

AGENDA
MEETING OF THE BOARD OF EDUCATION
Monday, April 17, 2023
7:00 P.M.

The Board Meeting for Monday, April 17, 2023 will be held at Park View School, Library, 6200 Lake Street, Morton Grove, Illinois 60053.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Audience to Visitors
5. Approval of Minutes
 - A) Regular Meeting – March 20, 2023 (page 3)
 - B) Closed Meeting – February 22, 2023
6. Approval of Bills
 - A) Deposits to Treasurer – March, 2023
 - B) Accounts Payable – March, 2023
7. Treasurer's/Business Report (page 9)
8. Education Report
9. Special Education Report
10. Superintendent Report
 - a. Tarin Kendrick and Kathy Gavin from NTDSE will talk about the Articles of Agreement
11. Informational Items
 - A) Enrollment Report (page 10)
 - B) Lunchroom Report (page 12)
 - C) FOIA Requests (page 14)
12. Action Items
 - A) Approval of Articles of Agreement for NTDSE (page 15)
 - B) Approval of IMRF Resolution (page 32)
 - C) Approval of Cleaning Contract Service Renewal (page 37)
 - D) Approval of Resignation – Teacher (page 40)

13. Old Business
14. New Business
15. Audience to Visitors
16. Adjournment

**MINUTES OF A REGULAR MEETING
OF THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 70
COOK COUNTY, ILLINOIS**

March 20, 2023

The Meeting was called to order at 7:00 p.m. with the following members present:

George Karagozian
Paul Torres
Mark Thannert
Pamela Alper
Kate Pichon
Jeremy Wilson

Absent:

Paul McGivern

Matt Mayer, Assistant Superintendent; Erin Majchrowski, Director of Business Services; Matt Condon, Principal; Jacquelyn Le-Mon, Assistant Principal; Jill Brocar, Principal Secretary; Brad Voehringer, Superintendent; and Deirdre Koehler, Board Secretary were in attendance. The following staff members were also in attendance: Connie Schroeder, Kate McBrien, Justine Reich, Danielle Faubert, and Chrissy Botten. Also in attendance was Dr. Gary Zabilka.

Audience
To
Visitors None

Approval of
Minutes
Regular Mtg
2/22/23

Copies of the minutes from the Regular Board of Education Meeting on February 22, 2023 were included in the Board Packet. A motion was made by Member Karagozian and seconded by Member Thannert to approve the Minutes of the Regular Meeting on February 22, 2023.

Roll Call: Members Alper, Pichon, Thannert, Torres, and Karagozian voted aye. Member Wilson abstained. Nays none. The motion carried.

***Approval of
Deposits***

A motion was made by Member Karagozian and seconded by Member Torres to approve the deposits for the month of February 2023.

Preschool Tuition	\$2,410.00
Student Lunch	\$14,360.14
School Fees	\$670.00
Rebates and Refunds	\$205.67
TOTAL	\$17,645.81

Roll Call: Members Alper, Pichon, Thannert, Torres, Wilson, and Karagozian voted aye. Nays none. The motion carried.

***Approval of
Payables***

A motion was made by Member Karzgozian and seconded by Member Torres to approve the payables for the month of February 2023. A board member conference reimbursement was included.

Fund 10 – Education	\$129,121.16
Fund 20 - O&M	\$78,040.95
Fund 40 – Transportation	\$99,068.81
TOTAL	\$306,230.92

Roll Call: Members Alper, Pichon, Thannert, Torres, Wilson, and Karagozian voted aye. Nays none. The motion carried.

***Treasurer’s
And Business
Report***

Mrs. Majchrowski reviewed the Treasurer’s Report.

***Education
Report***

Mr. Condon shared information about International Night. Approximately 700 community members attended. He thanked Mrs. Arias, Ms. Hussaini, Mrs. Sulic, and Ms. Wiggins. He also stated that the Springfield trip was a success. Last Friday was Coffee with Mr. Condon. The new principal, Mr. Wawczak was also there. The discussion was about tradition and branding for Park View.

Ms. Le-Mon, Mrs. Schroeder, Ms. Faubert, Mrs. Reich, Mrs. McBrien, and Mrs. Botten shared a presentation about the recent professional development opportunity they attended. It was a workshop with a book study of “Yes We Can!” which is about general and special education teachers collaborating in a Professional Learning Community. The focus was revisiting prioritized standards

in the units of study remaining for this school year and making adjustments by asking: Does everyone clearly understand the standard and what students should know and be able to do? Do the current assessments align with the standard and its rigor? Is there clear learning progression with appropriate scaffolds? Then there is a need to reflect on this year's units to think about next steps for planning summer work with PLC and planning next year's work on units with PLCs. One important takeaway from the conference was ensuring all special education teachers are recognized as teachers in the classroom. In order to do this, the department wants to rebrand themselves to help with this recognition. Along with rebranding, the department would like to carve out more time to reunite and work on vertical articulation and standards-based IEP goals. PLCs need continued time to vertically articulate with one another in order to align common strategies and resources, and consider the learning progression of standards based upon the previous and next grade level standard. The district is doing great things already and these steps will help to continue in the right direction.

Dr. Mayer reported that students in third through eighth grades will be taking the Assessment of Readiness when the students return from spring break. He also reported that Carol Gibbs, the EL expert, will be in the building tomorrow to work with the EL leadership team on professional learning planning for the district. Dr. Mayer met with Mrs. Kerr, the Professional Learning and Curriculum Director to go over their transition.

***Special
Education
Report***

Member Alper gave the NTDSE update that included information about the Articles of Agreement revisions. Tarin Kendrick and Kathy Gavin will be at next month's board meeting to go over them. She also mentioned that they completed their EL audit and North Cook audit which went over their practices. NTDSE is also evaluating staffing and fees for service for next school year. They are in negotiations because the current Collective Bargaining Agreement expires in June.

***Super-
Intendent
Report***

Mr. Voehringer reminded the Board about completing their Statement of Economic Interests by May 1st and that spring break is next week. He shared that there will be some projects going on in the building.

Dr. Gary Zabilka gave a presentation on SuperEval which is a tool for board members to evaluate the Superintendent.

***Informational
Items***

***Enrollment
Report***

There were 882 students enrolled as of February 28, 2023.

***Lunch
Report***

There were 6245 lunches sold in February 2023.

***FOIA
Requests***

There were no Freedom of Information Act requests in February 2023.

***Action
Items***

***Approval
Of
Leave of
Absence
Request***

A motion was made by Member Karagozian and seconded by Member Pichon to approve the leave of absence request for Brittany Graber for the 2023-2024 school year.

Roll Call: Members Alper, Pichon, Thannert, Torres, Wilson, and Karagozian voted aye. Nays none. The motion carried.

***Approval
Of
New Hire***

A motion was made by Member Karagozian and seconded by Member Alper to approve the hire of Sarah Nelson as a teacher aide for the rest of the 2022-2023 school year.

Roll Call: Members Alper, Pichon, Thannert, Torres, Wilson, and Karagozian voted aye. Nays none. The motion carried.

***Approval
Of
Honorable
Dismissal***

A motion was made by Member Karagozian and seconded by Member Wilson to approve the honorable dismissal of a part-time first year teacher for reasons other than reduction in force pursuant to Section 24-11 of the School Code.

Roll Call: Members Alper, Pichon, Thannert, Torres, Wilson, and Karagozian voted aye. Nays none. The motion carried.

***Approval
Of
Resignation***

A motion was made by Member Karagozian and seconded by Member Thannert to approve the resignation of Jessica Kahn, School Media Specialist.

Roll Call: Members Alper, Pichon, Thannert, Torres, Wilson, and Karagozian voted aye. Nays none. The motion carried.

