

**AGENDA**

1. **Call to Order**
2. Roll Call/Quorum
3. Pledge of Allegiance
4. **Approval of Minutes**
5. May 14, 2020 Regular Meeting, Open and Closed Sessions
6. **Recognition**
7. Board Salute
8. Public Comments
9. **Board Member Reports**
10. Finance Committee Meeting Report
11. Transfer of Funds from Education Fund to Debt Service Fund (FY20)
12. Public Hearing on Transfer of Funds from Education Fund to Operations and Maintenance Fund
13. Public Hearing on Transfer of Funds from Operations and Maintenance Fund to Capital Projects Fund
14. Designation of Interest Earnings
15. Other
16. **Reports of the Superintendent**
17. Annual Assessment Appeal Summary by Attorney
18. Approve CASE Storage Lease
19. Revised Board Policies for 1st Reading
20. Revised Board Policies for 2nd Reading
21. Other
22. **Public Comments**
23. **Recommendations of the Superintendent**
24. Approve the Personnel Report
25. Consent Agenda (All items under this heading are considered routine and are adopted by one motion unless any Board member or the Superintendent requests that one or more be removed from the Consent Agenda. The item/s may then be discussed and voted upon separately.)
26. Resolution #2020-11 Authorizing Transfer of Funds from Education Fund to Debt Service Fund (FY20)
27. Resolution #2020-12 Authorizing Transfer of Funds from Education Fund to Operations & Maintenance Fund
28. Resolution #2020-13 Authorizing Transfer of Funds from Operations & Maintenance Fund to Capital Projects Fund
29. Resolution #2020-14 Designating Interest Earnings for Fiscal Year 2020-21
30. Approve CASE Storage Lease
31. Approve Revised Board Policies for 1st Reading
32. Approve Revised Board Policies for 2nd Reading
33. **Closed Session**
34. **Action, if any, resulting from Closed Session**
35. Any other items that normally come before the Board
36. **Adjourn**

Mission Statement

Community Consolidated School District 93 strives to maximize the academic, social, and emotional potential of each student.

**Agenda Item #1a-1 - Approve Board Member Remote Participation**

Motion to approve the remote participation of all Board of Education members, or any not physically present, pursuant to the Governor's Executive Order 2020-07

**MINUTES**

The Regular Meeting of the Board of Education of Community Consolidated School District 93 was held on Thursday, May 14, 2020, at 7:00 PM.

**1. Call to Order**

a. Roll Call/Quorum

Present: Scott Stone, Keith Briggs

Present Remotely: Sonal Amin, Rich Davis, Clay Elmore, Rogelio Orozco, Terry Svoboda

Also Present: David Hill, Superintendent of Schools  
John Benedetti, Assistant Superintendent for Business Services  
Suzanne Langhammer, Board Secretary

President Briggs read the motion to approve the remote participation of all Board of Education members, or any not physically present, pursuant to the Governor's Executive Order 2020-07.

Member Stone moved and member Amin seconded the motion as presented. Upon the roll being called, the following answered:

Aye:	7	Members Stone, Orozco, Amin, Davis, Elmore, Svoboda, Briggs
Nay:	0	
Absent:	0	
Abstain:	0	

Motion carried.

b. Pledge of Allegiance

The President asked all to stand and repeat the pledge of Allegiance.

**2. Approval of Minutes**

a. April 23, 2020 Regular Meeting, Open and Closed Sessions

Member Stone moved and member Elmore seconded the motion that the Board approves the minutes of the April 23, 2020 regular meeting, open and closed sessions. Upon the roll being called, the following answered:

Aye:	7	Members Stone, Elmore, Amin, Davis, Orozco, Svoboda, Briggs
Nay:	0	
Absent:	0	
Abstain:	0	

Motion carried.

**3. Recognition**

a. Public Comments

There were no visitors present who wished to address the Board.

**4. Board Member Reports**

a. Appointment of School Treasurer and Treasurer's Surety Bond

Mr. Benedetti reviewed with the Board the approval process for the appointment of the School Treasurer and the Treasurer's Surety Bond. As required by School Code, treasurers of school districts are to be properly bonded and the Regional Office of Education is required to file an affidavit with ISBE showing which school treasurers in their region are properly bonded.

