



# Board of Education Regular Meeting March 6, 2023

## **MEETING INFORMATION**

The regular meeting on Monday, March 6, 2023, will take place in the Hendee rooms at Jefferson School located at 8200 W Greendale Ave in Niles. The main entrance (door #9) will open at 6:45 p.m., 15 minutes before the start of the meeting.

You can view the meeting online by clicking [on this link](#); the live stream will start at 7 p.m.

Anyone attending in person has an opportunity to speak at the podium during the public comments portion of the meeting. Please note that you also have the option of emailing your public comments. Emailed comments will be included in the next regular meeting report, along with the name of the submitter. Please write your comments in accordance with [Board policy 2:230](#), including ensuring a 3-minute time limit when read. The email address for public comments is available 24 hours before the start of the meeting. ***Please do not email public comments once the meeting has concluded.***

**Please email public comments to:**

[d64-publiccomments@d64board.org](mailto:d64-publiccomments@d64board.org)



**Meeting of the Board of Education  
Park Ridge – Niles CCSD 64**

**Regular Board Meeting Agenda  
Monday, March 6, 2023  
(Rescheduled from Thursday, February 16, 2023)  
Jefferson School - Hendee Rooms  
8200 W Greendale Ave, Niles**

*On some occasions, the order of business may be adjusted as the meeting progresses to accommodate Board members' schedules, the length of sessions, breaks, and other needs.*

**6 p.m. Meeting of the Board Convenes**  
Roll Call

**Board Recesses & Adjourns to Closed Meeting**

--The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors, or specific volunteers of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor, or a volunteer of the District or against legal counsel for the District to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with this Act [5 ILCS 120/2(c)(1)]; collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees [5 ILCS 120/2(c)(2)]; and the placement of individual students in special education programs and other matters relating to individual students [5 ILCS 120/2(c)(10)]

**7 p.m. Board Adjourns from Closed Meeting & Resumes Regular Meeting**

**Pledge of Allegiance**

**Opening Remarks from the President of the Board**

**Student/Staff Recognition**

- Park Ridge Community Fund - Holiday Drive
- District Spelling Bee

**A-1 Spotlight on Field School**

--Dr. Courtney Goodman, Field School Principal

**Public Comments**

This is the point of the meeting where we welcome public comments. Each speaker is given three minutes to address the Board. Comments may be made on almost any matter related to the operation of schools, but we ask that you refrain from making comments concerning individual students or staff members. The Board uses this time to listen to community questions and concerns but will not respond immediately to requests for information. Additionally, the Board cannot take formal action on non-agenda items. Contact the Board president by email if you wish to discuss your topic further. Please come forward to the microphone and state your name and, if comfortable, your address for the minutes.

**A-2 Approval of Meeting Agenda**

--Board President

The Board reserves the right to review the agenda at the beginning of each meeting and request additions, amendments, or deletions prior to approval.

**A-3 Approval of Mediation Agreement with Student 2022-2023 (2)**

--Board President

**Action Item 23-03-1**

- A-4 Approval of 2022-2025 Collective Bargaining Agreement between the Board of Education & Support Staff Council (SSC) of District 64**  
--Board President *Action Item 23-03-2*
- A-5 Approval of 2022-2027 Collective Bargaining Agreement between Board of Education & PRTAA**  
--Board President *Action Item 23-03-3*
- A-6 Discussion & Approval of Summer 2023 Construction Projects**  
--Chief School Business Official/Director of Facility Management
- Emerson Flooring *Action Item 23-03-4*
  - Lincoln LRC Restoration *Action Item 23-03-5*
- A-7 Discussion & Approval of Quest Food Management Services Contract Renewal**  
--Chief School Business Official *Action Item 23-03-6*
- A-8 Preliminary Enrollment Projections & Discussion of Staffing Plans for 2023-2024**  
--Assistant Superintendent for Human Resources/Chief School Business Official
- A-9 Approval of Recommended Personnel Report**  
--Board President *Action Item 23-03-7*
- A-10 Consent Agenda**  
--Board President *Action Item 23-03-8*
- Bills, Payroll, & Benefits
  - Approval of Financial Update for the Period Ending December 31, 2022
  - Approval of BWP Contract for the Superintendent Search
  - Destruction of Audio Closed Recordings (none)
- A-11 Approval of Minutes**  
--Board President *Action Item 23-03-9*
- January 26, 2023 - Closed Meeting
  - January 26, 2023 - Regular Meeting
  - February 1, 2023 - Special Meeting
  - February 1, 2023 - Closed Meeting
  - February 9, 2023 - Special Meeting
  - February 27, 2023 - Special Meeting
  - February 27, 2023 - Closed Meeting
- A-12 First Reading & Adoption of Policy 2:210 Organizational Meeting of the Board**  
--Board President *Action Item 23-03-10*
- A-13 Other Discussions & Items of Information**  
--Superintendent
- Upcoming Meeting Agenda
  - FOIA requests
  - Memorandum of Information: Organizational Meeting of the Board
  - Public Comments Emailed on January 26, 2023; and February 1, 2023
- A-14 New Business**
- Adjournment**

**Next Meeting: Thursday, March 16, 2023**  
Regular Meeting - 7 p.m.  
**Jefferson School - Hendeer Rooms**  
8200 W Greendale Ave, Niles, IL 60714

## Student/Staff Recognition

TO: Board of Education  
Dr. Eric Olson, Superintendent  
FROM: Dr. Kevin Dwyer and Mr. Tim Gleason, Co-Chairs  
DATE: March 6, 2023  
RE: 2022-23 District 64 Campaign for the Park Ridge Community Fund

It is our pleasure to report that District 64 employees have contributed, thus far, **\$8,771.88** to the 2022-2023 Park Ridge Community Fund campaign. Unfortunately, this number does not include what will be donated by our retirees, which will bolster the overall District 64 contribution. This year's theme was once again focused on "*giving begins at home.*" It was a wonderful community-building opportunity to combine efforts across the District and to support local social service agencies that community members count on for assistance. It is truly amazing D64 staff donated this much!

The campaign ran from November 2022 through January 20, 2023. In all, 25% of District 64 employees contributed, and we hope for a great turnout from our retirees as well. We cannot thank everyone enough for their generosity and commitment to supporting the District 64 community.

We believe a major factor in the success of this year's campaign was the focused outreach of the building representatives, who organized informative, entertaining, and heart-warming efforts customized for their colleagues. We would like to personally thank the PRCF representatives for their dedication to this important work: **Carpenter** - Aimee Bergeron and Samantha Meza, **Field** - Michelle Cwiertniak, **Franklin** - Shirlee Pater, **Jefferson** - Courtney Smee and Jennifer Zagorski, **Roosevelt** - Linda Mirza, **Washington** - Brittney Joyce and Sara Born, **Emerson** - Jess Caplis, **Lincoln** - Tim Gleason, **District Office** - Larry O'Hannes

The 2023 campaign was *truly in the spirit of giving*. We are very proud of District 64 employees, both past and present, for responding with such generosity and compassion to the human needs of local residents. Their support helps these important agencies continue to provide vital services that improve the lives of so many in our community. We are proud to support the Park Ridge Community Fund, which serves as a conduit for our support to reach those most in need.

## Student/Staff Recognition

To: Board of Education  
From: Dr. Eric Olson, Superintendent  
Date: March 6, 2023  
Re: District 64 Spelling Bee

A new champion was crowned last week at the District 64 Spelling Bee. Congratulations to Victoria Antyufeeva, a 4th-grader at Franklin, for taking home the crown! It was only fitting that Victoria won in the 13th round of the 13th annual D64 Spelling Bee. The first-place medal was secured after Victoria successfully spelled “installation.”

Here are the top three from the District Spelling Bee:

- 1st place: Victoria Antyufeeva (Gr 4, Franklin)
- 2nd place (TIE): John Hayashi (Gr 6, Emerson) and Micah Cronin (Gr 4, Field)

These three did a fantastic job, as did the 21 spellers who advanced from the school-level Spelling Bees. In total, 151 students across the District in grades 3-8 participated in their school's contests.

Next up? Victoria will go on to represent D64 at the North-Cook ISC Regional Spelling Bee on March 15th. This round is held at Lincoln Hall Middle School in Lincolnwood. We'll be cheering Victoria on as the spelling odyssey continues!

It takes a lot of help to make this such a successful event. Shirlee Pater, Brittney Keehn, and Lori Lopez served as judges for the District Spelling Bee, while Meghan Keefer was the pronouncer.

A sincere thank you to our school coordinators as well:

- Carpenter - Colleen Miller and Katie King
- Emerson - Annamarie Donato
- Field - Brittney Keehn
- Franklin - Shirlee Pater
- Lincoln - Liz Cichy and Christine Wandell
- Roosevelt - Lauren McTague and Jenny Coffin
- Washington - Brittney Joyce and Georganna Jaffe
- District Spelling Bee - Meghan Keefer

Spotlight on Field School

Dr. Courtney Goodman, Field School principal, will present.

Approval of Meeting Agenda

The Board reserves the right to review the agenda at the beginning of each meeting and request additions, amendments, or deletions prior to approval.

**Approval of Mediation Agreement with Student 2022-2023 (2)**

**ACTION ITEM 23-03-1**

I move that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, approve the mediation agreement with student 2022-2023 (2).

The votes were cast as follows:

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

AYES:

NAYS:

PRESENT:

ABSENT:



**Approval of 2022-2025 Collective Bargaining Agreement between Board of Education & Support Staff Council (SSC)**

**ACTION ITEM 23-03-2**

I move that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, approve the 2022-2025 collective bargaining agreement between the Board of Education and the Support Staff Council (SSC) of District 64.

The votes were cast as follows:

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

AYES:

NAYS:

PRESENT:

ABSENT:

*FINAL OFFICIAL COPY*

# AGREEMENT

BETWEEN

BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT 64, COOK COUNTY, ILLINOIS

AND

THE SUPPORT STAFF COUNCIL OF DISTRICT 64,  
IFT LOCAL 1274, AFT, AFL/CIO

**2022-2023**

**2023-2024**

**2024-2025**

PROFESSIONAL NEGOTIATIONS AGREEMENT BETWEEN BOARD OF EDUCATION OF COMMUNITY  
CONSOLIDATED SCHOOL DISTRICT 64, COOK COUNTY, ILLINOIS, AND THE SUPPORT STAFF  
COUNCIL OF DISTRICT 64, IFT LOCAL 1274, AFT, AFL-CIO

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## **PREAMBLE**

**WHEREAS**, the Board of Education and the Support Staff Council of District 64 agree that this Agreement must be predicated upon the educational welfare of the students of the District; and

**WHEREAS**, the Board and Support Staff Council have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the support staff insofar as such practices and procedures are not inconsistent with the statutory obligations of the Board to retain the right effectively to operate the District's schools and are consonant with the paramount interest of the public and the students of the District;

**NOW, THEREFORE**, the parties agree with each other as follows:

**ARTICLE I**  
**DEFINITION OF TERMS**

The term "Union" or "Council" when used hereafter shall mean the Support Staff Council of District 64, IFT Local 1274, AFT, AFL-CIO.

The term "Board" or "District" when used hereafter shall mean the Board of Education of District 64 or its administrators.

The term "employee" or "member" when used herein shall refer to all secretarial, clerical, custodial, or maintenance employees included in the bargaining unit represented by the Union as defined in Article II.

The term "administrative assistant" when used herein shall refer to secretarial employees included in the bargaining unit represented by the Union as defined in Article II.

**ARTICLE II**  
**RECOGNITION**

The Board hereby recognizes the Union as the sole and exclusive bargaining representative with respect to wages, hours and terms of conditions of employment for all full and part-time secretarial, clerical, custodial and maintenance employees of District 64 including head custodians, night custodians, swing shift custodians, permanent substitute custodians, maintenance staff, plumbers, painters, drivers, electricians, carpenter grounds staff, secretaries-school, head secretaries, secretaries/office associates, secretary-channels of challenge, administrative secretary-technology, secretary-science center/office associate, secretary-student learning, accounting assistants, payroll assistants, payroll specialists, administrative secretary-facilities, administrative secretary-student services, secretaries-human resources, administrative secretary-student learning, secretary/receptionist, and secretary-special education/pupil services, excluding all other employees of the employer, including, but not limited to anyone who does not meet the definition of an educational employee as defined under the IELRA and managerial, supervisory, confidential, and short term employees, as well as teachers, teachers' assistants, teachers' aides and health assistants, administrative assistant to the superintendent, benefits specialist, confidential secretary-human resources, administrative secretary-human resources, administrative secretary-business, occupational therapists, physical therapists, building technologists, lunch room supervisors, data manager-student learning and nurses.

**ARTICLE III**  
**BOARD RIGHTS**

The Board, on behalf of the electors of the District, and consistent with applicable law, retains and reserves the ultimate right and responsibility for the proper management of the District in all of its various aspects, including, but not limited to, the responsibility for and the right to make and implement decisions with respect to the following:

(1) To maintain management, organization, and administrative control of the District, its functions, its properties and facilities, its overall budget, and the professional activities of its employees;

(2) To determine the organizational structure of and selection of new employees; to direct, supervise, evaluate, promote, assign, and transfer employees; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations; and to determine employee qualifications and the conditions for their continued employment, discipline, dismissal, or demotion.

(3) To establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; and to determine the standards of educational services and the methods and means of providing those services, including scheduling of classes and establishing, modifying, or eliminating courses of instruction, specific programs, athletic, recreational and social events, as deemed necessary or advisable by the Board; and

(4) To establish rules and regulations and to revise, modify, or delete rules and regulations from time to time. The exercise of the foregoing rights and responsibilities shall be limited only by the Board's legal duties and obligations as an "educational employer" subject to the *Illinois Educational Labor Relations Act*, other applicable laws, and the specific and express terms of this Agreement and then to the extent such specific and express terms are not in violation of the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities, and authority under the Illinois *School Code* or any other national, state, county, district, or local laws or regulations as they pertain to education.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any monetary obligation or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

**ARTICLE IV**  
**EMPLOYEE AND UNION RIGHTS**

A. Non-Discrimination and Duty of Fair Representation: The Union shall fulfill its duty of fair representation to all employees covered by this Agreement. The Union shall indemnify and hold the Board harmless from any and all liability that might arise if the Union fails to fulfill its duty of fair representation. The Board shall not discriminate against any employee covered by this Agreement with respect to hours, wages, terms or conditions of employment by reason of an employee's membership or non-membership in the Union or participation or non-participation in negotiations between the parties.

B. Pertinent Information to Negotiations: The Board shall furnish to the Union upon written request the most recent (1) annual financial report as reported on ISBE Form #50-35; (2) final annual budget as reported on ISBE Form #50-36; (3) tentative approved budget; (4) local audit and adopted budget; (5) information concerning each employee's position on the current salary schedule; (6) pupil enrollment data; (7) insurance and annuity program information; and/or (8) agency tax rate report. The Union shall be provided with access to public information and records and have the right to make copies of public information and records of which no extra copies are available. Nothing herein shall require the Board to compile any information or data which has not already been compiled. Publication of information requested by the Association on the District's website shall be deemed to satisfy the Board's obligations under this provision.

C. Employee Protection: Any case of assault upon an employee shall be promptly reported to the Board or its designee. The Board agrees to protect and indemnify employees employed by the District and covered by this Agreement from suit to the extent provided by Section 10-20.20 of the School Code of Illinois.

D. Board Agenda: The Union may request to be placed on the agenda of a regular Board meeting in accordance with the Board's policies and procedures concerning same.

E. Board Meetings: The Board shall notify electronically the Union of all regular meetings, special meetings, and committee meetings. The Board shall advise the Union of any cancellations or postponements of those meetings. The Union shall provide the Board with the name of the individual to whom such notification is to be given. Publication of Board meeting information on the District's website shall be deemed to satisfy the Board's obligations under this provision.

F. Board Minutes: The Union President shall be provided electronically with one (1) copy of the minutes of the Board after said minutes have been officially approved by the Board. Publication of Board meeting information on the District's website shall be deemed to satisfy the Board's obligations under this provision.

G. Use of District Facilities and Equipment: Subject to scheduling and availability and with prior notification of the building principal or the Superintendent, the Union may meet within District facilities outside of administrative assistant/clerical work hours. The Union's use of District facilities must be without disruption to the school's operation. The Union may also have reasonable use of District equipment on District property (e.g., photocopy machines, projectors, screens, etc.). Such uses of District facilities and equipment shall not interfere with the conduct of school business nor in any case take precedence over school needs, and any materials used, substitute cost, overtime pay, or other



costs incurred shall be reimbursed by the Union. If a member needs to attend the meeting during his/her workday, the employee must provide his/her supervisor at least 3 work days prior notice and the supervisor may direct the employee to make up any missed time that same day. Time at such meetings shall not be paid.

H. Interschool Mail Services: The Union President, members of the Union Executive Board, and the Union Negotiation Team members shall be permitted reasonable use of the interschool mail, e-mail, wireless networks, District computers, and voice mail systems for the conduct of legitimate Union business in accordance with the District's policy and guidelines on acceptable use of school computers and technology equipment. The Union's business communications cannot interfere with the normal operation of the schools and cannot occur during employee work hours, except for duty-free lunch. Employees, however, may read Union business communications, and Union officers may communicate with District administration during work hours. Union officers may also conduct Union business/communication with members during work hours when such business/communication is in response to administrative action.

I. Bulletin Boards: The Union shall be provided reasonable bulletin board space on one bulletin board per school for the posting of official Union notices and materials. The privileges granted by this section shall not apply to notices or materials of a partisan or political nature.

J. New Employees: The District shall provide the names and addresses of new employees covered by this Agreement within ten (10) calendar days after their date of hire. All newly hired employees shall be given a copy of their job description.

K. Copies of Agreement: The Agreement shall be applicable for the initial CBA; thereafter, the Agreement shall only be posted on the District website and any hard copies of the Agreement provided to members shall be solely the responsibility of the Union and at Union cost.

L. Policy Handbooks: The District will post the *Board of Education Policy Handbook* on the District website. Changes of policies or procedures shall be furnished to the Union President within ten (10) days of the publication.

M. Dues Deduction Indemnification: Pursuant to Section 5/11.1 of the IELRA, the Union shall indemnify the District for any damages and reasonable costs incurred for any claims made by an employee for deductions made or not made in good faith reliance on the Union's notification to the District of an employee's request to authorize, revoke, cancel, or change authorizations for payroll deductions.

N. Labor-Management Meetings: In an effort to keep open lines of communication and maintain a productive problem-solving culture, there shall be quarterly meetings between the Superintendent or designee and the Union President(s) or designee to discuss those issues and concerns relative to the bargaining unit and the application of the terms of this Agreement. To the extent that such meetings are not held during the Union President's workday, such meeting time will be unpaid.

**ARTICLE V**  
**PROBATIONARY PERIOD AND DISCIPLINE**

A. Probationary Period: Employees shall have a one full work year probationary period. An Employee who voluntarily transfers to a position in a new "Group" as that term is used in Article VIII (Seniority, Layoff, and Recall) shall have a ninety (90) work day probationary period in the new position. The Board shall be the sole judge as to whether any probationary employee shall be retained or continued in employment. During an employee's probationary period the Board shall have the sole right to lay off or discharge an employee and the Board's exercise of such right shall not be subject to the grievance and arbitration procedure.

B. Complaints: When a complaint regarding an employee which may result in discipline is made to an administrator, the administrator shall make the employee aware of the complaint and give the employee a chance to respond before imposing any discipline. The Superintendent may suspend an employee with pay while investigating a complaint, and at the conclusion of the investigation, suspend an employee without pay pending a Board action on a recommendation to terminate the employee.

C. Disciplinary Meetings: Employees shall be afforded due process when subject to disciplinary investigations. Each employee shall have the right to be accompanied by a Union representative at any meeting where the employee reasonably believes that discipline may occur. An employee must be given prior notice in writing of any meeting that can result in discipline when practicable.

**ARTICLE VI**  
**WORKING CONDITIONS**

A. Work Day: The normal work day for employees shall not exceed eight (8) hours per day exclusive of the employees' duty-free unpaid lunch period although the District retains the right to set the work day for certain positions at less than eight (8) hours. Each employee who works at least six (6) hours per day shall be entitled to a duty-free unpaid lunch period of at least thirty (30) minutes per day and at least one (1) paid break of at least fifteen (15) minutes to be assigned by the member's supervisor. A break period may be attached to the thirty (30) minute duty-free lunch with prior approval of the employees' supervisor. If an employee works hours beyond their normal work day, they must still also work their full normal work day hours unless otherwise approved by the employee's direct supervisor (i.e., no flex time unless approved).

Subject to the limitations in the paragraph immediately above, the District has the management right to establish the start and end times of employees' work day with the input of the Union, but the final decision will be made by the District.

B. Summer Fridays for 12-Month Administrative Assistants: The Superintendent has the sole discretion and unfettered right on an annual basis to offer an optional alternative work schedule to 12-month administrative assistants which will allow such administrative assistants to work a half (1/2) work day on a specified number of Fridays during the summer recess period. If the Superintendent chooses to offer the optional alternative work schedule during the summer recess, she/he also has the sole discretion and unfettered right to set any conditions applicable to such alternative work schedule and those conditions may be changed on an annual basis and the union agrees that the District has no obligation to bargain such changes. The Superintendent has the sole discretion and unfettered right to decide not to offer the aforementioned optional alternative work schedule. The Superintendent or designee shall annually notify the 12-month administrative assistants of any optional alternative work schedule and applicable conditions by no later than the last day of student attendance. This paragraph is not subject to the grievance and arbitration procedures set forth in this Agreement.

**ARTICLE VII**  
**VACANCIES AND TRANSFERS**

A. Posting of Vacancies: The administration shall post on the District website notices of all vacancies for positions covered by this Agreement and shall email such notices to employees prior to filling any such vacancies. All interested employees shall have a reasonable opportunity to apply and be considered for such vacancy.

Ten (10) days after the expiration of the posting, the Assistant Superintendent for Human Resources will notify the applicants of the disposition of the application. If posted vacancies lack specific information relating to the vacancy, such information will be available by contacting the Assistant Superintendent for Human Resources or the Director of Special Education/Pupil Services. Nothing herein shall be construed to require the Board to fill any position. Vacancies shall be posted only after honorably dismissed employees have been given the opportunity to exercise their recall rights.

B. Vacancy Defined: A vacancy shall be defined as a position within the bargaining unit that is unfilled as a result of a resignation, termination or transfer or a new position is created. A vacancy is not a position that is unfilled due to another employee being on leave.

C. Summer Work: Positions for temporary summer jobs shall be posted per Article VII.A above. Regularly employed support staff personnel shall be given first consideration before outside applicants are considered provided they have the requisite skills to complete the work.

D. Transfers: It is the sole and exclusive responsibility of the administration to assign or transfer employees. Before making assignments of employee for the following school year, the administration will consider written transfer requests submitted to the Assistant Superintendent for Human Resources prior to the end of the school year. The employee shall receive written acknowledgement, in a timely manner, that a request for transfer was received.

In addition, employees who are transferred during the current school year or at the end of the school year shall be given a chance to meet with the Assistant Superintendent for Human Resources to discuss the transfer. At the Employee's request, a Union representative will also be permitted to attend the meeting with the Employee and the Assistant Superintendent for Human Resources. Employees will be informed about transfers directly involving them as soon as reasonably possible under the circumstances.

**ARTICLE VIII**  
**SENIORITY, LAYOFF, AND RECALL**

A. Seniority: Seniority shall be defined as the length of consecutive service in the District within the respective category of bargaining unit position and shall accumulate from the date of original hire in that respective category. The original date of hire shall be deemed to be the first day worked in that category. In the event of any ties in seniority, then the total duration of an employee's continuous consecutive years of service in the District, regardless of category of position, shall be used to determine seniority ranking. If a tie still exists, then total years of non-consecutive service in the District shall be used as the deciding seniority factor and if a tie still exists, the deciding factor will be determined by lottery.

Employees who have not successfully completed their probationary period shall not have seniority for the purposes of this Article. Employees who successfully complete their probationary period shall have seniority starting with their date of hire in the District as defined above.

The District shall maintain separate seniority lists for full and part-time employees, categorized by positions. Annually, but no later than January 15, the District shall post seniority lists for employees and provide a copy to the Union. Employees shall be afforded at least five (5) work days to submit corrections to the seniority list to the Superintendent or designee; no further corrections to the list shall be made until the following year. Employees who are absent during the corrections time period may contact the Superintendent or designee upon their return to submit changes. Final copies of the seniority list shall be prepared by each February 1<sup>st</sup> for posting, with a copy provided to the Union.

The seniority categories for employee bargaining unit positions shall be as follows:

**GROUP A**

1. 12-Month District Administrative Assistants
2. 12-Month Building Administrative Assistants
3. 10-Month Building Administrative Assistants
4. Building Clerical Assistants

**GROUP B**

5. Head Custodians
6. Custodians (includes night, bridge and permanent subs)
7. Maintenance
8. Delivery/Truck Drivers

Any employee who moves to a new position within a different category shall maintain seniority in the original position category but shall not accrue any further seniority in that category. In the new position, the employee shall maintain the number of years of his/her seniority when moving to a new position/category as long as the position remains within the same Group as identified above. If the move is to a new group, the Employee must begin to accrue seniority anew in that position/category (i.e., the employee does not carry over the years of seniority from the prior position).

B. Layoffs: If the Board determines to remove an employee or reduce the hours of an employee for reasons of reduction in force, employees shall be laid off in the reverse order of their seniority within their respective categories of position as defined in Section A immediately above.

The employee with the least seniority in the affected category shall be dismissed or have his/her hours reduced first. If the reduced or dismissed employee has previously accrued seniority in any of the other categories, said employee shall have the right to be transferred to a position in such other categories if such position is held by a less senior employee. Notification of layoff shall be by regular mail and also by either certified mail (return receipt/restricted signature requested) or personal delivery with receipt at least thirty (30) calendar days prior to the dismissal of the employee or the reduction in hours. If a reduction in hours is due to an unforeseen reduction in the number of students, then the written notice must be mailed and given to the employee at least five (5) days before the hours are reduced.

C. Recalls: If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term in one of the categories listed in Section A above, the positions thereby becoming available shall be tendered to the non-probationary employees who were reduced from that category of position in order of seniority.

If there are any remaining vacancies in a given category which the Board is seeking to fill and there are no employees from that category with recall rights, non-probationary employees from other categories who were laid off and who have recall rights shall be tendered the vacancies in order of seniority, provided they are qualified by skills, training, ability, and experience to hold the position.

In all cases where a non-probationary employee has the right to be tendered a position as set forth above, a notice of recall shall be sent to the employee by certified mail (return receipt/restricted signature requested) or by personal delivery with a signature receipt to the last address submitted to the Superintendent or his/her designee by the employee. Failure of the employee to affirmatively respond to such notice within ten (10) calendar days of its receipt or within fifteen (15) calendar days of its mailing, whichever is less, shall terminate the responsibility of the Board under this Article; provided, however, if the notice of recall is sent within sixty (60) calendar days prior to the start of the school calendar, failure of the employee to affirmatively respond to such notice within five (5) weekdays of its receipt shall terminate the responsibility of the Board under this Article.

All notices of recall shall include a telephone number of an appropriate administrator in order to facilitate an immediate response. It shall be the responsibility of each employee who is laid off to advise the Superintendent or designee in writing of his/her latest address.

The Board agrees to notify the Union President or his/her designee whenever a notice of recall is sent to an employee.

## **ARTICLE IX**

### **GRIEVANCE PROCEDURES**

A. Definition: A grievance shall mean that there has been an alleged violation, misinterpretation, misapplication of any specific terms of any provision in this Agreement.

B. Adjustment: The parties hereto acknowledge that the best procedure for the solution of a problem is through free and informal communication between those involved. Open discussion, reasonable restraint, and a lively interest in the greater good of the education situation should characterize all efforts toward redress. Should these informal procedures fail to bring satisfaction, the grievant may initiate the following course of action.

#### Step I

The grievance shall be submitted in writing within ten (10) days of the alleged grievance or within ten (10) days after the grievant, through the use of reasonable diligence, should have become aware of the event giving rise to the alleged grievance. The alleged grievance shall set forth all known basic relevant facts on which it is based, and the provisions of this Agreement allegedly violated, and the remedy sought. This grievance shall be presented to the supervisor immediately involved, with a copy provided to the Union President. The supervisor will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievant and the immediately involved supervisor shall be present for the meeting. The Union's representative may be present if requested by the grievant. The supervisor shall provide a written answer regarding the grievance to the grievant and the Union President within ten (10) days after the meeting. This answer shall include the reasons for the decision.

#### Step II

If the grievance is not resolved at Step I and the grievant wishes to appeal, the grievant shall refer the grievance in writing to the Superintendent or his/her official designee within ten (10) days after receipt of the Step I answer. The Superintendent or his official designee shall arrange a meeting with the grievant and such representatives as the grievant and/or the Superintendent or his/her official designee deem necessary to consider facts pertinent to the grievance. Such meeting shall take place within ten (10) days of the receipt of the appeal. Upon conclusion of the hearing, the Superintendent or his/her official designee shall have ten (10) days in which to provide the written decision with reasons to the grievant and the Union.

#### Step III

If the grievance is not resolved at Step II, the Union shall refer the grievance to binding arbitration within twenty (20) days after receipt of the answer in Step II by filing a demand for arbitration with the American Arbitration Association. The American Arbitration Association Rules for Voluntary Labor Arbitration shall apply.

The arbitrator shall have no right to amend, notify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to him/her in writing by the Board and the Union and shall have no authority to make an award on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions in violation of applicable Federal, State and local laws, and rules and regulations having the

force and effect of law which are issued by agencies having regulatory authority over the Board. The arbitrator's award shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement. Consistent with these provisions, the arbitrator shall have the authority to make an award concerning the remedy, if any, that he/she considers to be appropriate.

The fees and expenses of the arbitrator shall be divided equally between the Board and the Association; provided, however, that each party shall be responsible for compensating its own representatives or witnesses.

C. General Guidelines:

1. If the Board challenges the arbitrability of a grievance on the grounds that the grievance was not submitted within the required time limits set forth in Step I, this issue may be processed as part of the grievance in accordance with the Grievance Procedure set forth in this Article. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be considered to be acceptance of the decision rendered at that step. Failure at any step of this procedure to answer a grievance within the specific time limits shall permit the grievant (and the Union with respect to appeals to Step III) to proceed to the next step.

