aggregate liability for disease

The policies specified above shall be placed with insurance coverages reasonably acceptable to ISBE and the District, and shall incorporate a provision requiring the giving of notice to ISBE and the District at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies. Unless otherwise agreed to in writing by ISBE and the District, the Provider will cause all of its subcontractors to purchase and maintain insurance coverages identical to those required of the Provider hereunder.

Upon execution of this Agreement and upon request of District, the Provider shall provide copies of certificates of insurance evidencing the coverage described in this Paragraph. Upon request, Provider shall furnish the District with complete copies of the requested insurance policies.

10. **SUBCONTRACTOR DISCLOSURE.** As of the effective date of this Agreement, the following subcontractors are expected to perform work pursuant to this Agreement and to be paid with funds provided hereunder:

Name	Address	Anticipated Amount
NONE		

If during the term of this Agreement, the Provider wants to retain subcontractors to be paid with funds provided by this Agreement not listed above, the Provider must first obtain District's prior written approval. Provider agrees to abide by the restrictions in 23 Ill. Adm. Code 675.30 regarding the employment of district or district-related personnel.

11. **RECORD-KEEPING.** The Provider and its subcontractors shall maintain books and records relating to performance of the Agreement or subcontract and necessary to support amounts charged to the District under the Agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Provider for a period of five (5) years from the later of the date of final payment under the Agreement or completion of the services, and by the subcontractor for a period of five (5) years from the later of the date of the final payment under the subcontract or completion of the subcontract. The five- (5) year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this Paragraph shall be available for review or audit by representatives of the District upon reasonable notice and during normal business hours. The Provider and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Paragraph shall establish a presumption in favor of the District for the recovery of any funds paid by the District under the Agreement for which adequate books and records are not available to support the purported disbursement. The Provider shall not impose a charge for audit or examination of the Provider's book and records.

12. **COOPERATION**

Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide a quality SES program for students within the District. The Provider shall cooperate with District representatives visiting and observing tutoring sessions, interviewing students and Parents and taking such other actions deemed necessary by the District to administer and evaluate the Services and the District's overall SES program. The District shall cooperate with the Provider in supplying needed student information as quickly as possible after securing written parental permission to disclose.

13. **GENERAL PROVISIONS.**

a. Notices. All notices, billings or other correspondence required to be given to either Party pursuant to this Agreement shall be sent by facsimile or delivered or mailed to the following addresses:

**DISTRICT**

Attention:  
Dr. Kimberly C. Chambers  
Assistant Superintendent of Administrative Services  
Community High School District 94  
326 Joliet Street  
West Chicago, IL 60185  
Facsimile: 630-876-6217

**PROVIDER**

Attention:	The Achievement Academy
Name:	Kwame Asante
Title	Executive Director
Company/Organization	The Achievement Academy, LLC
Street Address	1150 Florida Blvd., Baton Rouge, LA 70802
Facsimile:	225-214-7801

b. Program Managers. Each Party hereby designates the following Program Managers who will oversee the implementation of the Services within the District:

For the Provider: The Achievement Academy, LLC

For the District: Maura Bridges, Director of Student Services and  
Peter Martino, Assistant Principal

Each Party may from time to time change the designation of the Program Manager by notice given to the other Party in accordance with Paragraph 13.a.

c. Amendment. This Agreement may only be amended in writing signed by both Parties.

d. Entirety. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party.

The District and Provider agree that they have had a chance to review the Agreement and its exhibits, understand them, and have had the opportunity to consult with independent counsel about them.

e. Construction/Order of Documents. The Parties agree that in determining their rights and obligations to each other, the express terms and conditions set forth in the main body of this Agreement shall be controlling over any term and condition contained in the Exhibits attached hereto, and that any ambiguity shall be resolved by first applying the terms and conditions set forth in the main body of this Agreement.

f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

g. Compliance With Laws. The Provider shall comply, and shall cause its subcontractors to comply, with all existing and future laws, regulations, rules, ordinances, orders and decrees (collectively, "Laws") which are applicable to the Provider's services. The Provider shall secure, pay for and maintain all registrations, licenses, certifications, permits or approvals which relate to the provision of its Services. If the Provider should discover any discrepancy or inconsistency between the requirements of any Laws and the scope or nature of the services, or the amount charged to the District by the Provider therefore, the Provider shall immediately notify District in writing of such discrepancy or inconsistency and shall conform its Services to any subsequent orders or instructions of District.

h. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

i. Time is of the Essence. Time is of the essence of this Agreement.

j. Ownership of Records. All records, reports, documents or other material delivered to or transmitted to the District pursuant to this Agreement shall remain the property of the District.

k. Cumulative Rights. Except as otherwise provided in this Agreement, rights and remedies available to the District and/or the Provider as set forth in this Agreement shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such Parties at law and/or in equity, and any specific right or remedy conferred upon or reserved to District and/or the Provider in any provision of this Agreement shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.

l. Authority to Execute. Each Party represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by and on behalf of each such Party, and constitutes the legal, valid and binding agreement of said Party.

m. No Waiver. No course of dealing or failure of the District and/or the Provider to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No



term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

n. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.

o. Certifications and Assurances: The Provider represents and warrants that all of the certifications and assurances set forth on Exhibit B attached hereto are and shall remain true and correct.

p. Exhibits: The following Exhibits are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.