A resolution to appoint the School Treasurer and a resolution to approve the Treasurer's Surety Bond, including the Bond Calculation Form are included on the Consent Agenda. Mr. Benedetti pointed out that the amount of the Surety Bond is \$10,000,000 this year instead of \$15,000,000 that was last year's amount. The amount was lowered to save money because of COVID-19.

b. Continue Board Self-Evaluation

The Board continued the self-evaluation process using the self-evaluation tool. They discussed the areas of Measurement, Analysis, and Knowledge Management; Workforce Focus; and Process Management. Discussion ensued with Board members sharing their input and citing examples explaining their ratings.

c. Review Board Memberships

The Board reviewed and discussed their membership in the following organizations/services: Illinois Association of School Boards (IASB), IASB Policy Reference Education Subscription Service (PRESS), Legislative Education Network of DuPage (LEND), FED ED, and National School Board Association (NSBA). The Board considered the benefits of each organization and examined the dues for membership. A decision was made to not renew the membership in LEND for the 2020-2021 school year. Reasons included the recognition that meetings have been difficult to attend by Board members, the annual dues at \$5,355.00 are significant, and the Board relies on other sources for legislative updates. The Board will re-evaluate this decision next Spring. All other memberships will be renewed.

d. Revised Board Policies for 1st Reading

The Board reviewed the following revised policies for 1<sup>st</sup> Reading:

300 GENERAL SCHOOL ADMINISTRATION – *Goals and Objectives*

355 GENERAL SCHOOL ADMINISTRATION – *Succession of Authority*

743 STUDENTS – Records – *Fines, Fees, and Charges*

745 STUDENTS – Records – *Visitors and Guests*

These policies had not been updated since 1999. Revisions were made using PRESS and/or aligned with current practice. The Board discussed the revisions. The policies will be distributed to administrators who will share them with staff. They will return to the Board for 2<sup>nd</sup> Reading at the June 11, 2020 Board meeting.

e. Revised Board Policies for 2nd Reading

The Board reviewed the following revised policies for 2<sup>nd</sup> Reading:

710.04 STUDENTS – Rights and Responsibilities – *Agency and Police Interrogation*

830.02 COMMUNITY RELATIONS – *Public Conduct on School Property*

The policies were distributed to administrators who shared them with staff. There were no suggestions for improvement or questions. A recommendation to approve the policies for 2<sup>nd</sup> Reading is included on the Consent Agenda.

f. Other

1. Finance Committee Meeting via Zoom – Tuesday, May 19, 2020

2. In-Person Graduation Guidance – Dr. Hill shared two letters addressed to DuPage County students, parents, administrators and staff written by Dr. Darlene Ruscitti of the DuPage County Regional Office of Education and Karen Ayala of the DuPage County Health Department. The letters stated and clarified their recommendation that districts do not hold any type of in-person graduation ceremonies, including a drive-through type due to the COVID-19 pandemic.

## 5. Reports of the Superintendent

### a. First Student Transportation Contract Amendment

Dr. Hill explained to the Board that part of the Governor's order requires school districts to pay staff and 3<sup>rd</sup> party vendors through the end of the school year during the COVID-19 pandemic. First Student's drivers have been furloughed and are eligible for unemployment as well as State and federal government payments under the CARES Act. However, the District agreed to pay First Student a daily rate for them to continue to pay key staff at their depot operations and cover costs that would assure the District that the local depot would be up and running when the closure ends. The contract amendment covers these payment terms and requires First Student to fulfill its contractual obligations for next school year. Comments from the Board led into a discussion of how the bus company was also assisting with the school lunch and breakfast service during the closure and will continue to do so over the summer. A recommendation for approval is included on the Consent Agenda.

### b. Approve C.A.S.E. Articles of Agreement

Dr. Hill reminded the Board how the Cooperative Association for Special Education works by combining programs to serve Glenbard District 87 and six feeder districts. At the May 8, 2020 Board meeting, the redacted Articles of Agreement were approved. Now, C.A.S.E. needs the redacted Articles approved by each member district's Board of Education.

#### 1) Resolution #2020-10 of C.A.S.E. Member Board of Education of CCSD93 Approving Proposed Amendments to the Cooperative Association for Special Education Articles of Agreement

Member Elmore moved and member Stone seconded the motion that the Board approve Resolution #2020-10 of C.A.S.E. Member Board of Education of CCSD93 Approving Proposed Amendments to the Cooperative Association for Special Education Articles of Agreement. Upon the roll being called, the following answered:

Aye:	7	Members Elmore, Stone, Amin, Davis, Orozco, Svoboda, Briggs
Nay:	0	
Absent:	0	
Abstain:	0	

Motion carried.

### c. Other

1. Attendance Check-in Data – Dr. Hill reviewed the last two weeks of results from the survey sent to parents. Parents are surveyed each week on the level of support they feel from the District; level of engagement, quantity, and level of challenge on the remote learning their students are given; and the level of concern they feel on their food availability, housing situation, and their child's social-emotional well-being.
2. Dr. Hill shared the most recent update from the Illinois State Board of Education on COVID-19.
3. The District received a letter from ISBE informing us that our Early Childhood Block Grant PFAE Continuous Daily Improvements Plan (CQIP) was approved for FY21.
4. Dr. Hill updated the Board on the plans for a drive-by pickup of virtual graduation materials on May 18 for eighth grade students. Many staff members have volunteered to assist.
5. Dr. Hill shared plans for a drive-by grab-n-go of belongings for students as well as staff checkout at all the schools on May 26 and 27.
6. Parent emails were shared.
7. This summer's Extended School Year (ESY) by CASE for Special Education students will be held remotely. Secretary of Education Betsy DeVos has not lifted any special education requirements for school districts during the pandemic.