***Approval
Of
Resignation***

A motion was made by Member Karagozian and seconded by Member Thannert to approve the resignation of Lily Ruklick, fourth grade teacher.

Roll Call: Members Alper, Pichon, Thannert, Torres, Wilson, and Karagozian voted aye. Nays none. The motion carried.

***Approval
Of
MOU***

A motion was made by Member Karagozian and seconded by Member Pichon to approve the MOU with the Park View Council of Teachers. The District is offering course work for qualified staff in order for them to earn an Illinois teaching endorsement for English as a Second Language (ESL). The MOU establishes the process of application for the program and details regarding a promissory note that staff members will need to sign if they are selected for the program. The District will cover the costs of registration and materials for the courses necessary.

Roll Call: Members Alper, Pichon, Thannert, Torres, Wilson, and Karagozian voted aye. Nays none. The motion carried.

***Old
Business***

Mr. Voehringer reviewed the Morton Grove School District 70 Board Agreements. He reviewed the highlights of the recent Board development workshop that was held in February. He reiterated that a board meeting is a business meeting held in public. There are two chances for the public to comment; once in the beginning of the meeting for items on the agenda, and once at the end of the meeting for anything else. It is not a town meeting and there is not a dialogue between the board and the public. There is a chain of command which the board uses to communicate with staff and public.

***New
Business***

None

***Audience
To
Visitors***

None

Adjournment At 7:55pm, a motion was made by Member Karagozian and seconded by Member Thannert to adjourn the meeting. All members were in favor.

Approved by:

President

Secretary

Treasurer's Report - March 23

	Beg of Year Fund Bal	Rev to Date	Month Exp	Exp to Date	Transfers	Current Fund Bal (22-23)	March Fund Bal (21-22)	End of Year Fund Bal (21-22)
EDUCATION	\$13,915,487	\$9,898,838	\$931,018	\$8,368,229	\$71	\$15,446,167	\$16,860,560	\$13,915,487
STUDENT ACTIVITY	\$22,711	\$32,122	\$6,656	\$30,592		\$24,241	\$25,334	\$22,711
BUILDING	\$1,848,499	\$897,093	\$92,027	\$826,957	(\$1,087,625)	\$831,010	\$1,965,301	\$1,848,499
BOND & INTEREST	\$277,924	\$255,964	\$11,993	\$424,825	\$87,625	\$196,688	\$282,084	\$277,924
TRANSPORTATION	\$1,578,557	\$926,514	\$98,694	\$655,352		\$1,849,719	\$1,748,473	\$1,578,557
IMRF/SS	\$209,894	\$184,400	\$26,866	\$220,889		\$173,406	\$302,776	\$209,894
CAPITAL PROJECTS	\$392,805	\$54,583	\$0	\$141,409	\$1,000,000	\$1,305,979	\$716,730	\$392,805
WORKING CASH	\$2,315,785	\$93,121	\$0	\$0		\$2,408,906	\$2,294,887	\$2,315,785
TORT IMMUNITY	\$12,790	\$16	\$0	\$12,735	(\$71)	\$0	\$12,703	\$12,790
LIFE SAFETY	\$639	\$7	\$0	\$0		\$646	\$634	\$639
TOTAL	\$20,575,091	\$12,342,658	\$1,167,254	\$10,680,988		\$22,236,761	\$24,209,482	\$20,575,091

Informational Item A

To: The Board of Education

From: Brad W. Voehringer, Ed. S.

Re: Enrollment Report

Date: April 17, 2023

The enrollment report as of March 31, 2023 is attached.

Number of Students by Teacher and Grade 2022-2023

03/31/2023

Grade	Teacher	Total
K	Cusella AM	16
K	Cusella PM	17
K	Luksa AM	17
K	Luksa PM	18
K	Heymann	9
Kindergarten Total		77
6th Day	75	Prev month 78

Grade	Teacher	Total
3	Faubert	24
3	Hobson	25
3	Starwalt	25
3	Trail	24
3rd Grade Total		98
6th Day	95	Prev month 98

Grade	Teacher	Total
6	Brody	25
6	Levin	26
6	Loizzo	28
6	Schroeder	26
6th Grade Total		105
6th Day	104	Prev month 105

1	Connelly	21
1	Girioni	21
1	Hansen	17
1	Melnick	21
First Grade Total		80
6th Day	75	Prev month 78

4	DiFronzo	24
4	Eckhorn	23
4	Lucci	23
4	Ruklick	23
4th Grade Total		93
6th Day	89	Prev month 93

7	Farbman	24
7	Katz	19
7	Oats	18
7	Pape	22
7	Stankovic	20
7th Grade Total		103
6th Day	98	Prev month 103

2	Botten	22
2	Frake	24
2	Reynolds	21
2	Thanas	23
Second Grade Total		90
6th Day	89	Prev month 91

5	Cogan	23
5	Nolan	23
5	Oles	22
5	Reich	23
5th Grade Total		91
6th Day	87	Prev month 91

8	Mazukelli	22
8	Paskiewicz	21
8	Rice	22
8	Shelist	18
8	Tobey	19
8th Grade Total		102
6th Day	102	Prev month 102

Blended AM	15
Blended PM	16
NTDSE D70 *	10
NTDSE non D70 *	3

* not included in classroom totals

Total	
PreK-5	560
6-8	310
PreK-8	870
TOTAL (incl. NTDSE)	883

Informational Item B

To: The Board of Education

From: Brad W. Voehringer, Ed. S.

Re: Lunchroom Report for 2022-2023

Date: April 17, 2023

Enclosed is the monthly lunchroom report for the 2022-2023 school year.

**MORTON GROVE DISTRICT 70
STUDENT LUNCH COUNT**

STUDENT ENROLLMENT	YEAR	PRICE	AUG/SEP*	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY/ JUNE
767	01-02	\$ 1.85	8129	5975	5306	4571	5025	5362	4134	4733	4599
779	02-03	\$ 2.00	5034	7392	6647	4005	4546	4069	3846	4578	6047
716	03-04	\$ 2.00	5542	4329	3020	3337	4071	3870	4160	4437	4942
777	04-05	\$ 2.00	6927	5279	4426	3560	4976	4976	4605	5051	5357
765	05-06	\$ 2.00	4834	4792	4370	4323	4724	4443	4334	4616	6283
789	06-07	\$ 2.25	5930	4491	3120	3745	4165	3964	3814	4811	5469
812	07-08	\$ 2.25	6010	6817	5318	4525	5686	5134	4537	6451	7049
819	08-09	\$ 2.35	6792	6509	4251	4156	5827	4870	5070	5846	7472
796	09-10	\$ 2.35	5958	5216	3712	3558	4768	4379	5113	4460	5925
821	10-11	\$ 2.35	5220	4796	3892	2905	4861	4230	3779	4177	6232
832	11-12	\$ 2.50	5786	4531	3955	3977	3533	4948	3398	4281	5037
858	12-13	\$ 2.50	7623	6750	5405	4744	5859	5358	4603	6085	6823
853	13-14	\$ 2.60	5935	6609	4799	4828	4677	5409	4855	5965	7221
857	14-15	\$ 2.65	8189	6522	4189	4535	5140	4884	5169	5923	6909
850	15-16	\$ 2.65	6227	6141	4529	4099	5674	5426	5462	5765	7904
855	16-17	\$ 2.75	6956	4825	4534	4855	4651	5478	4436	5278	7601
860	17-18	\$ 2.85	7556	6910	5639	5232	5586	5773	5778	6783	7180
890	18-19	\$ 2.90	8081	7815	5659	5444	5736	6993	5911	7405	8692
877	19-20	\$ 3.00	8309	7908	5096	5573	6979	7094	3738		
845	20-21	\$ 3.05	1029	2336	1335	814	1368	2700	3004	3034	3425
854	21-22	Free	8072	8014	6410	5404	7760	8234	8249	7660	9017
898	22-23	\$ 3.30	6143	5385	5048	4497	4895	6245	5858		
MONTHLY AVERAGES			6376	5879	4575	4213	5023	5175	4721	5367	6459

*Starting in 14-15 the total combines August & September

Informational Item C

To: The Board of Education

From: Brad W. Voehringer, Ed. S.