EXHIBIT A - SCOPE OF SERVICES

EXHIBIT B - PROVIDER CERTIFICATIONS AND ASSURANCES

EXHIBIT C - CONDITIONS RELATED TO USAGE OF DISTRICT FACILITIES/ACCESS TO PROVIDER FACILITIES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

\_\_\_\_\_  
District Name

\_\_\_\_\_  
District Authorized Signature

Its: \_\_\_\_\_

Date: \_\_\_\_\_

The Achievement Academy, LLC

Provider Name

  
\_\_\_\_\_  
Provider Authorized Signature

Its: Executive Director

Date: February 15, 2013

## EXHIBIT A

### SCOPE OF SERVICES

#### 1. General Requirements

The Provider shall cause SES to be delivered to eligible students enrolled in the Provider's program in accordance with this Agreement, the Provider's application as approved by ISBE and as may be amended from time to time, the SES Administrative Rules (23 Ill. Adm. Code 675) and all other applicable Laws, and the student's Individual Learning Plan ("ILP"). The Provider acknowledges that in accordance with the SES Administrative Rules, the Provider's program must be offered in accordance with the elements in the Provider's approved application. Specifically, the program must:

- for each eligible student whose parent elects to receive SES from Provider, Provider and District shall develop a Statement of Goals pursuant to 34 C.F.R. 200.46(b)(2)(i) and (b)(3), in consultation with the student's parent(s) or guardian(s) including a timetable for improving achievement. Provider shall make no changes to, or terminate, any student's Statement of Goals without the written consent of District and the student's parent.
- include an appropriate, nationally recognized diagnostic assessment for use in identifying students' weaknesses and achievement gaps upon which to build an individual student plan and learning goals;
- use targeted remediation/instruction that is aimed at addressing the individual skill gaps revealed during the assessment and that is based upon an individual learning plan;
- include a post assessment linked to the diagnostic assessment to determine whether student gains occurred and to further develop a plan for either re-teaching skills or identifying new skills for instruction;
- align with the Illinois Learning Standards set forth at 23 Ill. Adm. Code 1, Appendix D, in the subject areas being presented by the Provider;
- be consistent with the academic program a student experiences in the regular school day; and
- use instructional practices that are high-quality, research-based, and specifically designed to increase students' academic achievement.

The Provider will provide Services that are aligned to the student's ILP, and in a manner that allows the timetable written in the ILP to be met.

#### 2. Assignment of Students

The District will provide Parents of eligible students with a listing of supplemental educational service providers seeking to provide services within the District. Parents will be required to complete an enrollment form and then return it to the District in a process prescribed and made known by the District. The District will assign eligible students to the Provider in accordance with selections made by Parents and will supply to the Provider as soon as is practicable such student information as is needed by the Provider to execute this contract. The Provider will adhere to District procedures regarding the selection of students if sufficient funds are not available for all students seeking supplemental educational services. The list of assigned students is subject to change from time to time based upon subsequent Parental requests and student transfers. The Provider may not impose additional criteria on the admission or assignment of otherwise eligible students to its program; provided, however, that admission or assignment is subject to the limitations in the Provider's ISBE-approved application, limitations on capacity or inability to serve limited English proficiency students or students with disabilities.

### 3. Meetings

Upon receipt of the assigned student list, the Provider must schedule an orientation conference with one of the assistant principals of each assigned student's home school. During such conference, the Provider and assistant principal will develop an outreach plan to contact Parents. If the Provider is using District facilities, the assistant principal will also explain all policies, procedures and guidelines related to the delivery of services on school property. The assistant principal will also identify the school's designated SES coordinator.

Prior to the commencement of a student's SES, the Provider will meet with the student's Parent(s) and District personnel to develop statements of specific achievement goals for the student to be set forth in the student's ILP. The District will retain the original signed ILP, and the Provider and Parents will receive copies. The District may withhold payments to the Provider for services to any student for whom an ILP has not been created or the original of that ILP has not been delivered to the District. The Provider will meet with Parents at the end of the Provider's program to discuss the student's progress over the course of the year, and to obtain the Parent's assessment of the Provider's program through the Parent survey.

During the term of this Agreement, the Provider will meet with representatives of the District to discuss the Provider's overall program or an individual student's progress at such times and at such frequency as the District may reasonably request.