2. All time limits consist of school days. If a grievance is submitted less than ten (10) days before the close of the current school term, the time limits shall consist of all weekdays in order that the grievance may be resolved before the close of the school term or as soon thereafter as possible. School days for purposes of the grievance procedure shall mean employee employment days.

3. If the grievant, the immediately involved supervisor, the Union, and the Superintendent agree, Step I of the grievance procedure may be bypassed and the grievance brought directly to Step II.

4. Class grievances involving two or more employees which involve the same facts may be initially filed by the Union at Step II.

5. The Board acknowledges the right of the Union to participate in the processing of grievances in accordance with the provisions of the Illinois Educational Labor Relations Act (IELRA). No employee shall be required to discuss any grievance if the Union's representative is not present.

6. The Board and the Administration shall cooperate with the Union, and vice versa, in investigation of any grievance, and further, they shall furnish each other with such information requested for the processing of any grievance, but this does not involve the preparation of any material or information not already available to the Board, Administration or Union.

7. No reprisals of any kind shall be taken by the Board or the Administration against an employee because of his/her participation in this grievance procedure. Furthermore, the Union shall not participate in any reprisals against administrators or supervisors for any testimony or decisions given because of participation in this grievance procedure.

8. Should the Board or the Superintendent require that an employee or a Union representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits for the investigation or processing of any grievance. The parties agree to schedule arbitration hearings insofar as practicable at times when employees can be present to testify as witnesses without interfering with their assigned duties; provided that if an employee is required to testify during his/her



regular assignment, said employee shall be released without loss of pay or benefits for the purpose of testifying. In addition, up to two (2) Union representatives shall be released to attend arbitration and/or IELRB hearings without loss of pay or benefits.

9. Grievances, responses to grievances, appeals, and other records dealing with the processing of a grievance shall not be placed in personnel files.

10. A grievance may be withdrawn by the grievant at any level without establishing a precedent.

11. Nothing contained herein shall be construed as limiting the right of any employee to file a grievance in accordance with the procedures set forth in Step I and Step 2 herein without the support or intervention of the Union, provided the Union has been notified and the adjustment is not inconsistent with the terms of this Agreement.

12. Upon written mutual consent, time limits may be extended.

13. If any employee files any claim or complaint in any court of law or other appropriate governmental agency other than the grievance procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through the grievance procedure set forth herein.

14. By the mutual agreement of both parties, a grievance that has been appealed to arbitration in timely fashion may be handled in accordance with the expedited labor arbitration rules of the American Arbitration Association and/or in accordance with such expedited procedures as the parties may mutually agree to.

**ARTICLE X**  
**EMPLOYEE PERSONNEL FILES**

Each employee shall have the right, upon request, to review the content of any file pertaining to him/her. At the employee's request, a representative of the Union may accompany the employee in this review. Such review shall be by appointment during normal office business hours and in the presence of a designated employee of the Board. No employee shall remove any material from his/her personnel file but shall have the right to make a copy of it. Such review shall not be applicable to the following confidential materials: recommendations by colleges or universities, or evaluations by previous employers. Employees' files shall contain the minimum items of information as follows:

- Required medical information
- All employee evaluation reports
- Copies of all notifications of reemployment
- Copies of all notifications of supplemental duties
- Any other documents which could be used as a basis for discipline, reemployment, demotion, promotion, reassignment, or salary

An employee shall be advised within five (5) school days of placement in his/her file of any document relative to observation, corrective interview, or reemployment. The employee shall have the opportunity of filing a written response to this material in the file within thirty (30) calendar days.

**ARTICLE XI**  
**SALARIES AND BENEFITS**

A. Starting Base Wage Rates: Effective July 1, 2022, the following starting pay rates shall be in effect for the duration of this Agreement.

1. Custodians: \$19.60/hour
2. Maintenance: \$28.25/hour
3. Administrative Assistants:
 

L3	\$19.05/hour
L4	\$20.65/hour
L5	\$23.12/hour

The District may apply an experience factor of one percent (1%) additional for each year of relevant experience up to ten (10) years.

B. Annual Base Wage Increases:

1. 2022-2023: Effective July 1, 2022, bargaining unit members shall receive the following salary increase:

Custodians/Maintenance: \$2.25/hour or will increase to the new applicable starting base wage rate, whichever is higher.

Administrative Assistants/Clerical Assistants: \$2.00/hour

In addition, bargaining unit members who are employed with the District when this Agreement has been ratified and approved shall receive a one-time, non-compounding, longevity stipend in the following amounts based on their individual years or service in the District as of January 1, 2023. A year of service is granted if the bargaining unit member was employed, present, and participating for at least one-half of his/her full work year.

- |              |            |
|--------------|------------|
| 5-9 years:   | \$1,000.00 |
| 10-14 years: | \$1,250.00 |
| 15+ years:   | \$1,500.00 |

2. 2023-2024: The salary increase for bargaining unit members who were employed with the District prior to July 1, 2023 shall be 3.25% over the prior year's base salary.

3. 2024-2025: CPI-U Formula: Bargaining unit members shall receive an increase from their previous year's base salary equal to the percentage attributable to the corresponding fiscal year in accordance with the Illinois *Property Tax Extension Limitation Law* (PTELL), commonly referred to as the "tax cap," subject to an annual floor of 1.5% and a ceiling of 3.25%. More specifically, the percentage increase shall be equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers in the U.S. (CPI-U), as published by the U.S. Department of Labor's Bureau of Labor Statistics,

two calendar years prior to the year in which taxes are actually extended (collected) (which is December 2023 for 2023-2025). Notwithstanding the percentage increase in the annual CPI-U, however, the base hourly rate increase will not be below the aforementioned floor of 1.5% and will not exceed the aforementioned ceiling of 3.25%.

C. Health Insurance: Employees who work at least thirty-five (35) hours per week as part of their normal work schedule and who participate in the District's health plan shall receive the same health insurance benefits and shall pay the same contribution toward the health insurance premium as a full-time PRTAA member. Bargaining unit members who work less than thirty-five (35) hours per week, but who work at least twenty (20) hours per week as part of their normal work schedule and who participate in the District's health plan shall pay the applicable higher pro-rata amount toward the health insurance premium. Employees who work less than twenty (20) hours per week are not eligible for the District's health insurance plan.

D. Dental Insurance: The Board shall pay the full premium for individual coverage dental insurance for bargaining unit members who work at least thirty-five (35) hours per week as part of their normal work schedule and who participate in the District's dental plan. Bargaining unit members may purchase dependent coverage under said plan at a cost not to exceed the difference between the premium of the single coverage and the premium of the chosen dependent coverage. Bargaining unit members who work less than thirty-five (35) hours per week, but who work at least twenty (20) hours per week as part of their normal work schedule and who participate in the District's dental plan shall pay the pro-rata amount toward the dental insurance premium. Employees who work less than twenty (20) hours per week are not eligible for the District's dental insurance plan.

E. The District Insurance Committee: The District Insurance Committee ("Committee") will be continued during the term of this Agreement for the purpose of reviewing avenues and options to contain or decrease the cost of current and future health insurance and to make recommendations concerning same. The Committee will continue to be comprised of, but not limited to, representatives from the PREA, PRTAA and from this bargaining unit. The chair of the Committee shall be a District administrator designated by the Superintendent who shall be responsible for scheduling meetings and preparing written information for each meeting. The Committee will meet as necessary but at least two (2) times per year. The work of the Committee shall be collaborative in order to promote a wide range of views and opinions as insurance options are reviewed. It shall have access to necessary information in order to do this. The Committee chair will provide these materials to committee members; however, the chair will protect the confidentiality of individual plan participants as required by applicable law. The Committee may meet with consultants as needed.

F. Section 125 Plan: The Board shall offer to all bargaining unit members the opportunity to participate in a flexible spending arrangement (FSA) for health care premiums, dependent care assistance, and medical care reimbursement as specified in Section 125 of the Internal Revenue Code. The District will administer the plan and assume all costs incurred in its administration.

G. Term Life Insurance: Employees hired after March 1, 2018, and who work at least thirty-five (35) hours per week as part of their normal work schedule shall be entitled to fifty thousand dollars (\$50,000) term life insurance with the full premium paid by the Board. Employees hired on or before

March 1, 2018, and who work at least twenty (20) hours per week as part of their normal work schedule shall be entitled to fifty thousand dollars (\$50,000) term life insurance with the full premium paid by the Board.

H. Voluntary Long Term Disability Insurance: The Board will offer a voluntary long-term disability insurance plan which bargaining unit members may elect to participate in at their own expense. The plan will be selected with the advice of the District Insurance Committee and will be designed to coordinate with the disability coverage provided by IMRF and workers' compensation.

I. Payroll Deductions: Payroll deductions shall be by written consent for the following items over twenty-four (24) pay periods according to the bargaining unit member's wage agreement:

- a. Tax-sheltered annuities;
- b. Credit Union – a loan amount or share amount may be deducted upon filing payroll deduction form. A Credit Union payroll deduction may be canceled by notifying the Business office. These deductions are not to fluctuate monthly;
- c. Park Ridge Community Fund – limited to six (6) months;
- d. Hospital, dental, and protection insurance premiums;
- e. Membership in the Support Staff Council of District 64, the North Suburban Teachers Union IFT/AFT Local 1274, and its state and national affiliates;
- f. Section 125 Plan deductions.

J. IMRF: The Board shall pay its required employer contribution on behalf of a bargaining unit member who is eligible for participation in IMRF. This provision is for informational purposes only and shall not be subject to the grievance procedures.

K. Head Custodian Stipend: Head Custodians shall be paid an annual stipend for the additional duties and responsibilities associated with the position in the following amounts:

**2022-2023**

Middle Schools	\$12,132.00
Elementary Schools	\$11,070.00
ECC/District Office	\$10,057.00

**2023-2024**

Middle Schools	\$12,375.00
Elementary Schools	\$11,291.00
ECC/District Office	\$10,258.00

**2024-2025**

Middle Schools	\$12,622.00
Elementary Schools	\$11,517.00
ECC/District Office	\$10,464.00

In addition to the stipend, head custodians will be paid their hourly base rate for every hour worked and are eligible for overtime, but they are not eligible for the Call-In Pay pursuant to Paragraph M. Head custodians are eligible for the Snow Removal pay set forth in Paragraph N below.

If a head custodian is on an extended paid administrative leave or is on an extended leave during which he/she is using accumulated sick leave, the stipend shall not be included in his/her hourly wage rate during such leave. The stipend amount will instead be included in the hourly wage rate of the employee assuming the head custodian duties while the head custodian is on leave.

L. Overtime Pay: Employees shall be paid time and one-half (1 ½) their regular straight-time hourly rate of pay for any hours actually worked in performing their duties and responsibilities which are in excess of forty (40) hours in a given week (work week is Monday through Sunday for OT purposes). Hours actually worked shall also include paid holidays, use of vacation days and emergency closure days. Overtime must be approved in advance by the employee's direct supervisor. Any assigned and approved hours worked beyond the employee's regularly scheduled hours of work per week up to and including forty (40) hours shall be paid at the employee's straight-time hourly rate of pay.

M. Overtime/Holidays and Weekends: If an employee is called into work on a Saturday, the pay rate will be in accordance with Section L, Overtime Pay. Such employees are guaranteed at least two (2) hours pay.

If an employee is called into work on a Sunday or holiday, the pay rate will be two (2) times the employee's straight time hourly rate of pay. Such employees are guaranteed at least two (2) hours pay.

When a Custodial/Maintenance employee is called into work between midnight and 6 a.m., such employee is guaranteed a minimum of two (2) hours pay at his/her regular rate of pay unless the "Snow Removal" or "Overtime" provision(s) apply.

If an employee is called into work for a prescheduled assignment on a Saturday or a Sunday, such employee shall be paid his/her straight time hourly rate of pay unless overtime applies.

Head custodians are not eligible for the benefits offered under this Paragraph M.

N. Overtime/Snow Removal and Weather Emergencies: If a custodial/maintenance employee is called in to work outside of his/her normal work hours for the purpose of snow/ice removal or for assisting with a weather-related emergency, the pay rate will be in accordance with Section L, Overtime Pay. Such employees are guaranteed at least two (2) hours pay.

O. Uniforms: Custodial/Maintenance employees shall receive an annual allowance of two hundred and seventy-five dollars (\$275.00) for uniforms and/or appropriate work shoes. Such uniforms and shoes shall be selected from the catalog provided by the District.

P. Attendance Incentive: Any employee that uses two (2) or less sick and/or personal days during a work year shall be paid a non-cumulative stipend of two-hundred dollars (\$200) no later than on their first paycheck in August.

Q. District Retirement Recognition Program:

1. Payment for Unused Sick Leave: Employees who resign for retirement purposes under IMRF **on or before June 30, 2024**, only and with at least ten (10) years of full-time service in the District shall be paid sixty-five dollars (\$65.00) for each day of accumulated and unused sick leave which an employee has at the time of retirement under IMRF, up to a maximum of eighty (80) days. No such pay shall be made for any day of unused sick leave that is used for additional service credit under IMRF. Said payment shall be made as a post-retirement severance benefit and is not intended to be added to compensation in the employee's final year of service.

2. Service Recognition Bonus:

- a. Employees who resign for retirement purposes under IMRF **on or before July 1, 2024** only and have ten (10) years of full-time service in District 64 shall receive a retirement benefit as a post-retirement lump sum payment of three hundred dollars (\$300.00) for each year of service as an employee of District 64. Irrevocable notice of intent to retire must be submitted by April 1, 2024. Only those employees who remain employed at their current work load up to the date of retirement indicated in their irrevocable notice shall be eligible for the service recognition payment. Said payment shall be made as a post-retirement severance benefit and is not intended to be added to compensation in the employee's final year of service.

**ARTICLE XII**  
**LEAVES OF ABSENCE**

A. Time Off With Pay: All employees who work at least thirty (30) hours per week shall be awarded sick leave and/or personal business leave annually according to the following schedule. Employees who work less than thirty (30) hours per week, but at least meet the IMRF’s “Six Hundred (600) Hour Standard” shall receive a prorated allocation of sick leave of not less than ten (10) days per year and a prorated allocation of personal business leave. Employees who work less than six hundred (600) hours per work year shall not be eligible for any sick or personal leave unless otherwise required by law. New employees will accrue sick leave on a monthly basis during their initial full work-year probationary period. After the initial probationary period, employees will receive their annual allotment on the first workday of their work year.

Years of Experience in the District	Sick Leave Days	Personal Leave Days
1	10	3
2	10	3
3	12	3
4	12	3
5+	15	3
27+	17	3

B. Sick Leave:

1. Use of Sick Leave Days: As authorized in the School Code, sick leave days may be used for personal illness, mental or behavioral complications, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. “Immediate family” shall mean the employee’s parents, spouse, brothers, sisters, children, sons-in-law, daughters-in-law, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians. The District maintains the right to investigate suspected inappropriate use and/or abuse of sick leave (including, but not limited to, a pattern of absences immediately before/after the weekend and immediately before/after holidays or school breaks) and, if appropriate, issue progressive discipline.

Pursuant to the Illinois *School Code*, the employee may use up to thirty (30) accumulated sick leave days because of the birth of a child without submitting medical certification. These thirty (30) days must be used consecutively when used for birth except that the right to use such days will not be diminished by intervening breaks (winter/spring/summer recess) or holidays. If an employee is on FMLA leave because of the birth of a child, the employee must first use his/her accumulated thirty (30) sick leave days per the *School Code* for the first thirty (30) workdays of the FMLA leave and then the remainder of the FMLA leave will be unpaid unless the employee can submit medical certification justifying continued use of accumulated sick leave.

For use of paid sick leave or adoption or foster care, the employee shall provide evidence that the formal process is underway. Sick leave used for this purpose is limited to thirty (30) working days but need not be used consecutively.



2. Maximum Accumulation: All unused days (sick leave or personal business) shall accumulate as sick leave days to a maximum of 275; provided, however, the maximum accumulation shall be determined at the end of the school year. Example: An employee with 275 accumulated sick leave days at the end of the school year shall be credited with an additional 15 sick leave days and 3 personal business days at the start of the next school year, with the understanding that the maximum number of accumulated sick leave days at the end of said school year shall not exceed 275, regardless of whether the employee uses any of said 15 sick leave days or said 3 personal business days.

C. Personal Leave: Personal business leave shall be used for only those absences for personal business which cannot be scheduled or handled on days or at times other than during working hours. Examples of such leave shall include, but are not limited to, religious holidays, mandatory appearances for legal proceedings, graduations and weddings in the family, and attendance at funerals for persons not included within the definition of "immediate family," but shall not include such things as planned vacations and remunerative activities or any activity that can realistically be scheduled during non-school time.

Employees must submit a request to the direct supervisor to use a personal day at least three (3) work days prior to use of a personal day unless an emergency prevents such notice and then the employee must provide the supervisor with the emergency reason as soon as practical. The Administration reserves the right to deny personal day requests based upon the needs of the District. In the event that the direct supervisor denies such request, the employee shall be provided with the reason for such denial. The decision to deny a request is not subject to the grievance and arbitration procedures set forth in this Agreement.

No more than two (2) personal days shall be taken consecutively, and personal days may not be used immediately prior to or following a holiday, vacation day, a three-day weekend, or an extended holiday period except in an extreme emergency, and then only with the Superintendent's approval. Additional emergency personal business days may be granted under extenuating circumstances at the discretion of the Superintendent.

Unused personal days may be rolled over the following year with a cap of six (6) personal days.

D. Religious Leave: When an employee's religion requires worship or observance that cannot be performed other than during school hours, and observance is not otherwise provided in the school calendar, up to two (2) days with pay may be taken annually. Any such days taken shall be deducted from the employee's personal leave as determined by the employee. If the employee has no personal leave days, he/she may still take up two (2) days absence, but such days shall be unpaid, and the employee shall not be subject to any disciplinary action.

E. Family and Medical Leave Act of 1993: The Board may adopt policies to implement the Family and Medical Leave Act of 1993 (FMLA) that are in accord with what is legally permissible under the Act. Examples of the purposes for which eligible employees can use FMLA leave include:

1. birth and/or care of a newborn child within the twelve (12) months after the birth of the child;
2. placement of a child for adoption or foster care within the twelve (12) months after the placement of the child;

3. care of an employee's spouse, child, or parent with a serious health condition;
4. treatment of an employee's own serious health condition; and
5. certain military-related purposes.

F. Other Leave Provisions: A leave of absence without pay of up to one (1) year may be granted to any employee, upon application and approval, in the sole discretion of the Board, for the purpose of study, travel, parental leave or personal business. No experience increase shall be granted on the salary schedule for the period of such leave. Such leave may be extended for up to an additional one (1) year under the same terms and conditions.

G. Workers' Compensation: The Board shall pay the State of Illinois prescribed workers' compensation payment to an employee who is determined to be eligible to receive workers' compensation pursuant to 820 ILCS 305/1 et seq. Said employee may elect to receive any additional sick leave compensation paid by the Board and available to the employee (i.e., 1/3rd of an employee's accumulated sick day to bring the employee to full salary) or to receive only the workers' compensation benefits to which the employee is entitled (i.e., 2/3rd of salary).

**ARTICLE XIII**  
**VACATIONS AND HOLIDAYS**

A. Vacation: The annual award, based on eligibility for twelve (12) month employees who work at least thirty (30) hours per week, is as follows:

<b>After Completed Years of Experience in District</b>	1	2	3	4	5	6	7	8	9	10	11	12+
<b>Vacation Days</b>	10	10	11	12	13	14	15	16	17	18	19	20

New employees who begin work on or after July 1<sup>st</sup> shall not be permitted to use vacation days until July 1<sup>st</sup> of the following year. Employees who begin work after July 1<sup>st</sup> will receive a prorated amount of vacation days on the following July 1<sup>st</sup>. Vacation earned in previous year must be used between July 1 and June 30 the following year, except no vacation times may be used the week before and the week school opens, or the week school closes and the week after.

When ten (10) month employees move to a twelve (12) month position, that employee will have his/her total time with the District combined and calculated to determine how many full 12-month work years the employee has been employed by the District. (Example: 10-month employee who worked for D64 for 10 years prior to transferring to a 12-month position will have service time with the District calculated at 8.33 full 12-month work years.)

All vacation days must be approved by the employee’s immediate supervisor. An employee must submit a vacation request to his/her supervisor at least one (1) week in advance of the use of the vacation time except for employees who work in custodial and maintenance positions who must submit a vacation request at least fourteen (14) calendar days prior to the use of vacation time. School District 64 administration reserves the right to deny vacation requests based upon the needs of the District.

B. Holidays:

1. Ten (10) Month Clerical Employees shall receive the following holidays: New Year’s Day, Martin Luther King Day, President’s Day, Casimir Pulaski Day (when observed), Good Friday, Memorial Day, Labor Day, Columbus Day, Election Day (for 2022 only unless otherwise extended by law), Wednesday prior to Thanksgiving (formerly Veterans’ Day), Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day.

2. Twelve (12) Month Clerical Employees shall receive the following holidays: New Year’s Day, Martin Luther King Day, President’s Day, Casimir Pulaski Day (when observed), Good Friday, Memorial Day, Juneteenth (currently only when it falls on a weekday unless expanded by law), 4<sup>th</sup> of July, Labor

Day, Columbus Day, Election Day (for 2022 only unless otherwise extended by law), Wednesday prior to Thanksgiving (formerly Veterans' Day), Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day.

3. Twelve (12) Month Custodial and Maintenance Employees shall receive the following holidays: New Year's Day, Martin Luther King Day, President's Day, Casimir Pulaski Day (when observed), Good Friday, Memorial Day, Juneteenth (currently only when it falls on a weekday unless expanded by law), 4<sup>th</sup> of July, Labor Day, Columbus Day, Election Day (for 2022 only unless otherwise extended by law), Wednesday prior to Thanksgiving (if the District waives Veteran's day), Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day. Also, ½ day for Christmas Eve and New Years' Eve. Any year in which Casmir Pulaski day is waived, an additional ½ days will be granted on Christmas Eve and New Year's Eve.)

**ARTICLE XIV**  
**PERFORMANCE EVALUATIONS**

Each employee shall be evaluated annually in accordance with established procedures. Each evaluation shall include a conference and the completion of the official evaluation forms, with one copy given to the employee and one copy being placed in the employee's personnel file.

The parties agree that to the extent permitted by law all present and future substantive aspects of employee evaluations in general and an employee's individual evaluation (including the evaluator's assessment, judgments and ratings) ARE NOT mandatory subjects of bargaining and are NOT grievable or arbitrable, but the District's development of the substantive aspects of employee evaluations shall be consistent with its obligations under the *School Code* and the IELRA. However, the parties further agree that all procedural aspects of employee evaluations ARE mandatory subjects of bargaining and that those procedural aspects included in this Agreement ARE both grievable and arbitrable.

**ARTICLE XV**  
**JOB DESCRIPTIONS**

The Board shall provide the Union with a complete set of job descriptions for all of the positions covered by this Agreement.

**ARTICLE XVI**  
**PRIORITY OF DOCUMENTS**

In the event of conflict between this document and other written policies of the Board, this Agreement, if applicable, takes priority over and controls the others.

**ARTICLE XVII**  
**NEGOTIATION PROCEDURES**

The parties agree to negotiate in good faith pursuant to the Illinois Educational Labor Relations Act and the rules and regulations of the IELRB, with the understanding that the Illinois Education Labor Relations Board (IELRB) has exclusive jurisdiction to enforce this mutual obligation. The parties agree to begin negotiations by April 1 in which this Agreement terminates, unless otherwise agreed. Should the parties require the assistance of a mediator, either party may request assistance from the Federal Mediation and Conciliation Service. The submission of a request by one party shall obligate the other party to join in such request.



**ARTICLE XVIII**  
**ENTIRE AGREEMENT/WAIVER OF BARGAINING**

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. This Agreement supersedes and cancels all previous agreements between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to during such collective bargaining process, or any item covered specifically in this Agreement. This provision shall not, however, prohibit the parties from mutually agreeing to alter, change, add to, delete or otherwise voluntarily modify this Agreement in accordance with the first paragraph of this Article XVIII.

**ARTICLE XIX**  
**NO STRIKE AND NO LOCKOUT**

During the term of this Agreement neither the Union nor any employee covered by this Agreement shall instigate, promote or participate in any strike or other concerted stoppage of work. The Board shall not lock out any employees covered by this Agreement during the terms of this Agreement.

**ARTICLE XX**  
**APPLICABLE STATE LAW**

This Agreement shall be governed by the laws of the State of Illinois and constitutes the entire Agreement between the Union and the Board and shall be changed only in writing signed by both parties.

**ARTICLE XXI**  
**SAVINGS CLAUSE**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.

**ARTICLE XXII**  
**DURATION OF CONTRACT**

The Agreement shall be in effect upon ratification and shall continue in full force and effect until June 30, 2025.

**ARTICLE XXIII**  
**REOPENING OF NEGOTIATIONS**

Notwithstanding any provision to the contrary in this Agreement, the parties agree to reopen negotiations of this Agreement, upon the written request of either party, provided such request is premised on the enactment of a state-imposed property tax “freeze” or upon a successful voter-initiated referendum pursuant to S.B. 1947. In the unlikely event that the parties are unable to reach an agreement, the parties each reserve their procedural and substantive rights under the *Illinois Educational Labor Relations Act* with respect to the remaining years of the Agreement.

**ARTICLE XXIV**  
**APPROVAL**

**For the Support Staff Council of District 64  
IFT Local 1274, AFT, AFL/CIO**

**For the Board of Education of  
District 64**

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date Ratified

\_\_\_\_\_  
Date Ratified

**Approval of 2022-2027 Collective Bargaining Agreement between Board of Education &PRTAA**

**ACTION ITEM 23-03-3**

I move that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, approve the 2022-2027 collective bargaining agreement between the Board of Education & PRTAA.

The votes were cast as follows:

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

AYES:

NAYS:

PRESENT:

ABSENT:



*FINAL OFFICIAL COPY*

**AGREEMENT**

**BETWEEN**

**BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT 64, COOK COUNTY, ILLINOIS**

**AND**

**THE PARK RIDGE TEACHER ASSISTANTS' ASSOCIATION**

**2022-2023**

**2023-2024**

**2024-2025**

**2025-2026**

**2026-2027**

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## **PREAMBLE**

This Agreement between the Board of Education of Park Ridge-Niles Community Consolidated School District 64, Cook County, Illinois, and the Park Ridge Teacher Assistants' Association incorporates a number of understandings that derive from the parties' mutual beliefs that each child attending the District's schools should have access to an education of the highest quality. The attainment of this objective is a joint responsibility of the Board of Education, the administrative staff, and educational support professionals.

Attainment of this objective requires mutual understanding, collaboration and cooperation among the Board of Education, the administrative staff, and the educational support professionals. To this end, free and open exchange of views is desirable and necessary, with all parties participating in good faith negotiations.

This preamble is not subject to the grievance or arbitration provisions of this Agreement.

**ARTICLE I**  
**DEFINITION OF TERMS**

The term “Association” when used hereafter shall mean the Park Ridge Teacher Assistants’ Association, IEA-NEA.

The term “Board” or “District” when used hereafter shall mean the Board of Education or its administrators.

The term “employee” or - “educational support professional” when used herein shall refer to all educational support professionals who are employed on at least a 50% or more basis by the District and who are included in the bargaining unit represented by the Association.

## **ARTICLE II RECOGNITION**

For purposes of negotiation, the Board of Education recognizes the Park Ridge Teacher Assistants' Association as the exclusive representative of all employees as defined above. Nothing contained herein shall abridge the rights of individual employees to present their views and recommendations to the Board pursuant to established procedures, provided that professional negotiations for employees shall be conducted only with the Association.

The Board agrees not to negotiate with any employee organization other than the Association during the term of this Agreement except as otherwise authorized by the *Illinois Educational Labor Relations Act*.

### **ARTICLE III BOARD RIGHTS**

The Board, on behalf of the electors of the District, and consistent with applicable law, retains and reserves the ultimate right and responsibility for the proper management of the District in all of its various aspects, including, but not limited to, the responsibility for and the right to make and implement decisions with respect to the following:

- (1) To maintain management, organization, and administrative control of the District, its functions, its properties and facilities, its overall budget, and the professional activities of its employees;
- (2) To determine the organizational structure of and selection of new employees; to direct, supervise, evaluate, promote, assign, and transfer employees; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations; and to determine employee qualifications and the conditions for their continued employment, discipline, dismissal, or demotion.
- (3) To establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; and to determine the standards of educational services and the methods and means of providing those services, including scheduling of classes and establishing, modifying, or eliminating courses of instruction, specific programs, athletic, recreational and social events, as deemed necessary or advisable by the Board; and
- (4) To establish rules and regulations and to revise, modify, or delete rules and regulations from time to time.

The exercise of the foregoing rights and responsibilities shall be limited only by the Board's legal duties and obligations as an "educational employer" subject to the *Illinois Educational Labor Relations Act*, other applicable laws, and the specific and express terms of this Agreement and then to the extent such specific and express terms are not in violation of the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities, and authority under the Illinois *School Code* or any other national, state, county, district, or local laws or regulations as they pertain to education.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any monetary obligation or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.



**ARTICLE IV  
EMPLOYEE AND ASSOCIATION RIGHTS**

**A. Right to Organize**

Employees shall have the right to organize, join and assist the Association and to participate in professional negotiations with the Board.

**B. Non-Discrimination and Duty of Fair Representation**

The Association shall fulfill its duty of fair representation to all employees covered by this Agreement. The Association shall indemnify and hold the Board harmless from any and all liability that might arise if the Association fails to fulfill its duty of fair representation.

The Board shall not discriminate against any employee covered by this Agreement with respect to hours, wages, terms or conditions of employment by reason of an employee's membership or non-membership in the Association or participation or non-participation in negotiations between the parties.

**C. Pertinent Information to Negotiations**

The Board shall make available to the Association upon written request the most recent (1) annual financial report as reported on ISBE Form #50-35; (2) final annual budget as reported on ISBE Form #50-36; (3) tentative approved budget; (4) local audit and adopted budget; (5) information concerning each employee's position on the current salary schedule; (6) pupil enrollment data; (7) insurance and annuity program information; and/or (8) agency tax rate report. The Association shall be provided with access to public information and records and have the right to make copies of public information and records of which no extra copies are available. Nothing herein shall require the Board to compile any information or data which has not already been compiled. Publication of information requested by the Association on the District's website shall be deemed to satisfy the Board's obligations under this provision.