Re: FOIA Report

Date: April 17, 2023

Guiding Question: What have been the most recent Freedom of Information Act requests since the last report to the Board of Education?

Policy Reference: 2:250 – Access to District’s Public Records.

Description: Included are the most recent FOIA requests. Please know the District has responded appropriately for all requests or is in the process of responding.

REQUEST - received via email on April 10, 2023 from Vince Espi of Local Labs at foia@news.locallabs.com

To whom it may concern,

I am writing to you on behalf of Local Labs, which is an online publication that reports on and informs the citizens of Illinois about their local and state government's activities. I apologize if this is a duplicate request. If you have already responded with your mission statement, please ignore this email.

Please provide the following information:

1. A copy of your district's current mission statement
 2. Copies of any previous mission statements, provided they have changed them in recent past.
- Please provide the records in electronic format. Preferably transferred via email or an online file hosting service (such as Dropbox).

As a media organization requesting these records primarily for the benefit of the general public, we request that any fees be waived. Thank you for your prompt assistance in providing these records.

Kind regards,
Vince Espi
Local Labs

RESPONSE – Sent via email on April 10, 2023.

RECOMMENDATION – No action is needed from the Board.

Action Item A

To: The Board of Education

From: Brad W. Voehringer, Ed. S.

Re: Approval of NTDSE Articles of Agreement

Date: April 17, 2023

Morton Grove School District 70 is one of the member districts of the Niles Township District for Special Education (NTDSE). NTDSE has established Articles of Agreement that govern how the cooperative functions. It has been several years since the agreements were last reviewed and revised. Throughout this school year, various task force committees have met to review sections of the Articles. These committees have made recommendations for revisions that are now being proposed to the member districts for approval.

SUGGESTED MOTION:

I move that the Board of Education approve the Articles of Joint Agreement for the Niles Township District for Special Education.

RESOLUTION RATIFYING CHANGES TO NTDSE ARTICLES OF AGREEMENT

WHEREAS, the Niles Township District for Special Education ("NTDSE") has been involved in a review of the Articles of Agreement over the past six months which has resulted in recommended changes to the Articles of Joint Agreement of the Niles Township District for Special Education; and

WHEREAS, the recommendations from the review of the Articles of Agreement include suggested changes to Articles II, V, VI, VII, VIII, XI of the Articles of Joint Agreement of the Niles Township District for Special Education; and

WHEREAS, proposed amendments to the Articles of Joint Agreement of the Niles Township District for Special Education have been considered at two meetings and approved by the Governing Board;

WHEREAS, for the amendments to the Articles of Joint Agreement to be effective, they must be ratified by $\frac{3}{4}$ of the Boards of Education of the member districts;

WHEREAS, the amended Articles of Agreement have been presented to and reviewed by this Board of Education;

NOW, THEREFORE, Be It Resolved by the Board of Education of _____, Cook County, Illinois, as follows:

Section 1. The Board of Education hereby approves and ratifies the amended Articles of Joint Agreement attached hereto as Exhibit A and incorporated herein.

Section 2. The Superintendent is directed to provide a copy of this resolution ratifying the amended Articles of Joint Agreement to the Executive Director of the Niles Township District for Special Education as evidence of ratification and the date of same.

ADOPTED this _____ day of _____, 2023, by the following vote:

AYES:

NAYS:

ABSENT:

President

ATTEST:

Secretary

ARTICLES OF JOINT AGREEMENT FOR THE NILES TOWNSHIP DISTRICT FOR SPECIAL EDUCATION

ARTICLE I – STRUCTURE

Section 1 - Name

The name of this organization shall be the NILES TOWNSHIP DISTRICT FOR SPECIAL EDUCATION (hereinafter called “NTDSE”).

Section 2 - Legal Entity

NTDSE shall operate as a legal entity pursuant to Section 10-22.31 of the *School Code* (105 ILCS 5/10-22.31) or any successor statute.

Section 3 - Purpose

The purpose of NTDSE is to promote, operate, organize, coordinate, and supervise a comprehensive program of special education and other needed educational programs and or services as authorized by the *School Code* and its Member School Districts as identified on Exhibit A attached hereto and incorporated into these Articles of Joint Agreement (hereinafter called “Member Districts”). For those students which are enrolled at NTDSE, NTDSE will provide, on behalf of the Member District, such students with a free appropriate public education.

ARTICLE II - MEMBERSHIP

Section 1 – Member Districts

The Member Districts of NTDSE are identified on the attached Exhibit A. Amendment of Exhibit A to reflect any approved changes to NTDSE membership shall not be considered an amendment of these Articles of Joint Agreement within the meaning of Article IX. Exhibit A may be amended by the Superintendent (as defined in Article IV) to conform to the actual membership of NTDSE as approved by the Governing Board.

Section 2- Admittance of Member Districts

A non-member public school district may petition NTDSE for membership. Such petition shall be submitted to the Governing Board (as defined in Article III) of NTDSE in such form and substance as required by the Governing Board. Approval of the petition for admission shall be by affirmative vote of three-fourths (3/4) of the total membership of the Governing Board. The Governing Board may grant the petition for membership of a school district on such terms and conditions as it deems appropriate, but in all cases the school district petitioning for membership shall, at a minimum, provide a resolution adopted by the Board of Education stating the school district’s agreement to abide by these Articles of Joint Agreement and NTDSE policies and procedures.

Section 3 - Admittance Fee

Unless the Governing Board provides otherwise, the new Member District shall pay an admittance fee on a per pupil basis as designated by the Governing Board based upon the most current six (6) day enrollment figures for the entire student population of the applicant school district. For the initial year of membership, new Member Districts shall be assessed their *pro rata* share of the current fiscal year's (1) Capital Improvement Fee under Article VII, (2) Physical Plant Hard Cost Fee under Article VII, (3) Instructional and Physical Plant Fee under Article VII, (4) Purchased Service fees under Article VII including Infinitec services fees and (5) Membership Fee under Article VII. Such proration shall begin with the date of membership.

Section 4 – Responsibilities of Member Districts

Member Districts shall have the following rights and responsibilities as members of NTDSE.

- A. Member Districts shall promptly and fully pay all fees and bills for services submitted to them by NTDSE.
- B. Each Member District shall appoint or provide one (1) Governing Board member as that procedure is set forth in Article III, Section 1.
- C. Member Districts shall have the right to receive appropriate services, programs and administrative support from NTDSE consistent with these Articles of Joint Agreement and Governing Board policy.
- D. Member Districts shall be responsible to provide a free, appropriate public education to all students with disabilities residing within their respective school districts, whether the special education services are provided by the Member District or NTDSE.
- E. Each Member District shall assist the Governing Board in accomplishing the purposes set forth in these Joint Articles of Agreement. Further, Member Districts shall work collaboratively to provide for the needs of all special education students within the Member Districts.
- F. Member Districts shall operate and maintain comprehensive special education programs, including services provided to students in general education classrooms, resource rooms, or special education instructional classrooms when the incidence of a student needs within a Member District supports the establishment of such service delivery options.
- G. Member Districts shall perform and provide such other services as determined by the Governing Board.

ARTICLE III – GOVERNANCE - GOVERNING BOARD

Section 1 - Members

The Governing Board shall consist of one (1) Board of Education member from each Member District selected by the Member District's Board of Education. The suggested term for the Board of Education member to serve as a Governing Board member is two calendar years.