### 4. Notifications

The Provider shall immediately notify the District's Program Manager in writing of any assigned student who fails to attend three consecutive sessions. The Provider shall immediately drop any student (and so record this fact in STARS) who fails to attend five consecutive sessions or who has missed and failed to make up twelve sessions in total. The Provider shall provide advance notice to the District Program manager any time its tutor will be unable, for any reason, to conduct a scheduled tutoring session. Any tutoring sessions that are cancelled due to tutor no-shows must be rescheduled as soon as possible on a date mutually agreed upon by the District Program Manager and the Provider.

The Provider shall immediately report to the District any injuries sustained by students during the course of the Services.

The Provider shall promptly notify the District of any grievances or complaints received from Parents or District personnel. The Provider shall report the resolution of such grievances or complaints as well.

### 5. Reporting

The Provider must report attendance through STARS for all students participating in the Provider's program, recording their participation in, or absence from, tutoring sessions.

The Provider must submit progress reports to Parents and schools regularly. "Regularly" is defined as at least quarterly. The Parent's copy of the report must be mailed to the parents within one week after the last day of each academic quarter during which the provider is working with the student. The school's copy can be mailed or hand-delivered to Kimberly Chambers, Assistant Superintendent of Administrative Services, Community High School District 94, 326 Joliet Street, West Chicago, IL 60185 within one week after the last day of each academic quarter during which the provider is working with the student. (In the event the required delivery date falls on a weekend or holiday, the prior work day will serve as the report day.) If Parents or teachers desire more frequent reporting for a particular student, this additional reporting will be set forth in a student's ILP. The final progress report must describe the student's performance on the post-assessment administered by the Provider, and include an assessment of whether the Provider met the objectives for the student set out in the ILP. An objective will not be considered "met" until at least an 80% mastery rate is demonstrated by the student.

In addition, within 45 days after Provider's conclusion of SES for the school year, the Provider shall submit a report to ISBE and the District that includes:

- a. information on the students served;
- b. details of any complaints received from teachers or Parents;
- c. the percentage of students meeting the academic goals set out in their Individual Learning Plans;
- d. based upon a survey form prescribed by ISBE of all Parents of children in the program, a report on the percentage of Parents who:
  - 1. agree with the Provider's assessment of their respective students' achievement of the academic goals; and
  - 2. are satisfied with the services provided to their children;
- e. If the Provider has a rating lower than 80% under either criteria set forth in d, a description of specific actions the Provider will take over the next school year to better inform Parents regarding students' progress and/or increase parental satisfaction with the Services;
- f. updates and revisions to any information set forth in the Provider's approved application (including the submission of all information required by SES Administrative Rules not previously reported by the Provider); and
- g. an assurance that all other information set forth on the Provider's approved application, as may be updated from time to time, remains true and correct.

This report can be mailed or hand-delivered as set forth in this paragraph 5.

## EXHIBIT B

### PROVIDER CERTIFICATIONS AND ASSURANCES

The Provider hereby represents and warrants to the District that the following certifications and assurances are and shall remain true and correct:

- i. All individuals providing Services to children meet, at a minimum, the requirements for paraprofessionals under the No Child Left Behind Act of 2001;
- ii. The Provider is duly organized, validly existing and in good standing under the laws of the state of its incorporation, and duly qualified to conduct business in Illinois;
- iii. In the case of students with disabilities, the Provider's program will support the implementation of the student's Individualized Education Program under Section 614(d) of the Individuals with Disabilities Education Act and provide services consistent with section 504 of the Rehabilitation Act of 1973.
- iv. All instruction and content shall be secular, neutral and nonideological.
- v. All Services will be provided outside of the regular school day.
- vi. The Provider will respect the confidentiality of student records and share this information only with parents and appropriate school personnel. The Provider will not disclose to the public the identity of any student who is eligible for, or receiving, SES without the prior written permission of the Parents.
- vii. In accordance with 105 ILCS 5/10-21.9, all individuals providing Services to children will have successfully completed criminal background checks, and evidence will be provided to the District of the same. For tutors who are not resident in the United States, these criminal background checks will also include a check conducted in each tutor's country of residence that is comparable in scope to the federal and state check required in 105 ILCS 5/10-21.9.
- viii. In accordance with 105 ILCS 5/24-5, individuals providing Services to children will be in good health and free of communicable disease, and evidence will be provided to the District of the same.
- ix. The Provider will not discriminate on the basis of race, national origin, sex, sexual orientation or disability in accepting students, providing students with Services, and the employment of individuals for SES activities. Provided, however, that the Provider may decline to begin services to students with disabilities if the Provider determines that one or more of the disabling conditions are beyond the capabilities of the Provider, and the Provider shall not accept ELL or disabled students unless approved to do so by ISBE. Having once accepted a disabled student into its program, a Provider may not decline to continue offering services to that student as it does to all other students.
- x. The program information submitted herein, as well as the information contained in the Provider's ISBE-approved application, shall be consistent with the Services offered pursuant to this Agreement.
- xi. The Provider shall comply with all requirements set forth in 23 Ill. Adm. Code 675 including, but not limited to, the SES Provider Code of Ethics set forth in 23 Ill. Adm. Code 675.30.
- xii. The Provider has full legal right and authority to use any and all equipment, software, data, materials, products, trade secrets and intellectual property used in connection with the Services.
- xiii. If the Provider offers its services through a provider-supplied computer and/or Internet connection, the computer and/or Internet connection must be so devised as to be useable only for SES purposes during the provision of services.