**D. Educational Support Professional Protection**

The Board agrees to protect and indemnify educational support professionals employed by the District and covered by this Agreement from suit to the extent provided by Section 10-20.20 of the Illinois *School Code*. An educational support professional shall report as soon as possible in writing to the building principal all cases of assault and/or battery suffered by them in connection with their employment, and all facts concerning the incident.

**E. Placement on the Board Agenda**

The PRATA may request to be placed on the agenda of a regular Board meeting in accordance with the Board's policies and procedures concerning same.

## **F. Notice of Board Meetings**

The Board shall notify the Association of all regular meetings, special meetings, and committee meetings. The Board shall advise the Association of any cancellations or postponements of those meetings. The Association shall provide the Board with the name of the individual to whom such notification is to be given. Publication of Board meeting information on the District's website shall be deemed to satisfy the Board's obligations under this provision.

## **G. Board Minutes**

The Association President shall be provided with one (1) copy of the minutes of the Board after said minutes have been officially approved by the Board. Publication of Board minutes requested by the Association on the District's website shall be deemed to satisfy the Board's obligations under this provision.

## **H. Use of District Facilities and Equipment**

Subject to scheduling and availability and with prior notification of the building principal or the Superintendent, the Association may meet within District facilities outside educational support professional work hours. The Association's use of District facilities must be without disruption to the school's operation. The Association may also have reasonable use of District equipment on District property (e.g., photocopy machines, projectors, screens, etc.). Such uses of District facilities and equipment shall not interfere with the conduct of school business nor in any case take precedence over school needs, and any materials used or other costs incurred shall be reimbursed by the Association.

## **I. Interschool Mail/Email Services**

The Association President, members of the Association Executive Board, and the Association Negotiation Team members shall be permitted reasonable use of the interschool mail, e-mail, wireless networks, District computers, and voice mail systems for the conduct of legitimate Association business in accordance with the District's policy and guidelines on acceptable use of school computers and technology equipment. The Association's business communications cannot interfere with the normal operation of the schools and cannot occur during employee work hours, except for duty-free lunch. Employees, however, may read Association business communications, and Association officers may communicate with District administration during work hours. Association officers may also conduct Association business/communication with members during work hours when such business/communication is in response to administrative action.

The Association President or his/her designee, by prearrangement with the appropriate District administrator(s), shall be permitted reasonable use of the interschool mail system and access to employees' mailboxes for delivery of legitimate Association material.

**J. Bulletin Boards**

The Association shall be provided reasonable bulletin board space on one bulletin board per school for the posting of official Association notices and materials. The privileges granted by this section shall not apply to notices or materials of a partisan or political nature.

**K. New Employees and Required Disclosure of Employee Information to Association**

All newly hired employees shall be given a copy of their job description.

Within ten (10) calendar days of the beginning of the school term and every thirty (30) calendar days thereafter, the District will provide the Association with access to an editable digital file containing the following information concerning each employee in the bargaining unit:

- Employee name;
- Title;
- Worksite location;
- Home address;
- Work phone number;
- Identification number, if available;
- Any home and personal cellular phone numbers on file with the District;
- Date of hire;
- Work email address; and
- Any personal email address on file with the District.

Also, within ten (10) calendar days from the date of hire of a bargaining unit employee, the District will provide the following information concerning the new employee to the Association:

- Employee's name;
- Title;
- Worksite location;
- Home address;
- Work phone number;
- Any home and personal cellular phone numbers on file with the District;
- Date of hire;
- Work email address; and
- Any personal email address on file with the District.

**L. Copies of Agreement**

The District will post the Agreement on the District website. A paper copy of the Agreement will be provided to the Association President and Building Representatives.

**M. Policy Handbooks**

The District will post the *Board of Education Policy Handbook* on the District website. The Association President will be notified of any changes in Board Policies within ten (10) days

of posting. Publication of *Board of Education Policy Handbook* requested on the District's website shall be deemed to satisfy the Board's notice obligations under this provision.

#### **N. Association Leave**

The Association shall be allowed up to five (5) days of non-accumulative leave in aggregate in any school year with pay where such leave is necessary for delegates designated in writing by the Association to attend the official state convention or other official Association workshops, conferences, or meetings.

In addition, the Association shall be allowed up to an additional seven (7) days non-accumulative leave in aggregate in any school year with pay where such additional leave is necessary for delegates designated in writing by the Association to attend the official state convention or other workshops, conferences or meetings; provided, however, the leave shall be contingent on the District being able to arrange for a substitute and the Association shall reimburse the District for the cost of the substitute.

#### **O. Safety Concerns**

The principal or his/her designee shall acknowledge receipt by the end of the next school day of safety concerns about the work environment that are submitted to the principal by the affected educational support professional.

#### **P. Complaint Against Employee**

If the District is considering disciplinary action against an employee based on a complaint received by the District, the District shall inform the employee of the complaint and give the employee a chance to respond to the complaint.

#### **Q. Educational Support Professional Evaluation**

**1. Evaluations.** Evaluations are to be held by December 1 and May 1 for first- and second-year educational support professionals and May 1 for all educational support professionals with more than two (2) years of experience. Each evaluation shall include a conference and the completion of the official evaluation forms, with one copy given to the evaluatee and one copy being placed in the evaluatee's personnel file.

**2. Association Input.** The District will provide the Association with a copy of any new or changed evaluation form related to educational support professionals prior to the adoption of any such new or changed form and will consider comments of the Association concerning such a new or changed form.

**ARTICLE V  
CONDITIONS OF EMPLOYMENT**

**A. Probationary Period**

Educational support professionals shall have a twelve (12) month probationary period. The Board shall be the sole judge as to whether any probationary educational support professional shall be retained or continued in employment. During an educational support professional's probationary period the Board shall have the sole right to lay off, discipline or discharge an educational support professional and the Board's exercise of such right shall not be subject to the grievance and arbitration procedure.

**B. Discharge or Suspension Without Pay of a Non-Probationary Educational Support Professional**

The suspension without pay or the discharge of a non-probationary educational support professional for reasons other than reduction in force shall be for just cause. If a non-probationary educational support professional believes that he/she has been suspended without pay or discharged for reasons other than reduction in force without just cause, he/she shall have the right to file a grievance in accordance with the provisions of Article IX of this Agreement. In any such arbitration proceeding, the preponderance of evidence standard shall be utilized by the arbitrator.

**C. Holidays**

- 1. Designation of Holidays.** Educational support professionals shall receive twelve (12) holidays without loss of pay. The designated holidays in any given school year will be included in the Board-adopted calendar.
- 2. Eligibility Requirements.** In order to be eligible for holiday pay, employees must work their last full scheduled work day before and the first full work day after the holiday.

**D. Continuing Education**

With the approval of the Assistant Superintendent for Human Resources, each employee may attend outside of his/her normal work week workshop(s) or college courses to improve job skills totaling not more than forty-two (42) clock hours per school year and be reimbursed at the employee's regular rate of pay. Denial of a request is not subject to the grievance or arbitration provisions of this Agreement.

**E. Substitute Teaching/Class Coverage**

An ESP with the necessary license to be utilized as a substitute teacher and who is assigned to substitute teach or to cover a class when a teacher is at a school related meeting during the workday, and no substitute is provided, shall receive the ESP's regular hourly rate plus \$15.00 per hour for the 2022-2023 school year.

The hourly rate will increase to \$15.30 per hour for the 2023-2024 school year (2% increase) and \$15.61 per hour for the 2024-2026 school year (2% increase).

For the remaining school years covered by this Agreement, the hourly rate shall increase annually equal to the percentage attributable to the corresponding fiscal year in accordance with the Illinois *Property Tax Extension Limitation Law* (PTELL), commonly referred to as the “tax cap,” subject to an annual floor of 1.0% and a ceiling of 2.0%. More specifically, the percentage increase shall be equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers in the U.S. (CPI-U), as published by the U.S. Department of Labor’s Bureau of Labor Statistics, two calendar years prior to the year in which taxes are actually extended (collected) (i.e., December 2022 for 2024-2025).

#### **F. School Calendar**

The membership of the Calendar Committee shall normally consist of one PRTAA representative and one Administrative representative. These meetings will total no more than six (6) hours.

#### **G. Personal Care Attendant**

Educational support professionals who are consistently responsible for providing care to students that includes one or more of the following: diapering/toileting, tube feeding, or oral feeding shall accrue an annual stipend of \$1,281.83 for the 2022-2023 school year, \$1,307.47 for the 2023-2024 school year, and \$1,333.62 for the 2024-2025 school year.

For the remaining school years covered by this Agreement, the stipend shall increase annually equal to the percentage attributable to the corresponding fiscal year in accordance with the Illinois *Property Tax Extension Limitation Law* (PTELL), commonly referred to as the “tax cap,” subject to an annual floor of 1.0% and a ceiling of 2.0%. More specifically, the percentage increase shall be equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers in the U.S. (CPI-U), as published by the U.S. Department of Labor’s Bureau of Labor Statistics, two calendar years prior to the year in which taxes are actually extended (collected) (i.e., December 2022 for 2024-2025).

Individuals who are eligible to receive this stipend will be authorized annually by the appropriate District administrator. Adequate training will be provided.

#### **H. Health Assistant**

For the 2022-2023 school year, employees working as health assistants shall accrue an annual stipend of \$1,281.836 and for 2023-2024 shall accrue a stipend of \$1,307.47 and for 2024-2025 shall accrue a stipend of \$1,333.62.

For the remaining school years covered by this Agreement, the stipend shall increase annually equal to the percentage attributable to the corresponding fiscal year in accordance with the Illinois *Property Tax Extension Limitation Law* (PTELL), commonly referred to as the “tax

cap,” subject to an annual floor of 1.0% and a ceiling of 2.0%. More specifically, the percentage increase shall be equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers in the U.S. (CPI-U), as published by the U.S. Department of Labor’s Bureau of Labor Statistics, two calendar years prior to the year in which taxes are actually extended (collected) (i.e., December 2022 for 2024-2025).

## **I. Lunch Supervision**

When an educational support professional is asked to supervise a student lunch period during the educational support professional’s duty-free lunch period, the educational support professional will receive lunch supervision pay of \$24.61 per duty free lunch period for the 2022-2023 school year, \$25.11 per duty free lunch period for the 2023-2024 school year, and \$25.61 per duty free lunch period for the 2024-2025 school year.

For the remaining school years covered by this Agreement, the lunch supervision pay rate shall increase annually equal to the percentage attributable to the corresponding fiscal year in accordance with the Illinois *Property Tax Extension Limitation Law* (PTELL), commonly referred to as the “tax cap,” subject to an annual floor of 1.0% and a ceiling of 2.0%. More specifically, the percentage increase shall be equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers in the U.S. (CPI-U), as published by the U.S. Department of Labor’s Bureau of Labor Statistics, two calendar years prior to the year in which taxes are actually extended (collected) (i.e., December 2022 for 2024-2025)

## **ARTICLE VI HOURS OF WORK AND OVERTIME**

### **A. Application of this Section**

The purpose of this Section is intended only as a basis for calculating overtime, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, per week, or per year.

### **B. Normal Work Day**

The normal work day for full-time educational support professionals shall not exceed seven (7) hours per day exclusive of the educational support professional's unpaid lunch period and any assigned extra duties (e.g., bus duty). Unless their arrival and departure times are set differently by educational support professionals' supervisors to meet student needs which may only occur with the approval of the educational support professional affected, educational support professionals at Jefferson and the elementary schools shall report to work on a normal work day twenty (20) minutes prior to the start of the student day (as that time is set forth in the Student Handbook) and shall depart ten (10) minutes after the end of the student day, including the shortened student day on Early Release Wednesdays. educational support professionals at the middle schools shall report to work thirty (30) minutes prior to the start of the student day and shall depart twenty (20) minutes after the end of the student day, including the shortened student day on Early Release Wednesdays.

Each full-time educational support professional shall be entitled to a duty-free lunch period of at least thirty (30) minutes. Additionally, each educational support professional will be entitled to one (1) paid break of at least fifteen (15) minutes to be assigned by his/her supervisor. The break period will be scheduled during the day while students are in attendance and may be attached to the thirty (30) minute duty-free lunch with approval of the educational support professional's supervisor.

Any work performed by an educational support professional beyond the regular work day must be approved in advance by the educational support professional's principal. Payment for such work will be made on the pay day following submission of approved time sheets. Time sheets (or an alternative electronic time-keeping record, if applicable) must be submitted by the end of the work week in which the work occurs. Educational support professionals assigned to perform bus or door duty and who actually work beyond the normal work day in order to complete such duties will be deemed to have received advance approval.

### **C. Overtime Pay**

Educational support professionals shall be paid time and one-half their regular straight-time hourly rate of pay for any hours actually worked in performing their duties and responsibilities as educational support professionals which are in excess of forty (40) hours in a given week. Overtime must be approved in advance by the educational support professional's principal. Any assigned and approved hours worked beyond the educational support



professional's regularly scheduled hours of work per week up to and including forty (40) hours shall be paid at the educational support professional's straight-time hourly rate of pay.

With preapproval from the Administration, educational support professionals shall be granted the opportunity to obtain compensation equivalent to at the minimum, two (2) of their regular workdays during each year covered by this Agreement. Thus, the educational support professional will have the opportunity to receive full pay for at least 197 days each school year.

**D. Changes in Normal Work Day**

Should it be necessary in the District's judgment to establish work schedules departing from the normal work day, the District will give as much advance notice of such changes as practicable to all employees affected by such change. Unless the educational support professional voluntarily consents, no educational support professional shall be assigned a split work day.

**E. No Pyramiding**

Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

## **ARTICLE VII VACANCIES AND TRANSFERS**

### **A. Posting of Vacancies**

The administration shall post on the District website notices of all vacancies for positions covered by this Agreement prior to filling any such vacancies. All interested employees shall have a reasonable opportunity to apply and be considered for such vacancy.

Ten (10) days after the expiration of the posting, the Assistant Superintendent for Human Resources or designee will notify the applicants of the disposition of the application. If posted vacancies lack specific information relating to the vacancy, such information will be available by contacting the Assistant Superintendent for Human Resources or the Director of Special Education/Pupil Services. Nothing herein shall be construed to require the Board to fill any position. Vacancies shall be posted only after honorably dismissed employees have been given the opportunity to exercise their recall rights pursuant to the provisions of Article VIII.

### **B. Transfers**

It is the sole and exclusive responsibility of the administration to assign or transfer educational support professionals. Before making assignments of educational support professionals for the following school year, the administration will consider written transfer requests submitted to the Assistant Superintendent for Human Resources prior to the end of the school year. The employee shall receive written acknowledgement, in a timely manner, that a request for transfer was received.

In addition, educational support professionals who are transferred during the current school year or at the end of the school year shall be given a chance to meet with the Assistant Superintendent for Human Resources to discuss the transfer. educational support professionals will be informed about transfers directly involving them as soon as reasonably possible under the circumstances.

**ARTICLE VIII  
SENIORITY, LAYOFF AND RECALL**

**A. Definition of Seniority**

For the purposes of layoff and recall, seniority shall be calculated based on full-time service in accordance with the following guidelines:

1. A full-time educational support professional is one who is employed full-time for the full 183-day school year.
2. An educational support professional who works less than full-time shall accumulate prorated seniority credit. For example, if a full-time educational support professional was hired 20 school days after the start of the school year, the prorated seniority credit would be 163 days divided by 183 = which would convert to .89 of a full year of service. If an educational support professional worked one-half day for a full year, the prorated seniority credit would be 183 days x .5 = 91.5 days which, in turn, would convert to .5 of a full year of service.
3. While seniority is not terminated because of an absence due to an approved leave, no seniority credit shall be granted for a leave of absence approved by the Board.
4. If seniority is equal for educational support professionals, then the date on which the educational support professionals have signed their employment contracts shall be used to determine the seniority ranking.
5. Any educational support professional who is voluntarily or involuntarily transferred to a new position within a different category shall maintain seniority in the original position category but shall not accrue any further seniority in that category. In the new position category, the educational support professional must begin to accrue seniority anew (i.e., the employee does not carry over the years of seniority from the prior position).

Educational support professionals who have not successfully completed their probationary period shall not have seniority for the purposes of this Article.

**B. Layoffs**

If the Board determines to remove an educational support professional or reduce the hours an educational support professional works for reasons of reduction in force, educational support professionals shall be laid off in the reverse order of their service in the district (seniority) within each of the following categories:

1. Special Education Program Assistants, Learning Resource Center Assistants, and Regular Education Teacher Assistants
2. Health Assistants

The educational support professional with the least seniority in the affected category shall be dismissed or have his/her hours reduced first. If the reduced or dismissed educational support professional has previously accrued seniority in any of the other categories, said educational support professional shall have the right to be transferred to a position in such other categories if such position is held by a less senior educational support professional. Notification of layoff shall be by regular mail and also by either certified mail (return receipt/restricted signature requested) or personal delivery with receipt at least thirty (30) days prior to the dismissal of the employee or the reduction in hours. If a reduction in hours is due to an unforeseen reduction in the number of students, then the written notice must be mailed and given to the educational support professional at least five (5) days before the hours are reduced.

Probationary educational support professionals shall not have seniority for the purposes of this Article.

### **C. Recalls**

If the Board has any educational support professional vacancies for the following school term or within one calendar year from the beginning of the following school term in one of the categories listed in Section B above, the positions thereby becoming available shall be tendered to the non-probationary educational support professionals who were reduced from that category of position in order of seniority.

If there are any remaining vacancies in a given category which the Board is seeking to fill and there are no educational support professionals from that category with recall rights, non-probationary educational support professionals from other categories who were laid off and who have recall rights shall be tendered the vacancies in order of seniority, provided they are qualified by skills, training, ability, and experience to hold the position.

In all cases where a non-probationary educational support professional has the right to be tendered a position as set forth above, a notice of recall shall be sent to the educational support professional by certified mail (return receipt/restricted signature requested) or by personal delivery with a signature receipt to the last address submitted to the Superintendent or his/her designee by the educational support professional. Failure of the educational support professional to affirmatively respond to such notice within ten (10) calendar days of its receipt or within fifteen (15) calendar days of its mailing, whichever is less, shall terminate the responsibility of the Board under this Article; provided, however, if the notice of recall is sent within sixty (60) calendar days prior to the start of the school calendar, failure of the educational support professional to affirmatively respond to such notice within five (5) weekdays of its receipt shall terminate the responsibility of the Board under this Article.

All notices of recall shall include a telephone number of an appropriate administrator in order to facilitate an immediate response. It shall be the responsibility of each educational support professional who is laid off to advise the Superintendent in writing of his/her latest address.

The Board agrees to notify the Association President or his/her designee whenever a notice of recall is sent to an educational support professional.

#### **D. Effects of Layoff**

In addition to the other applicable provisions of this Article, the following provisions shall be applicable to educational support professionals who are laid off:

1. Upon being recalled pursuant to the provisions of this Article, the accumulated and unused sick leave days that the educational support professional had at the time of his/her layoff shall be restored.
2. The educational support professional shall have the right to maintain insurance coverage under COBRA laws by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.
3. While the seniority of a non-probationary educational support professional who is laid off shall not be terminated if the educational support professional is recalled within one calendar year from the beginning of the school term following the educational support professional's layoff, seniority credit shall not accrue during the period of the layoff.

#### **E. Seniority List**

On or before February 1 of each year the Board shall distribute to the Association a seniority list for the educational support professionals showing their accumulated seniority credit calculated in accordance with the provisions of subsection (A) above. The District shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Assistant Superintendent for Human Resources within fifteen (15) calendar days after the Association's receipt of the list.

#### **F. Termination of Seniority**

Seniority and the employment relationship shall be terminated if an educational support professional:

1. quits or resigns;
2. is terminated for cause;
3. retires or is retired;
4. is laid off for one (1) calendar year from the beginning of the school term following a reduction in force;
5. fails to affirmatively respond to a notification of recall within the applicable time period specified above; provided, however, an employee's seniority shall not be terminated if he/she submits satisfactory documentation within the applicable time period specified above that he/she is legally obligated to be employed at another educational institution and has been denied permission to resign from said position;
6. fails to return from an approved leave of absence upon its expiration.

## **ARTICLE IX GRIEVANCE PROCEDURES**

### **A. Definition**

A grievance shall mean that there has been an alleged violation, misinterpretation, or misapplication of the specific terms of any provision in this Agreement.

### **B. Adjustment**

The parties hereto acknowledge that the best procedure for the solution of a problem is through free and informal communication between those involved. Open discussion, reasonable restraint, and a lively interest in the greater good of the education situation should characterize all efforts toward redress. Should these informal procedures fail to bring satisfaction, the grievant may initiate the following course of action.

#### **Step I**

The grievance shall be submitted in writing within twenty (20) days of the alleged grievance or within twenty-five (25) days after the grievant, through the use of reasonable diligence, should have become aware of the event giving rise to the alleged grievance. The alleged grievance shall set forth all known basic relevant facts on which it is based and the provisions of this Agreement allegedly violated and the remedy sought. This grievance shall be presented to the supervisor immediately involved, with a copy provided to the Association Grievance Committee. The supervisor will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievant and the immediately involved supervisor shall be present for the meeting. The Association's representative may be present if requested by the grievant. The supervisor shall provide a written answer regarding the grievance to the grievant and the Association Grievance Committee within ten (10) days after the meeting. This answer shall include the reasons for the decision.

#### **Step II**

If the grievance is not resolved at Step I and the grievant wishes to appeal, the grievant shall refer the grievance in writing to the Superintendent or his/her official designee within ten (10) days after receipt of the Step I answer. The Superintendent or his official designee shall arrange a meeting with the grievant and such representatives as the grievant and/or the Superintendent or his official designee deem necessary to consider facts pertinent to the grievance. Such meeting shall take place within ten (10) days of the receipt of the appeal. Upon conclusion of the meeting, the Superintendent or his official designee shall have ten (10) days in which to provide the written decision with reasons to the grievant and the Association.

#### **Step III**

If the grievance is not resolved at Step II, the grievant may appeal the grievance by submitting a written referral of the grievance to the Board within ten (10) days after receipt of the Step II answer. An appeal to the Board shall be filed with the Superintendent. The Board shall

schedule a time during which to hear the grievance in closed session. If the appeal to the Board is submitted at least eight (8) days prior to a regular Board meeting, it will be scheduled for a grievance meeting at that Board meeting. If the appeal is submitted with less than eight (8) days' notice before the Board's regularly scheduled meeting, then the grievance meeting shall be scheduled for the following regular Board meeting. The Board may determine in its sole discretion to schedule a grievance appeal at a special Board meeting prior to the next regularly scheduled Board meeting. Within ten (10) days from the date of the appeal hearing with the Board, the Board shall provide its written response to the grievance.

#### **Step IV**

If the grievance is not resolved at Step III, the Association shall refer the grievance to binding arbitration within twenty (20) days after receipt of the answer in Step III by filing a demand for arbitration with the American Arbitration Association. The American Arbitration Association Rules for Voluntary Labor Arbitration shall apply.

The arbitrator shall have no right to amend, notify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to him/her in writing by the Board and the Association and shall have no authority to make an award on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions in violation of applicable Federal, State and local laws, and rules and regulations having the force and effect of law which are issued by agencies having regulatory authority over the Board. The arbitrator shall submit in writing his/her decision and award within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later. The award shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement. Consistent with these provisions, the arbitrator shall have the authority to make an award concerning the remedy, if any, that he/she considers to be appropriate.

The fees and expenses of the arbitrator shall be divided equally between the Board and the Association; provided, however, that each party shall be responsible for compensating its own representatives or witnesses.

#### **C. General Guidelines**

1. If the Board challenges the arbitrability of a grievance on the grounds that the grievance was not submitted within the required time limits set forth in Step I, this issue may be processed as part of the grievance in accordance with the Grievance Procedure set forth in this Article. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be considered to be acceptance of the decision rendered at that step. Failure at any step of this procedure to answer a grievance within the specific time limits shall permit the grievant (and the Association with respect to appeals to Step IV) to proceed to the next step.
2. All time limits consist of school days. However, if a grievance is submitted less than ten (10) days before the close of the current school term or during the summer, the time limits shall consist of all weekdays in order that the grievance

may be resolved before the close of the school term or as soon thereafter as possible. School days for purposes of the grievance procedure shall mean employee employment days.

3. If the grievant, the immediately involved supervisor, the Association, and the Superintendent agree, Step I of the grievance procedure may be bypassed and the grievance brought directly to Step II.
4. Class grievances involving two or more employees which involve the same facts may be initially filed by the Association at Step II.
5. The Board acknowledges the right of the Association to participate in the processing of grievances in accordance with the provisions of the *Illinois Educational Labor Relations Act* (IELRA). No employee shall be required to discuss any grievance if the Association's representative is not present.
6. The Board and the Administration shall cooperate with the Association, and vice versa, in investigation of any grievance, and further, they shall furnish each other with such information requested for the processing of any grievance, but this does not involve the preparation of any material or information not already available to the Board, Administration or Association.
7. No reprisals of any kind shall be taken by the Board or the Administration against an employee because of his/her participation in this grievance procedure. Furthermore, the Association shall not participate in any reprisals against administrators or supervisors for any testimony or decisions given because of participation in this grievance procedure.
8. Should the Board or the Superintendent require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits for the investigation or processing of any grievance. The parties agree to schedule arbitration hearings insofar as practicable at times when employees can be present to testify as witnesses without interfering with their teaching or other assigned duties; provided that if an employee is required to testify during his/her regular assignment, said employee shall be released without loss of pay or benefits for the purpose of testifying. In addition, up to two (2) Association representatives shall be released to attend arbitration and/or IELRB hearings without loss of pay or benefits.
9. Grievances, responses to grievances, appeals, and other records dealing with the processing of a grievance shall not be placed in personnel files.
10. A grievance may be withdrawn by the grievant at any level without establishing a precedent.
11. Nothing contained herein shall be construed as limiting the right of any employee to file a grievance in accordance with the procedures set forth herein without the



support or intervention of the Association, provided the Association has been notified and the adjustment is not inconsistent with the terms of this Agreement.

12. Upon written mutual consent, time limits may be extended.
13. If any employee files any claim or complaint in any court of law or other appropriate governmental agency other than the grievance procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through the grievance procedure set forth herein.
14. By the mutual agreement of both parties, a grievance that has been appealed to arbitration in timely fashion may be handled in accordance with the expedited labor arbitration rules of the American Arbitration Association and/or in accordance with such expedited procedures as the parties may mutually agree to.

**ARTICLE X**  
**NON INTERRUPTION OF WORK**

During the term of this Agreement neither the Association nor any employee covered by this Agreement shall instigate, promote or participate in any strike, sympathy strike or other concerted stoppage of work.

The Association shall not be held responsible for actions of individual employees in which it has not participated, instigated or promoted.

**ARTICLE XI**  
**EMPLOYEE FILES (PERSONNEL)**

Each employee shall have the right, upon request, to review the content of any file pertaining to him/her. At the employee's request, a representative of the Association may accompany the employee in this review. Such review shall be by appointment during normal office business hours and in the presence of a designated employee of the Board. No employee shall remove any material from his/her personnel file but shall have the right to make a copy of it. Such review shall not be applicable to the following confidential materials: recommendations by colleges or universities, or evaluations by previous employers. Employees' files shall contain the minimum items of information as follows:

- Required medical information
- All employee evaluation reports
- Copies of all notifications of reemployment
- Copies of all notifications of supplemental duties
- Any other documents which could be used as a basis for discipline, reemployment, demotion, promotion, reassignment, or salary

An employee shall be advised within five (5) school days of placement in his/her file of any document relative to observation, corrective interview, or reemployment. The employee shall have the opportunity of filing a written response to this material in the file within thirty (30) calendar days.

## ARTICLE XII SALARIES AND BENEFITS

### A. Salary

Effective for the 2022-2023, 2023-2024 and 2024-2025 school years, educational support professionals shall be paid the applicable hourly rate in accordance with their placement on the compensation schedules that are attached as Appendix A, Appendix B, Appendix C, and Appendix D, respectively. All three schedules were developed by providing a step increase in the amount of 1.75% over the prior year's hourly rate and also applying an increase in the base in the following amounts:

2022-2023: Raise starting pay from \$17.04/hour to \$19.15/hour  
2023-2024: 3.25%  
2024-2025: 3.25%

The compensation schedules for 2022-2023, 2023-2024, and 2024-2025 are attached hereto as Appendix A, Appendix B and Appendix C.

For the 2022-2023 school year, the hourly rate increase shall be effective July 1, 2022 and any retroactive pay increase owed shall be paid to educational support professionals who are employed with the District on February 16, 2023. The retroactive pay shall be issued within thirty (30) calendar days after the Association and Board have both approved this Agreement. Educational support professionals who were employed during the 2022-2023 school year, but were either dismissed or who resigned prior to February 16, 2023, are not eligible for retroactive pay. Also, six (6) steps were added to the salary schedule in 2022-2023. Despite the addition of the new steps, all educational support professionals, including those who have been on the longevity step for multiple years, will only move one step per year during the life of this Agreement.

The compensation schedules for 2025-2026 and 2026-2027 will be developed by providing a step increase in the amount of 1.5% over the prior year's hourly rate and by also applying a base increase over the prior year's hourly rate that shall be equal to the percentage attributable to the corresponding fiscal year in accordance with the Illinois *Property Tax Extension Limitation Law* (PTELL), commonly referred to as the "tax cap," subject to an annual floor of 1.0% and a ceiling of 2.0%.

More specifically, the percentage increase shall be equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers in the U.S. (CPI-U), as published by the U.S. Department of Labor's Bureau of Labor Statistics, two calendar years prior to the year in which taxes are actually extended (collected) (i.e., December 2022 for 2024-2025). Notwithstanding the percentage increase in the annual CPI-U, however, the base hourly rate increase will not exceed the aforementioned ceiling of 3.25%.

The compensation schedules for the 2025-2026 and 2026-2027 school years will be prepared and posted after the release of the applicable CPI-U.

Newly-hired educational support professionals may be placed at a higher step of the appropriate compensation schedule because of educational background or experience, but the placement shall not be higher than a Step Three.