Section 2 -Alternates

In case of an absence of a selected Governing Board member, an alternate from the Member District's Board of Education, selected in accordance with such Board of Education's procedures, shall act as its Governing Board member during such absence.

Section 3 - Officers

A. The Governing Board shall have a President and Vice President which the members of the Governing Board shall elect at its May meeting. The terms of the office of President and Vice President shall be two-years (2) from the date of the election. In the event the office of the President becomes vacant during the year of office, or the President is not able to preside at a meeting, the Vice President shall assume this office during the vacancy.

B. The Governing Board shall elect a Secretary for a term of two-years (2) at the May meeting. The Secretary may be a member of the Governing Board or a member of the NTDSE administrative staff. The Secretary shall be responsible for the completion of the minutes of all Governing Board meetings and the distribution of the proposed minutes to the membership of the Governing Board prior to the next meeting. In the absence of the Secretary, the Governing Board members present shall elect a *Pro Tem* Secretary.

Section 4 - Governing Board Responsibilities and Duties

The responsibility for the management and governance of NTDSE shall be vested in the Governing Board. The Governing Board has the following duties:

A. To receive, propose and review amendments to these Articles of Joint Agreement;

B. To adopt an annual budget after a public hearing and after input from the Superintendents' Committee (as defined in Article V);

C. To determine the nature and extent of services that NTDSE shall provide to its Member Districts;

D. To determine the need for site acquisition, construction, and capital improvement, and to take appropriate and necessary action to acquire necessary sites, to build new construction and/or improve existing NTDSE school buildings, and/or make appropriate and necessary capital improvements to NTDSE school buildings after input from the Superintendents' Committee;

E. To expend funds as provided in the adopted budget for the fiscal year;

F. To incur debt as provided for under the *School Code*;

G. To approve all payments to be made and to direct all appropriate action for payment of NTDSE indebtedness;

- H. To employ the Superintendent (as defined in Article IV) and approve the employment of other personnel; to set salaries and terms of employment of same;
- I. To approve the resignation and dismissal of any employee;
- J. To evaluate the performance of the Superintendent;
- K. To lease or purchase real estate for use by NTDSE, including, but not limited to, buildings, rooms, grounds, and appurtenances;
- L. To adopt an annual calendar of meetings which shall be held monthly and to hold such meetings in accordance with the laws of the State of Illinois;
- M. To establish Governing Board Committees as deemed necessary;
- N. To establish basic policies consistent with this Joint Articles of Agreement and the Illinois *School Code*;
- O. To approve contracts with service providers, labor unions, professional organizations, and or amendments thereto; and
- P. To execute or authorize to be done such other matters as may be necessary or appropriate for the operation of NTDSE as permitted by law.

Section 5 - Meetings

- A. The Governing Board shall hold an organizational meeting each May. At the organizational meeting, the Governing Board shall establish the dates, times and places for regular meetings. Said dates, times and places shall be served on all members and alternate members of the Governing Board, either in person, electronically or by mail, not less than seventy-two (72) hours prior to such meetings.
- B. All meetings shall be conducted in compliance with the Illinois *Open Meetings Act*.
- C. A quorum shall consist of a majority of the Governing Board membership.
- D. Each member of the Governing Board, or the NTDSE Board member alternate serving in his or her stead, shall have one (1) vote. An affirmative vote of a majority of the members of the Governing Board present at a duly called meeting at which a quorum has been established shall be required for passage of a proposition unless otherwise specifically stated herein. Adoption of motions relating to site acquisition, building construction, and capital improvements in excess of \$25,000 or such other amount determined by the Governing Board, shall require a vote of three-fourths (3/4) of the total Governing Board membership.
- E. Governing Board members may participate in Governing Board meetings by electronic or telephonic means so long as such attendance complies with the Illinois *Open Meetings Act*, other provisions of these Articles of Joint Agreement and NTDSE policy.

ARTICLE IV – THE SUPERINTENDENT

Section 1 - Employment

The Governing Board shall employ a Superintendent who shall be the Chief Executive Officer of NTDSE (who shall be a State Approved Director of Special Education), and shall hold the certifications and endorsements as required by the State of Illinois, or any other appropriate controlling authority.

Section 2 - Duties

The Superintendent shall be responsible for the daily administration and management of NTDSE in accordance with these Articles of Joint Agreement, Governing Board policies and procedures, and applicable law. The Superintendent shall report to the Governing Board. The Superintendent shall recommend to the Governing Board the hiring or dismissal of such administrative, supervisory and educational support personnel as the Superintendent deems appropriate. The Superintendent shall also establish appropriate job duties and functions for said personnel and shall directly supervise or establish a designee that will supervise the aforementioned personnel. The Superintendent shall represent NTDSE at the Niles Township Superintendents' Association (NTSA). Finally, the Superintendent shall perform such other duties as are assigned by the Governing Board.

ARTICLE V – STANDING COMMITTEES

Section 1 - Superintendents' Committee

The Superintendents' Committee shall consist of the superintendents of each Member District, as well as the Superintendent of NTDSE. In addition to the matters set forth in these Joint Articles of Agreement requiring input from the Superintendents' Committee, the NTDSE Superintendent shall also seek the input and advice from the Superintendents' Committee on matters pertaining to collective bargaining, acquisition of property and classroom space, and setting of administrators' salaries. The Superintendents' Committee shall also be consulted by the Governing Board in the selection of any successor Superintendent.

Section 2 – Fund Balance Committee

The Fund Balance Committee shall be comprised of a majority of Member District representatives (superintendents and/or business managers) and the NTDSE Superintendent and Business Manager. The Fund Balance Committee shall be responsible for analyzing whether the NTDSE General Fund balance is appropriate as set forth in Article VII, Section 3.

Section 3 – Other Committees

The Governing Board may establish and/or disband other committees as needed to effectively and efficiently govern and administrate NTDSE, including but not limited to the Finance Committee and the Satellite Committee. Such committees may be formed or disbanded by a vote of the Governing Board.

Section 4 – Roles of Committees

In addition to the committee responsibilities as identified in these Joint Articles of Agreement, the

role and responsibility of each committee is to research, investigate, and make recommendations to the Governing Board, but the ultimate authority to make decisions will continue to reside in the Governing Board.

Section 5 –Committee Governance and Meetings

Each committee shall elect a chairperson and shall meet at such times and places as deemed necessary by its Chairperson, upon request of the Superintendent, or by the call of three (3) members of the committee. Meetings of the committees are subject to the Open Meetings Act. Committee minutes shall be reported to the Governing Board at its regular meetings.

ARTICLE VI - NTDSE PROGRAMS AND SERVICES

Section 1 - NTDSE Programs and Services

NTDSE programs and services are those programs and services that are operated and managed by NTDSE and that provide special education instructional services to meet the needs of students with disabilities when the student’s IEP team determines that placement in such programs or the provision of such services is appropriate. Such programs and services are to be provided when the needs of a student cannot be met by the Member District’s own educational programs. NTDSE programs and services include instructional, consultative, supervisory, administrative, diagnostic, transportation, related services, and other such services that are operated and managed by NTDSE pursuant to Governing Board policy.

NTDSE programs and services may be provided in the following areas as determined by the Governing Board:

- A. **Classroom Instruction:** NTDSE establishes special education classes designed to provide instructional services to meet the needs of Member District students with disabilities.
- B. **Related Services:** NTDSE provides related services (school psychology, social work, speech pathology, occupational therapy, physical therapy, orientation and mobility, transition, special education transportation, and other related services) when appropriate to meet the needs of students with disabilities as determined by the Governing Board.
- C. **Technical Assistance and Staff Development:** NTDSE provides technical assistance and staff development services to Member Districts to support the appropriate delivery of special education services to meet the needs of students with disabilities and to support Member Districts’ compliance with the requirements of the *Individuals with Disabilities Education Improvement Act*, the *School Code* of Illinois, and any applicable successor legislation or implementing regulations.
- D. **Full-Time Professional Worker:** Any full-time professional worker employed by NTDSE which spends over fifty percent (50%) of his or her time in one (1) school district shall not be required to work a different teaching schedule than the other professional worker in that school district. A professional worker is defined to be a “qualified worker” as described in §5/14-1.10 of the *School Code*.
- E. **Transportation:** NTDSE provides transportation for students attending NTDSE programs in accordance with NTDSE policy.