8. Dr. Hill informed the Board that administration is developing plans for various scenarios that could occur in August for the beginning of the 2020-2021 school year.

**6. Public Comments**

There were no visitors present who wished to address the Board.

**7. Recommendations of the Superintendent**

- a. Approve the Personnel Report

Member Stone moved and member Amin seconded that the Board accepts the recommendation of the Superintendent to approve the Personnel Report dated May 14, 2020. Upon the roll being called, the following answered:

Aye:	7	Members Stone, Amin, Davis, Elmore, Orozco, Svoboda, Briggs
Nay:	0	
Absent:	0	
Abstain:	0	

Motion carried.

- b. Consent Agenda (All items under this heading are considered routine and are adopted by one motion unless any Board member or the Superintendent requests that one or more be removed from the Consent Agenda. The item/s may then be discussed and voted upon separately).

David Hill presented the Consent Agenda and asked if any Board member wished to have any items removed for separate consideration and vote. In the absence of any request, member Stone moved and member Elmore seconded that the Board accept the recommendation of the Superintendent to approve all items on the Consent Agenda. Upon the roll being called, the following answered:

Aye:	7	Members Stone, Elmore, Amin, Davis, Orozco, Svoboda, Briggs
Nay:	0	
Absent:	0	
Abstain:	0	

Motion carried. Agenda Items #1 through #5 and #8 are on file in the Business Office and the Superintendent's Office. Items #3 and #4 are on file in the Superintendent's Office.

- 1) Treasurer's Report for the month ended March 31, 2020
- 2) Approve Payment of Bills
- 3) Resolution #2020-8 Appointing School Treasurer
- 4) Resolution #2020-9 Approving the School Treasurer's Surety Bond
- 5) Appoint Activity Fund Treasurers
- 6) Approve Revised Board Policies for 1st Reading
- 7) Approve Revised Board Policies for 2nd Reading
- 8) Approve First Student Contract Amendment

**8. Closed Session**

Member Elmore moved and member Svoboda seconded the motion that the Board go into Closed Session to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee or legal counsel for the District to determine its validity [5ILCS 120/2(c)(1)]; to discuss 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)]; to discuss the placement of individual students in special education programs and other matters relating to individual students [5ILCS 120/2(c)(10)]; and to

discuss security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property [5ILCS 120/2(c)(8)]. Upon the roll being called, the following answered:

Aye: 7 Members Elmore, Svoboda, Amin, Davis, Orozco, Stone, Briggs  
Nay: 0  
Absent: 0  
Abstain: 0

Motion carried at 8:04 p.m.

Member Stone moved and member Svoboda seconded the motion that the Board return to Open Session. Upon the roll being called, the following answered:

Aye: 7 Members Stone, Svoboda, Amin, Davis, Elmore, Orozco, Briggs  
Nay: 0  
Absent: 0  
Abstain: 0

Motion carried at 8:32 p.m.

**9. Action, if any, Resulting from Closed Session**

None.

**10. Any other items that may normally come before the Board**

None.

**11. Adjourn**

There being no further business before the Board at this time, member Stone moved and member Elmore seconded to adjourn. The motion was carried by unanimous voice vote and the meeting adjourned at 8:32 p.m.

Respectfully submitted,  
Suzanne Langhammer, Board Secretary  
Board of Education

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President, Board of Education

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Secretary, Board of Education

## **Board Salute May 28, 2020**

### **Sportsmanship Awards**

The Board of Education, in collaboration with Jay Stream and Stratford Middle Schools, established criteria for recognizing exemplary sportsmanship shown by students participating in middle school sports. Students are chosen who represent qualities such as displaying CHARACTER COUNTS!; having positive attitudes; being a team player; and representing their school with pride. We appreciate your representation of our middle schools and District 93.