## EXHIBIT C

### CONDITIONS RELATED TO USAGE OF DISTRICT FACILITIES/ACCESS TO PROVIDER FACILITIES

*Facilities & Equipment Usage.* Provider, its employees or agents performing Services, shall be permitted to enter upon and utilize District facilities in connection with the performance of its Services hereunder, subject to the terms and conditions contained herein and those rules established by the District and the school. Provider shall provide advance notice to the school assistant principal and the District's Program Manager of any such intended use of school property to furnish Services hereunder. In those instances where Provider is authorized to utilize a District facility and related equipment to provide Services, Provider shall establish a usage schedule with the assistant principal.

*Conditions of Use.* Provider accepts the school premises and equipment in an as-is condition and Provider is solely responsible for determining that such premises and equipment are suitable for its program use. Consent to enter upon and use District property given by the assistant principal and the District's Program Manager shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the District. The assistant principal shall have the authority to the maximum extent possible to direct and condition Provider's use of a school in performing the Services set forth herein. Provider shall not conduct any other business on District property other than the Services and other matters associated with this Agreement. Provider shall use, and shall cause each of its employees and agents to use, the highest degree of care when entering upon and utilizing any property owned by the District in connection with the Services. Provider shall be responsible for the costs associated with the repair and restoration of any school property that is damaged as a result of Provider's usage, reasonable wear and tear excepted. Provider shall comply and shall cause each of its employees and agents, to comply with any and all instructions, requirements and licenses for the use of such property. Any and all third party claims, suits or judgments, costs or expenses, including attorneys, reasonable fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the insurance and indemnification provisions contained in the Agreement.

*Access to Provider Facilities.* Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by District. The Provider may be invited to participate in any review of each student's progress by District. District representatives shall have access to observe each student at work, observe the instructional setting, interview Provider, and review each student's progress.

**COMMUNITY HIGH SCHOOL  
DISTRICT 94**

**March 5, 2013  
7:00 p.m.  
Board of Education Meeting**

**SECTION C -  
DRAFT MINUTES**

- |                                       |                   |
|---------------------------------------|-------------------|
| 1. Regular Board of Education Meeting | February 19, 2013 |
| 2. Special Board of Education Meeting | February 25, 2013 |
| 3. Finance Committee Meeting          | February 13, 2013 |

Board of Education  
COMMUNITY HIGH SCHOOL DISTRICT 94  
2/19/2013 – 7:00 p.m.

Community High School  
326 Joliet Street  
West Chicago, Illinois

**OPENING ACTIVITIES**

1. Call to Order at 7:00 p.m.
2. VFW Post 6791 representatives led the Board and meeting attendees in the Pledge of Allegiance.
3. Ruben Campos read the Mission Statement:  
“Community High School strives to promote and provide growth experiences in Learning, Leadership and Living.”
4. Roll Call – Present were: Mr. Campos, Ms. Doremus, Mr. Gunderson, Mr. Kotche, Mr. Molinaro, Mr. Nagel and Mr. Saake.
5. Additions to the Agenda: None

**STUDENT RECOGNITION**

Gary Saake recognized Ryan Cooper as the January Student of the Month and Jason Michonski as the January PeaceBuilder of the Month.

Representatives from VFW Post 6791 awarded more than \$5,700 in scholarship money to over 100 students from Community High School for their participation in the Voice of Democracy Speech Contest.

**THE BOARD MEETING MOVED TO THE ADMINISTRATION CONFERENCE ROOM AT 7:28 p.m.**

**PUBLIC PARTICIPATION (Agenda Items Only)**

None

**REPORTS AND INFORMATION**

1. Business Manager's Report (Att. §B - pp. 2–6)  
Mr. Cole reported that, when the tax levy was adopted in December, 2012, the Board had discussed the possibility of abating a portion of the 3% increase. He said he had discussed this with the school's attorneys and the DuPage County Clerk's office, and that it appeared the best method would be to abate the Debt Service Levy. Mr. Cole explained that, by using this method, there would be no harm to the tax base and it would not limit future potential increases to any of the operating fund levies. Mr. Cole then distributed a report entitled “Fund Balance as of June 30 Operating Funds Only”, which he explained removed the Debt Service and Capital columns in order to provide a better comparison. He stated that the levy for 2012 is based on a 3% CPI which would generate approximately \$740,000 in new revenues. Mr. Cole



reported that, in order to utilize an abatement of the Debt Service Levy, a transfer from the Education Fund must be done at the same time in order to satisfy the requirements of the bonds. Mr. Cole then asked if the Board would like to proceed with the property tax abatement.