Section 2 - Member Districts Serving as Operating Districts for NTDSE Programs

Member Districts shall assist and support NTDSE programs by providing classroom space for NTDSE special education instructional programs within their respective school buildings (“Hosted Classrooms”). The number of Hosted Classrooms that each Member District shall provide shall be determined by multiplying the average of the Member District’s “Total Enrollment Percentage” and the Member District’s “NTDSE Enrollment Percentage” by the total number of special education classrooms needed for NTDSE programs. The Total Enrollment Percentage and the NTDSE Enrollment Percentage are calculated as follows:

A. The Member District’s Total Enrollment Percentage is calculated by taking the average of the 6th day enrollment for the preceding 3 school years. That number is then divided by the average of the total 6th day enrollment for the preceding 3 school years for all member districts.

B. The Member District’s NTDSE Enrollment Percentage is calculated by taking the average of the 6th day NTDSE student enrollment for the preceding 3 school years. That number is then divided by the average of the total 6th day NTDSE student enrollment for the preceding 3 school years for all member districts.

*In determining enrollment, half (1/2) day Kindergarten students shall be counted as one-half (1/2) of a full-day student.

Member Districts shall make reasonable efforts to provide additional classroom space beyond the Hosted Classrooms when Member Districts have available space. The Satellite Partnership Guide will be reviewed by the Satellite Committee with final approval by the Governing Board. . Member Districts that provide a Hosted Classroom within their school district shall be known as an Operating Member District.

NTDSE shall pay Operating Member Districts \$15,000.00 per Hosted Classroom and \$25,000.00 per classroom for each additional hosted classroom above the Member District’s Hosted Classroom requirement. Effective July 1, 2024, the extended school year rental fee shall be \$1,000.00 per classroom used.

Teachers and other personnel in Operating Member Districts shall be employees of NTDSE and shall be under the direction and supervision of the NTDSE Superintendent and designees. The placement of students into Operating Member Districts shall be at the discretion of the Superintendent and based upon each student’s IEP.

Section 3 - NTDSE Superintendent Review of Special Education Programs

Upon request of the Member District’s Superintendent, the NTDSE Superintendent shall review all NTDSE special education programs and Member District instructional classrooms to determine if any changes are warranted. If the NTDSE Superintendent determines that modifications to any special education program are necessary, she or he shall recommend to the Member District’s Superintendent and the Governing Board the appropriate modifications to such program(s). Upon affirmative vote of the Governing Board, the Governing Board shall implement changes to NTDSE programs. Unless specifically provided otherwise by the Governing Board, all affected Member Districts shall receive a one-year (1) advance notice of any program modification prior to its implementation.

Section 4 – Restrictive Covenant Related to NTDSE Employees

The Member Districts recognize the highly specialized nature of the services provided to Member Districts through the NTDSE, as set forth in Article VI, Section 1, and the difficulties associated with NTDSE employing or contracting with and retaining highly qualified and appropriately trained staff to provide such services. As such, the Member Districts agree not to employ or otherwise enter into a contractual arrangement with an NTDSE employee or agent who provides any NTDSE services, paid for by the Member District through the “Purchased Services” fee, for a minimum of one (1) calendar year after the employee or agent has separated his or her employment or contractual relationship with NTDSE, unless an agreement is reached with NTDSE and written consent is provided by the NTDSE Superintendent. The Member Districts recognize that this restriction is no greater than required to protect the legitimate business interests of NTDSE, does not impose undue hardship on the Member Districts, and is not injurious to the public.

ARTICLE VII– FINANCE

Section 1 – Fiscal Year

The fiscal year of NTDSE shall be from July 1 through June 30.

Section 2 – Budget

A proposed annual budget shall be prepared by the Superintendent or his or her designee, for action by the Governing Board. Each budget approved by the Governing Board shall delineate the costs that are to be allocated among the Member Districts. Such costs shall be determined in accordance with this Section 2 and Governing Board policy.

A. Physical Plant Hard Cost Fees

Physical Plant Hard Cost Fees are costs that are associated with the actual operation and maintenance of buildings of NTDSE. Such costs are identified annually by the Governing Board in the budget. Examples of items that may be included in part or full are, vehicle maintenance, rental, utilities, custodial maintenance, supplies and services and property services. Physical Plant Hard Cost Fees shall be divided equally among all of the Member Districts.

B. Instructional and Physical Plant Fees

Instructional and Physical Plant Fees are all costs associated with attendance and education of a student at an NTDSE program including expenses associated with the operation and maintenance of the NTDSE buildings as designated by Governing Board policy and consistent with law. Such costs include, but are not limited to, teacher salaries, text books, learning aides and other instructional related items and may include but are not limited to some or all physical plant costs as identified annually by the Governing Board in the budget: Examples of items that may be included in part or full are, rental, utilities, custodial maintenance, supplies and services and property services. Instructional fees shall be assessed against Member Districts based upon a tuition amount for each full-time equivalent student attending an NTDSE program with such tuition amount stated in the NTDSE annual budget as approved by the Governing

Board.

C. Capital Improvement Fees

Capital Improvement Fees, including site acquisition or construction, shall be payable to NTDSE by the Member Districts as follows:

Each Member District shall contribute its *pro rata* share of the cost of the capital improvement based upon its six (6) day enrollment for the entire student population, counting half-day (1/2) kindergarten pupils as one-half (1/2) of a full-time student.

Capital Improvement contributions shall be made by Member Districts as required by the Governing Board. When appropriate the Governing Board will allocate Medicaid funds toward capital improvement before additional fees are incurred by districts.

D. Purchased Services Fees

“Purchased Services” Fee shall be established by the Governing Board and assessed to Member Districts for services established annually by the Governing Board. The fees for such services shall be determined according to a formula established annually by the Governing Board. The menu of services will be provided to each district by January of each year. Each Member District shall be required to pay a fee for Infinitec which shall be calculated and assessed against the Member District on a *pro rata* basis of the six (6) day enrollment for the entire student population of the Member District, counting half-day (1/2) kindergarten pupils as one-half (1/2) of a full-time student.

E. Membership Fees

A Membership Fee is a fee charged to each Member District for its membership in NTDSE and may include but is not limited to some or all of the following costs of employing the Superintendent, other administrative and support personnel, as well as the Technology Manager and the Assistive Technology Coordinator. In addition, the cost of the IEP system maintenance, and the cost associated with Board Services will be included in Membership Fees. Membership Fee shall be calculated and assessed against the Member District on a *pro rata* basis of the six (6) day enrollment for the entire student population of a Member District, counting half-day kindergarten pupils as one-half (1/2) of a full-time student.

F. Other Expenses

Any other expenses or costs of NTDSE that are not specifically set forth in this Joint Agreement may be assessed against any Member District as authorized by the Governing Board.

Section 3 -- Annual General Fund Balance Evaluation

After receiving the final Annual Financial Report from its auditors, and no later than May 30 of each year, NTDSE shall convene a meeting of the Fund Balance Committee to determine if the General Fund balance is appropriate to meet the needs of NTDSE and/or if any funds should be returned to the Member Districts and, if so, the amount of such funds to be returned to the Member Districts. The NTDSE Fund Balance Committee shall make a recommendation to the Governing Board regarding the suggested amount of funds (if any) to be returned (in the

following fiscal year) to the Member Districts for its consideration and approval.