Educational support professionals will be placed on the appropriate longevity column of the applicable hourly rate schedule (L1, L2 or L3) based on their years of service (see Article XII, Section B):

L1	-	11 to 15 years of service
L2	-	16 to 20 years of service
L3	-	21 + years of service

They will continue to move down steps also until they reach the last step available based on years of service.

#### **B. Longevity Pay**

After completing ten (10) years of service in the District and with the recommendation of their immediate supervisor, educational support professionals will receive longevity pay that is five percent (5%) above the hourly rate for their step. After completing fifteen (15) years of service in the District and with the recommendation of their immediate supervisor, educational support professionals will receive longevity pay that is eight percent (8%) above the hourly rate for their step. After completing twenty (20) years of service in the District and with the recommendation of their immediate supervisor, educational support professionals will receive longevity pay that is fifteen percent (15%) above the hourly rate for their step. Years of District service will be computed on the same basis that seniority is computed as set forth in Article VIII, Section A.

#### **C. Stipends for Extracurricular Responsibilities and Coaching Assignments**

The amount to be paid for acceptance of extracurricular responsibilities and for coaching assignments, if any, for the 2022-2027 school years shall be in accordance with Appendix B attached to the collective bargaining agreement between the Board and the PREA. Required contributions for pension contributions to either the Illinois Municipal Retirement Fund or to the Teachers' Retirement Fund (if the position requires certification) shall be made by the District from the stipend amounts paid to the educational support professionals.

#### **D. Camp Duncan Payment and Great America**

Any educational support professional who works the entire Camp Duncan day/and or overnight and/or Great American field trip will receive the Camp Duncan stipend listed on Appendix B in the PREA contract. If the District does not provide transportation to and from Camp Duncan or Great America and, as a result, an educational support professional must obtain his/her own transportation, the educational support professional will be paid a mileage reimbursement in accordance with the approved IRS rates. If the District adds additional student field trips/outings that fall outside school hours, the District and Association shall meet to bargain the compensation for such trip/outing if educational support professional are expected to attend.

**E. Pay for Unused Sick Leave at Retirement**

Educational support professionals who resign for retirement purposes under IMRF on or before June 30, 2027 only and with at least twelve (12) years of full-time service as an educational support professional in the District shall be paid sixty-five dollars (\$65.00) for each day of accumulated and unused sick leave which an educational support professional has at time of retirement under IMRF, up to a maximum of one hundred (100) days. No such pay shall be made for any day of unused sick leave that is used for additional service credit under IMRF. Said payment shall be made as a post-retirement severance benefit in the month following the month after retirement and is not intended to be added to compensation in the educational support professional's final year of service.

**F. District Retirement Recognition Program**

Educational support professionals who resign for retirement purposes under IMRF on or before June 30, 2027 only and have twelve (12) years of service as an educational support professional in District 64 shall receive a retirement benefit as a post-retirement lump sum payment in the amount of three hundred twenty-five dollars (\$325.00) for each year of service as an employee of District 64, not to exceed twenty (20) years. Irrevocable notice of intent to retire must be submitted by February 1, 2027 except for during the 2022-2023 school year during which the irrevocable notice of intent to retire must be submitted by April 3, 2023. Only those educational support professionals who remain employed at their current work load up to the date of retirement indicated in their irrevocable notice shall be eligible for the service recognition payment. Payout of the service recognition lump sum shall occur no later than the first payroll of the month following the month after the educational support professional's resignation.

## G. Insurance Provision

### 1. Health Insurance Programs.

Effective September 1, 2022, for all full-time educational support professionals who are covered by the District's medical-surgical programs (or who request and are eligible to be covered in the thirty-day period prior to September 1), such educational support professionals shall pay the following percentage per month for the premium cost of the coverage option selected:

	Effective 09/01/2022	2022-2023 Monthly	% DISTRICT PAYS	District Monthly Share	Dist share 24 Pays	% EMPLOYEE PAYS	Employee Monthly Share
NIHIP PPO 350	Emp	\$ 1,025.33	90.00%	\$ 922.81	\$ 461.40	10.00%	\$ 102.52
	Emp + 1	\$ 2,023.96	67.00%	\$ 1,356.05	\$ 678.03	33.00%	\$ 667.91
	Family	\$ 2,898.64	61.00%	\$ 1,768.17	\$ 884.09	39.00%	\$ 1,130.47
PPO 750	Emp	\$ 893.06	97.00%	\$ 866.27	\$ 433.13	3.00%	\$ 26.79
	Emp + 1	\$ 1,762.86	76.00%	\$ 1,339.77	\$ 669.89	24.00%	\$ 423.09
	Family	\$ 2,524.69	69.00%	\$ 1,742.04	\$ 871.02	31.00%	\$ 782.65
PPO 1200	Emp	\$ 790.37	96.9000%	\$ 765.87	\$ 382.93	3.10%	\$ 24.50
	Emp + 1	\$ 1,560.59	85.5000%	\$ 1,334.30	\$ 667.15	14.50%	\$ 226.29
	Family	\$ 2,234.98	78.5000%	\$ 1,754.46	\$ 877.23	21.50%	\$ 480.52
HDHP 1400	Emp	\$ 837.05	97.0000%	\$ 811.94	\$ 405.97	3.00%	\$ 25.11
	Emp + 1	\$ 1,652.34	78.0000%	\$ 1,288.83	\$ 644.41	22.00%	\$ 363.51
	Family	\$ 2,366.42	72.0000%	\$ 1,703.82	\$ 851.91	28.00%	\$ 662.60
HMOI-20 HMO Illinois 20	Emp	\$ 575.11	95.8400%	\$ 551.19	\$ 275.59	4.16%	\$ 23.92
	Emp + 1	\$ 1,135.27	67.9600%	\$ 771.53	\$ 385.76	32.04%	\$ 363.74
	Family	\$ 1,625.86	63.2400%	\$ 1,028.19	\$ 514.10	36.76%	\$ 597.67
BAHMO30 BLUE ACCESS 30	Emp	\$ 533.49	95.8400%	\$ 511.30	\$ 255.65	4.16%	\$ 22.19
	Emp + 1	\$ 1,053.12	67.9600%	\$ 715.70	\$ 357.85	32.04%	\$ 337.42
	Family	\$ 1,508.20	63.2400%	\$ 953.79	\$ 476.89	36.76%	\$ 554.41
MET LIFE Dental ORTHO MAX PPO	Emp	\$ 41.05		\$ 41.05	\$ 20.53		\$ -
	Emp + 1	\$ 79.18		\$ 41.05	\$ 20.53		\$ 38.13
	Family	\$ 127.16		\$ 41.05	\$ 20.53		\$ 86.11
"NEW" BCBSIL HMO DENTAL	Emp	\$ 29.24		\$ 29.24	\$ 14.62		\$ -
	Emp + 1	\$ 52.67		\$ 29.24	\$ 14.62		\$ 23.43
	Family	\$ 89.74		\$ 29.24	\$ 14.62		\$ 60.50
NIHIP VSP VISION BUY-UP	EMP	\$ 7.93				100%	\$ 7.93
	Couple & Family	\$ 22.32				100%	\$ 22.32

The above amounts represent the educational support professional's monthly share of the premium for the first year of the Agreement. Rates for each future year will be increased by the lesser of (1) the total rate of increase for premiums as calculated by the insurance provider, or (2) ten percent (10%).

The Board will continue to pay sixty dollars (\$60) per month (\$720 per year) towards the premiums of group loss of income insurance, group term life

insurance, group long term disability insurance, or tax-sheltered annuities, during the term of this Agreement for full-time employees who have waived the District's health insurance coverage and were receiving the sixty dollars (\$60) per month payment prior to July 1, 2016. No other employees are eligible for the sixty dollars (\$60) per month payment set forth in this paragraph.

2. **Part-Time Employee Coverage.**

Employees who are employed on at least a 50% or more basis but less than full-time shall receive the applicable pro-rata amount.

Example: For an employee employed on a 75% basis who requests to be covered by the District's medical-surgical programs, the Board shall pay 75% of the amount that the Board pays monthly for full-time employees for the coverage selected and the employee shall pay the remaining amount.

3. **Insurance Information.** The Association President shall be provided with reasonable access to the master contracts for the District's medical-surgical programs covering bargaining unit employees, as well as any riders or revisions thereto which the District receives from its carriers and health care providers. In addition, the PRTAA President shall be provided, upon written request, relevant and available information pertaining to the District's insurance and annuity programs. Nothing herein shall require the Board to compile any information or data which has not already been compiled.

4. **Insurance Changes.** The Board shall have the right to change insurance carriers or otherwise provide for coverage as long as the level of benefits is substantially the same or better. Before the Board changes insurance carriers or otherwise provides for coverage, the Association shall be given advance notice and an opportunity to present its views through its participation in the District Insurance Committee.

5. **Section 125 Plan.** The Board will offer to all educational support professionals the opportunity to participate in a flexible spending arrangement (FSA) for health care premiums, dependent care assistance, and medical care reimbursement as specified in Section 125 of the *Internal Revenue Code*. The District will administer the plan and assume all costs incurred in its administration.

6. **District Insurance Committee.**

The District Insurance Committee ("Committee") will be continued during the term of this Agreement for the purpose of reviewing avenues and options to contain or decrease the cost of current and future health insurance and to make recommendations concerning same. The Committee will continue to be comprised of, but not limited to, a teacher representative from each building and representatives from each of the educational support professional staff and the custodial staff. The chair of the Committee shall be a District administrator



designated by the Superintendent who shall be responsible for scheduling meetings and preparing written information for each meeting. The Committee will meet as necessary but at least two (2) times per year. The work of the Committee shall be collaborative in order to promote a wide range of views and opinions as insurance options are reviewed. It shall have access to necessary information in order to do this. The Committee chair will provide these materials to committee members; however, the chair will protect the confidentiality of individual plan participants as required by applicable law. The Committee may meet with consultants as needed.

**7. Health Care Tax Negotiations.**

- a. If, during the life of this Agreement, a law is adopted that taxes health care benefits of educational support professionals, the Agreement shall be re-opened to negotiate salary and health care benefits for each remaining year of this Agreement.

**H. Dental Insurance**

Employees shall be covered by a Board paid dental plan for individual employee coverage. Employees may purchase dependent coverage under said plan at a cost not to exceed the difference between the premium of the single coverage and the premium of the chosen dependent coverage.

**I. Term Life Insurance**

The Board will pay to the estate or the named beneficiary of a deceased employee or person named by the employee in written direction filed with the District the sum of \$50,000.

**J. Voluntary Long-Term Disability Insurance**

The Board will offer a voluntary long-term disability insurance plan which employees may elect to participate in at their own expense. The plan will be selected with the advice of the District's Insurance Committee and will be designed to coordinate with the disability coverage provided by the Illinois Municipal Retirement Fund and workers' compensation.

**K. Payroll Deductions**

Payroll deductions shall be by written consent for the following items over twenty-four (24) pay checks in a twelve (12) month period according to the individual employee's wage agreement:

1. Tax-sheltered annuities.
2. Credit Union - A loan amount or share amount may be deducted upon filing a payroll deduction form. A Credit Union payroll deduction may be canceled by notifying the business office. These deductions are not to fluctuate monthly.

3. Park Ridge Community Fund – Limited to six months.
4. Hospital and protection insurance premiums.
5. Membership in the Association and its state and national affiliates, IEA and NEA (authorization forms supplied by the Association).
6. All deductions for Credit Union, tax-sheltered annuities, and Association dues shall be remitted within thirty (30) days of the deduction.

**ARTICLE XIII  
LEAVES OF ABSENCE**

**A. Time Off With Pay**

All full-time employees will be awarded sick leave and/or personal business leave annually according to the following schedule:

<b>Years of experience in the District</b>	1	2	3	4	5	6+	27+
<b>Sick leave days (personal, family or household)</b>	10	10	12	12	15	15	17
<b>Personal business days</b>	3	3	3	3	3	3	3

1. **Sick Leave.** As authorized in the *School Code*, sick leave days may be used for personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. “Immediate family” shall mean the employee’s parents, spouse, brothers, sisters, children, sons-in-law, daughters-in-law, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.

Pursuant to the *Illinois School Code*, the employee may use up to thirty (30) accumulated sick leave days because of the birth of a child without submitting medical certification. These thirty (30) days must be used consecutively when used for birth except that the right to use such days will not be diminished by intervening breaks (winter/spring/summer recess) or holidays. If an employee is on FMLA leave because of the birth of a child, the employee must first use his/her accumulated thirty (30) sick leave days per the *School Code* for the first thirty (30) workdays of the FMLA leave and then the remainder of the FMLA leave will be unpaid unless the employee can submit medical certification justifying continued use of accumulated sick leave.

For use of paid sick leave or adoption or foster care, the employee shall provide evidence that the formal process is underway. Sick leave used for this purpose is limited to thirty (30) working days but need not be used consecutively.

2. **Personal Leave.** Personal business leave shall be used for only those absences for personal business which cannot be scheduled or handled on days or at times other than during working hours. Examples of such leave shall include religious holidays, mandatory appearances for legal proceedings, graduations and weddings in the family, and attendance at funerals for persons not included within the definition of “immediate family,” but shall not include such things as planned vacations and remunerative activities or any activity that can realistically be scheduled during non-school time.

No more than two (2) personal days shall be taken consecutively, and personal days may not be used immediately prior to or following a holiday, a three-day weekend, or an extended holiday period except in an extreme emergency, and

then only with the Superintendent's or designee's approval as exercised in his/her sole discretion. Additional emergency personal business days may be granted under extenuating circumstances in the sole discretion of the Superintendent. Employees who are employed on at least a 50% or more basis but less than full-time shall receive sick leave and personal business days on a pro-rata basis. Example: An employee employed on a 50% basis in his/her first year with the District shall be allowed ten (10) one-half sick leave days (personal and family) and two (2) one-half personal business days without loss of pay.

3. **Religious Leave.** When an educational support professional's religion requires worship or observance that cannot be performed other than during school hours, and observance is not otherwise provided in the school calendar, up to two (2) days with pay may be taken annually. Any such days shall be deducted from unused sick leave days.
  
4. **Maximum Accumulation.** All unused days (sick leave or personal business) shall accumulate as sick leave days to a maximum of 275; provided, however, the maximum accumulation shall be determined at the end of the school year. Example: An employee with 275 accumulated sick leave days at the end of the school year shall be credited with an additional 15 sick leave days and 3 personal business days at the start of the next school year, with the understanding that the maximum number of accumulated sick leave days at the end of said school year shall not exceed 275, regardless of whether the employee uses any of said 15 sick leave days or said 3 personal business days.

Sick leave days may not be used for personal days, but personal days may be used for sick leave days, and when not used, added to the accumulation of unused sick leave days. Up to three (3) personal business leave days may be accumulated and carried over to the following year, up to a maximum of six (6). Example: If an educational support professional does not use any personal business leave days during the 2022-2023 school year, the three (3) unused personal business leave days shall be carried over to the 2023-2024 school year, giving the educational support professional a total of six (6) personal leave days with the additional allotment of three (3) personal business leave days for the 2023-2024 school year. If this same educational support professional uses two (2) personal business leave days during the 2023-2024 school year, three (3) days shall be carried over to the 2024-2025 school year and one (1) day shall be added to the educational support professional's accumulated sick leave days subject to the agreement specified maximum accumulation.

## **B. Notification of Accumulated Sick and Personal Leave Days**

An accounting of accumulated sick leave and personal leave shall be electronically available to each employee by October 25.

### C. Parental Leave

The Board shall grant parental leave without pay for all non-probationary educational support professionals upon written request, which request shall be filed in writing no later than 120 days prior to the anticipated birth of the child or upon ascertainment of such condition, whichever shall be later. All such leaves shall include a plan for the commencement and termination of the leave as determined by the non-probationary educational support professional and the Superintendent or the Superintendent's designee, and a representative of the Association, if an Association representative is requested by the non-probationary educational support professional. The primary consideration in developing the plan shall be that the continuity of instruction for the students be maintained to the maximum degree possible. Leave shall be for a maximum length of one (1) full school year; provided that if the leave begins on or after November 1, then the maximum length shall be the remainder of the current school year plus one (1) additional year. Any request for such leave to commence prior to November 1 shall commence the first day of the school year. Parental leave shall be subject to the following conditions:

1. A non-probationary educational support professional who desires to take unpaid parental leave for purposes of birth and child-care of a newborn shall submit a written request to the Superintendent or designee no later than 120 calendar days prior to the anticipated birth of the child. The application shall indicate the proposed starting and ending dates of the leave and shall be accompanied by a written statement from the educational support professional's obstetrician or legally-qualified health care provider indicating the expected date of delivery and an opinion whether she may safely continue in employment, including the performance of all regular duties. In addition, an educational support professional returning from parental leave for birth and care of a newborn shall submit evidence from her qualified physician indicating that she is medically able to perform all of her teaching duties.
2. Sick leave provisions in this Agreement and parental leave shall not be applicable at the same time, provided that parental leave may commence immediately before and/or immediately after use of sick leave for maternity disability purposes or adoptive purposes as herein provided. Accumulated sick leave shall be restored to the teacher upon return to employment in the District.
3. A non-probationary educational support professional who desires to take unpaid parental leave for purposes of adoption or placement for adoption shall submit a written request to the Superintendent or designee of the anticipated date of adoption or placement of the child with the adoptive parent(s). If possible, application shall be made at least 120 calendar days, or as soon as practicable, prior to the anticipated date of adoption or placement. It shall be the responsibility of the educational support professional to keep the Superintendent or designee informed of the status of the proceedings and, as soon as known, the expected date of the delivery of the child.
4. As with any other unpaid leave, any educational support professional granted parental leave may make arrangements to continue coverage under the District's

medical-surgical program at his/her own expense during his/her leave. For that portion of parental leave that also qualifies as leave under the FMLA, the educational support professional shall receive insurance coverage pursuant to the provisions of Section F above for up to the maximum period of time provided under the *Family and Medical Leave Act* (i.e., up to twelve (12) weeks within a year).

5. Any non-probationary educational support professional granted parental leave who has worked at least one hundred and twenty (120) days of the school year prior to going on parental leave shall be considered to have completed a full year for purposes of advancement on the salary schedule and pro-rata seniority credit if otherwise eligible.
6. Non-probationary educational support professionals on an approved parental leave shall be subject to the provisions of Article VIII (Seniority, Layoff and Recall).
7. While on parental leave a non-probationary educational support professional will not engage in substantial alternative employment.
8. Any time spent on parental leave, including any use of sick leave as provided in subsection 1 above, for which an employee could take leave under the Family and Medical Leave Act of 1993 shall be deemed to be FMLA leave as well.

#### **D. Family and Medical Leave Act of 1993**

The Board may adopt policies to implement the *Family and Medical Leave Act of 1993* (FMLA) that are in accord with what is legally permissible under the Act. Examples of the purposes for which eligible employees can use FMLA leave include:

1. birth and/or care of a newborn child within the twelve (12) months after the birth of the child;
2. placement of a child for adoption or foster care within the twelve (12) months after the placement of the child;
3. care of an educational support professional's spouse, child, or parent with a serious health condition;
4. treatment of an educational support professional's own serious health condition; and
5. certain military-related purposes.

#### **E. Other Leave Provisions**

A leave of absence without pay of up to one (1) year may be granted to any full-time educational support professional, upon application and approval, in the sole discretion of the Board, for the purpose of study, travel, or personal business. No experience step increase shall be

granted on the salary schedule for the period of such leave. Such leave may be extended for up to an additional one (1) year under the same terms and conditions.

**F. Workers' Compensation**

The Board shall pay the State of Illinois prescribed workers' compensation payment to an employee who is determined to be eligible to receive workers' compensation pursuant to 820 ILCS 305/1 *et seq.* Said educational support professional may elect to receive any additional sick leave compensation paid by the Board and available to the educational support professional (i.e., 1/3<sup>rd</sup> of a sick day to bring the employee to full salary) or to receive only the workers' compensation benefits to which the educational support professional is entitled (i.e., 2/3<sup>rd</sup> of salary).

**ARTICLE XIV**  
**PRIORITY OF DOCUMENTS**

In the event of conflict between this document and other written policies of the Board, this Agreement, if applicable, takes priority over and controls the others.



**ARTICLE XV**  
**NEGOTIATION PROCEDURES**

The parties agree to begin negotiations by March 1 in which this Agreement terminates, unless otherwise agreed. Should the parties require the assistance of a mediator, either party may request assistance from the Federal Mediation and Conciliation Service (FMCS). The submission of a request to FMCS by one party shall obligate the other party to join in such request.

**ARTICLE XVI**  
**ENTIRE AGREEMENT**

This Agreement supersedes and cancels all previous agreements between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

**ARTICLE XVII  
WAIVER OF BARGAINING**

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to during such collective bargaining process, or any item covered specifically in this Agreement. This provision shall not, however, prohibit the parties from mutually agreeing to alter, change, add to, delete or otherwise voluntarily modify this Agreement in accordance with Article XVII.

**ARTICLE XVIII**  
**APPLICABLE STATE LAW**

This Agreement shall be governed by the laws of the State of Illinois and constitutes the entire Agreement between the Park Ridge Teacher Assistants' Association and the Board of Education, Community Consolidated School District 64, and shall be changed only in writing signed by both parties.

**ARTICLE XIX**  
**SAVINGS CLAUSE**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.

**ARTICLE XX**  
**RATIFICATION AND DURATION OF AGREEMENT**

This Agreement, upon ratification first by the Association and then by the Board, shall be binding upon both parties. This Agreement shall remain in effect through 11:59 p.m. of the day prior to first day of school in 2027.

**ARTICLE XXI  
APPROVAL**

**For the Park Ridge Teacher  
Assistants' Association**

**For the Board of Education  
District 64**

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date Ratified

\_\_\_\_\_  
Date Ratified

**APPENDIX A**  
**2022-2023 PRATA HOURLY SALARY RATES**

2022-2023	Step	Base	Lane 1	Lane 2	Lane 3	Lane 4
	1	\$ 19.15				
	2	\$ 19.49				
	3	\$ 19.83				
	4	\$ 20.17				
	5	\$ 20.53				
	6	\$ 20.89				
	7	\$ 21.25				
	8	\$ 21.62				
	9	\$ 22.00				
	10	\$ 22.39				
	11	\$ 22.78	\$ 23.92			
	12	\$ 23.18	\$ 24.34			
	13	\$ 23.58	\$ 24.76			
	14		\$ 25.19			
	15		\$ 25.64			
	16		\$ 26.08	\$ 26.83		
	17		\$ 26.54	\$ 27.30		
	18			\$ 27.78		
	19			\$ 28.26		
	20			\$ 28.76		
	21			\$ 29.26	\$ 31.16	
	22			\$ 29.77	\$ 31.70	
	23				\$ 32.26	
	24				\$ 32.82	
	25				\$ 33.40	
	26				\$ 33.98	
	27				\$ 34.57	
	Longevity					\$ 35.06



**APPENDIX B**  
**2023-2024 PRATA HOURLY SALARY RATES**

2023-2024	Step	Base	Lane 1	Lane 2	Lane 3	Lane 4
	1	\$ 19.77				
	2	\$ 20.12				
	3	\$ 20.47				
	4	\$ 20.83				
	5	\$ 21.19				
	6	\$ 21.56				
	7	\$ 21.94				
	8	\$ 22.33				
	9	\$ 22.72				
	10	\$ 23.11				
	11	\$ 23.52	\$ 24.69			
	12	\$ 23.93	\$ 25.13			
	13	\$ 24.35	\$ 25.57			
	14		\$ 26.01			
	15		\$ 26.47			
	16		\$ 26.93	\$ 27.70		
	17		\$ 27.40	\$ 28.19		
	18			\$ 28.68		
	19			\$ 29.18		
	20			\$ 29.69		
	21			\$ 30.21	\$ 32.17	
	22			\$ 30.74	\$ 32.73	
	23				\$ 33.31	
	24				\$ 33.89	
	25				\$ 34.48	
	26				\$ 35.08	
	27				\$ 35.70	
	Longevity					\$ 36.20

**APPENDIX C**  
**2024-2025 PRATA HOURLY SALARY RATES**

2024-2025	Step	Base	Lane 1	Lane 2	Lane 3	Lane 4
	1	\$ 20.41				
	2	\$ 20.77				
	3	\$ 21.13				
	4	\$ 21.50				
	5	\$ 21.88				
	6	\$ 22.26				
	7	\$ 22.65				
	8	\$ 23.05				
	9	\$ 23.45				
	10	\$ 23.86				
	11	\$ 24.28	\$ 25.49			
	12	\$ 24.70	\$ 25.94			
	13	\$ 25.14	\$ 26.39			
	14		\$ 26.86			
	15		\$ 27.33			
	16		\$ 27.80	\$ 28.60		
	17		\$ 28.29	\$ 29.10		
	18			\$ 29.61		
	19			\$ 30.13		
	20			\$ 30.65		
	21			\$ 31.19	\$ 33.21	
	22			\$ 31.74	\$ 33.79	
	23				\$ 34.38	
	24				\$ 34.99	
	25				\$ 35.60	
	26				\$ 36.22	
	27				\$ 36.85	
	Longevity					\$ 37.38

**APPENDIX D**  
**2025-2026 PRTAA HOURLY SALARY RATES**

TO BE DETERMINED AFTER DECEMBER 2023 CPI IS RELEASED

**APPENDIX E**  
**2026-2027 PRTAA HOURLY SALARY RATES**

TO BE DETERMINED AFTER DECEMBER 2024 CPI IS RELEASED

To: Board of Education  
 Dr. Eric Olson, Superintendent  
 From: Dr. Adam Parisi, Chief School Business Official  
 Mr. Tony Bersani, Director of Facility Management  
 Date: March 6, 2023  
 Re: Approval of Summer 2023 Construction Projects

There are only two construction projects identified to be completed in the summer of 2023. Both projects will be paid out of the capital projects fund. As most summer projects, monies will be paid out of both the FY23 and FY24 budgets.

The first project is to replace the carpet in all the hallways, music, and office areas of Emerson Middle School. The District is using cooperative pricing in the same way as we purchased some mechanical equipment and labor associated with the Jefferson Renovation Project in 2022. The carpet at Emerson is the original and was installed when the school was built 25 years ago. There is considerable wear and tear and has stains that cannot be removed. The new carpeting is of a better quality, has anti-microbial agents in them, and is easier to clean and maintain.

The second project is the mitigation and restoration of the Lincoln interior and exterior LRC east and west walls. The District has hired Newman Associates as the construction manager for this job as they specialize in moisture migration and restoration.

A two-year study was conducted to determine the extent of the moisture held in the walls and how to mitigate the issue. In 2017, the outside of the building was tuckpointed and the interior walls were painted and sealed. However, the most recent study showed that high levels of moisture are still being retained in the walls causing the spalling of the interior brick. This project will take a different approach as the windows and lentils were not previously addressed.

It is recommended that the walls remain unpainted for one year to allow the brick wall to breath and dry. Brick structures are designed to breathe and let moisture escape out through primarily the mortar joints, which are purposely made a lot softer than the bricks it is holding in place. Mortar is the sacrificial component of masonry. In the process of acting as a transport for moisture, it eventually falls apart, but the bricks stay intact.

When painting contractors paint brick, it interferes with the design of the masonry and, therefore, the moisture gets trapped. It finds its way inside of the building, or causes the paint to fail and the brick to deteriorate, or both. At that time, a further moisture study will be conducted. Newman bid the project and three masonry contractors submitted bids.

<b>Emerson Flooring Project</b>	
<b>Carpet Product</b>	<b>Cooperative Bid Price</b>
<b>Milliken through Omnia</b>	<b>\$247,991.00</b>
<b>Patcraft through Sourcewell</b>	<b>\$293,996.00</b>

<b>Lincoln LRC Restoration Project</b>	
<b>Contractor</b>	<b>Bid</b>
<b>Mark 1</b>	<b>\$182,430.00</b>
Western Specialties	\$222,940.00
Brennan Masonry	\$218,230.00

ACTION ITEM 23-03-04

I move that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the awarding of the Emerson Flooring Contract to Consolidated Flooring for \$247,991.00.

The votes were cast as follows:

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

AYES:

NAYS:

PRESENT:

ABSENT:

ACTION ITEM 23-03-05

I move that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the awarding of the Lincoln LRC Restoration Project to Mark 1 for \$182,430.00.

The votes were cast as follows:

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

AYES:

NAYS:

PRESENT:

ABSENT:

To: Board of Education  
Dr. Eric Olson, Superintendent  
From: Dr. Adam Parisi, Chief School Business Official  
Date: March 6, 2023  
Re: Discussion & Approval of Quest Food Management Services Contract Renewal

In the spring of 2022, the Board of Education approved a one-year extension to the Quest Food Management Services contract. Quest has done an excellent job keeping up with our changing status and has not missed a beat in delivering meals to our students.

Given another positive performance year by Quest, the administration is recommending Quest as our food service provider based on the service and quality of food we are receiving. All management and administrative fees should be covered by the revenues that Quest receives through the sale of lunches to the families (attachment 1).

ACTION ITEM 23-03-6

I move that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois approve the extension of the Quest Food Services Contract for the 2023-2024 school year.

The votes were cast as follows:

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

AYES:

NAYS:

PRESENT:

ABSENT:

**RESTATED AND AMENDED**  
**FOOD AND BEVERAGE SERVICES AGREEMENT**

This RESTATED AND AMENDED FOOD AND BEVERAGE SERVICES AGREEMENT is entered into this 16th day of February, 2023, by and between PARK RIDGE-NILES COMMUNITY CONSOLIDATED SCHOOL DISTRICT 64 ("Client"), an Illinois non-profit organization with its principal office at 164 South Prospect Avenue, Park Ridge, Illinois 60068 and QUEST FOOD MANAGEMENT SERVICES, INC. an Illinois corporation, with offices at 2500 South Highland Suite 250, Lombard, Illinois, 60148 ("Quest"), and restates and amends that certain Food and Beverage Services Agreement entered into by the Parties on April 24, 2017 ("Existing Agreement") in its entirety. The Parties agree that this Agreement is not a novation of the Existing Agreement. All rights and obligations of the Parties under the Existing Agreement shall continue in full force and effect (but without duplication), except as otherwise expressly set forth herein.