Mr. Campos asked what the timeline was to request the abatement and Mr. Cole responded that it should be brought back to the next Board meeting in March. Mr. Saake asked if the abatement would affect the school's expenditure level for next year and Mr. Cole responded it would reduce the Debt Service Levy, but would not reduce the potential for future revenues. Mr. Nagel stated that the impact to a property valued between \$300,000 and \$400,000 would be approximately \$16 per household, which could be spent on students. Mr. Kotche asked what the long-term implications were to the District. Mr. Cole responded that the District will ultimately have to tap into fund balances within the next few years.

Mr. Gunderson asked if the levy money could be earmarked for the O&M fund. Mr. Cole responded that it could be earmarked informally. There is no provision in the School Code for formal capital project reserve.

Mr. Saake stated that he was still in favor of abating one half of the tax levy. Mr. Campos said that he agreed that the money should be earmarked for the O&M fund. Mr. Molinaro asked if the District could take any portion of the allotted 3% and Mr. Cole said that it could.

Mr. Cole said that abatement of a portion of the tax levy would be on the March 5<sup>th</sup> agenda for action, in addition to a presentation of the District's long term capital needs.

## 2. Principal's Report

Dr. Cheng reported that Community High School will host a forum April 3<sup>rd</sup> sponsored by the Social Studies Department and The League of Women Voters. The forum will include Elementary School Board candidates, Community High School Board candidates along with West Chicago Mayoral candidates and will be held in the Auditorium.

Dr. Cheng stated he had attended a Curriculum Articulation meeting with College of DuPage February 11<sup>th</sup> which focused on their math department due to concerns about the transition of high school students to junior colleges specifically with math requirements. He said there was discussion on how area high schools and COD could align their math programs. Dr. Cheng said the notion of education being focused on Pre-K through post-secondary school was picking up steam. He said there has been talk of lowering the compulsory age for children to attend school.

Dr. Cheng then reported he had held a school climate team meeting on January 31<sup>st</sup> which was comprised of 20 faculty and staff members. He stated the McCormick Foundation is providing the funding for the training with the National School Climate Center.

## 3. Assistant Superintendent's Report

Dr. Chambers reported on the results from the audit of the school's website by the Illinois Policy Institute. She said District 94's website had scored 93.8% out of a possible 100%, and that there was not another high school district that had scored as high.

Dr. Chambers said that the Board had asked her to create a list of the District's professional business partners at the February 5<sup>th</sup> Board meeting. She then distributed

a memo entitled “Professional Services Firms” which detailed those partners that she was recommending be placed on the school’s website.

Dr. Chambers stated that the website would be updated annually.

4. Student Fees (Att. §B - pp. 7 – 9)

Mr. Cole directed the Board’s attention to (Att. §B - pp. 7 – 9); he reported that P.E. T-Shirts were being added to the fee schedule for the 2013-2014 school year. Mr. Cole then distributed 2 pages of student fees. He said the first page outlined student fees and the second page outlined student elective fees. Mr. Cole said that he would like to propose the elimination of individual lab fees and add a commensurate fee into the registration fee.

Mr. Molinaro clarified that, with the proposed elimination of individual lab fees, the new registration fee would go from \$215 to \$230. Mr. Cole said there would still be some supplies that would need to be purchased.

Mr. Cole then stated that the cap on fees would need to be raised from \$430 to \$460. Mr. Cole then directed the Board’s attention to the Athletic participation fee which is \$100 with a \$300 cap and is per student per sport. Mr. Cole asked if this was capped per family. Mr. Cole said the participation fee had been implemented per family. Mr. Gunderson and Mr. Saake both noted that the student participation fee was a small portion of what participation in each sport actually costs. Mr. Cole asked the Board if they wanted to raise the registration fee and eliminate the additional lab fees while adding a \$5 for the P.E. T-Shirts. Mr. Kotche suggested adding the \$5 T-Shirt fee to the registration fee as all students would require them. Mr. Cole told the Board that Mr. Lech had suggested the T-Shirt be rolled into the 8<sup>th</sup> grade Sports Festival so all incoming freshmen would already have one; if the fee for the T-Shirt was added to the registration fee, freshman would then pay for the shirt twice. Mr. Cole stated the company committed to hold the same price for all sizes of the T-Shirt.

Mr. Saake commented that the administrative work involved in sorting out all the various lab fees collected at registration was very time consuming, and Mr. Kotche asked why students should have to pay additional fees for select classes. Mr. Saake said that other fees, such as additional charges for workbooks, should be examined for the following school year.

Mr. Cole said he would talk to Mr. Lech about how to charge for the T-Shirts. Mr. Gunderson asked if more students would participate if the cap on the Athletic participation fee was reduced.

Mr. Cole asked how the Board wanted the Athletic participation fee, either by individual or by family? Board members responded it should be labeled by family.