#### **GIRLS BASKETBALL**

Wynter Gomez	Jay Stream
Lauren Leano	Stratford
Marissa Noll	Jay Stream
Caroline Rieger	Stratford

#### **BOYS VOLLEYBALL**

Diego Vera	Jay Stream
Zach Ackerman	Stratford
Lakshay Sharma	Jay Stream
Wyatt Sanalasky	Stratford

#### **UNIFIED BASKETBALL**

Isabella Valentin	Stratford
Lily Szabo	Jay Stream
Cameron Santos	Stratford
Samantha Ginino	Jay Stream



**AGENDA**

1. Recognize Visitors
2. Review FY 2020 Budget Amendment/Process
3. Summer 2021 Capital Improvement Projects
  - a. Western Trails
  - b. Cloverdale
  - c. Jay Stream
  - d. District Office
4. Designation of Interest Resolution
5. Transfer of Funds Resolutions
  - a. Education to Debt Service (leases)
  - b. Education to Operations and Maintenance (projects & public hearing required)
  - c. Operations and Maintenance to Capital Projects (projects & public hearing required)
6. Appointment of the District Treasurer and review the Activity Fund Treasurer
7. Any other items that may normally come before this Committee

MINUTES

ATTENDANCE

The meeting began at 7:01 p.m. Those present were Keith Briggs, Scott Stone, Sean Gordon, David Hill and John Benedetti. Also present remotely were Rich Davis, Terry Svoboda, Sonal Amin and Clay Elmore.

DISCUSSION

Mr. Benedetti began by reviewing the budget amendment process including the need for a legal notice and public hearing prior to the Board's adoption of the amended budget. He further stated that the public hearing and amended budget will be included on the agenda for the June 11 Board of Education meeting. John shared a spreadsheet outlining all line item amendments greater than a 10% change from the original budget and a budget summary spreadsheet that documents the changes from the current approved District budget compared to the proposed amended budget.

Dr. Hill presented the administration's recommended summer 2021 capital improvement projects. Discussions on each recommended project occurred. The Committee supported the recommendation of administration for work completed at Western Trails, Cloverdale and the District Office. The Committee also will await more direction from the Governor's Office to be better prepared to decide on the timing of the locker room renovations at Jay Stream and possibly Stratford Middle School.

Mr. Benedetti informed the committee that the May 28 Board of Education meeting would include the following resolutions presented for approval: designation of interest earnings and transfer of funds. The designation of interest resolution ensures that interest earned in the current year will not be designated as principal but will remain as interest, which provides the District with flexibility regarding the transferring of interest income.

Mr. Benedetti then discussed three (3) transfers of funds resolutions. The first one is an annual resolution transferring funds from the Education Fund to the Debt Service Fund. This resolution is for the payment of capital technology leases. The final two resolutions involve the transfer of funds from the Education Fund to the Operations and Maintenance Fund and the Operations and Maintenance Fund to the Capital Projects Fund and also require a public hearing. The purpose of these transfers is to offset the structural budget deficit in the Capital Projects Fund as well as fund the Heritage Lakes Innovation Center project and partially fund the Jay Stream Middle School STEM Wing project. These fund transfer resolutions will be included on the agenda for the May 28 Board of Education meeting.

The appointment of John Benedetti as the District treasurer was approved at the May 14 Board of Education meeting. The Committee was informed that the building principal would act as the activity fund treasurer for their school's student activity fund.

Dr. Hill closed with an update to the Committee on the CASE Storage Space Lease. The District will lease space in the warehouse to store CASE materials. Administration will bring this to the May 28 Board of Education meeting for approval.

The meeting adjourned at 7:46 p.m.

Respectfully submitted,  
John Benedetti  
Assistant Superintendent for Business Services

MINUTES of a Regular Public Meeting of the Board of Education of Community Consolidated School District 93, DuPage County, Illinois, held at 230 Covington Drive, Bloomingdale, Illinois, at 7:00 p.m. on the 28<sup>th</sup> day of May, 2020.

\* \* \*

The meeting was called to order by the President, and upon the roll being called, \_\_\_\_\_, the President, and the following members were physically present at said location:

\_\_\_\_\_  
\_\_\_\_\_

The following members were allowed by a majority of the members of the Board of Education, in accordance with and to the extent allowed by rules adopted by the Board of Education, to attend the meeting by video or audio conference: \_\_\_\_\_  
\_\_\_\_\_

No member was not permitted to attend the meeting by video or audio conference.

The following members were absent and did not participate in the meeting in any manner or to any extent whatsoever: \_\_\_\_\_

The President announced that the Board of Education would consider the adoption of a resolution transferring monies from the Education Fund to the Debt Service Fund.

Whereupon Member \_\_\_\_\_ presented and the Secretary read by title a resolution as follows, a copy of which was provided to each member of the Board of Education prior to said meeting and to everyone in attendance at said meeting who requested a copy:

RESOLUTION #2020-11  
AUTHORIZING TRANSFER FROM  
EDUCATION FUND TO DEBT SERVICE FUND (FY20)

WHEREAS, the Board of Education of Community Consolidated School District 93, DuPage County, Illinois, by resolution adopted on November 30, 2010, provided for the issue of General Obligation Refunding Limited School Bonds, Series 2010A; and

WHEREAS, the Board, by resolution adopted on November 30, 2010, provided for the issue of Taxable General Obligation Limited School Bonds, Series 2010B; and