**WITNESSETH**

WHEREAS, Client seeks to enter into a contract with a qualified and experienced food service management company to operate Client's food service facilities in accordance with the terms and conditions contained in and incorporated into this Agreement; and

WHEREAS, Quest submitted a bid in response to Client's request for food service bids, and the Board of Education awarded the bid to Quest at its meeting on April 24, 2017; and

WHEREAS, Quest agrees to operate Client's facilities in accordance with the terms and conditions contained in and incorporated into this Agreement; and

WHEREAS, the Parties wish to extend the Agreement for an additional year in accordance with the terms of the Existing Agreement, and seek to amend the Existing Agreement to clarify certain matters as provided herein.

NOW THEREFORE, in consideration of the above recitals, and the terms, conditions, and mutual covenants contained herein, Client and Quest agree as follows:

I. **Term and Termination of the Agreement**

A. The term of this Agreement shall commence on July 1, 2023 and shall expire on June 30, 2024. This Agreement shall be renewable annually on July 1 of each subsequent year thereafter by mutual written agreement of Client and Quest. Each such renewal of the Agreement shall contain the same provisions as this Agreement unless modified in writing by mutual agreement of the Parties.

B. This Agreement may be terminated prior to its expiration in the following circumstances:



1. By Client for any reason, in Client's sole discretion, upon sixty (60) days written notice to Quest. Upon the expiration of sixty (60) days after such written notice is received by Quest, this Agreement shall terminate automatically.
2. By Quest for any reason, effective on June 30 of the then-current year, if notice of such termination is provided by Quest to Client no later than January 15 of that year.
3. By either party upon thirty (30) days written notice, in the event that either party defaults under any material term or condition of this Agreement or otherwise does not comply in all respects with (i) the rules, regulations and policies referenced in Section III, A. respecting the Services set forth or (ii) all applicable laws, ordinances, municipal codes, health and other governmental regulations whether on a local, state or federal level.

II. **Scope of Services.**

A. During the term of this Agreement, Quest shall operate all of Client's food services facilities as detailed in the proposal submitted to Client in April 2017, which proposal is attached hereto and incorporated herein by reference as Exhibit B. The food and beverage services detailed in said proposal shall be referred to as "Food and Beverage Services."

B. Special Agent. The parties agree that the relationship created by this Agreement solely with respect to Quest purchasing and selling food and beverages on behalf of the Client and related to the food service program is that of a special agent.

C. Independent Contractor. Except for the special agency relationship expressly created pursuant to Section 2(B), the parties agree that Quest shall otherwise be an independent contractor and shall retain control over its employees and agents, and shall manage, operate, direct and exercise control over Client's food service facilities. Nothing in this Agreement shall be deemed to create a partnership, agency, joint venture or landlord-tenant relationship between Client and Quest, with the exception of the special agency created in Section 2(B) above.

D. Powers. Subject to such limitations as may be imposed by law or this Agreement, Quest is hereby authorized and empowered, in the name of and on behalf of Client without further authorization of Client, to purchase food and beverages directly related to the food service program; provided, however, that the Client retains the right to control Quest's conduct as its special agent. Except in those cases in which Quest is acting as a special agent as provided in Section 2(B), Quest shall not have the authority to take any action, or incur any obligations, on behalf of Client without the prior written authority of Client.

### **III. Selling Price, Ownership of Revenue, and Performance Obligations**

A. Client's Right to Monitor. Client may, at all times during the term of this Agreement, monitor Quest's performance of all of its duties under this Agreement. Client may make reasonable rules and regulations governing its food service operations, and Quest shall comply with any such regulation promptly, if Client provides notice of such rule or regulation. Client shall have the right to inspect its food service facilities at any time without prior notice to Quest.

B. Extension of Credit. Upon reasonable request by Client, Quest shall provide special services beyond the normal scope of the Food and Beverage Services, and shall charge Client for such services at reasonable rates, which are agreed to in writing and advance by the Parties. Quest will extend credit to Client and any other parties designated by Client for the performance of such services. Client will process all invoices for such services in accordance with the Local Government Prompt Payment Act.

C. Non-Discrimination. Further, Quest agrees to comply fully with the requirements of the Illinois *Human Rights Act* (775 ILCS 5/1-101 et seq.) including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. Quest further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act* (42 U.S.C. § 12101 et seq.), and their rules and regulations.

As required by Illinois law, in the event of Quest's non-compliance with the provisions of the Equal Employment Opportunity Clause or the Illinois *Human Rights Act*, Quest may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, Quest agrees as follows:

1. That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

2. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

4. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of Quest's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with Quest in his or her efforts to comply with the Act and this Part, Quest will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

5. That he or she will submit reports as required by this Party, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.

6. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

7. That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, Quest will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, Quest will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

D. Quest agrees to comply with all applicable laws, rules, and regulations, including health regulations promulgated by Federal, State, County and City Governments, and to procure and maintain all necessary licenses and permits which may be required of Client and/or Quest in connection with the performance of any of the Food and Beverage Services.

E. Record of Sales. Quest shall keep complete and accurate records of all revenues and expenses generated in connection with the performance of Food and Beverage Services. Client shall have the right to audit all of Quest's records that relate in any way to the performance of the Food and Beverage Services. Quest shall fully cooperate with any such audit.

F. Client will establish the selling price of all foods and beverages offered for sale within the facilities, with recommendations from Quest. All charges for meals and beverages served as part of the program shall be done to the credit of Quest on behalf of Client. Client shall own all food for sale in the course of providing the Services and all sales shall be made as directed by Client, subject to Quest's consent. All receipts from the sale of food shall be deposited in a bank account in the name of Quest DBA as Client out of which the disbursements hereinafter provided should be made. Quest shall keep and maintain for the Client complete records and books of accounts relating to the operation of the Services. Quest will provide a monthly operating statement to Client of all monthly and year to date revenues received to operate the food service program.

#### **IV. Management and Personnel**

A. Quest shall provide a sufficient number of qualified management and personnel to provide the services necessary to properly perform the Food and Beverage Services. To the fullest extent permissible by law, Client may request in writing that Quest reassign any employee or independent contractor of Quest who is involved in the performance of the Food and Beverage Services, if the Client reasonably believes such person is disrupting Quest's performance of the Food and Beverage Services, endangering Client's students or administration, or in any way breaching any duty owed by Quest under this Agreement, or violating any rule, regulation, or law applicable to Quest's performance of the Food and Beverage Services. Upon Quest's receipt of such request from Client, Quest shall prohibit such person from performing any Food and Beverage Services, and shall replace that person, without disruption in the Food and Beverage Services, and at no additional cost to Client. Client reserves the right to demand the immediate removal from Client's property of any Quest employee or independent contractor that the Client, in its sole discretion, reasonably believes presents a harm or disruption to the Client's students, parents, faculty, or staff.

B. For each day during the term of this Agreement on which Quest performs Food and Beverage Services, Quest shall provide an on-site, full time supervisor to oversee the performance of the Food and Beverage Services.

C. Quest shall comply with all federal, state and local laws and regulations related to wages and hours of employment, and health and safety, with respect to any of its employees involved in the performance of the Food and Beverage Services. Quest shall also comply with Executive Order 11246, entitled, "Equal Employment Opportunity," as amended, and all other Federal and State nondiscrimination laws and regulations.

D. Quest agrees that no employees of Client will be hired by Quest without specific written permission of Client for the term of this Agreement and six (6) months

thereafter. Client agrees that without specific written permission from Quest, former managers of Quest working under this Agreement will neither be hired by Client for the term of this Agreement and six (6) months thereafter, nor will Client permit former managers of Quest to be employed directly or indirectly, nor will Client hire, or contract for food or beverage services with, any former manager of Quest, whether as an individual or as owner, majority stockholder, director, officer or employee of another firm for a period of six (6) months subsequent to the expiration or termination of the Agreement. For the purpose of the prohibition, "former managers" shall mean those persons who directly or indirectly performed any management-type services in connection with the Food and Beverage Services for the Client for at least a six (6) month period immediately prior to the expiration or termination of this Agreement.

E. Client agrees that Quest's managers have acquired special knowledge, information, skills, and contacts as a result of being employed with and trained by Quest. Quest agrees that Client's employees have acquired special knowledge, information, skills, and contacts as a result of being employed with and trained by Client. The parties agree that, in the event of a breach of Section IV.D., the breaching party shall pay the non-breaching party a fee equal to Fifty Thousand Dollars (\$50,000). This sum has been determined to be reasonable by both parties after due consideration of all relevant circumstances. This provision will survive termination of this Agreement.

F. Confidentiality. Quest acknowledges that during the course of this Agreement, Quest shall have access to business systems, techniques and methods of operation developed at great expense by Client, which Quest recognizes to be unique assets of Client's business. Quest agrees to keep such information confidential and shall not disclose such information directly or indirectly during or subsequent to the term of this Agreement. In the event Quest breaches this provision, the Parties agree that Client may seek equitable remedies against Quest, including temporary and permanent injunctive relief.

## **V. Facilities and Equipment**

A. Client's Responsibilities. During the term of this Agreement, Client shall furnish the necessary food service equipment required for the performance of the Food and Beverage Services, including dishware, glassware, serving utensils, point of sale systems, and other similar items. Client shall also supply the following services:

1. Janitorial services for the dining room area;
2. Equipment maintenance and repair services;
3. All utilities, including telephone service;
4. Physical facilities for male and female employees of Quest;
5. Extermination services;

6. Disposal services for waste materials deposited in appropriate containers by Quest's employees;
7. Suitable and secure office space for Quest, including, but not limited to a desk, chairs, a four-door file cabinet, a safe, a calculator, appropriate registers, a computer with Microsoft Office software, an internet connection and a phone;
8. Maintenance personnel and outside maintenance services, parts, and supplies required to properly maintain the premises and equipment;
9. Provision of all capital equipment needed to operate a freshly prepared, in-district satellite program; and
10. A vehicle for daily transportation of food and supplies, and all capital equipment and transport supplies needed to safely transport food and supplies on a daily basis.

The premises and equipment provided by Client for use in Quest's performance of the Food and Beverage Services shall be in good condition and maintained by Client to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including without limitation, OSHA regulations). Quest shall promptly notify Client of any malfunction or failure of any of the aforementioned equipment and of the need for any of the aforementioned services.

Client further agrees that any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of Client and shall be at Client's expense.

B. Quest's Responsibilities.

1. Quest shall be responsible for cleaning of all food preparation equipment, all food serving and dishwashing equipment, and all materials used or which may be used in the performance of the Food and Beverage Services. Quest shall maintain all food service areas in Client's facilities in a sanitary condition and shall operate all equipment in accordance with the manufacturer's recommendations. Specific division of responsibilities between Quest and Client is detailed in Exhibit A of this agreement.
2. Quest shall provide laundry services for all linen, aprons, uniforms and similar items used in the performance of the Food and Beverage Services.
4. All food preparations and serving equipment owned by Client shall remain on Client's premises at all times.
5. Management of all program revenues and point of sale operations.

6. Client's facilities shall not be used by Quest to prepare food, meals, or provide other related services for other organizations or entities aside from Client without Client's prior written approval.
7. Quest shall obtain and maintain at all times during the term of this Agreement state and local health certifications for any facility outside Client's facilities in which Quest intends to prepare food, meals, and/or beverages. Quest shall meet all applicable state and local health regulations in performing all Food and Beverage Services.
8. Upon termination of this Agreement, Quest shall surrender to Client all equipment and furnishings in the food service facilities in the same good condition as Quest received them at the commencement of the term of this Agreement, ordinary wear and tear excepted. Quest shall reimburse Client for any damage or loss to the school equipment or furnishings caused by Quest or its employees, representatives, subcontractors, or agents.
9. Quest shall purchase all food and beverage items to be furnished in connection with the Food and Beverage Services from reliable and reputable suppliers and, if required by law, all such food and beverages shall be approved by authorized governmental agencies with jurisdiction.
10. Quest shall purchase, pay for, and pass on as a direct cost to Client, with no markup by Quest, all food, supplies, and services to be utilized in Quest's performance of the Food and Beverage Services. Such purchases shall be made exclusively for the benefit of Client and shall be used solely for the performance of the Food and Beverage Services. Quest shall keep all such food and related supplies separate and apart from Quest's other inventories and title thereto shall remain in Client at all times. Quest shall credit all local trade discounts to Client's account, on a pro rata basis. Client shall be billed for purchases made hereunder as such food and supplies are procured by Quest for the performance of the Food and Beverage Services.
11. Quest's management personnel shall be certified in sanitation. Quest shall comply with all local and state sanitation requirements. Any costs incurred by Quest in maintaining such compliance shall be borne solely by Quest, and Client shall not be liable for any such charges.
12. Providing a qualified and licenses driver for daily transportation of food and supplies.

## **VI. Payment**

During each calendar month in which Quest performs its duties under this Agreement, Quest shall send an invoice and operating statement to Client within ten (10) days after the last day of that month. Upon Client's approval of such invoice, Quest shall be paid first from the bank account established by Quest pursuant to Section III(F). If the funds in such account are insufficient to pay the invoice, then the District shall pay any remaining balance. Such invoice shall state the following:

A. Quest's actual cost for all food, beverages, supplies, and materials purchased or otherwise procured by Quest for use in its performance of the Food and Beverage Services;

B. Quest's expenses for employee wages, fringe benefits, taxes, and insurance premiums, equal to 38% of direct wage expenses, which accrued as a result of Quest's employees' performance of the Food and Beverage Services during that month;

C. Other direct operating costs incurred by Quest in performing Food and Beverage Services during that month, including but not limited to laundry, disposable, cleaning supplies, and non-food items;

D. Quest will charge client a management fee equivalent to 5% of Total Program Revenue and an administrative fee equivalent fee to 2% of Total Program Revenue.

E. Catering shall be paid for directly by Client, and will be added to the monthly invoices submitted to Client. Quest shall keep and maintain for the Client complete accounting records and books of accounts relating to the Services and all sales made to the end-users;

F. Client's students will pay a minimum of \$4.40 per meal for the 2023-24 school year. A la carte pricing and future year pricing will be mutually agreed upon by both parties; and

G. A calculation of the Total Program Revenue for that month, which includes all revenue received from the Food and Beverage Services.

## **VII. Assumptions**

The financial terms contained in this Agreement are based upon existing conditions and the specifications of the Client and assumptions listed in Quest's proposal to Client.

## **VIII. Insurance**

A. Quest shall maintain the following insurance policies during the term of this Agreement and any extension hereof: (i) commercial general liability insurance policy with a limit of no less than \$1,000,000 per occurrence, \$3,000,000 in the



aggregate; and (ii) excess liability insurance with a minimum policy limit of \$5,000,000 per occurrence and in the aggregate; (iii) workers' compensation and employer's liability insurance with statutory coverage with limits of no less than \$1,000,000/accident, \$1,000,000/Disease-Policy, \$1,000,000/Disease-per employee; and (iv) business automobile liability insurance for each automobile owned or leased by Quest, which is used in connection with the Food and Beverage Services with no less than a \$1,000,000 per accident. The insurance carrier shall have a rating no less than an A- AM Best Rating.

B. The Indemnitees shall be named as an additional insureds on the commercial general liability insurance, business automobile liability insurance and the excess liability insurance. Each policy shall contain an endorsement provision that coverage under that policy shall not be canceled, modified, or revised unless and until thirty (30) days prior written notice is sent to and received by Client. Quest shall submit to Client certificates of insurance evidencing that all required coverages are in effect prior to commencing performance of the Food and Beverage Services under this Agreement, and shall send to Client certificates of renewal of all such policies promptly upon Quest's receipt of such certificate from each such insurer.

C. To the extent that Quest utilizes any subcontractors to perform any of the services required under this Agreement, Quest shall ensure that additional insured status is granted to the Indemnitees on the subcontractor's commercial general liability insurance, business automobile liability insurance and excess liability insurance. Quest shall be responsible for all acts and omissions of its subcontractors.

D. All insurance required of Quest, with the exception of umbrella and excess insurance, shall be primary insurance on a non-contributory basis. The umbrella and excess policies shall follow the primary policies in all respects, including non- contributory obligations. If the additional insureds have other insurance that is applicable to the loss, it shall be on an excess or contingent basis.

## **IX. Entire Agreement**

This Agreement, including any and all exhibits, which is incorporated herein by reference, represents the entire Agreement between the parties with respect to their subject matter, and there are no additional agreements or understandings, whether oral or written, other than those contained in this Agreement. This Agreement supersedes all prior negotiations, if any. This Agreement may only be modified by mutual written agreement of the Parties.

## **X. Indemnification.**

A. Quest shall indemnify, defend, and hold Client, its individual Board members, employees, and agents ("Indemnitees") harmless from any and all expenses, claims, liabilities, losses, demands, damages, attorney's fees, court costs, or any claims of any nature, based upon contract or tort, statutory or otherwise, which are incurred by

Client, and arise out of or relate in any way to Quest's actual or alleged performance or breach of any term, condition, specification, or covenant contained in or incorporated into this Agreement, or any act or omission of Quest or any employee, agent, or representative of Quest, in performing any duty under this Agreement. This provision shall survive expiration or termination of this Agreement.

B. Intentionally Deleted.

**XI. Miscellaneous**

A. Client's waiver of any breach or default by Quest of any provision of this Agreement shall not be deemed to constitute the waiver of such provision for any subsequent breach or default by Quest of the same or any other provision. The acceptance of any credit by Client, and/or the payment by Client of any of Quest's invoices, shall not be deemed to constitute the waiver of any prior occurring breach or default by Quest of any provision of the Agreement, regardless of whether Client was aware of such breach or default at the time of such acceptance or payment.

B. Neither Client nor Quest shall be liable under this Agreement for any losses resulting from delay or damage caused by wars, acts of public enemies, fires, floods, or acts of God.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and venue for any lawsuit arising under this Agreement shall be in Cook County, Illinois.

D. The validity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

E. This Agreement may be signed upon any number of counterparts with the same effect as if the signatures to each were upon the same Agreement.

F. All notices required or permitted to be given under this Agreement shall be deemed received when sent, and shall be sent either by hand delivery or by certified mail, returned receipt requested, via United States mail, with postage thereon prepaid, addressed to the other Party at the following addresses:

If to the Client:

Business Manager  
Park Ridge CCSD 64  
164 South Prospect Avenue  
Park Ridge, Illinois 60068

If to Quest:

Nicholas Saccaro, President  
Quest Food Management Services, LLC.  
2500 S. Highland, Suite 250  
Lombard, IL 60148

G. As required by the *Criminal Code*, 720 ILCS 5/33E-11, by executing this Agreement, Quest certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code*. Quest agrees that if this certification is false, the Client may declare the Agreement void. Quest further certifies that it will provide a drug free workplace as required by the Illinois *Drug Free Workplace Act*, 30 ILCS 580/1 *et seq.*

H. Quest will comply with applicable 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.*, 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 Client. To protect the confidentiality of student education records, Quest 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. Any student records in Quest's possession shall be returned to the Client when no longer needed for the purposes for which they were provided, or at the Client's written request, they shall be permanently destroyed and Quest shall provide written confirmation to the Client upon the destruction of student records.

I. Quest represents and warrants that none of its employees or employees of any of its subcontractors performing work under the Agreement are prohibited by law from being present on school and/or public property. In accordance with 105 ILCS 5/10-21.9, Quest shall ensure that each individual performing services hereunder who will have direct, daily contact with students has authorized a criminal background investigation through the Client (or, in the discretion of the Board, through the Regional Office of Education) and a DCFS Child Abuse Registry background investigation, which investigations shall be commenced (and, at the District's option, completed) prior to the individual commencing services. Such background investigations shall be performed at Quest's expense. Quest acknowledges that the provision of services under this Agreement is contingent upon the Client deeming acceptable the results of such criminal background investigation, the DCFS Child Abuse Registry check, a Statewide Sex Offender Database check, and a Statewide Murderer and Violent Offender Against Youth Database check, as well as such other licensure documentation and information provided to the Client. Client will provide to the individual a copy of the background check results. Client will notify Quest if Client determines that any individual is not eligible to perform the services. Due to restrictions on disclosure of background check information, Client may not specify to Quest the reasons for a determination of ineligibility of an individual.

J. Quest also acknowledges that, pursuant to the *Illinois Criminal Code* (720 ILCS 5/11- 9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present

without the specific notification to and permission of the Superintendent or the Board. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law. Quest shall ensure that its employees providing services under this Agreement are notified of this law and that no child sex offender shall be utilized in any of the services performed on the Client's premises or requiring contact with students. Further, Quest shall ensure that none of its employees violate this law and shall perform periodic checks of the Statewide Sex Offender Database, as authorized by the *Sex Offender Community Notification Law*, 730 ILCS § 152/101 *et seq.*, and the Statewide Child Murderer and Violent Offender Against Youth Database, as authorized by the *Child Murderer and Violent Offender Against Youth Community Notification Law*, 730 ILCS § 154/75-105. All results must be provided to the Client. Further, Quest shall ensure that all employees that have direct daily contact with students of Client have provided evidence of physical fitness to perform the duties assigned and freedom from communicable disease, as required by 105 ILCS 5/24, to Quest, and, moreover, Quest represents and warrants to Client that all such employees providing services under this Agreement have provided such evidence to Quest.

K. Quest shall ensure that its employees providing services under this Agreement shall abide by the provisions of the *Illinois Abused and Neglected Child Reporting Act*, with respect to reporting abused and neglected children during their time providing services under this Agreement. In addition, Quest and its employees shall abide by all applicable Client policies and procedures, including, but not limited to, policies applicable to conduct on school property.

L. The documents comprising the entirety of this Agreement include the Request for Proposal for Food Operations and Management Services, dated April 3, 2017 ("RFP"), which is attached hereto as Exhibit C, the Proposal for Dining Services & Hospitality Management from Quest Food Management Services, dated April 19, 2017 ("Response to RFP"), which is attached hereto as Exhibit B, and this Agreement (collectively, the "Contract Documents").

M. In the event any term or provision of this Agreement conflicts with a term or provision of the Response to the RFP or with a term or provisions of the RFP, the term or provision of this Agreement shall prevail. In the event that any term or provision of the Response to RFP conflicts with a term or provision of the RFP, the term or provision of the RFP shall prevail.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year last written below.

Quest Food Management Services, Inc.

Client

By: Nicholas Saccaro

By: \_\_\_\_\_

Its: President

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

Date: 02/06/2023

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

## **EXHIBIT A CLEANING & MAINTENANCE SCHEDULE**

### Client Responsibilities:

- Cleaning floors, walls, fixtures and draperies/blinds of dining room
- Cleaning walls, fixtures and draperies/blinds of kitchen and serving area
- Cleaning spills and microwaves in dining room
- Extermination/pest controls services throughout
- Cleaning of dining room tables
- Trash removal in dining room
- Mop, wax and buff floors in dining room, server and kitchen area
- Quarterly, semi-annual and annual “deep cleaning”, including hood system, power washing throughout

### Quest's Obligations:

- Sweeping of kitchen and serving area floors
- Cleaning spills in kitchen and serving area
- Laundry services for all linen, aprons, uniforms and similar items
- Daily removal of trash from kitchen and servery
- Routine cleaning of kitchen and serving equipment (including walk-in cooler/freezer)

### Cleaning Schedule & Responsible Party:

- Daily
  - Dining room floors mopped, tables wiped down and sanitized (Client)
  - Kitchen and serving area floors swept; floors in dry storage and coolers mopped (Quest)
  - Kitchen, dining room and server floors mopped (Quest)
  - Routine kitchen and servery equipment cleaning (Quest)
  - Kitchen Bathroom cleaned (Client)
  - Employee locker area cleaned (Quest)
  - Receiving area in & outside of the kitchen cleaned (Quest)
  - Food service office cleaned (Quest)
- Weekly
  - Clean fan guards in walk-ins (Client)
  - Spot cleaning of light fixtures (Client)
- Monthly
  - Empty & sanitize ice machine (Client)
  - Pest control servicing (Client)
  - Walls throughout kitchen, dining room and servery washed (Client)
- Quarterly
  - Complete clean of light fixtures (Client)
  - Defrost and thorough clean walk-ins (Client)
  - Deep clean of kitchen equipment (oven, fryer, grill, flat top, etc.) (Quest)
- Annually
  - Clean hoods (or 2x/year) (Client)
  - Check fire extinguishers in facility (Client)
  - Clean pilot lights on kitchen equipment (Client)
  - Power wash walls, floors, etc. (Client)

**EXHIBIT B**  
**FOOD SERVICE PROGRAM PROPOSAL**

**EXHIBIT C**  
**REQUEST FOR PROPOSAL FOR FOOD OPERATIONS AND MANAGEMENT SERVICES,**  
**DATED APRIL 3, 2017**



To: Board of Education  
Dr. Eric Olson, Superintendent

From: Dr. Joel Martin, Assistant Superintendent for Human Resources  
Dr. Adam Parisi, Chief School Business Official

Date: March 6, 2023

Subject: Preliminary Enrollment Projections & Discussion of Staffing Plans for 2023-2024

### Overview of Enrollment Projections

Prior to the pandemic, the administration based enrollment projections on a demographer report created by Jerome McKibben, which was last updated in 2019. Since the pandemic, McKibben's enrollment projections have been substantially greater than the District's actual enrollment numbers. For example, the demographer projected the 2022-23 enrollment at 4,621 students, while the actual enrollment was 4,510 (an over projection of 111 students). For the 2021-22 school year, the demographer report over projected student enrollment by 94 students. Since the demographer's report was concluded prior to the pandemic, there was no way to anticipate the subsequent drop in enrollment. Therefore, the administration will continue to use a "rollover" model to forecast enrollment for the 2023-24 school year. Under the rollover model, the District simply takes current students at a grade level and moves them up a grade level without trying to predict additional incoming or exiting students. In the future, the District will likely look to engage a new demographer study to assist with the impact of the pandemic on the District's long-term enrollment forecast.

### 2023-24 Enrollment Projections

Building	February 1, 2023 Enrollment	2023-24 Projection	Delta +/-
Carpenter	438	440	+2
Field	625	596	-29
Franklin	555	516	-39
Roosevelt	698	686	-12
Washington	584	558	-26
Emerson	878	869	-9
Lincoln	752	736	-16
<b>Total</b>	<b>4,530</b>	<b>4401</b>	<b>-129</b>

By utilizing the rollover method for the 2023-24 school year, the administration anticipates a decrease of 129 students over the District's February 1, 2023 numbers, with the most significant decreases occurring at our elementary buildings. As reported previously, the pandemic resulted in smaller than typical enrollment numbers in the District's primary grades. As these smaller grade level bands advance through the elementary buildings, it is negatively impacting the District's overall enrollment. Therefore, due to the projected decrease of 129 students for the 2023-24 school year, the District anticipates eliminating 3 classroom sections and one position in the student services department.

Because the District has 8 teachers retiring and several additional staff members who have already submitted resignations effective at the end of the school year, we do not anticipate having to RIF (Reduction in Force) any full-time teachers at this time.

### **Staffing Request**

The administration is seeking the Board of Education's approval to add an additional Structured Learning Community (SLC) classroom for the 2023-24 school year. The SLC program was first presented to the Board in April 2020 to strengthen and expand our District's continuum of services and provide specific systemized opportunities for eligible students to learn within the District. Using a structured teaching approach, students in the SLC program have integrated support to meet their academic, communication, regulation, and social-emotional needs. SLC is housed at Washington School and currently provides services and support to 8 students. As we look ahead to the 2023-24 school year, additional students will meet the criteria for the SLC program and will have their needs best met through our District SLC program.

When the Board first approved the addition of SLC, the program identified students ranging from kindergarten through 3rd grade. Since 2020, the program has continued to expand and currently supports the educational needs of students in grades kindergarten through 5th. Next year, additional students will be recommended for SLC. Therefore, an additional classroom is proposed as the District will exceed the 8 student program size agreed upon in the program proposal of April 2020.

### **Staffing Rollover**

The administration is asking the Board of Education to extend the 4.5 Math Intervention Teachers indefinitely. Due to the continued negative impact of the pandemic on academics, the administration believes that the additional math support is still a primary need for the foreseeable future. Because the District was able to pay for the salaries of our math intervention teachers through either Federal ESSER or Title I grant funds, the District would need to budget for these salaries. If grant funds become available, we would access them to defer the cost of these staff members.

### **Reduction in Force (RIF)**

As presented above, the administration does not anticipate needing to RIF any K-8 teachers strictly based on enrollment projections because of the known number of full-time staff who are retiring/resigning at the end of this school year. The District may, however, need to RIF teachers to account for staff returning from leaves, staff returning to full-time from part-time, or changes

in enrollment in other programs that may occur after this Board of Education meeting. In addition, the District annually releases its entire non-tenured part-time staff, as we are unable to identify at this time if there will be a need for part-time staff for the 2023-24 school year. As a reminder, if the District does not dismiss this group of employees, the District would be obligated to rehire them at the same part-time FTE status for the 2023-24 school year. We anticipate RIF actions to be taken at the Board's regular meeting in March.

### **Financial Implications**

Due to the anticipated decrease of special education students within the District, there should be no additional cost for adding a SLC classroom to the District. Furthermore, due to the elimination of 3 sections for the 2023-24 school year, the District would only need to add the salaries of 1.5 staff members to the budget. Therefore, the new money that would be added to the budget for the 2023-24 school year would be approximately \$141,855 in new salary.

The District administration will continue to monitor grant funds to determine if we can use federal money to pay the salaries of the math intervention teachers.

As always, the administration remains focused on providing the resources needed to deliver a quality educational program to meet the needs of all District students. We look forward to reviewing these recommendations with the Board of Education at the March meeting.

### **Potential Enrollment Changes**

As we begin registration for the 2023-24 school year, the administration is keeping a watch on a number of "bubble sections" as highlighted in blue and orange on the attached rollover sheet.

*A "bubble section" is defined as: A grade level at a particular building that could either increase or decrease by one section prior to the start of the school year, if the projection varied by 3 or fewer students from the actual enrollment.*

- Three of the highlighted bubbles (shown in blue) would **increase** by one section if the actual enrollment was slightly higher than the projection.
- Five of the highlighted bubbles (shown in orange) would **decrease** by one section if actual enrollment was slightly lower than the projection.

Historically, if a "bubble section" does exceed the class size guideline prior to the start of the school year, the District opens another section and hires a teacher. It should be noted that the administration does not add a section without verifying that all students in that particular class are fully registered and have verified residency within the District. Adding a new section at a specific grade level results in the addition of a special section (Art, Music, P.E., Spanish) that may require additional staff or an increase in Full Time Equivalent (FTE) in one or more of those areas.