5. Outsourcing (Att. §B - pp. 10 – 12)

Mr. Cole reported that he had been asked to discuss the potential for outsourcing. He said that the attachment included in the packet was a copy of the statute that governs this. He said that the primary areas to explore would be the custodial and maintenance areas. Mr. Cole stated there were a number of districts in the state that currently outsource these areas, and that there were a variety of ways to accomplish outsourcing. He said some districts will outsource just the cleaning aspect of their custodial staff and keep their current day custodians; some have done the entire maintenance staff, and others have broken it out. He said that, since the statute came about, not many districts have attempted to go in this direction. Mr. Cole reported that Lake Zurich had just submitted a RFP, which is due the middle of March. Mr. Cole

then distributed a timeline of events which would statutorily need to occur in the process:

Mr. Cole stated that the dates of the timeline were as condensed as possible. He said that developing the RFP would be the most difficult and time-consuming step in the process. Mr. Molinaro asked if putting out an RFP was the only way to understand the cost involved and Mr. Cole said that it was. Mr. Cole estimated there could be an annual cost savings of \$50,000 to \$75,000. He stated that the maintenance department would be more complex to fill due to the skills involved. Mr. Molinaro asked if it would be logical to look at the custodial piece separate from maintenance and Mr. Cole responded that an RFP could be done for custodial work with an alternate for maintenance work. Mr. Kotche suggested issuing two RFP's, one for custodial work and one for maintenance work.

Mr. Cole stated that the selected company would have to present a 3 year review, and would have to offer positions to the school's existing employees. He said the selected company would have to offer commensurate benefit packages to those employees. Board members agreed that Mr. Cole should proceed with the proposed process.

#### Open Comment - Board Members

Mr. Molinaro said he had information on the SASED meeting that he was going to attend the next day. Ms. Doremus said this would be the first meeting they would be using BoardBooks. Mr. Molinaro stated he would not be at the next Board meeting.

#### **CONSENT AGENDA (Roll Call)**

Action items considered routine and/or which have been previously discussed by the Board will be enacted under one roll call motion unless removed for separate action upon Board request. They are enumerated under the heading "Recommended Action".

1. Items Removed from Consent Agenda for Separate Action:  
Minutes of the February 5, 2013 Regularly Scheduled Board of Education Meeting  
and Closed Session Minutes of the February 5, 2015 Board Meeting

Consent Agenda Action for All Items Except those Listed in 1. Above.

**RECOMMENDED MOTION:** That the Board approve all items on the Consent Agenda which have not been specifically removed for separate action as shown on line 1. immediately above.

**MOTION:** Mr. Campos

**SECOND:** Mr. Kotche

**VOTE:** Unanimous Approval on Roll Call Vote 7 – 0

#### **CONSENT AGENDA ITEMS - RECOMMENDED ACTION(S):**

##### **Approval of Minutes — (Att. §C – pp. 1 - 7 )**

Special Board of Education Meeting –	January 25, 2013
Closed Session Special Board of Education Meeting – At Table	January 25, 2013
Special Board of Education Meeting	February 1, 2013
Closed Session Special Board of Education Meeting – At Table	February 1, 2013

**RECOMMENDED MOTION:** That the Board of Education approve the minutes of the meetings of January 25 and February 1, 2013, as listed above.

#### **CONSENT AGENDA APPROVAL**

**Approval of Financials — (Att. §A – pp. 1 – 51)**

- a. Approve Current Expenditures  
**RECOMMENDED MOTION:** That the Board of Education approve the expenditures from January 17, 2013 to February 14, 2013.
- b. Imprest Fund Statement
- c. Treasurer's Report
- d. Statement of Position
- e. Financial Report
- f. Statement of Revenue/Expenditures YTD Ending January 31, 2013
- g. 3-Year Budget/Actual Report
- h. Grant Reports
- i. Cash Fund
- j. Activity Account Fund Balance
- k. Vendor Activity Report
- l. Outstanding State Revenue Payments
- m. Quarterly Financial Report (Oct, Jan, Apr, July ONLY)
- n. FY13 Budget Report

**CONSENT AGENDA APPROVAL****Approval of Minutes — (Att. §C – pp. 1 - 7)**

Regularly Scheduled Board of Education Meeting - February 5, 2013

Closed Session Board of Education Meeting – At Table February 5, 2013

**RECOMMENDED MOTION:** That the Board of Education approve the minutes of the meeting of February 5, 2013, as listed above.

**MOTION:** Mr. Molinaro

**SECOND:** Mr. Saake

**VOTE:** Ayes: Campos, Doremus, Kotche, Molinaro, Nagel, Saake

Nays: None

Abstain: Gunderson

Motion carried: 6 – 0, 1 Abstain

**NEW BUSINESS****Personnel Reports – (Roll Call)**

This was moved to Executive Session.