WHEREAS, the Board, by resolution adopted on February 14, 2013, provided for the issue of General Obligation Limited Refunding School Bonds, Series 2013A; and

WHEREAS, the Board, by resolution adopted on February 14, 2013, provided for the issue of Taxable General Obligation Refunding School Bonds, Series 2013B; and

WHEREAS, the Board, by resolution adopted on February 14, 2013, provided for the issue of General Obligation Refunding School Bonds, Series 2013C; and

WHEREAS, the Board has heretofore determined that there are sufficient funds on hand to pay a portion of the debt service on the Bonds and,

WHEREAS, as is stated in 23 Ill. Admin. Code §100.10, the Illinois State Board of Education promulgated new requirements for School District budgets and accounts, beginning with Fiscal Year 2009; and

WHEREAS, pursuant to 23 Ill. Admin. Code §100.50(d)(1), “[w]hen revenues or other sources of funds are pledged to pay debt service on any long-term debt, the moneys shall be transferred into the Debt Service Fund”; and

WHEREAS, pursuant to Section 17-7 of the Illinois *School Code* (105 ILCS 5/17-7), principal and interest payments on General Obligation Bonds are otherwise permitted to be paid

from the Education Fund; and

WHEREAS, pursuant to the authorities cited above, the Board is authorized to transfer monies from the Education Fund to the Debt Service Fund, for payment from the Debt Service Fund of principal and interest on the Bonds; and

WHEREAS, based on the circumstances recited above, the Board of Education has determined that \$1,166,720 should be permanently transferred from the Education Fund to the Debt Service Fund;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 93, DuPage County, Illinois as follows:

1. \$1,166,720 shall be permanently transferred from the Education Fund to the Debt Service Fund.
2. The School Treasurer is authorized and directed to effect such transfer as necessary to meet the identified obligations.
3. This Resolution shall be in effect forthwith upon its adoption.

Adopted this 28<sup>th</sup> day of May, 2020, by roll call vote of the Board of Education of Community Consolidated School District 93.

BOARD OF EDUCATION OF COMMUNITY  
CONSOLIDATED SCHOOL DISTRICT 93

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

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

After a full discussion thereof, Member \_\_\_\_\_ moved and Member \_\_\_\_\_ seconded the motion that said resolution as presented and read by title be adopted.

The President directed that the roll be called for a vote upon the motion to adopt said resolution.

Upon roll call, the following members voted AYE:

\_\_\_\_\_  
\_\_\_\_\_

The following members voted NAY:

\_\_\_\_\_

Whereupon, the President declared the motion carried and the resolution adopted, approved and signed the same in open meeting and directed the Secretary to record the same in the records of the Board of Education of Community Consolidated School District 93, DuPage County, Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

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

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF DUPAGE         )

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of Community Consolidated School District 93, DuPage County, Illinois, and as such Secretary I am the keeper of the records and files of the Board of Education of said District.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of said Board of Education of said School District held on the 28<sup>th</sup> day of May, 2020, insofar as the same relates to the adoption of a resolution entitled:

**RESOLUTION AUTHORIZING TRANSFER FROM  
EDUCATION FUND TO DEBT SERVICE FUND (FY20)**

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the minutes of said meeting.

I do further certify that the deliberations of the members of the Board of Education on the adoption of said resolution were taken openly; that the vote on the adoption of said resolution was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; and that said meeting was called and held in strict accordance with the provisions of "An Act in Relation to Meetings", approved July 11, 1957, as amended, and the applicable provisions of the *School Code* of the State of Illinois, and that said Board of Education has complied with all of the applicable provisions of said Act and said Code.

IN WITNESS WHEREOF, I hereunto affix my official signature at Bloomingdale, Illinois, this 28<sup>th</sup> day of May, 2020.

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Secretary, Board of Education  
Community Consolidated School District 93  
DuPage County, Illinois

**AGENDA ITEM #4C - PUBLIC HEARING ON THE TRANSFER OF FUNDS FROM THE EDUCATION FUND TO THE OPERATIONS & MAINTENANCE FUND**

THE PUBLIC HEARING NOTICE FOR THE TRANSFER OF FUNDS FROM THE EDUCATION FUND TO THE OPERATIONS & MAINTENANCE FUND WAS PUBLISHED IN THE *DAILY HERALD* ON MAY 13, 2020 AS REQUIRED.

I WOULD LIKE TO DECLARE THE PUBLIC HEARING OPEN AT \_\_\_\_\_ P.M.

ARE THERE ANY QUESTIONS FROM THE BOARD OR THE AUDIENCE?

I WOULD LIKE TO DECLARE THE HEARING CLOSED AT \_\_\_\_\_ P.M.

A RECOMMENDATION TO ADOPT RESOLUTION #2020-12 AUTHORIZING THE TRANSFER OF FUNDS FROM THE EDUCATION FUND TO THE OPERATIONS & MAINTENANCE FUND IS INCLUDED ON THE CONSENT AGENDA.