Park Ridge-Niles School District 64											As of:	2/1/2023	
2023-24 Enrollment/Section Rollover Projections with Average Class Size													
		K	1	2	3	4	5	6	7	8	Totals		
	Class Size Guideline	22	24	24	26	26	28	28	28	28			
											2023-24	2022-23	Change
Carpenter	Enrollment	73	73	75	74	74	71				440	438	2
	Sections	4.0	4.0	4.0	3.0	3.0	3.0				21.0	21.0	0.0
	Avg Class Size	18.25	18.25	18.75	24.67	24.67	23.67						
Field	Enrollment	83	83	92	109	113	116				596	625	-29
	Sections	4.0	4.0	4.0	5.0	5.0	5.0				27.0	27.0	0.0
	Avg Class Size	20.75	20.75	23.00	21.80	22.60	23.20						
Franklin	Enrollment	75	75	98	84	102	82				516	555	-39
	Sections	4.0	4.0	5.0	4.0	4.0	3.0				24.0	26.0	-2.0
	Avg Class Size	18.75	18.75	19.60	21.00	25.50	27.33						
Roosevelt	Enrollment	103	103	119	114	124	123				686	698	-12
	Sections	5.0	5.0	5.0	5.0	5.0	5.0				30.0	31.0	-1.0
	Avg Class Size	20.60	20.60	23.80	22.80	24.80	24.60						
Washington	Enrollment	84	84	82	112	100	96				558	584	-26
	Sections	4.0	4.0	4.0	5.0	4.0	4.0				25.0	25.0	0.0
	Avg Class Size	21.00	21.00	20.50	22.40	25.00	24.00						
Emerson	Enrollment							296	301	272	869	878	-9
	Sections							11	11	10	32.0	32.0	0.0
	Avg Class Size							26.91	27.36	27.20			
Lincoln	Enrollment							225	266	245	736	752	-16
	Sections							9	10	9	28.0	28.0	0.0
	Avg Class Size							25.00	26.60	27.22			
<b>Total Students</b>		418	418	466	493	513	488	521	567	517	4,401	4,530	-129
<b>Total Sections</b>		21.0	21.0	22.0	22.0	21.0	20.0	20.0	21.0	19.0	187.0	190.0	-3.0
	Orange highlights	Enrollment is less than projected enrollment by 3 students											
	Blue highlights	Enrollment is more than projected enrollment by 3 students											
	Section Counts	K	1	2	3	4	5	6	7				
	1	22	24	24	26	26	28	28	28	28			
	2	44	48	48	52	52	56	56	56	56			
	3	66	72	72	78	78	84	84	84	84			
	4	88	96	96	104	104	112	112	112	112			
	5	110	120	120	130	130	140	140	140	140			
	6	132	144	144	156	156	168	168	168	168			
	7	154	168	168	182	182	196	196	196	196			
	8						224	224	224	224			
	9						252	252	252	252			
	10						280	280	280	280			
	11						308	308	308	308			
	12						336	336	336	336			

**Approval of Recommended Personnel Report**

**ACTION ITEM 23-03-7**

I move that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the Personnel Report dated March 6, 2023, noting that the Personnel Report is based on the recommendation of the superintendent and not upon the board’s direct knowledge regarding any of the specific individuals selected for employment.

The votes were cast as follows:

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

AYES:

NAYS:

PRESENT:

ABSENT:

March 6, 2023  
Personnel Report

Angelica Garcia	Employ as Night Custodian at Roosevelt School effective January 23, 2023 - \$17.03 hourly.
Alexander Gonzaga	Employ as Night Custodian at Emerson Middle School effective January 30, 2023 - \$17.03 hourly.
Allison Jones	Employ as .5 Special Education Teaching Assistant at Jefferson School effective February 13, 2023 - \$17.04 hourly.
Elmin Pittges	Employ as .5 Special Education Teaching Assistant at Jefferson School effective February 13, 2023 - \$17.04 hourly.
Julie Wasilewski	Employ as Level V Business Operations Secretary effective March 1, 2023 - \$23.12 hourly.
Elisabeth Ballinger	Leave of absence, personal - Instrumental Music Teacher effective through the end of the 2022-23 school year.
Paula Houmpavlis	Leave of absence, personal - 2nd Grade Teacher at Roosevelt School for the 2023-24 school year.
Madeline Kiem	Leave of absence, personal - Social Studies Teacher at Emerson Middle School for the 2023-24 school year.
Jacqueline Beesley	Resign as Foreign Language Teacher at Field School effective at the end of the 2022-23 school year.
David Mabrito	Resign as Night Custodian at Carpenter School effective January 30, 2023.
Angela Phillips	Resign as Assistant Director of Student Services effective June 30, 2023.
Alex Rubenstein	Resign as District 64 Elementary Teacher effective February 24, 2023.
Sophie Schwartz	Resign as 4th Grade Teacher at Franklin School effective at the end of the 2022-23 school year.
Mikaela Senyia	Resign as 4th Grade Teacher at Roosevelt School effective at the end of the 2022-23 school year.

March 6, 2023  
Personnel Report

Amalya Sobieraj	Resign as Speech Language Pathologist at Jefferson School effective at the end of the 2022-23 school year.
Maura Tulig	Resign as Speech Language Pathologist at Jefferson School effective at the end of the 2022-23 school year.
Marissa Tannura	Resign as Family and Consumer Sciences/Health Teacher at Emerson Middle School effective at the end of the 2022-23 school year.
Mary McCabe	Retire as Math Intervention Teacher at Franklin School effective at the end of the 2023-24 school year.
Janet Van Arsdale	Retire as Assistant Principal at Washington School effective June 22, 2023.

**Consent Agenda**

**ACTION ITEM 23-03-8**

I move that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the Consent Agenda for March 6, 2023, which includes: bills, payroll & benefits; approval of financial update for the period ending December 31, 2022; approval of BWP contract for the superintendent search; and destruction of audio closed recordings (none).

The votes were cast as follows:

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

AYES:

NAYS:

PRESENT:

ABSENT:



**Community Consolidated School District No. 64**

**Disbursement Detail Listing**

Bank Name: Accounts Payable  
 Bank Account: 885360644

Date Range: 07/01/2022 - 02/16/2023  
 Voucher Range: 1159 - 1166

Sort By: Vendor  
 Dollar Limit: \$0.00

Fiscal Year: 2022-2023

Print Employee Vendor Names     Exclude Voided Checks     Exclude Manual Checks     Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
--------------	------	---------	-------	---------	-------------	--------

Bank Total: \$1,670,898.82

<u>Fund</u>	<u>Amount</u>
10	\$1,057,854.18
20	\$287,407.26
30	\$22,599.52
40	\$262,710.36
60	\$40,327.50
<b>Fund Totals:</b>	<b>\$1,670,898.82</b>

End of Report

Disbursements Grand Total: \$1,670,898.82

**Payroll Report - January 2023**

<b>01/10/23 Payroll</b>				
Fund 10			\$2,114,713.71	
Fund 20			\$107,079.84	
Fund 40			\$777.32	
Fund 50			\$37,500.98	
Fund 51			\$52,050.61	
<b>01/10/23 Totals</b>			<b>\$2,312,122.46</b>	
<b>01/24/23 Payroll</b>				
Fund 10			\$2,125,968.79	
Fund 20			\$116,395.30	
Fund 40			\$777.32	
Fund 50			\$37,965.72	
Fund 51			\$53,647.82	
<b>01/24/2023 Totals</b>			<b>\$2,334,754.95</b>	
<b>January 2023 Payroll</b>				
Fund 10			\$4,240,682.50	
Fund 20			\$223,475.14	
Fund 40			\$1,554.64	
Fund 50			\$75,466.70	
Fund 51			\$105,698.43	
<b>JANUARY 2023 Payroll Totals</b>			<b>\$4,646,877.41</b>	



# PARK RIDGE-NILES SCHOOL DISTRICT 64

8182 Greendale Avenue, Niles, IL 60714 • (847) 318-4300 • F (847) 318-4351 • d64.org

To: Board of Education  
Dr. Eric Olson – Superintendent

From: Larry Ohannes – Comptroller

Date: February 16, 2023

Subject: Financial Update for the Period Ending December 31, 2022

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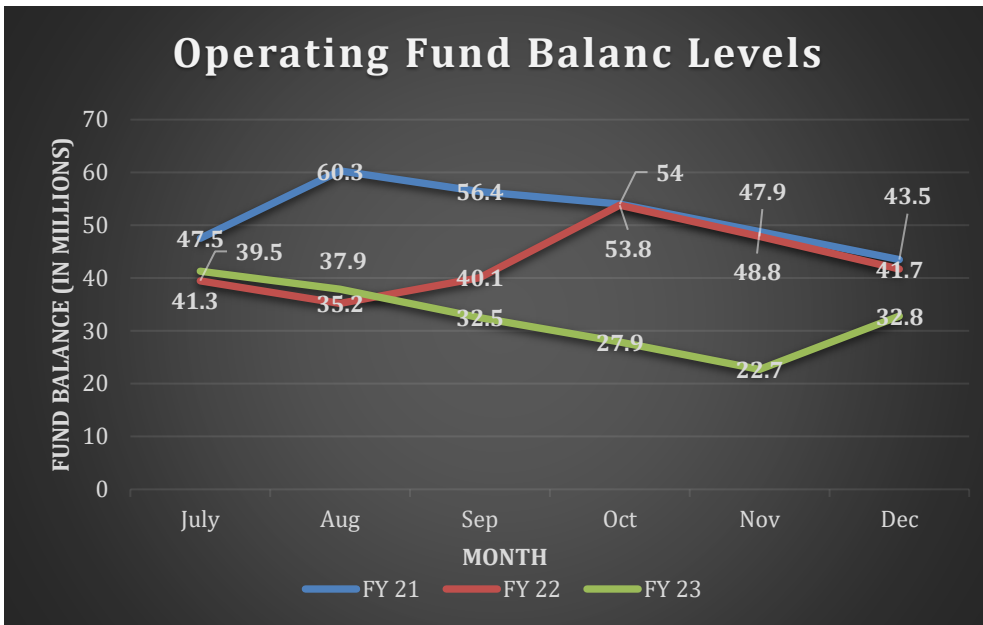
This financial update is for the period ending December 31, 2022, the sixth full month of the 2023 Fiscal Year. In addition to a summary of financial activity for the month of December, the Board will find the following reports addended to this document:

- Fund Balance Report
- Revenue Summary Report
- Expenditure Summary Report
- Transfers In Report
- Transfers Out Report
- Investments Summary Report
- Investments Detail Report

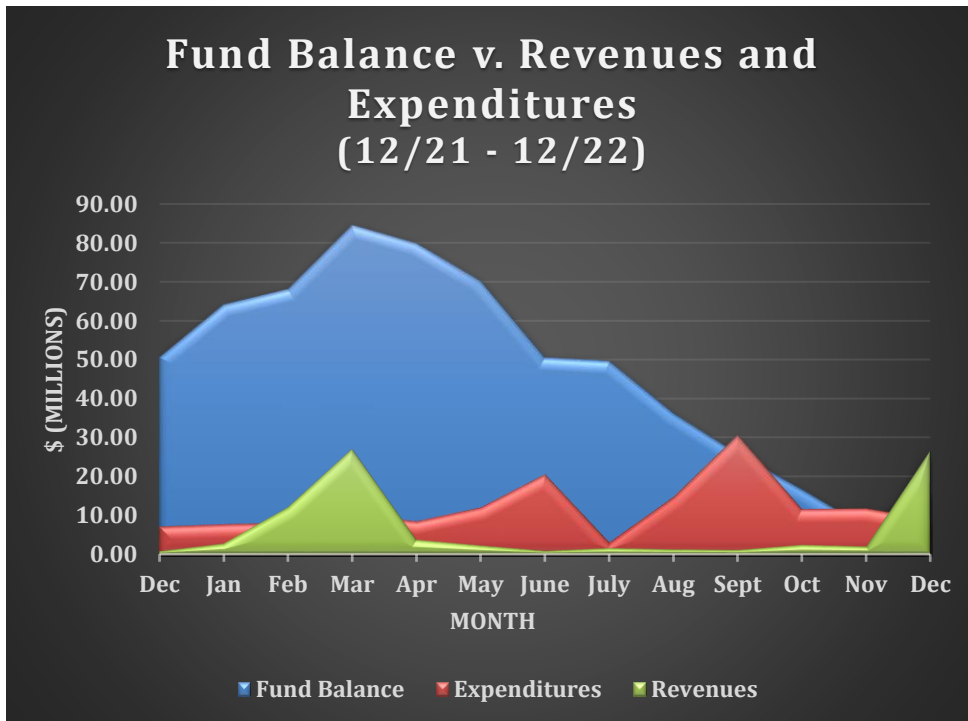
## **Fund Balance**

The District's operating funds balance increased approximately \$10 million from the end of November to the end of December. This is a welcoming sign after a downward progression month-over-month since the outset of this fiscal year. The primary factor causing the reversal is the distribution of property tax revenue (at long last) by Cook County. All distributions, fiscal year-to-date, had been suspended as the County upgraded its payment distribution software. As of the end of December, tax revenue received for FY 2023 is approximately \$32.8 million. Though a definite improvement from what the District has seen thus far, we are still under historic norms for this time of year. In the previous two fiscal years (FY 2021 and FY 2022), the composite balance was approximately \$43.5 million and \$41.7 million, respectively. Expected tax revenue distributions, fiscal year-to-date, are starting to catch up. This notwithstanding, the differential is also attributed to greater capital projects expenditures than projected. This variance is to be expected with construction projects of the scale and scope that the District experienced in the last year. The following charts represent operating fund balance levels over time as well as the illustrated impact of diminished revenues despite typical expenditure levels.

## Operating Fund Balance Levels



## Fund Balance v. Revenues and Expenditures (12/21 - 12/22)

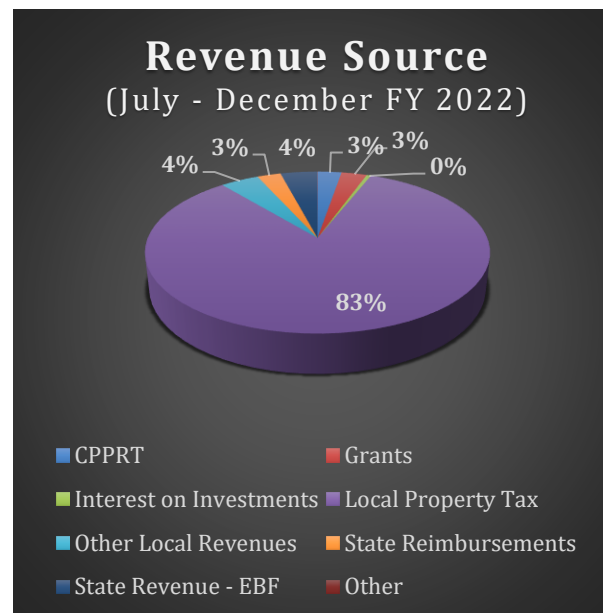
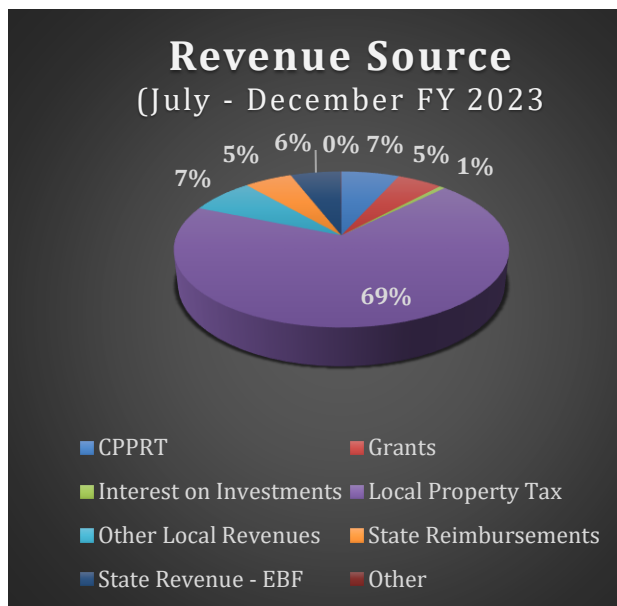


### Revenues

As of December, the District finally received property tax distribution payments from last year's tax levy. On December 31<sup>st</sup>, total tax revenues received by the District equaled approximately \$18,201,900. Though this is only half of what has been typically received from tax revenue at this time of year, it is encouraging to note that most other revenue sources that the District relies upon for its operation are substantially greater than prior years. Economic factors and enhanced procedures for reimbursement claims and grant reporting have played a role in this welcomed increase. The District expects to receive continued catch up tax revenues from the County in subsequent months. The District continues to meet all financial obligations for the fiscal year

without the assistance of short-term debt financing, which was a common cash flow aid used by surrounding school districts in dealing with the challenge presented by the County. The table and chart below exemplify the source of District revenues and percentage contribution to the overall budget from July to December for this fiscal year and last fiscal year.

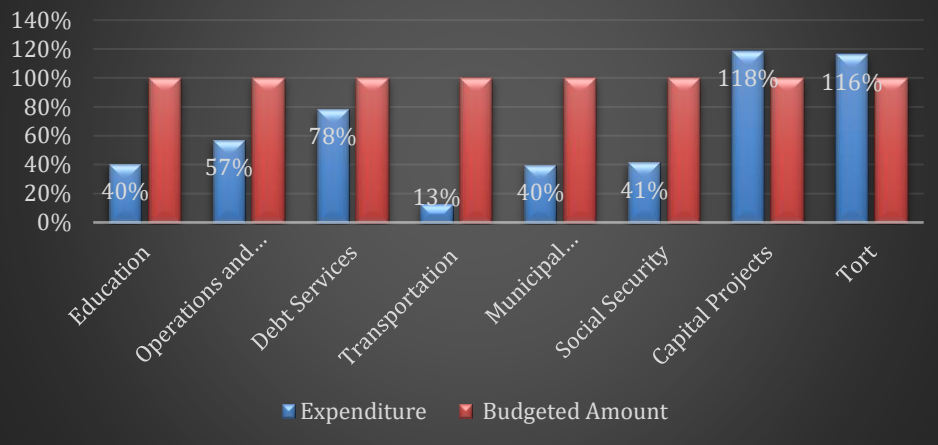
Sources of Revenue - July through December		
Source	FY 2023	FY 2022
CPPRT	\$ 1,761,545.50	\$ 1,006,261.22
Grants	\$ 1,370,260.00	\$ 1,067,079.00
Interest on Investments	\$ 170,347.86	\$ 184,026.26
Local Property Tax	\$ 18,201,900.15	\$ 31,184,399.17
Other Local Revenues	\$ 1,944,860.94	\$ 1,604,278.55
State Reimbursements	\$ 1,451,987.51	\$ 990,803.01
State Revenue - EBF	\$ 1,534,550.00	\$ 1,533,112.76
Other	\$ 15,601.56	\$ 17,667.46
<b>Total</b>	<b>\$ 26,435,451.96</b>	<b>\$ 37,569,959.97</b>



### Expenditures

Total expenditures for the fiscal year, through December 31<sup>st</sup>, came to \$62,702,085. December's piece of the spending pie came to \$8,982,457, approximately 14% of expenditures year-to-date and approximately 8% of gross expenditures budgeted for the fiscal year. The chart below represents a percentage breakdown of total spending per fund in relation to the annual budgeted amount.

## Expenditures vs. Budget FY 2023 (July 1st - December 31st)



Community Consolidated School District No. 64

Fund Balances

Fiscal Year: 2022-2023

Month: December

Year: 2022

Fund Type: Operating

Include Cash Balance

FY End Report

<u>Fund</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Revenue</u>	<u>Expense</u>	<u>Transfers</u>	<u>Fund Balance</u>	<u>Cash Balance</u>	<u>Variance</u>
10	Education Fund	\$38,762,714.59	\$20,422,174.44	(\$29,523,934.75)	\$0.00	\$29,660,954.28	\$27,504,946.03	\$2,156,008.25
20	Operations & Maintenance Fund	\$1,594,669.95	\$2,120,002.59	(\$4,168,665.22)	\$1,315,957.00	\$861,964.32	\$485,119.88	\$376,844.44
40	Transportation Fund	(\$679,846.41)	\$1,603,837.85	(\$536,828.20)	\$0.00	\$387,163.24	\$383,807.70	\$3,355.54
50	Municipal Retirement Fund	(\$70,886.55)	\$139,322.40	(\$414,485.28)	\$0.00	(\$346,049.43)	(\$346,049.43)	\$0.00
51	Social Security/Medicare Fund	\$521,536.82	\$295,091.04	(\$552,064.63)	\$0.00	\$264,563.23	\$163,233.92	\$101,329.31
70	Working Cash Fund	\$1,943,645.97	\$141,107.74	\$0.00	\$0.00	\$2,084,753.71	\$183,650.45	\$1,901,103.26
80	Tort Fund	\$407,739.78	\$127,940.07	(\$634,607.00)	\$0.00	(\$98,927.15)	(\$98,927.15)	\$0.00
Grand Total:		\$42,479,574.15	\$24,849,476.13	(\$35,830,585.08)	\$1,315,957.00	\$32,814,422.20	\$28,275,781.40	\$4,538,640.80

End of Report

Community Consolidated School District No. 64

**Fund Balances**

Fiscal Year: 2022-2023

Month: December  Include Cash Balance  
Year: 2022  
Fund Type: Non-Operating  FY End Report

<u>Fund</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Revenue</u>	<u>Expense</u>	<u>Transfers</u>	<u>Fund Balance</u>	<u>Cash Balance</u>	<u>Variance</u>
30	Debt Services Fund	\$473,973.56	\$1,598,090.10	(\$2,383,771.42)	\$0.00	(\$311,707.76)	(\$311,707.76)	\$0.00
60	Capital Projects Fund	\$8,111,014.90	\$3,487.29	(\$24,487,729.30)	\$0.00	(\$16,373,227.11)	(\$16,373,227.11)	\$0.00
61	Cap Projects Fund - 2017 Debt Certs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Grand Total:</b>		<b>\$8,584,988.46</b>	<b>\$1,601,577.39</b>	<b>(\$26,871,500.72)</b>	<b>\$0.00</b>	<b>(\$16,684,934.87)</b>	<b>(\$16,684,934.87)</b>	<b>\$0.00</b>

End of Report



This Report Can be Viewed on the

[Financial Data Current](#)

### Letter of Understanding – Superintendent Search

The Board of Education of Community Consolidated School District No. 64 (hereinafter "Board") and *BWP & Associates* (hereinafter "Consultants") agree as follows.

1. Representing *BWP & Associates* as the Consultants, Mark Friedman will manage the permanent superintendent search with assistance from Glenn Schlichting and Leighangela Brady and will perform and complete the services set forth below by a date mutually agreeable to the parties. It is the intent of the Board to conduct a thorough search with the goal of selecting a new, permanent superintendent with that individual's employment to begin no later than July 1, 2023. If the Board fails to hire a new permanent superintendent by a date mutually agreeable to the parties, the Consultants shall then perform the services below relating to the Board's hiring of an interim superintendent for the 2023-24 school year. If the Board hires an interim superintendent for the 2023-24 school year, the Consultants shall commence and complete a new search for a permanent superintendent on a date mutually agreed upon by the parties.
2. The Consultants will secure information about the School District by gathering data from interviews with each member of the Board and any other person or groups the Board so directs. Consultants will share with the Board their findings as to perceived strengths of the School District, peoples' perceptions of issues facing the School District, and qualifications those interviewed believe are important in a superintendent.
3. The Consultants will draft an advertising fact sheet describing the vacancy, including the job qualifications and criteria for the superintendent position; the draft shall be approved by a representative of the Board prior to its publication. The qualifications and criteria will comply with all applicable state and federal non-discrimination and recruiting laws.
4. The Consultants are directed to advertise the vacancy in regional and national publications and relevant associations. The fact sheet will be published on *BWP & Associates'* website with a complimentary Internet link to your School District web site, if desired. The Board shall be provided with a list of where the advertisements were posted.
5. The Consultants will work with the Board to establish a timeline for each step of the search process.

6. The Consultants will actively recruit qualified candidates to apply for the position and solicit nominations from knowledgeable people in the education profession. The Consultants shall not exclude a candidate from recruitment because of any other search being conducted by the Consultants. The Consultants shall inform the Board when a candidate is also a candidate for another position.
7. The Consultants will gather data on candidates applying for the position. Those candidates best matching the desired profile will be interviewed by the Consultants to ensure they meet the required criteria. Within ten days of the closing of applications, the Consultants will present a list of candidates for Board consideration containing a mutually acceptable number of qualified finalists. References of recommended candidates will be checked by Consultants, but the Board reserves the right to conduct its own reference checks. The Board reserves the right to select any internal School District candidate for an interview even though he or she may not have been included on the Consultant's slate of candidates. The Board may also request the Consultants to vet additional candidates that are not on original list presented to the Board.
8. All documents produced and received by the Consultants will remain the property of *BWP & Associates*. The Consultants shall turn over to the Board copies of all documents relating to candidates recommended by *BWP & Associates* at the time the recommendation is made. With respect to this search, the Board will receive a copy of all documents sent out on behalf of the Board. The Consultants acknowledge that any documents provided to the Board may become public records and subject to disclosure.
9. The Consultants will inform the Board and other groups, if appropriate, on items related to search protocols, establishing an interview format, developing interview questions, interviewing candidates, conducting site visits, and other matters related to the search process. The Consultants will be available during the search process to advise the Board on search related issues.
10. The Consultants will make salary and compensation package recommendations to the Board, if requested.
11. The fee for these consulting services will be \$15,500 plus minimal expenses, which expenses shall be billed at cost and shall not exceed \$1,800 without the prior written approval of the Board. These Consultant expenses include development of a fact sheet, creation and maintenance of candidate files, clerical expenses, communications to those in the network and to prospective candidates, postage, telephone/fax/copying/shipping charges and travel. Candidate expenses will be forwarded as incurred to the Board's Chief Financial Officer or his designee.

Other anticipated expenses may include travel costs for candidates. It is the Board's responsibility to reimburse candidate's interview expenses, such as reasonable travel and hotel accommodations, as arranged. A form will be offered by *BWP & Associates* for Board use for reimbursement of candidate expenses, if desired. The

Consultant agrees to work with the Board's designee to ensure candidates are aware of this expectation.

Additional expenses for the search relate to advertising and recruitment. Advertisements in appropriate regional and national publications and websites are estimated at \$400.00 to \$600.00, depending on size, number of advertisements, and where placed. These costs are not included in the Consultant fee and will be billed directly from the printer, publisher, website, or through the Consultants.

12. The Consultants' fee will be billed in three equal installments, the first after the signing of the Letter of Understanding, the second after the presentation of the slate of finalist candidates, and the third upon appointment of the new superintendent. Expenses will be forwarded to the Board as they are incurred.
13. Candidate and Consultants' final expenses will be billed within 90 days of completion of the search.
14. The Consultants agree to comply with all relevant federal, state, and local legal requirements, as well as applicable School District financial policies and procedures, specifically including, but not limited to, the requirements of the Illinois Human Rights Act. The Consultants agree to indemnify, defend and hold the Board, its individual Board Members, employees and agents harmless from any and all claims, liabilities, suits, costs, fines, damages expenses, and costs whatsoever, arising out of, related to or connected with the violation of such laws in the recruitment and candidate screening process utilized by the Consultants.
15. As the eventual decision to hire the candidate will be the Board's, the Board hereby agrees to save, indemnify and hold harmless the Consultants for any decision the Board makes in the employment process relative to the hiring or failure to hire of any candidate(s) recommended by the Consultants.
16. If the Board is dissatisfied with the Superintendent selected within three years from the date of employment of the Superintendent, and if either party dissolves that relationship by resignation or termination within a three-year period of initial employment, and the Superintendent selected was one of the slate of candidates recommended by *BWP & Associates*, *BWP* agrees to conduct a new Superintendent Search at no cost to the Board except for expenses.
17. Upon execution of this Letter of Understanding, the Consultants shall commence the services set forth herein.

This Letter of Understanding constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations, or communications relating the subject matter.

District:

Consultants:

Board of Education of Community  
Consolidated School District No. 64

BWP & Associates, Ltd.

By: \_\_\_\_\_  
Its: President

By: \_\_\_\_\_  
Mark R Friedman

1116921\_4.DOCX

**Approval of Minutes**

**ACTION ITEM 23-03-9**

I move that the Board of Education of Community Consolidated School District 64 Park Ridge-Niles, Illinois approve the minutes from the special meeting on January 26, 2023; the regular meeting on January 26, 2023, 2022; the closed meeting on February 1, 2023; the special meeting on February 1, 2023; the special meeting on February 9, 2023; the special meeting on February 27, 2023; and the closed meeting on February 27, 2023.

The votes were cast as follows:

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

AYES:

NAYS:

PRESENT:

ABSENT:

**DRAFT**

**DRAFT**

**DRAFT**

**DRAFT**

**DRAFT**

**BOARD OF EDUCATION  
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 64  
Minutes of the Regular Board of Education Meeting held at 7:00 p.m.  
January 26, 2023  
Jefferson School - Hendee Rooms  
8200 Greendale Ave, Niles, IL 60714**

Board President Pearl called the meeting to order at 6:30 p.m. Other Board members in attendance were Phyllis Lubinski, Carol Sales, Larry Ryles, Dr. Nicole Woitowich, Tom Sotos, and Gareth Kennedy. Also attending were: Superintendent Dr. Eric Olson, Assistant Superintendent for Human Resources Dr. Joel T. Martin; Chief School Business Official (CSBO) Dr. Adam Parisi; and Board legal counsel Tony Loizzi.

Board of Education meetings are videotaped and may be viewed in their full length from the district's website at <http://www.d64.org>. The agenda and reports for this meeting are also available on the website or through the District's Office at 8182 W Greendale Ave, Niles, IL 60714.

**BOARD RECESSES & ADJOURNS TO CLOSED MEETING**

At 6:36 p.m. it was moved by board member Kennedy and seconded by board member Lubinski to recess from the regular board meeting and adjourn to a closed meeting to discuss the following: the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors, or specific volunteers of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor, or a volunteer of the District or against legal counsel for the District to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with this Act [5 ILCS 120/2(c)(1)]; and collective negotiating matters between the District and its employees or their representatives, or deliberations concerning salary scheduled for one or more classes of employees [5 ILCS 120/2(c)(2)].