If the Fund Balance Committee determines funds should be returned to Member Districts, and the NTDSE Governing Board approves the return of funds at its June meeting, the funds shall be returned based on the percentage of each Member District's total full-time enrollment in NTDSE for the last three (3) years based on March 1 enrollment (Member District's full-time enrollment in NTDSE for the last three (3) years as of March 1 of each year divided by NTDSE's total full-time enrollment for the last three (3) years as of March 1 of each year, multiplied by the total amount of excess funds to be returned). Funds are to be returned before June 30 of the same fiscal year. If a Member District is in arrears and has failed to pay NTDSE any amounts required under these Joint Articles of Agreement or otherwise owes NTDSE any amounts for claims or other amounts due, NTDSE shall withhold any payment of excess funds and shall apply those amounts to that Member District's deficient balance.

If the Fund Balance Committee determines that the General Fund is insufficient to meet the obligations and expenses of NTDSE, the Fund Balance Committee shall make a recommendation to the Governing Board about whether any additional fees or assessments are needed from the Member Districts. If the Governing Board approves any additional fees or assessments, such fees and/or assessments shall be based on and calculated in accordance with Section 2, to the extent possible. If the additional obligations and expenses are miscellaneous "Other Expenses" under Section 2.F, each Member District's obligation to pay such "Other Expenses" shall be based on the percentage of each Member District's total full-time enrollment in NTDSE for the last three (3) years based on March 1 enrollment (Member District's full-time enrollment in NTDSE for the last three (3) years as of March 1 of each year divided by NTDSE's total full-time enrollment for the last three (3) years as of March 1 of each year, multiplied by the total "Other Expenses" to be paid). Each Member shall pay the "Other Expenses" in accordance with Section 6.

Section 4– Grants or Gifts

Grants or gifts may be accepted by NTDSE upon approval of the Governing Board. Upon the request of the Governing Board the Administration shall prepare a financial statement of all income and disbursements from gifts. The Governing Board shall have the discretion to use such gifts and grants subject to any limitations imposed by the grants and the donor of such gifts made at the time of the donation/grant.

Section 5 – Special Classes and Related Services

NTDSE may, at the Superintendent's discretion, process cost sheets and such other documents on behalf of Member Districts that are operating their own special education classes or services. Such cost sheets and documents shall be prepared in accordance with NTDSE policies or practices. Additionally, Member Districts that have NTDSE prepare such documents shall have deemed to have released NTDSE from any and all causes of action related to the preparation of such documents.

Section 6– Payments

NTDSE may bill Member Districts or Non-Member Districts at intervals deemed necessary by the Governing Board; however, NTDSE shall bill Member Districts at least two (2) times per year. All payments required to be paid to NTDSE shall be paid promptly. Payments that are more than thirty (30) days past due date shall bear interest at the rate of 1½ % per month from the due date

of such payment to the date payment is received. If a Member District fails to pay any amounts due under this Articles of Agreement, the NTDSE may notify the Member District's board of its failure to make the required payments. If the Member District still refuses to pay the Superintendent may, after consulting with the Board, provide an additional written notice to the Member District that if payment is not received by a specific day, no less than ten (10) days from the date of notice, NTDSE may take any of the following actions (A) not place any additional students from the Member District with NTDSE, (B) withdraw all of the Member District's students from NTDSE programs at the conclusion of the current school year, and (C) terminate the membership of the Member District in accordance with Article VIII, Section 2.

ARTICLE VIII - TERMINATION OF MEMBERSHIP

Section 1 - Voluntary Withdrawal by Member District

- A. **Notice of Withdrawal.** Any Member District may seek to withdraw from NTDSE by following the process provided for in Section 10-22.31 of the Illinois *School Code* (105 ILCS 5/10-22.31) or any successor legislation. Additionally, such withdrawing Member District must provide written notice to the Governing Board of its intent to withdraw at least two (2) full fiscal years prior to the effective date of a withdrawal and within 30 days of approval of the withdrawal petition by the Member District Board of Education. All voluntary withdrawals shall become effective on July 1 unless otherwise approved by the Governing Board.

1. **Procedures for Withdrawal:**

a. **Concurring Resolutions of Member Districts.**

A Member District seeking to withdraw from NTDSE may present a written petition seeking to withdraw to the Governing Board, the Superintendent of NTDSE and to the Superintendents of all Member Districts of the NTDSE. Such notice shall be sent certified mail return receipt requested. The written petition to withdraw must be approved by resolution of the Board of Education of the Member District seeking to withdraw and must state the proposed date for withdrawal from NTDSE. The Boards of Education of the remaining Member Districts must approve the withdrawal petition within six months of the date the written petition for withdrawal is presented to the Governing Board. If the Boards of Education of the remaining Member Districts approve the withdrawal petition by written resolution within such six-month period, the petitioning Member District shall be withdrawn from NTDSE effective July 1 which is two years after the withdrawal petition was presented to the Governing Board (or another July 1 as stated in the withdrawal petition) and shall notify the State Board of Education of the approved withdrawal in writing. If the Boards of Education of the remaining Member Districts do not approve the withdrawal petition by written resolution within such six-month period, the petition to withdraw fails.

b. **Hearing Before Regional Board of School Trustees.**

A petition for withdrawal may also be made to the Regional Board of School Trustees exercising oversight or governance over the Member Districts. The Member District seeking to withdraw must simultaneously present a copy of the written petition seeking to withdraw to the Governing Board, the Superintendent of NTDSE and to the Superintendents of all Member

Districts of the NTDSE. Such notice shall be sent certified mail return receipt requested. The Regional Board of School Trustees shall then hold a hearing on the petition for withdrawal in accordance with the *School Code*.

2. Continuing Services.

Member Districts which voluntarily withdraw from NTDSE may request continued participation in selected NTDSE programs or services after withdrawal. Such participation is subject to approval by the Governing Board. Additionally, the Superintendents' Committee shall be permitted to provide the Governing Board with comments as to the provision of services to former Member Districts.

Should the Governing Board allow a former Member District to participate in NTDSE services, the Governing Board shall enter into a written agreement with the former Member District setting forth the mutually agreed upon terms and conditions of participation.

Section 2 - Removal of Member District

Membership in NTDSE is conditional upon the Member Districts' continued compliance with the terms of these Joint Articles of Agreement and NTDSE policies. If the Governing Board finds that a Member District has failed to comply with these Articles of Joint Agreement, the Governing Board may put said Member District on written notice for such failure. If, after one (1) year from the date of the written notice to the Member District, the Member District has not remediated the failure, as determined by the Governing Board, the Governing Board may remove such Member District pursuant to the following procedure:

A. Notice. Upon approval of a majority of the Governing Board, the Superintendent shall send a written notice to the Board of Education of the Member District in question, specifying in detail the items which the Governing Board deems sufficient cause to justify removal of the Member District from NTDSE.

B. Hearing. Should the Member District fail to take the remedial action required in the aforementioned notice to the satisfaction of the Governing Board, the Governing Board shall, upon reasonable written notice, call a special meeting, at which time the matter shall be brought before the Governing Board for hearing and action. At least thirty (30) days prior written notice of the time and place of such hearing shall be given to the Member District in question by certified mail addressed to the superintendent of said Member District. The Member District in question shall be permitted to appear and to submit reasons why it should not be removed from membership.

C. Action. A three-fourths (3/4) vote of all the Governing Board members, excluding the representative from the Member District subject to the removal proceeding, shall be required to terminate the membership of a Member District in NTDSE. Removal from membership shall not relieve the Member District of the obligations incurred during its membership in NTDSE and such termination shall become effective no later than July 1 following the date of action by the Governing Board.