**Supplemental Educational Services Contract**

The attached contract allows an ISBE-approved vendor to provide Supplemental Educational Services to District 94 Students. These services are offered in accordance with NCLB regulations and are funded via Title I dollars.

**RECOMMENDED MOTION:** That the Board of Education approve the Supplemental Educational Services agreement for the 2012-2013 school year with ATS Project Success as shown on (Att. §B - pp. 13 – 24).

**MOTION:** Mr. Saake

**SECOND:** Mr. Molinaro

**VOTE:** Unanimous Approval on Roll Call Vote 7 – 0

**OLD BUSINESS - None**

**PUBLIC PARTICIPATION - None**

**EXECUTIVE SESSION**

**RECOMMENDED MOTION:** That the Board of Education hold a Closed Session at 8:36 p.m. for the purpose of discussing the appointment, employment, compensation, discipline, performance, or dismissal of specific employees; collective negotiating matters; and litigation has been filed and is pending before a court or administrative tribunal.

**MOTION:** Mr. Saake

**SECOND:** Mr. Molinaro

**VOTE:** Unanimous Approval on Roll Call Vote 7 – 0

**ACTION AFTER RETURN TO OPEN SESSION:****Personnel Report – (Roll Call)**

1. **RECOMMENDED MOTION:** That the Board of Education approve the Personnel and Supplemental Contract reports as presented in the packet and at table. (Att. §D – pp. 1 – 3).

**MOTION:** Mr. Saake

**SECOND:** Mr. Campos

**VOTE:** Unanimous Approval on Roll Call Vote 7 – 0

2. **RECOMMENDED MOTION:** That the Board of Education accept the retirement and resignation of Sione Moeaki, Deans' Assistant, and the resignation of John Parker, Teacher in the Special Education Division, effective at the conclusion of the 2012-2013 school year, as shown on (Att. §D - pp. 4 – 5).

**MOTION:** Mr. Molinaro

**SECOND:** Mr. Saake

**VOTE:** Unanimous Approval on Roll Call Vote 7 – 0

**ADJOURNMENT**

**RECOMMENDED MOTION:** That the Board of Education meeting be adjourned at 9:15 p.m.

**MOTION:** Mr. Saake

**SECOND:** Mr. Campos

**VOTE:** Unanimous Approval on Voice Vote 7 - 0

---

Katherine M. Doremus, President

ATTEST:

---

Ruben Campos, Secretary

Special Meeting of the Board of Education  
COMMUNITY HIGH SCHOOL DISTRICT 94  
2/25/2013 – 7:30 p.m.

Community High School  
326 Joliet Street  
West Chicago, IL 60185

**OPENING ACTIVITIES**

1. Call to Order at 7:30 p.m.
2. Dr. Domeracki led the Board and meeting attendees in the Pledge of Allegiance.
3. Ruben Campos read the Mission Statement:  
“Community High School strives to promote and provide growth experiences in Learning, Leadership and Living.”
4. Roll Call – Present were: Mr. Campos, Ms. Doremus, Mr. Gunderson, Mr. Molinaro, Mr. Nagel and Mr. Saake. Mr. participated via telephone as he was away on business.

**PUBLIC COMMENT** - None

**NEW BUSINESS**

1. **Appointment of Superintendent – (Roll Call)**

**RECOMMENDED MOTION:** That the Board of Education approve the employment of Dr. Douglas Domeracki as Superintendent of District 94, pursuant to a contract for employment of five years, effective July 1, 2013 through June 30, 2018.

**MOTION:** Mr. Saake

**SECOND:** Mr. Molinaro

**VOTE:** Unanimous Approval on Roll Call Vote 7 – 0

**PUBLIC COMMENT**

Dr. Domeracki said he was excited and was looking forward to opportunities at District 94. He thanked the Board for putting their trust in him.

**ADJOURNMENT**

**RECOMMENDED MOTION:** That the Board of Education meeting be adjourned at 7:33 p.m.

**MOTION:** Mr. Saake

**SECOND:** Mr. Campos

**VOTE:** Unanimous Approval on Voice Vote 7 – 0

ATTEST:

---

Katherine M. Doremus, President

---

Ruben Campos, Secretary

COMMUNITY HIGH SCHOOL  
DISTRICT 94  
West Chicago, Illinois

Minutes of the FINANCE COMMITTEE meeting held on February 13, 2013, at 326 Joliet Street, West Chicago, Illinois, from 7:35 a.m. to 8:53 a.m.

CALL TO ORDER – The meeting was called to order at 7:35 a.m.

ROLL CALL -                      In attendance at the meeting were: Kathe Doremus, Gary Saake, Ruben Campos  
Others Present: Lalo Ponce, Gordon Cole, and Diane Masschelin

**FY 13 Budget Review FY 14 Budget Review:**

Mr. Cole had several spreadsheets that he passed out to the committee. The spreadsheets contained financials for the FYTD Activity (fiscal year to date) thru January 31, 2013. Mr. Cole stated that he has been meeting with the Division Heads for next year's budget. Some would like to hold and spend at the end of the year. Mr. Cole stated that if they waited until the end of the year, was the expense really necessary? Also mentioned, the Division Heads are working to code items to the proper line item and if a transfer is needed, then it would occur. Properly coded line items would give us a better handle for determining the needs. Mr. Cole stated that the Grants will most likely be scaled back for next year, and that the Bilingual grant will be reduced down due to the program's success.