The votes to adjourn to the closed meeting were cast as follows:

Ayes: Pearl, Ryles, Lubinski, Woitowich, Sotos, Sales, Kennedy

Nays: None

Present: None

Absent: None

The motion carried.

**BOARD ADJOURNS FROM CLOSED MEETING & RESUMES REGULAR MEETING**

The Board adjourned from the closed meeting and resumed the regular meeting at 7:00 p.m. Also joining the meeting were: Assistant Superintendent for Student Learning Dr. Lori Lopez; Director of Student

**DRAFT**

**DRAFT**

**DRAFT**

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**DRAFT**

Services Alicia Schmeisser; Director of Facility Management Anthony Bersani; Director of Technology Mary Jane Warden; Communications Specialist Christopher Lilly; and Administrative Assistant to the Superintendent Natasha Nedeljkovic. Approximately 50 members of the public were present.

### **PLEDGE OF ALLEGIANCE**

Board member Ryles led the pledge.

### **OPENING REMARKS FROM THE PRESIDENT OF THE BOARD**

Board president Pearl stated the Board had canceled the Jefferson building tour in December and plans were in the works for an open house in the near future to give the community a chance to tour the new facilities. She reminded those present that they were all neighbors and part of the same community, and to please keep decorum and civility in mind when addressing the Board during public comments.

### **SPOTLIGHT ON LINCOLN MIDDLE SCHOOL**

Principal David Szwed focused his presentation on the staff and community that make up Lincoln middle school. He noted the many interscholastic sports; the instrumental music program and chorus; the student-staff volleyball program; after-school clubs that are student-directed; and the Green Team initiatives. He expressed his gratitude to the guidance counselors and nurses for all their hard work this past couple of years. He then mentioned that the school, along with Emerson Middle School, had kicked off the St Baldrick's fundraiser that day during an all-school assembly. The fundraiser will culminate in an all-school hair-shaving event on March 8. The school raised over \$430K last time and hoped to do more this time around. Mr. Szwed stressed that Mr. Jim Tebo, a math teacher at Lincoln, had started this initiative many years ago.

### **MASCOTS & SCHOOL WEBSITE UPDATE**

Communications Specialist Chris Lilly stated the new school websites would launch on Friday. The websites would follow the same updated format as the new District website, with a more streamlined look and ease of navigation. In addition, Mr. Lilly had worked on new school logos which he presented to the Board. All the new logos had been created in collaboration with school principals.

### **PUBLIC COMMENTS**

Public comments were invited through a posted email address on the district's website and in the board report; the comments received via email would be included in the February 16 regular meeting packet. Members of the public who were present in person were also invited to submit comments; comments were received as follows:

- Monica Milligan: D64 parent and candidate for board elections thanked Dr. Olson for his service. She asked the board for inclusiveness in the process for the selection of the new superintendent. She urged them to take their time, and wait until the new board was seated
- Megan Roberts-Esterling: a parent and teacher elsewhere, addressed the board on the issue of Dr. Olson's resignation

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- Kristen Olson: a community member and former parent, thanked Dr. Olson for his service and told the board members they should recuse themselves from the search
- Rachel Georgakis: D64 parent, educator elsewhere, and board election candidate addressed the board on the current instability and its negative impact; the difficulty to attract good candidates with the current perception of the district; the lack of transparency; and asked for the new board to select the superintendent after the elections
- Mark Anderson: a 25-year resident, asked for someone to look out for the most vulnerable in the student population, especially LGBTQ students
- Nan Parson: a 52-year resident, expressed her great disappointment at Dr. Olson’s resignation and her disturbance at the lack of support for educators
- Alex Waters: a D64 parent, spoke about the difficult year with full-day kindergarten needing improvement, the curriculum issues, and asked for the new board to select the superintendent after the elections
- Gloria Kuechenberg: former D64 parent told the board about her child’s bad experience at Emerson with English learning and said academics should be prioritized
- Mary Fontaine: stated she did not want “Florida schools”, stressed the need for separation of church and state, and the importance of critical thinking. She said teachers and administration deserved appreciation and support. She asked the board to wait until after the elections to hire a new superintendent
- Beth Rankin: a D64 parent, thanked Dr. Olson and expressed her sadness at his departure
- Nicole Birmingham: D64 parent and teacher elsewhere, thanked Dr. Olson, stated the district’s bad reputation would harm the search to replace the superintendent, and asked the board to wait until after elections to select a new superintendent
- George Kouros: a resident, wanted to know what had happened since August when the board had extended Dr. Olson’s contract till 2025. He also asked the board what their vision was
- Ginger Pennington: a D64 parent, spoke in support of Dr. Olson and asked for people in the room to stand to show their support for him

**APPROVAL OF MEETING AGENDA**

No changes were made to the agenda.

**ADOPTION OF RESOLUTION #1306 DIRECTING THE CHIEF SCHOOL BUSINESS OFFICIAL UNDER THE DIRECT SUPERVISION OF THE SUPERINTENDENT TO BEGIN PREPARATION OF A TENTATIVE BUDGET FOR THE 2023-2024 FISCAL YEAR IN ACCORDANCE WITH BOARD POLICY 4:10 *FISCAL & BUSINESS MANAGEMENT* & THE ILLINOIS SCHOOL CODE 105 ILCS 5/17-1**

CSBO Parisi noted this was just the beginning of the budget process. He stressed that his goal for the 2023-2024 school year was to bring a true balanced budget.

**ACTION ITEM 23-01-1**

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It was moved by Board member Kennedy and seconded by Board member Ryles that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, adopt the attached Resolution #1306 directing the Chief School Business Official Under the Direct Supervision of the Superintendent to Begin Preparation of a Tentative Budget for the 2023-2024 Fiscal Year in Accordance with Board Policy 4:10 Fiscal and Business Management and the Illinois School Code 105 ILCS 5/17-1.

The votes were cast as follows:

Ayes: Lubinski, Voitowich, Kennedy, Sotos, Ryles, Sales, Pearl

Nays: None

Present: None

Absent: None

The motion carried.

**APPROVAL OF SETTLEMENT AGREEMENT WITH NON-CERTIFIED EMPLOYEE**

The Board had discussed this issue in closed session at the start of the meeting and had no further comments or questions.

ACTION ITEM 23-01-2

It was moved by board member Lubinski and seconded by board member Kennedy that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, approve the settlement agreement and general release by and between the Board of Education, and John Samp.

The votes were cast as follows:

Ayes: Lubinski, Sales, Ryles, Sotos, Voitowich, Pearl, Kennedy

Nays: None

Present: None

Absent: Noen

The motion carried.

**APPROVAL OF SEVENTH AMENDMENT TO REGULAR EDUCATION TRANSPORTATION SERVICES CONTRACT & APPROVAL OF FIFTH AMENDMENT TO SPECIAL EDUCATION TRANSPORTATION SERVICES CONTRACT**

Dr. Parisi stated that he was looking to extend the contracts with the current provider, as the administration was satisfied with the services. The new contracts included a 6.7% increase over the previous year. Dr. Parisi stated that it was his belief that a bid process would return higher rates given the current economic climate. He had spoken to colleagues in other districts and that seemed to be the general consensus.

ACTION ITEM 23-01-3

It was moved by board member Lubinski and seconded by board member Kennedy that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the Seventh

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Amendment to the Regular Education Transportation Services Contract with Lakeview Bus Lines, Inc. at a 6.7% increase in the current rates for regular transportation.

The votes were cast as follows:

Ayes: Sotos, Kennedy, Sales, Lubinski, Pearl, Ryles, Woitowich

Nays: None

Present: None

Absent: None

The motion carried.

**ACTION ITEM 23-01-04**

It was moved by board member Kennedy and seconded by board member Woitowich that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the Fifth Amendment to the Special Education Transportation Services Contract with Lakeview Bus Lines, Inc. at a 6.7% increase in the current rates for special transportation.

The votes were cast as follows:

Ayes: Kennedy, Ryles, Sotos, Woitowich, Sales, Lubinski, Pearl

Nays: None

Present: None

Absent: None

The motion carried.

**DISCUSSION & APPROVAL OF STUDENT FEES & KINDERGARTEN TUITION FOR 2023-2024**

Dr. Parisi stated that there was a philosophical as well as economic piece to this item. But ultimately, he needed to balance the budget. The District had not raised student fees going on 15 years now. He recommended leaving the regular fees as they were, but he would recommend raising participatory fees for certain programs and for transportation. Member Sotos asked why student fees for kindergarten were not built into the tuition but billed separately and in addition to it. Dr. Parisi said this was the case last year; the fees cover consumable materials, just the same as in grades 1-5. Member Kennedy said the Chorus fee increase made sense but he didn't understand the busing fees. There was a reduction from \$305 to \$210 for cold-weather bus services. Dr. Parisi stated that parents had reached out to say that the fees were not equitably prorated for the annual transportation versus the cold-weather one. Member Kennedy wanted to keep the fees at \$305. Member Sales asked when full-day kindergarten could become tuition-free; Dr. Parisi could not give a definitive answer, but he stated this would not happen next year. Superintendent Olson said it was typical in other districts to do away with it after 3 years. Member Ryles stated he was against charging the tuition. Member Sales asked what Dr. Parisi's plan was should the motion fail. Dr. Parisi stated it would be extremely challenging to balance the budget if tuition for full-day kindergarten went away. He could use fund balances but that did not equate to a balanced budget. Member Sotos stated that while he was against the tuition, it would not be fiscally responsible to vote against it. Member Kennedy asked if, as

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projected last year, the District had received \$1.3M or \$1.4M revenue from the tuition. Dr. Parisi said they were close to that but not exactly at that number. The District offered partial and full waivers for certain families. He expected this coming year to be better as more students move into the full-day kindergarten program.

ACTION ITEM 23-01-5

It was moved by board member Sotos and seconded by board member Kennedy that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, approve the 2023-2024 student fees as presented.

The votes were cast as follows:

Ayes: Ryles, Kennedy, Woitowich, Pearl, Sales, Sotos, Lubinski

Nays: None

Present: None

Absent: None

The motion carried.

ACTION ITEM 23-01-5-a

It was moved by board member Sotos and seconded by board member Kennedy that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, approve the 2023-2024 kindergarten tuition as presented.

The votes were cast as follows:

Ayes: Sales, Sotos, Kennedy, Pearl, Lubinski

Nays: Woitowich, Ryles

Present: None

Absent: None

The motion carried.

**APPROVAL OF ARCHITECT OF RECORD**

Eight firms had been interviewed following a Request for Quote (RFQ) and search, presentations by each firm, and thorough question and answer sessions. The administration was recommending Wright & Company as the top choice due to its proven record, as well as its established relationship with the city of Park Ridge, and its in-house team of engineers. Mr. Bersani had previous experience with Wright & Co. as he had worked with the firm in three of the four previous districts he had been in. Member Sotos noted that the contract had been reviewed by legal counsel and asked how much it had been modified. Board legal counsel Tony Loizzi stated that these agreements tended to be one-sided so the attorneys had combed through this one and modified it to make it more equitable. Member Kennedy asked what had been the difference between the top two candidates; Dr. Parisi answered that the relationship with the city was extremely important, as well as the fact that the firm had quickly identified the current issues in our

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buildings. Member Sales noted that, according to policy, the Board should meet with the new architects to go over details and future plans.

ACTION ITEM 23-01-6

It was moved by board member Kennedy and seconded by board member Ryles that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, approve Wight and Company, as the architect of record.

The votes were cast as follows:

Ayes: Sotos, Sales, Voitowich, Lubinski, Ryles, Kennedy, Pearl

Nays: None

Present: None

Absent: None

The motion carried.

**ADOPTION OF RESOLUTION #1307 AUTHORIZING THE ENGAGEMENT OF A REAL ESTATE BROKER TO SELL REAL PROPERTY**

Dr. Parisi said the Board had discussed the sale of the vacant property at 820 Rowe at the December regular meeting. The bid results returned only one interested party but not at the \$350K minimum sale price set by the Board. The recommendation was to hire a broker to try and garner more interest and a higher offer. Any candidate would be vetted prior to hiring for any potential conflict of interest with current Board members.

ACTION ITEM 23-01-7

It was moved by board member Lubinski and seconded by board member Kennedy that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, adopt Resolution #1307 authorizing the engagement of a real estate broker to sell real property with broker fees not to exceed 7%.

The votes were cast as follows:

Ayes: Kennedy, Sales, Sotos, Voitowich, Lubinski, Pearl, Ryles

Nays: None

Present: None

Absent: None

The motion carried.

**RECOMMENDATIONS & APPROVAL OF PURCHASES & CONTRACTS FOR THE 2023 E-RATE PROJECTS**

Director of Technology Mary Jane Warden said she had presented the Board at the December meeting with the two projects. She was now bringing recommendations for awarding the contracts. The first was to upgrade the firewall, and the administration had chosen Palo Alto as the best match for ease of upgrade and

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the contract would run through 2030. The purchase will include a subscription for service and support. Two bids had been received. The second project was the upgrade of switches. All proposals obtained had been considered, even a change of all switches if it would have been a better option for the district.

ACTION ITEM 23-01-8

It was moved by board member Sales and seconded by board member Woitowich that the Board of Education of Community Consolidated School District 64, Park Ridge -Niles, Illinois, approve the purchase of the Palo Alto firewall from CDWG in the amount of \$98,725.96 which includes 3-year subscriptions to Threat Prevention and Filtering Services and a 3-year Premium-level maintenance and support plan.

The votes were cast as follows:

Ayes: Kennedy, Sales, Lubinski, Sotos, Pearl, Woitowich, Ryles

Nays: None

Present: None

Absent: None

The motion carried.

ACTION ITEM 23-01-9

It was moved by board member Sales and seconded by board member Woitowich that the Board of Education of Community Consolidated School District 64, Park Ridge -Niles, Illinois, approve the purchase of the network switches and associated 5-year subscription from CDWG in the amount of \$224,096.00.

The votes were cast as follows:

Ayes: Pearl, Kennedy, Lubinski, Ryles, Sales, Woitowich, Sotos

Nays: None

Present: None

Absent: None

The motion carried.

**APPROVAL OF RECOMMENDED PERSONNEL REPORT**

Prior to voting on the personnel report, Dr. Pearl stated it made little sense to vote on the personnel report, recommended by the Superintendent, with the Superintendent's resignation on the report. She requested the resignation be pulled off the report and voted on separately.

Ellen Harris - Employ as Speech Language Pathologist at Washington School effective December 21, 2022 - MA+24, Step 1 - \$40,221.02 (prorated).

Madeline Mitchell - Employ as .4 Social Worker/Special Education Facilitator at Jefferson School effective January 11, 2023 - MA+48, Step 1 - \$17,759.57.

Presila Puentes - Employ as Night Custodian at Emerson Middle School effective December 13, 2022 - \$17.03 hourly.

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Christine Rojas - Employ as Night Custodian at Field School effective December 12, 2022 - \$17.03 hourly.  
Benjamin Ryles - Employ as Night Custodian at Washington School effective January 9, 2023 - \$17.03 hourly.

Erin Wilson - Employ as Speech Language Pathologist at Roosevelt School effective December 19, 2022 - MA, Step 1 - \$37,352.11 (prorated).

Kelley Evola - Change in assignment from 248 day work calendar to 261-day work calendar effective December 16, 2022 - \$45,413.28 (prorated).

Emily Kelly - Resign as Teaching Assistant at Emerson Middle School effective December 13, 2022.

Kathi Nelson - Resign as Teaching Assistant at Carpenter School effective January 11, 2023.

Nicolette Solano - Resign as District BCBA as of January 10, 2023.

Colleen Walter - Resign as Special Education Teacher at Field School effective at the end of the 2022-23 school year.

Jennifer Volpe - Resign as Special Education Facilitator for the District effective December 22, 2022.

Kimberly Cichon - Retire as Physical Education Teacher at Washington School effective June 12, 2023.

Chris Corlett - Retire as Science Teacher at Lincoln Middle School effective June 2024.

Lisa Halverson - Retire as Principal at Jefferson School effective June 30, 2023.

Mary Lally - Retire as 1st Grade Teacher at Franklin School effective June 2024.

Lisa Sewell - Retire as Social Worker at Jefferson School effective June 2024.

Cynthia Seputis - Retire as Music Teacher at Carpenter School effective June 2024.

Matthew Toren - Retire as 4th Grade Teacher at Carpenter School effective June 2024.

ACTION ITEM 23-01-10 - resignation of superintendent

It was moved by board member Pearl and seconded by Board member Kennedy that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the resignation of Superintendent Dr. Eric Olson.

The votes were cast as follows:

Ayes: Sales, Kennedy, Sotos, Lubinski

Nays: Voitowich, Pearl, Ryles

Present: None

Absent: None

The motion carried.

ACTION ITEM 23-01-10 - personnel report

It was moved by board member Kennedy and seconded by Board member Voitowich that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the Personnel Report dated January 26, 2023, noting that the Personnel Report is based on the recommendation of the superintendent and not upon the board's direct knowledge regarding any of the specific individuals selected for employment.

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The votes were cast as follows:

Ayes: Sales, Lubinski, Sotos, Kennedy, Pearl

Nays: None

Present: Ryles, Woitowich

Absent: None

The motion carried.

The Board took a five-minute break before proceeding to the rest of the agenda. Dr. Olson left the meeting during the break.

**CONSENT AGENDA**

Board member Kennedy requested the IGA with the City of Park Ridge for crossing guards be pulled from the consent agenda and voted on separately. He inquired what further conversations had taken place since the last meeting. CSBO Parisi said there had been no changes, and Park Ridge representatives had come back with the same rationale. Member Sotos said he had looked into the agreement in more detail and said it seemed reasonable. Member Ryles asked if someone from the district should be in the room when the city negotiated the contract with Andy Frain. The Board discussed the issue a little longer, including, how important crossing guards were, and how difficult it had been to cover the intersections before the outsourcing to Andy Frain. They decided to proceed with the vote.

- Bills, Payroll, and Benefits

**Bills**

<u>Fund</u>	<u>Fund Total</u>
10 - Education Fund	\$ 1,114,503.59
20 - Operations and Maintenance Fund	\$ 381,529.59
30 - Debt Services	\$ -
40 - Transportation Fund	\$ 173,997.29
50 - Retirement (IMRF/SS/MEDICARE)	\$ -
60 - Capital Projects	\$ 1,191,003.05
61 - Capital Projects-2017 Debt Certificates	\$ -
80 - Tort Immunity Fund	\$ -
90 - Fire Prevention and Safety Fund	\$ -
<b>Total:</b>	<b>\$ 2,861,033.52</b>

**Payroll & Benefits**

<u>Fund</u>	<u>Fund Total</u>
10 - Education Fund	\$ 4,347,304.82
20 - Operations and Maintenance Fund	\$ 227,276.77
40 - Transportation Fund	\$ 1,554.64

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50 - IMRF/FICA Fund	\$	77,773.69
51 - SS/Medicare	\$	110,552.20
80 - Tort Immunity Fund	\$	-
<b>Total:</b>		<b>\$ 4,764,462.12</b>

The Accounts Payable detailed list can be viewed on the District 64 website’s business services page at [www.d64.org](http://www.d64.org).

- Bills, Payroll & Benefits
- Approval of Financial Update for the Period Ending November 30, 2022
- Approval of Intergovernmental Agreement with the City of Park Ridge for Crossing Guard Services (voted on separately)
- Destruction of Audio Closed Recordings (none)

**ACTION ITEM 23-01-11- (amended)**

It was moved by board member Sales and seconded by board member Sotos that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the Consent Agenda for January 26, 2023, which includes: Bills, Payroll & Benefits; Approval of Financial Update for the Period Ending November 30, 2022; and Destruction of Audio Closed Recordings (none)

The votes were cast as follows:

Ayes: Sales, Pearl, Lubinski, Kennedy, Sotos, Ryles, Woitowich

Nays: None

Present: None

Absent: None

The motion carried.

**ACTION ITEM 23-01-11- (IGA only)**

It was moved by board member Woitowich and seconded by board member Sales that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the Intergovernmental Agreement with the City of Park Ridge for Crossing Guard Services.

The votes were cast as follows:

Ayes: Woitowich, Pearl, Ryles, Sotos, Sales

Nays: Kennedy

Present: Lubinski

Absent: None

The motion carried.

**APPROVAL OF MINUTES**

**ACTION ITEM 23-01-12**

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It was moved by board member Ryles and seconded by board member Sales that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the minutes from the Regular Meeting on December 15, 2022.

The votes were cast as follows:

Ayes: Kennedy, Ryles, Woitowich, Sotos, Lubinski, Sales, Pearl

Nays: None

Present: None

Absent: None

The motion carried.

**DISCUSSION & APPROVAL OF SELECTED EXECUTIVE SEARCH FIRM FOR THE SUPERINTENDENT SEARCH**

Member Sales, at the request of Dr. Pearl, lead this discussion. She stated the Board was not ready to vote on anything tonight. Legal counsel Loizzi said the Board would need to discuss whether they would be searching for a permanent or interim person. He stated that the pool is generally better in September-October and the Board could wait and hire an interim in the meantime. Search firms can help determine that, as well as help with finding candidates for the interim. Member Sotos noted that the Board had been in the same position in 2018 when the previous superintendent resigned and had proceeded with a permanent hire with success. Member Woitowich stated the pool might look very different after the pandemic. Legal counsel advised having this discussion once the search firm had been selected. Dr. Martin had received three proposals from search firms that had been forwarded to the members. Member Kennedy suggested meeting next week to interview those firms. Most members were in agreement that they would consider an interim only if absolutely necessary. President Pearl noted she had given the lead for the purpose of this search to vice president Sales. She cited the fact that she is a candidate in the Board elections and that the search is very time-consuming. President Pearl also stressed that it was tricky to interview candidates before the Board was due to turn over in a couple of months.

Procedural Motion

It was moved by board member Kennedy and seconded by board member Lubinski that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, authorize the Board vice-president to be able to call meetings, discuss with legal counsel, set agenda items, discuss with search counsel whom we appoint next week, and to discuss action items around the hiring of the new superintendent.

The votes were cast as follows:

Ayes: Pearl, Kennedy, Lubinski, Ryles, Sales, Woitowich, Sotos

Nays: None

Present: None

Absent: None

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The motion carried.

**OTHER DISCUSSIONS & ITEMS OF INFORMATION**

Dr. Pearl stated the next regular meeting was scheduled for February 16.

**NEW BUSINESS**

None

**ADJOURNMENT**

At 9:55 p.m., it was moved by board member Lubinski and seconded by board member Sales to adjourn the regular meeting. The motion was approved by unanimous voice vote.

Signed Date: March 6, 2023.

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President

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Secretary

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**BOARD OF EDUCATION  
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 64  
Minutes of the Special Board of Education Meeting held at 6:00 p.m.  
February 1, 2023  
Jefferson School - Hendee Rooms  
8200 W Greendale Ave, Niles, IL**

Board President Pearl called the special meeting to order at 6:00 p.m. Board members in attendance were Phyllis Lubinski, Carol Sales, Gareth Kennedy (by phone, joined in person at 7 pm), and Larry Ryles. Board member Dr. Nicole Weitowich submitted her resignation on January 27, 2023. Board member Tom Sotos joined the meeting at 6:08 p.m. Approximately 20 members of the public were present.

Board of Education meetings are videotaped and may be viewed in their full length from the District's website at <http://www.d64.org>. The agenda and reports for this meeting are also available on the website or through the District 64 Educational Service Center, 164 S. Prospect Ave., Park Ridge, IL 60068.

**PLEDGE OF ALLEGIANCE**

Member Ryles led the pledge.

**PUBLIC COMMENTS**

No public comments were received from the members of the public present. One public comment was submitted via email and will be included in the February 16 regular meeting packet.

**DISCUSSION REGARDING HOW TO PROCEED WITH FILLING THE SUPERINTENDENT VACANCY**

Vice President Sales thanked Dr. Martin for organizing this meeting and gathering the search firms to present on short notice.

**PRESENTATIONS & INTERVIEWS OF EXECUTIVE SEARCH FIRMS**

Dr. Martin introduced School Exec Connect, the first firm to present tonight. Dr. Bhavna Sharma-Lewis and Dr. Tim Shimp presented for the firm; both are currently seated superintendents in the area. They gave a resume of the firm and themselves, and explained the search process and plan noting this was a tight timeframe and that it will be necessary to move expeditiously. They would hold focus groups, meet with all stakeholders, prepare a survey for the community, and then create a profile of the desired superintendent. They preferred face-to-face interviews over virtual ones and did formal background checks. They would present the chosen candidates in closed session meetings. They emphasized the personalized approach the firm takes for the search, the fact that they are very active and seated superintendents, and their involvement in many organizations. They will go back for other candidates if the Board is not satisfied at first and provide a 2-year guarantee if things don't work out. They provide boards with comparable districts' salary data to remain competitive. A member asked if the firm thought this process was being rushed, and they

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answered no. The firm was contracted by the District in 2018 for the last search, but the representatives stressed that the company had undergone some changes and their survey was different. Member Ryles asked if there was a shortage of superintendents, and they answered yes but that it didn't mean less quality. They noted the national average is less than 3 years in the position. They do provide and actively recruit minority candidates, but could not say without further research if candidates had special education backgrounds in the history of the firm's recent searches. They believed that the candidates for the April board elections should be involved in the search process and creation of the profile, although this could be done separately from the current Board. Their out-of-state candidates tended to be Midwest-centered and the only issue would be around logistics.

The next presentation was from BWP, by Dr. Mark Friedman and Dr. Glenn Schlichting, both local. In addition, they mentioned that they engage the help of a current seated superintendent in San Diego, Brady Leighhangela, to help with their efforts. The firm promised to provide advice on interim versus permanent for a superintendent, timing, and expediting the process. The firm has nine partners and forty associates and is rooted in Illinois, with strong connections to all educational associations. It has an excellent track record, with 98% of candidates placed since 2006 having remained on the job a minimum of three years; 95% receiving successor contracts, and a 95% rating of satisfaction between superintendents and boards. No one placed was ever found to be negligent or criminal. The firm has a built-in mentoring program. An extensive list of placed candidates in nearby districts was provided. The firm anticipated phase 1 to be completed in February, phases 2 and 3 between February and March, and phases 4 and 5 in April. Both representatives stressed that while round 1 will see 5-7 candidates, and round 2 will narrow between 2 and 3 finalists, only one right candidate is necessary. They did not see a difference in candidate pool qualities between spring and fall searches. They said they already had candidates in mind, including a list of established interims, and could help provide the Board with interims if needed; there was no additional fee for that. They stated their results speak for themselves and the Board members could call surrounding districts to check on candidates that were placed there. Member Ryles inquired about closed versus open searches, the representatives stated their last two searches were closed, this was better as public searches placed the candidates in awkward situations if they then needed to go back to their districts. Member Sotos asked how many placed superintendents used the mentoring program offered; they said all the time. They also stated they have numerous connections, a wide network through professional organizations, and advertising as well. They complimented the District on its reputation, good standing, and wonderful strategic plan in place. They said there are various ways to handle running candidates in the election and involvement in the search varied from district to district. They recommended filling the Board vacancy quickly, the sooner the better. Member Kennedy asked about the firm's national reach and out-of-state candidates. Dr. Schlichting explained that in the past Illinois was a desired destination, but changes in the pension system in 2011 had put caps on salary, years of service, and other disincentives for people out-of-state. Therefore their number had been greatly impacted and the volume of choice was down. Unique circumstances could draw a candidate from another state. He also confirmed that he and Dr. Friedman would be in charge of the search should their firm be selected.

The third presentation came from HYA, by Dr. James Gay and Mr. Richard Nogal. The firm has associates and resources nationwide. The representatives stated that given the shortage of educators, it was vital to get

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quality candidates. They presented the firm's history, with 35 years and 1600 searches nationwide, and 130 current associates. They publish a comprehensive portal during the search to make it a very transparent process and stated it was normally a 16-week process. They also provide transition help with workshops and prefer face-to-face meetings with candidates. They insist on getting the right data to the Board so they can make an informed decision. They believe in engaging community members and customizing the survey to help guide the Board's decision. They have an aggressive recruitment process, make phone calls and visits, to find the right person. Responding to a question from Board member Lubinski, they stressed that while social-emotional learning is important, academics were equally important to move forward. Member Ryles asked if the pool was larger during a closed search, Mr. Nogal disagreed and stated he preferred open searches. He said a closed search was much less transparent and made it difficult to conduct a thorough vetting process. President Pearl asked about election candidates' involvement in the search, and the response was that candidates should not be involved in the process but transparency was necessary. The involvement of candidates could come at a later time. The representatives confirmed they were flexible on the terms of the contract and payments. They named a couple of districts locally where they had helped: St Charles Elmhurst, West Aurora. Both noted that Dr. Jane Westerhold, their partner, was the one with knowledge of the area. They also recommended filling the Board vacancy as soon as possible.

The Board took a five-minute break following the presentations.

**BOARD RECESSES & ADJOURNS TO CLOSED MEETING**

At 8:40 p.m. it was moved by Board member Ryles and seconded by Board member Sotos to recess from the special Board meeting and adjourn to a closed meeting to discuss: the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors, or specific volunteers of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor, or a volunteer of the District or against legal counsel for the District to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with this Act [5 ILCS 120/2(c)(1)].

The votes to adjourn to the closed meeting were cast as follows:

Ayes: Sales, Pearl, Ryles, Lubinski, Kennedy, Sotos

Nays: None

Present: None

Absent: None

The motion carried.

**BOARD ADJOURNS FROM THE CLOSED MEETING & RESUMES THE SPECIAL MEETING**

At 9:15 p.m. the Board resumed the special meeting.

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**APPROVAL OF SELECTED EXECUTIVE SEARCH FIRM FOR THE SUPERINTENDENT SEARCH**

Member Kennedy stated that all three firms were good and the Board appreciated the presentations. They had decided to engage BWP in part due to their local connection, the fact that they had listened to the last board meeting and seemed well-prepared, and had answered questions thoroughly about the national search.

**ACTION ITEM 23-02-1**

It was moved by Board member Sales and seconded by Board member Lubinski that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, approve the selection of BWP to conduct the superintendent search.

The votes to adjourn to the closed meeting were cast as follows:

Ayes: Ryles, Pearl, Lubinski, Sotos, Sales, Kennedy

Nays: None

Present: None

Absent: None

The motion carried.