Section 3 -Accounting Upon Withdrawal or Removal

In the event that any Member District withdraws or is removed from NTDSE, such Member District shall forfeit any claim or right it may have for any of NTDSE's assets. Such withdrawn or removed Member District, however, shall continue to be liable for costs, expenses and liabilities it incurred while it was a Member District and shall continue to pay such costs, expenses and liabilities until they are paid in full. Liabilities of NTDSE shall include, but not necessarily be limited to, fees, costs, expenses, notes, bonds, debt certificates, contractual obligations and other debts and/or claims accrued on or before the effective date of withdrawal.

However, if any Member District withdraws or is removed from NTDSE and (1) NTDSE dissolves within two years of such withdrawal or removal and (2) at dissolution NTDSE's liabilities exceed its assets, such Member District shall be treated as being a Member District at the date of dissolution for purposes of the allocation of any liabilities.

ARTICLE IX – AMENDMENTS

Any Member District may submit to the Governing Board in writing a proposed amendment to these Articles of Joint Agreement. The Governing Board shall consider the proposed amendment at two (2) meetings and a final consideration for approval shall occur after two (2) readings by the Governing Board. If approved by the Governing Board, the Governing Board shall submit the proposed amendment in sufficient copies to each Member District Board of Education for ratification by certified mail. To become effective, an amendment must be approved by at least three-fourths (3/4) of the Member District Boards of Education within ninety (90) days of the date on which the proposed amendment was mailed to each Member District.

The effective date of said amendment, unless otherwise stated therein, shall be the date of ratification of the last Member District Board of Education acting to approve the amendment.

ARTICLE X - SERVICES TO STUDENTS OUTSIDE OF NILES TOWNSHIP

NTDSE may accept children residing outside of NTDSE's Member Districts into its programs. The NTDSE Superintendent shall have the authority to enroll such student(s), to arrange for the placement of such student(s) and to negotiate any necessary agreements and financial arrangements between the resident school district of the student and NTDSE subject to review and approval of the Governing Board.

ARTICLE XI – DISSOLUTION

Section 1 - Dissolution

Dissolution of NTDSE may be authorized by the affirmative vote of three-fourths (3/4) of the entire membership of the Governing Board, in the following manner:

A. Any member of the Governing Board may submit a proposed resolution with the President of the Governing Board proposing that NTDSE be dissolved voluntarily. Such proposed resolution shall be submitted at least two (2) years prior to the requested effective date of the dissolution.

B. The NTDSE Superintendent shall provide written notice to each member of the

Governing Board stating that the purpose, or one of the purposes, of the meeting is to consider the voluntary dissolution of NTDSE. Such written notice shall be given within the time and in the manner provided in these Articles of Joint Agreement for giving notice of meetings of the Governing Board.

C. Upon a motion in an open meeting of the Governing Board, which may be either a regular or a special meeting, the proposed resolution for dissolution shall be submitted to a vote of the Governing Board.

Section 2 - Effect of Dissolution

Upon dissolution NTDSE shall not thereafter carry on any business except that necessary to conclude and liquidate its business and affairs, including, but not limited to:

- A. Collecting receivables;
 - B. Liquidating and or disposing of its assets as provided in Section 3 hereof;
 - C. Discharging or making provision for discharging of its liabilities and obligations;
 - D. Causing the honorable dismissal or otherwise terminating the employees of NTDSE;
- and
- D. Taking such other actions as may be necessary to wind up the affairs of NTDSE.

Section 3 – Distribution of Assets

Once NTDSE has accounted for all of its assets and liabilities, any remaining assets after such accounting shall be distributed to each Member District, at the time of dissolution, on an equal basis. However, any Member District that is admitted to NTDSE after 2005 shall accrue rights to a distribution of assets hereunder on a one-third (1/3) basis after each continuous ten (10) year period of time in which such Member District is in NTDSE.

Section 4 - Successor Districts and Consolidated Districts

In the event any Member District merges or consolidates with another Member District the new entity which comprises the former Member Districts, and is a Member District at the time of dissolution, shall be entitled to the same distribution of assets of the previously existing Member District(s) as if the merger or consolidation had not occurred unless specifically provided otherwise by law.

ARTICLE XII - SAVINGS CLAUSE

In the event that any section or part of these Articles of Joint Agreement violates any applicable statute or regulation, such section or part of the Articles of Joint Agreement shall be null and void and shall not be binding. To the extent that the purpose of and the ability to operate NTDSE remains unaltered, such partial invalidation of any part of this Joint Agreement shall not in any way affect the validity of the remainder of these Articles of Joint Agreement.

**EXHIBIT A MEMBER
DISTRICTS**

Golf School District No. 67

Skokie School District No. 68

Skokie School District No. 69

Morton Grove School District No. 70

Niles Elementary School District No. 71

Fairview School District No. 72

East Prairie School District No. 73

Skokie School District No. 73.5

Lincolnwood School District No. 74

Action Item B

To: The Board of Education

From: Brad W. Voehringer, Ed. S.

Re: IMRF Resolution

Date: April 17, 2023

Brad Voehringer was appointed to be the IMRF authorized agent on August 21, 2017, and will retire on June 30th, 2023. As of July 1st, 2023, the Board desires to appoint a new IMRF authorized agent to replace Brad Voehringer. As of July 1st, 2023, the suggested IMRF authorized agent shall be Erin Majchrowski.

SUGGESTED MOTION:

I move that the Board of Education approve the appointment of Erin Majchrowski as the IMRF authorized agent as of July 1st, 2023.

RESOLUTION CHANGING IMRF AUTHORIZED AGENT

WHEREAS, the Board of Education of Morton Grove School District No. 70, Cook County, Illinois (the “Board”), participates in the Illinois Municipal Retirement Fund (“IMRF”) and is required to appoint an authorized agent who shall have the powers and duties set forth in Section 7-135 of the *Pension Code* (40 ILCS 5/7-135); and

WHEREAS, Brad Voehringer was appointed to be the IMRF authorized agent on August 21, 2017, and terminated his/her employment with the Board on June 30, 2023; and

WHEREAS, the Board desires to appoint a new IMRF authorized agent to replace Brad Voehringer.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Morton Grove School District No. 70, Cook County, Illinois, as follows:

Section 1: As of July 1, 2023, the IMRF authorized agent shall be Erin Majchrowski.

Section 2: The IMRF authorized agent shall have the following powers and duties, as required by Section 7-135(b) of the *Pension Code* (40 ILCS 5/7-135):

1. To certify to the fund whether or not a given person is authorized to participate in the fund;
2. To certify to the fund when a participating employee is on a leave of absence authorized by the school district;
3. To request the proper officer to cause employee contributions to be withheld from earnings and transmitted to the fund;
4. To request the proper officer to cause school district contributions to be forwarded to the fund promptly;
5. To forward promptly to all participating employees any communications from the fund for such employees;
6. To forward promptly to the fund all applications, claims, reports and other communications delivered to him by participating employees; and
7. To perform all duties related to the administration of this retirement system as requested by the fund and the governing body of the school district.

Section 3: The attached Notice of Appointment of Authorized Agent (Exhibit A hereto) is hereby approved and shall be executed by the appropriate persons and submitted to the IMRF

by the Superintendent or designee.

Section 4: All resolutions or parts thereof in conflict with this Resolution shall be repealed and this Resolution shall be in full force and effect immediately upon its passage.