MINUTES of a regular public meeting of the Board of Education of Community Consolidated School District 93, DuPage County, Illinois, held at 230 Covington Drive, Bloomingdale, Illinois, at 7:00 p.m. on the 28<sup>th</sup> day of May, 2020.

\* \* \*

The meeting was called to order by the President, and upon the roll being called, \_\_\_\_\_, the President, and the following members were physically present at said location:

\_\_\_\_\_  
\_\_\_\_\_

The following members were allowed by a majority of the members of the Board of Education in accordance with and to the extent allowed by rules adopted by the Board of Education to attend the meeting by video or audio conference: \_\_\_\_\_

\_\_\_\_\_

No member was not permitted to attend the meeting by video or audio conference.

The following members were absent and did not participate in the meeting in any manner or to any extent whatsoever: \_\_\_\_\_

The President announced that in view of the current financial condition of the District, the Board of Education would consider the adoption of a resolution transferring monies from the Education Fund to the Operations and Maintenance Fund.

Whereupon Member \_\_\_\_\_ presented and the Secretary read by title a resolution as follows, a copy of which was provided to each member of the Board of Education prior to said meeting and to everyone in attendance at said meeting who requested a copy:

RESOLUTION #2020-12  
AUTHORIZING TRANSFER FROM  
EDUCATION FUND TO OPERATIONS AND MAINTENANCE FUND

WHEREAS, the Board of Education of Community Consolidated School District 93, DuPage County, is authorized, pursuant to Section 17-2A of the Illinois *School Code* (105 ILCS 5/17-2A) to transfer monies from the Education Fund to the Operations and Maintenance Fund; and

WHEREAS, the Board of Education has determined that \$8,750,000 should be permanently transferred from the Education Fund to the Operations and Maintenance Fund; and

WHEREAS, the Board of Education held a public hearing on May 28, 2020, for the purpose of obtaining public input on the proposed transfer; and

WHEREAS, notice of such public hearing was: (1) published at least 7 days and not more than 30 days prior to such hearing, in a newspaper of general circulation in the District, the same being the *Daily Herald*, and (2) posted at least 48 hours before the hearing, at the Board's principal office (230 Covington Drive, Bloomingdale, Illinois 60108);

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 93, DUPAGE COUNTY, AS FOLLOWS:

1. \$8,750,000 shall be permanently transferred from the Education Fund to the Operations and Maintenance Fund.
2. The School Treasurer is authorized and directed to effect such transfer immediately upon receipt of a copy of this Resolution and not later than June 30, 2020.
3. This Resolution shall be in effect forthwith upon its adoption.

Adopted this 28<sup>th</sup> day of May, 2020, by roll call vote of the Board of Education of  
Community Consolidated School District 93.

BOARD OF EDUCATION OF COMMUNITY  
CONSOLIDATED SCHOOL DISTRICT 93

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

—

President

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

—

Secretary

After a full discussion thereof, Member \_\_\_\_\_ moved and Member \_\_\_\_\_ seconded the motion that said resolution as presented and read by title be adopted.

The President directed that the roll be called for a vote upon the motion to adopt said resolution.

Upon roll call, the following members voted AYE:

\_\_\_\_\_  
\_\_\_\_\_  
—

The following members voted NAY:

\_\_\_\_\_  
—

Whereupon, the President declared the motion carried and the resolution adopted, approved and signed the same in open meeting and directed the Secretary to record the same in the records of the Board of Education of Community Consolidated School District 93, DuPage County, Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

\_\_\_\_\_

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DUPAGE        )

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of Community Consolidated School District 93, DuPage County, Illinois, and as such Secretary I am the keeper of the records and files of the Board of Education of said District.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of said Board of Education of said School District held on the 28<sup>th</sup> day of May, 2020, insofar as the same relates to the adoption of a resolution entitled:

RESOLUTION AUTHORIZING TRANSFER FROM  
EDUCATION FUND TO OPERATIONS AND MAINTENANCE FUND

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the minutes of said meeting.

I do further certify that the deliberations of the members of the Board of Education on the adoption of said resolution were taken openly; that the vote on the adoption of said resolution was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; and that said meeting was called and held in strict accordance with the provisions of "An Act in Relation to Meetings", approved July 11, 1957, as amended, and the applicable provisions of the *School Code* of the State of Illinois, and that said Board of Education has complied with all of the applicable provisions of said Act and said Code.

IN WITNESS WHEREOF, I hereunto affix my official signature at Bloomingdale, Illinois, this 28<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
Secretary, Board of Education  
Community Consolidated School District 93  
DuPage County, Illinois

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN BY THE BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 93, DuPage County, Illinois, of a public hearing to be held at 7:00 p.m. on May 28, 2020, at 230 Covington Drive, Bloomingdale, to consider the transfer of \$8,750,000 from the Education Fund to the Operations and Maintenance Fund.