The Board then discussed possible dates for the next special meeting to approve the contract with BWP and receive a presentation with options for the search. February 9 and 13 were considered as possible dates. Dr. Martin will reach out to BWP and determine whether either date is convenient and will let the Board know when the meeting is scheduled. The contract with BWP could be approved at the regular February 16 meeting if legal counsel doesn't have enough time by February 9 or 13, but the special meeting and presentation would proceed.

**DISCUSSION OF THE INTERVIEW PROCESS FOR CANDIDATES FOR BOARD VACANCY**

Dr. Weitowich's resignation letter was submitted to the Board secretary on January 29, 2023. The Board now has 60 days to fill the vacancy. Based on the responses from the search firms, member Kennedy noted this should happen sooner rather than later to allow the appointed member to participate in the search process. Member Sotos stressed that it was important to let the community know what the process would be. The members discussed the process and agreed on an application deadline of February 21, and a special meeting to interview the candidates on February 27 starting at 6 pm. The meeting will be open, candidates would receive questions ahead of time, be interviewed in a random order, and would be asked to refrain from social media and communication while waiting for their turn in a separate room. President Pearl confirmed that the Board would essentially follow the same process as it did for the last vacancy in 2022 when member Rebecca Little resigned.

**ADJOURNMENT**

At 9:35 pm. it was moved by Board member Lubinski and seconded by Board member Kennedy to adjourn the special meeting. The motion was carried out by unanimous voice vote.

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Signed Date: March 6, 2023.

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President

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Secretary

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**BOARD OF EDUCATION  
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 64  
Minutes of the Special Board of Education Meeting held at 6:00 p.m.  
February 9, 2023  
Jefferson School - Hendee Rooms  
8200 W Greendale Ave, Niles, IL**

Board President Pearl called the special meeting to order at 6:03 p.m. Board members in attendance were Carol Sales, Phyllis Lubinski, Gareth Kennedy (by phone), and Larry Ryles. Board member Tom Sotos joined the meeting at 6:27 p.m. Also present were Assistant Superintendent for Human Resources Dr. Joel Martin, Communications Specialist Chris Lilly, and Administrative Assistant Natasha Nedeljkovic. Five members of the public were present.

Board of Education meetings are videotaped and may be viewed in their full length from the District's website at <http://www.d64.org>. The agenda and reports for this meeting are also available on the website or through the District 64 Educational Service Center, 164 S. Prospect Ave., Park Ridge, IL 60068.

**PLEDGE OF ALLEGIANCE**

Member Ryles led the pledge.

**PUBLIC COMMENTS**

No public comments were received from the members of the public present in the room; no public comment was submitted via email.

**APPROVAL OF BWP CONTRACT FOR THE SUPERINTENDENT SEARCH**

Board vice president Carol Sales stated that the contract was still under review by legal counsel and this item would be removed from tonight's agenda. The contract will be finalized and brought back for approval at the February 16 regular meeting.

**EXECUTIVE SEARCH FIRM PRESENTATION TO THE BOARD & DISCUSSION OF OPTIONS FOR THE SUPERINTENDENT SEARCH**

BWP representatives, Dr. Mark Friedman & Dr. Glenn Schlichting, introduced Dr. Leighangela Brady who was joining the meeting via phone for a short time. Dr. Brady is a seated superintendent in San Diego and would help with the search. The representatives went over important items to facilitate the start of the search. Board members had agreed that they would prefer to find a permanent superintendent and would only consider an interim if absolutely necessary. The discussion then moved on to the idea of closed, open, or hybrid search. The consensus was that a closed search was preferred to attract the largest pool of candidates and especially to attract seated superintendents. The members did not exclude a hybrid format toward the end of the process to allow for more involvement from Board election candidates or other stakeholders. BWP representatives noted that they were attending a national superintendent conference next

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week; they would start recruiting potential candidates with the understanding that this would be a closed search process. Board vice president Sales will be the contact person for the search that BWP will communicate with, along with Dr. Martin. BWP also inquired if Board members would require candidates to have a doctorate. While a doctorate was not absolutely required, members expressed some concern about candidates who were in the process for a long time. BWP representatives suggested that a known graduation date could be a requirement in order to consider the candidate. In the end, candidates without a doctorate degree would be considered, with careful consideration of their process timeline toward that degree. The members discussed salary amounts and will receive data from both BWP and Dr. Martin to make an informed decision. BWP stressed this was important to know ahead of time to avoid losing anyone late in the process because of salary issues. With regards to the timeline, posting of the position and advertising would begin the week of February 13, with active recruiting between February 19 and March 15. The week of February 20 would see the start of community engagement with focus groups, and the survey shared with stakeholders with one week to respond. The candidate profile would then be prepared and shared with the Board. BWP suggested a March 15 deadline for applications but noted this would be a “rolling search”, with candidates considered as soon as their applications were submitted. Interviews would be starting the week of April 3, possibly after the April 4 elections to allow for election candidates to participate in the final stage of the search process. This would be narrowed down as the search progressed and the pool of candidates was better known. BWP noted this was an aggressive timeline but not unheard of. The goal was to complete the process by April. Member Ryles noted that he would prefer a special education background as a requirement for any candidate. President Pearl inquired about the one on one interviews between BWP and the Board members; Dr. Friedman said the firm would work with the administration to schedule the interviews. Vice president Sales asked if the salary study should be posted on the website; Dr. Schlichting said he would not advise this information to be posted.

**ADJOURNMENT**

At 7:15 pm. it was moved by Board member Sotos and seconded by Board member Lubinski to adjourn the special meeting. The motion was carried out by unanimous voice vote.

Signed Date: March 6, 2023.

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President

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Secretary

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**BOARD OF EDUCATION  
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 64  
Minutes of the Special Board of Education Meeting held at 6:00 p.m.  
February 27, 2023  
Jefferson School - Hendee Rooms  
8200 W Greendale Ave, Niles, IL**

Board President Pearl called the special meeting to order at 6 p.m. Board members in attendance were Phyllis Lubinski, Carol Sales, Gareth Kennedy, Tom Sotos, and Larry Ryles. Also present were Superintendent Dr. Eric Olson; Communications Specialist Christopher Lilly; and Administrative Assistant to the Superintendent Natasha Nedeljkovic. Approximately 7 members of the public were present.

Board of Education meetings are videotaped and may be viewed in their full length from the District’s website at <http://www.d64.org>. The agenda and reports for this meeting are also available on the website or through the District 64 Educational Service Center, 164 S. Prospect Ave., Park Ridge, IL 60068.

**PLEDGE OF ALLEGIANCE**

Member Ryles led the pledge.

**OPENING REMARKS FROM THE PRESIDENT OF THE BOARD**

President Pearl noted this was a special meeting to interview all 12 applicants for the vacant Board member position. She thanked everyone for their interest.

**PUBLIC COMMENTS**

No public comments were received either by those present or via email.

**INTERVIEW OF CANDIDATES FOR BOARD VACANCY**

President Pearl noted the Board will essentially “pull names out of a bag” for a random order of interviews, with the exception of the first candidate who was virtual. Candidates were moved to another room and would be brought in when it was their turn to be interviewed. They were asked to refrain from listening to or viewing the live stream of the meeting or using their phones while waiting.

The Board conducted interviews with Linnea Johnson (virtually), Joseph Lee, Mark Anderson, Kurt Kuempel, Jennifer Conlon, Demetri Touzios, Julia Baraglia, George Kouros, Gloria Kuechenberg, Anita Rifkind, Joseph Ignoffo, Amy Caffero-Tolemy, individually in turn, giving each fifteen minutes to answer the same questions. The candidates were provided with the following set of questions ahead of the meeting:

- Why are you interested in this vacant seat on the board?
- What specific skills would you bring to this board?
- How will you prepare yourself for the challenges of being a board member?
- How is the role of an appointed board member similar or different from a board member who was elected?

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- Do you have any close family members who are employees of D64? Do you or any close employees work for or own a company that has contracts to supply goods or services to D64?
- How will you balance the needs of parents, students, staff, and administrators?

The Board also allowed for questions from each candidate at the end of their interview.

**BOARD RECESSES & ADJOURNS TO CLOSED MEETING**

At 8:41 p.m. it was moved by Board member Lubinski and seconded by Board member Sotos to recess from the special Board meeting and adjourn to a closed meeting to discuss: the selection of a person to fill a public office, as defined in the Open Meetings Act, including a vacancy in a public office, when the public body is given power to appoint under law or ordinance, or the discipline, performance, or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance [5 ILCS 120/2(c)(3)].

The votes to adjourn to closed meeting were cast as follows:

Ayes: Ryles, Pearl, Lubinski, Sotos, Sales

Nays: Kennedy

Present: None

Absent: None

The motion carried.

**BOARD ADJOURNS FROM THE CLOSED MEETING & RESUMES THE SPECIAL MEETING**

At 9:55 p.m. the Board resumed the special meeting.

**APPOINTMENT OF BOARD MEMBER**

President Pearl noted this had been a long deliberation and very close for all candidates.

**ACTION ITEM 23-02-9**

It was moved by Board member Lubinski and seconded by Board member Ryles that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, approve the selection of Demetri Touzios to fill the open Board position vacated by Dr. Nicole Woitowich effective immediately until the end of the position term in 2025.

The votes were cast as follows:

Ayes: Ryles, Sotos, Kennedy, Pearl, Lubinski, Sales

Nays: None

Present: None

Absent: None

The motion carried.

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**ADJOURNMENT**

At 9:57 pm. it was moved by Board member Sotos and seconded by Board member Kennedy to adjourn the special meeting. The motion was carried out by unanimous voice vote.

Signed Date: March 6, 2023.

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President

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Secretary

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To: Board of Education  
From: Dr. Eric Olson, Superintendent  
Date: March 6, 2023  
Re: First Reading & Approval of Policy 2:210 *Organizational School Board Meeting*

Per policy 2:240 *Board Policy Development*, policies or policy revisions will not be adopted at the Board meeting at which they are first introduced, except in certain special circumstances, including when “necessary or prudent in order to meet emergency or special conditions or to be legally compliant”.

The Board would like to adopt the revisions to policy 2:210 as included in the latest PRESS issue (attachment 1). This updated version of the policy complies with the legal changes that extended the time to seat a new Board from 28 to 40 days following an election. The Board waives a second reading to adopt the policy tonight and allow us to comply with the law.

ACTION ITEM 23-03-10

I move that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, waive a second reading and adopt the revisions to policy 2:210 *Organizational Meeting of the Board* tonight on first reading.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

The votes were cast as follows:

AYES:

NAYS:

PRESENT:

ABSENT:

## School Board

### Organizational School Board Meeting <sup>1</sup>

During a March meeting in odd-numbered years, the School Board establishes a date for its organizational meeting to be held sometime after the election authority canvasses the vote, but within ~~4028~~ days after the consolidated election. The consolidated election is held on the first Tuesday in April of odd-numbered years. At the organizational meeting, the following shall occur:

1. Each successful candidate, before taking his or her seat on the Board, shall take the oath of office as provided in Board policy 2:80, *Board Member Oath and Conduct*. <sup>2</sup>
2. The new Board members shall be seated.
3. The Board shall elect its officers, who assume office immediately upon their election. <sup>3</sup>
4. The Board shall fix a time and date for its regular meetings. <sup>4 5</sup>

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>1</sup> State law controls this policy's content. Local canvassing boards were abolished in 2006, and the statute requiring school boards to canvass the vote was repealed. The appropriate *election authority* (county clerk or election commission) canvasses the vote for school district elections. 10 ILCS 5/1-8. The election authority must canvass the vote within 21 days after the election. 10 ILCS 5/22-17 and 5/22-18. Sometime between receiving the results from the election authority, but within ~~4028~~ days after the consolidated election, boards must hold an organizational meeting to elect officers and fix a time and place for the regular meetings. 105 ILCS 5/10-16, amended by P.A. 102-798. State law contains the schedule for consolidated elections. 10 ILCS 5/2A-1.1. See sample policy 2:30, *School District Elections*.

The following option may be added after the second sentence of the first paragraph. It allows a board to recognize that the consolidated election will be postponed for Passover (10 ILCS 5/2A-1.1a); the exact provision is already in 2:30, *School District Elections*:

If, however, that date conflicts with the celebration of Passover, the consolidated election is postponed to the first Tuesday following the last day of Passover.

<sup>2</sup> The oath required by 105 ILCS 5/10-16.5 is "administered as determined by the board." There are lots of variations on how to accomplish this task. One alternative follows:

The meeting is called to order by the Board President, provided he or she is still in office and, if not, by the Vice President. This individual also serves as the meeting's presiding officer. The presiding officer administers the oath of office.

<sup>3</sup> Id. A secret vote for officer elections is not permitted. 5 ILCS 120/1.

<sup>4</sup> The Open Meetings Act and the School Code have different provisions regarding the establishment of a regular meeting schedule. The Open Meetings Act requires each public body to prepare and make available a regular meeting schedule at the beginning of each calendar or fiscal year. 5 ILCS 120/2.03. The School Code states that this task is accomplished during the organizational meeting. 105 ILCS 10-16, amended by P.A. 102-798. By *announcing* the schedule at the beginning of each calendar or fiscal year and by *fixing* the schedule at the organizational meeting, a board can implement both laws.

<sup>5</sup> For districts that elect board officers for one-year terms, an optional provision follows:

During an April Board meeting in even-numbered years, the Board considers organizational matters, such as, selecting individual members to fill offices with terms that expire this or the next month and fixing a time and date for its regular meetings.

LEGAL REF.: ~~10 ILCS 5/2A-1 et seq.~~ 105 ILCS 5/10-5, 5/10-16, and 5/10-16.5.  
[10 ILCS 5/2A-1 et seq., Election Code.](#)

CROSS REF.: 2:30 (School District Elections), 2:110 (Qualifications, Term, and Duties of Board Officers), 2:200 (Types of School Board Meetings), 2:220 (School Board Meeting Procedure), 2:230 (Public Participation at School Board Meetings and Petitions to the Board)

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**Meeting of the Board of Education  
Park Ridge – Niles CCSD 64**

**Regular Board Meeting Agenda  
Thursday, March 16, 2023  
Jefferson School - Hendee Rooms  
8200 W Greendale Ave, Niles**

*the length of sessions, breaks, and other needs.*

*On some occasions, the order of business may be adjusted as the meeting progresses to accommodate Board members' schedules,*

**7 p.m.**

**Meeting of the Board Convenes**

Roll Call

**Pledge of Allegiance**

**Opening Remarks from the President of the Board**

**Student/Staff Recognition**

- St. Baldrick's Fundraiser

**A-1**

**Spotlight on Carpenter School**

--Brett Balduf, Carpenter School Principal

**Public Comments**

This is the point of the meeting where we welcome public comments. Each speaker is given three minutes to address the Board. Comments may be made on almost any matter related to the operation of schools, but we ask that you refrain from making comments concerning individual students or staff members. The Board uses this time to listen to community questions and concerns but will not respond immediately to requests for information. Additionally, the Board cannot take formal action on non-agenda items. Contact the Board president by email if you wish to discuss your topic further. Please come forward to the microphone and state your name and, if comfortable, your address for the minutes.

**A-2**

**Approval of Meeting Agenda**

--Board President

The Board reserves the right to review the agenda at the beginning of each meeting and request additions, amendments, or deletions prior to approval.

**A-3**

**Administration of Oath of Office for Newly Appointed Board Member**

--Board President

**A-4**

**Presentation of Student Services Action Plan**

--Director of Student Services

**A-5**

**Board Authorizes 2023-2024 Staffing Plan**

--Assistant Superintendent for Human Resources/CSBO **Action Item 23-03-10**

**A-6**

**Approval of Purchases for 1:1 Digital Program Refresh**

--Director of Technology

**Action Item 23-03-11**

**A-7**

**First Reading of Policies from PRESS 110 & Update from Board Policy Committee**

--Superintendent/Policy Committee Members

- A-8 Approval of Recommended Personnel Report**  
--Board President **Action Item 23-03-12**
- Resolution XXXX Honorable Dismissal of Teachers
  - Resolution XXXX Dismissal of First-, Second-, & Third-Year Probationary Teachers for Reasons other than Reduction-in-Force
  - Resolution XXXX Dismissal of Probationary Educational Support Personnel Employees
  - Resolution XXXX Non-Reemployment of Part-Time Educational Support Personnel Employees
  - Resolution XXXX Honorable Dismissal of Educational Support Personnel Employees

- A-9 Consent Agenda**  
--Board President **Action Item 23-03-13**
- Bills, Payroll, & Benefits
  - Approval of Financial Update for the Period Ending January 31, 2023
  - Approval of 2023-2024 Student/Parent Handbook (policies & specific sections)
  - Destruction of Audio Closed Recordings (none)

- A-10 Approval of Minutes**  
--Board President **Action Item 23-03-14**
- March 6, 2023 - Regular Meeting
  - March 6, 2023 - Closed Meeting

- A-11 Other Discussions & Items of Information**  
--Superintendent
- Upcoming Meeting Agenda
  - FOIA requests
  - Memorandum of Information (none)
  - Minutes of Board Committee: Board Policy Committee Meeting on March 3, 2023
  - Public Comments Emailed on March 6, 2023

- A-12 New Business**  
**Adjournment**

**Next Meeting: Thursday, April 20, 2023**  
Regular Meeting - 7 p.m.  
**Jefferson School - Hendee Rooms**  
8200 W Greendale Ave, Niles, IL 60714

Natasha Nedeljkovic <nnedeljkovic@d64.org>

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## Fwd: FOIA Records Request - January 26, 2023

---

Eric Olson <eolson@d64.org>  
To: Natasha Nedeljkovic <nnedeljkovic@d64.org>

Thu, Jan 26, 2023 at 1:48 PM

----- Forwarded message -----

From: **Illinois Retired Teachers Association** <freedom@irtaonline.org>  
Date: Thu, Jan 26, 2023 at 7:40 AM  
Subject: FOIA Records Request - January 26, 2023  
To: <eolson@d64.org>



Dear District Official, or FOIA Officer:

This is a request under the Illinois Freedom of Information Act. Today's date is **January 26, 2023**.

RECORDS REQUESTED: Please provide the name and email address of any certified staff (teachers, administrators, nurses, counselors, etc.) who are retiring this year.

Please provide the requested records electronically. Please email to [freedom@irtaonline.org](mailto:freedom@irtaonline.org).

If your district has NO RETIREES this year, simply reply to this email with the word NONE and **please include** your name, district name and number of your district and I will consider the request fulfilled.

This is a request by the Illinois Retired Teachers Association, a 501c4 not-for-profit Illinois organization.

Sincerely,

Nathan Mihelich  
Illinois Retired Teachers Association  
[www.irtaonline.org](http://www.irtaonline.org)  
217-523-8488

**--> SUPERINTENDENTS PLEASE TAKE A LOOK:  
2022 Excellence in Education Grant Program" Recipients!**

[ALL GRANT WINNERS CLICK HERE!](#)

Addressed to:

Park Ridge Ccsd 64  
Eric Olson  
164 S Prospect Ave  
Park Ridge, Illinois  
60068

All grant proposals for 2023 must be submitted by June 1. A special committee will select the recipients of the grant money over the summer. Grant awards will be presented in the fall.

Application for 2023 Teacher Grants will be available on the IRTA website on February 1st.

**The Illinois Retired Teachers Association Foundation continues  
to work toward the future by offering \$36,500 in grant money to  
active educators EVERY YEAR!**

Illinois Retired Teachers Association | [Website](#)



Illinois Retired Teachers Association | 828 S Second St FL 4, Springfield, IL 62704

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**Dr. Eric Olson (He/him/his)**  
**Superintendent**  
**Park Ridge-Niles School District 64**  
**8182 Greendale Ave.**  
**Niles, IL 60714**  
**847-318-4301**  
**[eolson@d64.org](mailto:eolson@d64.org)**



Natasha Nedeljkovic &lt;nnedeljkovic@d64.org&gt;

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## FOIA - Teacher Salary

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Josiah Chatterton <news@news.locallabs.com>  
To: nnedeljkovic@d64.org

Thu, Jan 26, 2023 at 5:44 PM

To whom it may concern,

I am writing to you on behalf of LocalLabs which is an online publication that reports on and informs the public about local government activities. If you are not the public records officer please forward it to the public records officer or reply to this email with the correct contact.

Please provide the following: Employee Information, specifically teachers, with the following data points for the years 2020, 2021, and 2022:

- First Name
- Last Name
- Position/Job Title
- Department
- Pay Rate
- Year to Date Gross Pay

The purpose of the request is to access and disseminate information as a matter of public interest and is not for the principal purpose of personal or commercial benefit. Thank you in advance for your cooperation and assistance.  
Please let me know if you have any questions.

Kind regards,  
Josiah Chatterton  
Local Labs

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## Freedom of Information request: Chicago Tribune

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**Kubzansky, Caroline** <ckubzansky@chicagotribune.com>

Thu, Jan 26, 2023 at 7:26 PM

To: "aschmeisser@d64.org" <aschmeisser@d64.org>, Natasha Nedeljkovic <nnedeljkovic@d64.org>, aparisi@d64.org

Good evening!

Please consider this a Freedom of Information request for the following records:

Any and all communications (email, text, whatsapp, etc) between/among:

Board President Denise Pearl and Superintendent Eric Olson between Oct. 1, 2022 and the present

Superintendent Eric Olson and the following:

Board Member Larry Ryles  
Secretary Phyllis Lubinski  
Board Member Nicole Waitowich  
Vice President Carol Sales  
Board Member Gareth Kennedy  
Board Member Tom Sotos

Between Oct. 1, 2022 and the present;

Board President Denise Pearl and the following:

Board Member Larry Ryles  
Secretary Phyllis Lubinski  
Board Member Nicole Waitowich  
Vice President Carol Sales  
Board Member Gareth Kennedy  
Board Member Tom Sotos

Between Oct. 1, 2022 and the present.

Please provide the records as they become available and don't withhold some as the search for others may extend beyond the five day limit. If the FOIA officer handling this request deems this request unduly burdensome, may I please have an email log in spreadsheet format that includes the to field, the from field, the subject line, the date sent and the first sentence of each communication?

Please do not hesitate to contact me at this email address or at 312-978-3483 with questions.

Thanks,  
Caroline Kubzansky

Natasha Nedeljkovic <nnedeljkovic@d64.org>

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## FOIA request

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**Ariel**

Sun, Jan 29, 2023 at 12:31 PM

To: Natasha Nedeljkovic <nnedeljkovic@d64.org>

Hi Natasha,

This is a FOIA request for all written communications pertaining to the bids and hiring of the construction company District 64 selected for the necessary construction related to the implementation of full day kindergarten. Specifically, all communications related to the following:

1. What is the name of the construction company the district hired?
2. When did the company give their first bid? And at what price?
3. When did the board first approve the project and at what price?
4. When and how was Eric Olson notified the bid price changed, and what was the reason the company provided to Eric for the increase in price? When was that change in price communicated to the board?

Thank you.

Best regards,  
Ariel

Sent from my iPhone



Natasha Nedeljkovic &lt;nnedeljkovic@d64.org&gt;

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## FOIA request

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**Alla Bagryanskaya**

Sun, Jan 29, 2023 at 9:17 PM

To: "nnedeljkovic@d64.org" &lt;nnedeljkovic@d64.org&gt;

This is a FOIA request for information regarding District 64 Covid policies during the 2021-2022 school year. In the form of an excel spreadsheet or comparably organized document, please provide data describing the number of students who were reported to the district as vaccinated for Covid-19, as well as the number of days the vaccinated student population were absent during the school year for Covid related illness. Please also provide data describing the number of students not reported as vaccinated for Covid-19 during the relevant school year, otherwise known as "unvaccinated" students, and the number of days the unvaccinated students were absent during the school year for Covid related illness, district required quarantine, or otherwise district forced absence.

Thank you





Natasha Nedeljkovic &lt;nnedeljkovic@d64.org&gt;

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## FOIA Request

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**Margie Nanninga**

Thu, Feb 2, 2023 at 2:41 PM

To: Natasha Nedeljkovic &lt;nnedeljkovic@d64.org&gt;

Hi,

This is a FOIA request for information regarding District 64 Covid policies during the 2021-2022 school year. In the form of an excel spreadsheet or comparably organized document, please provide data describing the number of students who were quarantined and the total number of days for the entire district student population due to contact tracing related to Covid case exposure in their classroom, school bus, or otherwise related to their physical presence inside their school building. Please also provide data describing the number of students who were quarantined and the total number of days for the entire district student population due to contact tracing related to any other Covid cases, including but not limited to exposure inside their own home or elsewhere.

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**Margie Nanninga**

To: Board of Education  
Dr. Eric Olson, Superintendent  
From: Natasha Nedeljkovic, Administrative Assistant to the Superintendent  
Date: March 6, 2023  
Re: Organizational Meeting of the New Board Following Elections

The current [Board Policy 2:210](#) requires that the school board reorganize after each school board election by swearing in and seating new members, electing officers, and setting a time and place for regular meetings. The policy states that the meeting must be held within 28 days following the consolidated election, but not before the election authority has canvassed election returns and determined winners.

State law extended the requirement to 40 days from the election to seat a new board. This Board can choose to adhere to the 28-day timeline set forth in policy, revise its policy before the election to adhere to the 40 days, or they can elect to vote to temporarily suspend the policy and follow the law until the policy is updated at a later date.

For the April 4 election, the last day for the Cook County Clerk's Office to canvass election results and proclaim winners is April 25, 2023.

It is recommended that the Board schedule its organizational meeting for Thursday, April 27, 2023, which will fall within the 28-day timeline and ensure the canvass has been officially completed. Should the Board choose to follow the 40-day timeline as noted above, the new deadline would be May 14, 2023.

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## [D64 Public Comments at Meetings] Public comments

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klkudert via Public Comments <d64-PublicComments@d64board.org>

Thu, Jan 26, 2023 at 6:39 PM

Reply-To:

To: "d64-publiccomments@d64board.org" <d64-publiccomments@d64board.org>

Dear District 64 School Board Members,

I have two children in the school district and I am a public school educator myself in a nearby school district.

I am saddened by the recent news of Dr. Olson's resignation. He has done an exceptional job leading the school district and making major improvements that have benefitted the children in our community greatly. I am extremely disappointed to learn that there are irreconcilable differences between such an exceptional school leader and the school board, which have led Dr. Olson to make the decision to resign. I am very concerned about the reputation that our community, and school board, has now gained and the affect that will have on attracting any quality candidates to lead our school district. The school district needs a leader who is going to stay more than a handful of years in order to provide the children in our community with the best possible education. There are members of the school board who have allowed a group of misinformed and unprofessional community members (which I do not believe is reflective of our community as a whole) influence decisions that should be left up to the qualified school leaders and has led to this negative reputation our community now has. It will take some time to change the perception of our community now, and that will have a negative affect on our children's education. I would like to urge you to keep the best interest of the children of the community at heart and please wait to hire a new superintendent until after the April election. The current board is not necessarily the board that will work with the new superintendent, and it is within our best interest as a community to have a school board and a superintendent that can work together, and the best chances of that happening are if the board that is in place after the election does the hiring.

Thank you for the time you take to serve our community,  
Kristen Hanna

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## [D64 Public Comments at Meetings] Delay Approval of Selected Executive Search Firm for the Superintendent Search

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**Vicki Kouros**

To: d64-publiccomments@d64board.org

Thu, Jan 26, 2023 at 12:32 PM

I am a parent of a D64 graduate and a current D64 student.

I ask that this Board postpone taking any action on tonight's agenda item to approve a search firm for the superintendent search until you have clearly articulated to the community which part(s) of the District's vision the Board and Dr. Olson diverged on (see Board's letter to the community sent on Jan. 23, 2023) - this is important, because an alignment of vision will be used as a criteria to pick the next superintendent, and the community ought to know what the Board is looking for in the District's next leader.

The District 64 Vision Statement promises:

District 64 seeks to provide an engaging curriculum,  
rooted in rigor, exploration, and innovation,  
while cultivating interdependent relationships  
to positively impact the community and the world.

I have deep reservations about this Board taking on the responsibility of hiring the next superintendent at all, as you were so confident that you were aligned with Dr. Olson five months ago that you gave him a three-year contract extension, but now believe you are in irreconcilable conflict over this vision.

But if you insist on hiring the next superintendent before the election in less than 70 days, please explain:

Did the Board and Dr. Olson disagree that District 64 seeks to provide an engaging curriculum?

Did the Board and Dr. Olson disagree that learning should be rooted in rigor, exploration, and innovation?

Did the Board and Dr. Olson disagree about the importance of cultivating interdependent relationships?

Did the Board and Dr. Olson disagree that students should positively impact the community and the world?

I look forward to your response.

Respectfully submitted,  
Vicki Kouros

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## [D64 Public Comments at Meetings] Fwd: special meeting - comment submission

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**Ginger Pennington**

Wed, Feb 1, 2023 at 4:26 PM

To: [d64-publiccomments@d64board.org](mailto:d64-publiccomments@d64board.org)

----- Forwarded message -----

From: **Ginger Pennington**

Date: Wed, Feb 1, 2023 at 4:03 PM

Subject: special meeting - comment submission

To: Carolina Sales <[tsotos@d64board.org](mailto:tsotos@d64board.org)>, Larry Ryles <[lryles@d64board.org](mailto:lryles@d64board.org)>, Gareth Kennedy <[gkennedy@d64board.org](mailto:gkennedy@d64board.org)>, ,  
Denise Pearl <[dpearl@d64board.org](mailto:dpearl@d64board.org)> Cc: Eric Olson <[eolson@d64.org](mailto:eolson@d64.org)>

Dear Members of the D64 Board of Education,

I am deeply sorry to hear of the resignation of another top decision maker and leader in our district. Dr. Niki Voitowich is a distinguished scholar and researcher, who brought a tremendous amount of ability, intellect, and professionalism to our district. The losses to our district over the last few weeks have been substantial. The ripple effects will be lasting.

In light of the clear instability of the current environment, I urge you to respect the public's call to exercise extreme diligence and prudence in how you proceed with the Superintendent search. This can not be rushed. Our kids, families, and community at large deserve extreme caution. So much is on the line, and quite frankly, people's trust in this board has been badly shaken.

The voting public deserves a chance to help shape the future of the district this April. Of the 6 Board members left, one ran unopposed, one was appointed, and the rest were elected in very low turn-out elections. To assume that this board has been executing the will of the people is fool-hearty. Let's see how the public responds in turnout and choice, whatever direction that might lead us.

Thank you.

Ginger Pennington

D64 parent and Park Ridge resident