ADOPTED this 17th day of April, 2023, by the following roll call vote:

AYES:

NAYS:

ABSENT:

President, Board of Education

ATTEST:

Secretary, Board of Education

EXHIBIT A

**[ATTACH COMPLETED IMRF FORM FOR NOTICE OF APPOINTMENT OF
AUTHORIZED AGENT]**

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NOTICE OF APPOINTMENT OF AUTHORIZED AGENT

IMRF Form 2.20 (Rev. 10/2014)

INSTRUCTIONS

- The governing body of an IMRF employer (including townships) can appoint any qualified party as the employer's IMRF Authorized Agent.
- The governing body makes the appointment by adopting a resolution.
- The clerk or secretary of the governing body must certify the appointment (see Certification below).
- Mail the completed form to the Illinois Municipal Retirement Fund.
- A copy of the completed form should be retained by the employer.
- The new Authorized Agent will need to register for a new User ID on IMRF Employer Access.

EMPLOYER NAME Morton Grove School District 70		EMPLOYER IMRF I.D. NUMBER 01906	
AUTHORIZED AGENT'S SALUTATION <input type="checkbox"/> Dr. <input type="checkbox"/> Mr. <input checked="" type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	LAST NAME Majchrowski	FIRST NAME Erin	MIDDLE INITIAL JR., SR., II, ETC.
TYPE OF GOVERNING BODY School Board for Public School District			
DATE APPOINTMENT MADE (MM/DD/YYYY) 04/17/2023	EFFECTIVE DATE OF APPOINTMENT (MM/DD/YYYY) 07/01/2023	POSITION TITLE Director of Business Services, CSBO	
Powers and duties delegated to Authorized Agent pursuant to Sec. 7-135 of Illinois Pension Code by governing body (P.A. 97-0328 removed the requirement that the Authorized Agent be a participant in IMRF to file a petition or cast a ballot):			
To file Petition for Nominations of an Executive Trustee of IMRF		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
To cast a Ballot for Election of an Executive Trustee of IMRF		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
X _____		04/17/2023	
SIGNATURE OF AUTHORIZED AGENT NAMED ABOVE		DATE (MM/DD/YYYY)	
CERTIFICATION			
I, <u>Deirdre Koehler</u> , do hereby certify that I am <u>Secretary</u>			
NAME		CLERK OR SECRETARY	
of the <u>Morton Grove School District 70</u>			
NAME OF EMPLOYER			
and the keeper of its books and records and the foregoing appointment and delegation were made by resolution duly adopted on the date indicated.			
SEAL		SIGNATURE OF CLERK OR SECRETARY	
BUSINESS ADDRESS			
All correspondence and communications with the Authorized Agent are to be addressed as follows:			
NAME (IF DIFFERENT FROM ABOVE)			
<input type="checkbox"/> Mr. <input checked="" type="checkbox"/> Mrs. <input type="checkbox"/> Ms.			
BUSINESS ADDRESS			
6200 Lake Street			
CITY STATE AND ZIP + 4			
Morton Grove, IL 60053			
DAYTIME TELEPHONE NO. (with Area Code)		ALTERNATE TELEPHONE NUMBER (with Area Code)	
(847) 965-6200		(224) 534-4208	
FAX NO. (with Area Code)		EMAIL ADDRESS	
(847) 965-6234		emajchrowski@mgd70.org	

IMRF

2211 York Road Suite 500 Oak Brook, IL 60523-2337

Employer Only Phone: 1-800-728-7971 Member Services Representatives 1-800-ASK-IMRF (1-800-275-4673) Fax (630) 706-4289

Action Item C

To: The Board of Education

From: Erin Majchrowski

Re: Cleaning Service Contract Renewal

Date: April 17, 2023

District 70 started working with Citywide Building Maintenance Inc for cleaning services in FY21. The district has been pleased with the cleaning services provided and has been renewing the contract every year since. Citywide Building Maintenance is requesting a 5% increase for FY24.

SUGGESTED MOTION:

I move that the Board of Education approve the cleaning service contract renewal with Citywide Building Maintenance Inc for 2023-2024.



April 3, 2023

Mr. Brad Voehringer
Morton Grove School District No. 70
West Lake Street
Morton Grove, IL 60053

Dear Mr. Voehringer,

Please know that we at Citywide are very proud to have you as a client and how hard we all work to preserve our business relationship. Our company, Citywide Building Maintenance, has been working hard since 2020 to deliver the highest-quality service possible.

We strive to meet your needs, while staying competitive in price. With the City of Chicago raising its minimum wage to \$15.50 per hour and the average salary for a janitor in the Morton Grove area per indeed being \$16.48 per hour, we as a company find ourselves fighting an uphill battle being behind the market as far as wages are concerned.

To ensure we continue to keep our staffing consistent, and we are able to provide the services you have been accustomed to, Citywide is requesting an increase in the amount of \$717.46 per month. The new monthly service price will be \$15,066.81 starting 7.01.23 through 06.30.2024.

Our thanks to you and everyone at Morton Grove School District No. 70 for your patronage throughout the last few years, and for the opportunity to be of service for years to come. If you have any questions or would like to sit down to discuss this increase, please give me a call at (847) 489-0092.

Thank you for the opportunity to be of service.

Sincerely,

Marc Battista

Marc Battista
President
Citywide Building Maintenance Inc.

Once you have had time to review this proposal, please sign and return it at your earliest convenience.

Print Name: _____

Signature: _____

Date: _____



Prepared For:

Brad Voehringer
(847) 965-6200
bvoehringer@mgsd70.org

Morton Grove School District No. 70
6200 W Lake Street
Morton Grove, IL 60053
United States

Prepared By:

Marc Battista
O-(847) 228-1111
mjb@citywideinc.com

Citywide Building Maintenance
1555 Industrial Dr # A,
Itasca, IL 60143
US

Description
Janitorial Service Renewal Proposal for the 2023-2024 School Year. The proposed pricing will be go into affect 7.01.23-6.30.24.

Product	Description	Item Price	Quantity	Total Price
Monthly Janitorial Services	The attached janitorial services renewal is a proposal for the 2023-2024 school year starting 7.1.2023 - 6.30.2024. The contract will be performed per the specifications in place currently.	\$15,066.81	12	\$180,801.72
Grand Total:				\$180,801.72

Quote #: 00002490

Terms:

Known Conditions: This quote was assembled based on known conditions of the facility. Sometimes changes to the facility arise that may require additional materials or labor. This situation may warrant additional charges. Citywide will not proceed with the extra work without first obtaining authorization from Morton Grove School District No. 70.

Insurance: Citywide carries industry standard insurance and coverage levels. Insurance certificates can be provided upon request.

Payment Terms: For services rendered, the payment terms for this quote will be Net 30.

Expiration Date: Prices listed on this quote are good until 6/30/2023 12:00:00 AM.

By signing and accepting below you are acknowledging that you have read and agree to the specific terms outlined in this document and wish to proceed with the implementation of the aforementioned products and services.

Company Name: Morton Grove School District No. 70

Signature: _____

Date: _____

Name (Print): Brad Voehringer

Action Item D

To: The Board of Education

From: Brad W. Voehringer, Ed.S.

Re: Recommendation to accept employee resignation

Date: April 17, 2023

Katherine Cobb has submitted her letter of resignation. Mrs. Cobb has worked at Park View as a band teacher since the 2018-2019 school year. She and her family are relocating back home to Virginia.

SUGGESTED MOTION:

I move that the Board of Education approve the resignation of Katherine Cobb effective June 2, 2023.

March 24, 2023

Brad Voehringer, Superintendent
Park View School
6200 Lake St
Morton Grove, IL 60053

Dear Mr. Voehringer, Mr Condon, Board of Education and Park View Community,

It is with mixed emotions that I submit my resignation letter, effective at the end of the 2022-2023 school year. My family and I are relocating back home to Virginia. It has been an honor and privilege to work with the Park View staff, students and families over the past five years. I am excited that we will be closer to family but will sincerely miss this wonderful place!

Once a Warrior, Always a Warrior!

Katharine A. Cobb

Kate Cobb