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Secretary, Board of Education  
Community Consolidated School District 93  
DuPage County, Illinois

**AGENDA ITEM #4D - PUBLIC HEARING ON THE TRANSFER OF FUNDS FROM THE OPERATIONS & MAINTENANCE FUND TO THE CAPITAL PROJECTS FUND**

**THE PUBLIC HEARING NOTICE FOR THE TRANSFER OF FUNDS FROM THE OPERATIONS & MAINTENANCE FUND TO THE CAPITAL PROJECTS FUND WAS PUBLISHED IN THE *DAILY HERALD* ON MAY 13, 2020 AS REQUIRED.**

**I WOULD LIKE TO DECLARE THE PUBLIC HEARING OPEN AT \_\_\_\_\_ P.M.**

**ARE THERE ANY QUESTIONS FROM THE BOARD OR THE AUDIENCE?**

**I WOULD LIKE TO DECLARE THE HEARING CLOSED AT \_\_\_\_\_ P.M.**

**A RECOMMENDATION TO ADOPT RESOLUTION #2020-13 AUTHORIZING THE TRANSFER OF FUNDS FROM THE OPERATIONS & MAINTENANCE FUND TO THE CAPITAL PROJECTS FUND IS INCLUDED ON THE CONSENT AGENDA.**

MINUTES of a regular public meeting of the Board of Education of Community Consolidated School District 93, DuPage County, Illinois, held at 230 Covington Drive, Bloomingdale, Illinois, at 7:00 p.m. on the 28<sup>th</sup> day of May, 2020.

\* \* \*

The meeting was called to order by the President, and upon the roll being called, \_\_\_\_\_, the President, and the following members were physically present at said location:

\_\_\_\_\_  
\_\_\_\_\_

The following members were allowed by a majority of the members of the Board of Education in accordance with and to the extent allowed by rules adopted by the Board of Education to attend the meeting by video or audio conference: \_\_\_\_\_

\_\_\_\_\_

No member was not permitted to attend the meeting by video or audio conference.

The following members were absent and did not participate in the meeting in any manner or to any extent whatsoever: \_\_\_\_\_

The President announced that in view of the current financial condition of the District, the Board of Education would consider the adoption of a resolution transferring monies from the Operations and Maintenance Fund to the Capital Projects Fund.

Whereupon Member \_\_\_\_\_ presented and the Secretary read by title a resolution as follows, a copy of which was provided to each member of the Board of Education prior to said meeting and to everyone in attendance at said meeting who requested a copy:

RESOLUTION #2020-13  
AUTHORIZING TRANSFER FROM OPERATIONS  
AND MAINTENANCE FUND TO THE CAPITAL PROJECTS FUND

WHEREAS, the Board of Education of Community Consolidated School District 93, DuPage County, is authorized, pursuant to Section 17-2A of the Illinois *School Code* (105 ILCS 5/17-2A) and other statutory and/or judicial authority, to transfer monies from the Operations and Maintenance Fund to the fund most in need of such monies; and

WHEREAS, the Board of Education has determined that \$8,750,000 should be permanently transferred from the Operations and Maintenance Fund to the Capital Projects Fund, the fund most in need of such monies; and

WHEREAS, the Board of Education held a public hearing on May 28, 2020, for the purpose of obtaining public input on the proposed transfer; and

WHEREAS, notice of such public hearing was: (1) published at least 7 days and not more than 30 days prior to such hearing, in a newspaper of general circulation in the District, the same being the *Daily Herald*, and (2) posted at least 48 hours before the hearing, at the Board's principal office (230 Covington Drive, Bloomingdale, Illinois 60108);

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 93, DUPAGE COUNTY, AS FOLLOWS:

1. \$8,750,000 shall be permanently transferred from the Operations and Maintenance Fund to the Capital Projects Fund.
2. The School Treasurer is authorized and directed to effect such transfer immediately upon receipt of a copy of this Resolution and not later than June 30, 2020.
3. This Resolution shall be in effect forthwith upon its adoption.

Adopted this 28<sup>th</sup> day of May, 2020, by roll call vote of the Board of Education of  
Community Consolidated School District 93, DuPage County.

BOARD OF EDUCATION OF COMMUNITY  
CONSOLIDATED SCHOOL DISTRICT 93

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

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

After a full discussion thereof, Member \_\_\_\_\_ moved and Member \_\_\_\_\_ seconded the motion that said resolution as presented and read by title be adopted.

The President directed that the roll be called for a vote upon the motion to adopt said resolution.