Ms. Doremus mentioned the bussing issue, hiring drivers instead of using Septran or internal personnel. Mr. Cole mentioned that the Special Ed mini bus lease will be up and he would need to get quotes. It was also suggested that we use our current bus company (Illinois Central) for the bussing issue. Mr. Cole stated that he would look for the best approach.

Mr. Campos questioned facility rental revenue and Mr. Cole stated that basically the Sharks, the Park District and spring life guard training makeup the greatest part of the pool usage. Mr. Cole mentioned that the staff is doing an analysis to ensure that we are charging enough to break even with the additional custodial costs that are needed. With regards to the pool, Mr. Cole mentioned that Mike Tang stopped him this morning and mentioned that the main filter pump is out. On a positive note, Mr. Cole mentioned that Doug Mullaney is working with Batavia on a co-op for swimming. It was noted that they would pay us for being part of our program and that we would need Board approval should the program come together.

**FY 13/14 Capital:**

Mr. Cole had a capital listing handout projecting through FY 18. Ultimately the long range capital plan will be part of the Facility Tree software program. This will enable tracking of capital projects as well as maintenance. The capital listing has the various requests from the Division Heads and Administration. The committee looked over the multi-page listing. Mr. Cole stated that the turf on the football field has held up nicely due to the maintenance that has been done over the years. It was mentioned that Athletics would like to see Lincoln Field have turf put in. Mr. Cole stated that he would have more doors completed this summer to comply with the

Life Safety, concentrating on the main areas and that the pool would be drained next summer (2014). We are waiting on quotes for a variety of projects. Mr. Cole stated that he would like to make an initial presentation to the full Board at the March 5<sup>th</sup> Board meeting.

**Student Fees:**

Mr. Cole did not have the information ready for the finance committee meeting for student fees, but will have the information by Friday for the board packet.

**New Initiatives:**

Mr. Cole stated that Dr. Chambers is planning on bringing all of the personnel reports to the Board at the same time.

At this time staff will most likely be recommending the following staffing positions:

1. Position for Curriculum, Instruction and Assessment
2. Splitting the Math/Science Division Head in two positions – one for Math and one for Science. Mr. Cole stated that the number of evaluations and intense supply list for science is overwhelming.

**New Initiatives:**

The committee mentioned the supervision during lunch periods is currently handled by the division heads and some teachers. Out-sourcing the cafeteria supervision to our security firm, PerMar Security, was mentioned, along with the deans and the police officers would be able to manage the area better and it would be more economical.

**New Initiatives:**

The committee mentioned the supervision at events is in need of an overhaul. It was mentioned that the same staff members have been doing the supervision for over 15 years. Mr. Cole stated that he gave a project to Carole DeRidder to research timesheets, event by event, and see who has been scheduled to be in what area of the building.

**New Initiatives:**

Mr. Cole mentioned abating the tax levy with the debt service. He had contacted Dan Boyle and John Izzo will be writing a letter which Mr. Cole stated will be in the board packet on Friday. Ms. Doremus stated that she has some questions regarding this and stated that this was not a good time to do this. Mr. Cole also stated that he would report on this topic in greater detail at the board meeting and stated that a resolution would be needed to proceed.

**Adjournment:**

The meeting adjourned 8:53 a.m.



**COMMUNITY HIGH SCHOOL  
DISTRICT 94**

**March 5, 2013  
7:00 p.m.  
Board of Education Meeting**

**SECTION D -  
CONFIDENTIAL MEETING ATTACHMENTS**

1. Personnel Report

# Office of Human Resources - Personnel Report

03/05/2013 – Board of Education Meeting

A. Approve the following personnel recommendations:

## Leave of Absence

NAME	Kevin Woitas		
Action	Leave of Absence under FMLA		
Classification	Non-Certified		
Initially Proposed	03/05/2013		
Role/ Area	Program Assistant/Special Education		
Education			
Experience			
Certification Type			
Part/Full-Time	Full-Time		
Salary/Schedule			
Replaces			
Effective	03/06/2013 – 04/02/2013		

## Resignation

NAME	Humberto Ayala	Allyson Passarelli	
Action	Acceptance of Resignation	Acceptance of Resignation	
Classification	Coach	Coach	
Initially Proposed	03/05/2013	03/05/2013	
Role/ Area	Head Coach/Wrestling	Head Coach/Cheerleading	
Education			
Experience			
Certification Type			
Part/Full-Time			
Salary/Schedule			
Replaces			
Effective	02/25/2013	02/28/2013	