Upon roll call, the following members voted AYE:

\_\_\_\_\_  
\_\_\_\_\_  
—

The following members voted NAY:

\_\_\_\_\_  
—

Whereupon, the President declared the motion carried and the resolution adopted, approved and signed the same in open meeting and directed the Secretary to record the same in the records of the Board of Education of Community Consolidated School District 93, DuPage County, Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

\_\_\_\_\_

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DUPAGE        )

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of Community Consolidated School District 93, DuPage County, Illinois, and as such Secretary I am the keeper of the records and files of the Board of Education of said District.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of said Board of Education of said School District held on the 28<sup>th</sup> day of May, 2020, insofar as the same relates to the adoption of a resolution entitled:

RESOLUTION AUTHORIZING TRANSFER FROM OPERATIONS  
AND MAINTENANCE FUND TO THE CAPITAL PROJECTS FUND

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the minutes of said meeting.

I do further certify that the deliberations of the members of the Board of Education on the adoption of said resolution were taken openly; that the vote on the adoption of said resolution was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; and that said meeting was called and held in strict accordance with the provisions of "An Act in Relation to Meetings", approved July 11, 1957, as amended, and the applicable provisions of the *School Code* of the State of Illinois, and that said Board of Education has complied with all of the applicable provisions of said Act and said Code.

IN WITNESS WHEREOF, I hereunto affix my official signature at Bloomingdale, Illinois, this 28<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
Secretary, Board of Education  
Community Consolidated School District 93  
DuPage County, Illinois

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN BY THE BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 93, DuPage County, Illinois, of a public hearing to be held at 7:00 p.m. on May 28, 2020, at 230 Covington Drive, Bloomingdale, to consider the transfer of \$8,750,000 from the Operations and Maintenance Fund to the Capital Projects Fund.

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Secretary, Board of Education  
Community Consolidated School District 93  
DuPage County, Illinois

**RESOLUTION #2020-14  
DESIGNATING INTEREST EARNINGS  
FOR FISCAL YEAR 2020-2021**

WHEREAS, by regulation (23 Ill. Administrative Code 100.50(a)(4)), the Illinois State Board of Education now specifies that, unless a statute or school board resolution provides otherwise, interest earnings on school district funds shall be added to and become part of principal as of June 30 of each fiscal year; and

WHEREAS, the Board of Education of Community Consolidated School District 93, DuPage County, Illinois wishes to retain the option of later transferring some or all of the interest earned during this fiscal year and previous fiscal years under Section 10-22.44 of the School Code (105 ILCS 5/10-22.44);

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 93, DUPAGE COUNTY, ILLINOIS, as follows:

1. All interest earned in each fund of this School District during the current fiscal year is hereby designated as interest and not as the principal balance in that fund for the fiscal year beginning July 1, 2020, and is subject to being transferred as interest to the extent permitted by law.

2. All interest earned in each fund of this School District during any prior fiscal year and retained in the School District fund for which it accrued is hereby designated as interest and not as part of the principal balance in that fund for the fiscal year beginning July 1, 2020, and is subject to being transferred as interest to the extent permitted by law.

3. The School District Treasurer is directed to maintain a record of the total of all interest earnings so designated for each School District fund as of July 1, 2020, and to provide a report of that record to the Board of Education.

4. This Resolution shall be in full force and effect forthwith upon its adoption.

Adopted this 28<sup>th</sup> day of May, 2020, by the following roll call vote:

AYES:

NAYS:

ABSENT:

BOARD OF EDUCATION  
COMMUNITY CONSOLIDATED SCHOOL  
DISTRICT 93

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

—

President

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

Secretary

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DUPAGE        )

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of Community Consolidated School District 93, DuPage County, Illinois, and as such Secretary I am the keeper of the records and files of the Board of Education of said District.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of said Board of Education of said School District held on the 28<sup>th</sup> day of May, 2020, insofar as the same relates to the adoption of a resolution entitled:

**RESOLUTION  
DESIGNATING INTEREST EARNINGS  
FOR FISCAL YEAR 2020-2021**

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the minutes of said meeting.

I do further certify that the deliberations of the members of the Board of Education on the adoption of said resolution were taken openly; that the vote on the adoption of said resolution was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; and that said meeting was called and held in strict accordance with the provisions of "An Act in Relation to Meetings", approved July 11, 1957, as amended, and the applicable provisions of the School Code of the State of Illinois, and that said Board of Education has complied with all of the applicable provisions of said Act and said Code.

IN WITNESS WHEREOF, I hereunto affix my official signature at Bloomingdale, Illinois, this 28<sup>th</sup> day of May, 2020.

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—  
Secretary, Board of Education  
Community Consolidated School District 93  
DuPage County, Illinois

To: Board of Education of Community Consolidated School District 93; Dr. David Hill,  
Superintendent; John Benedetti, Assistant Superintendent of Business Services

From: John F. Canna, Joel R. DeTella, Matthew J. Walters; Hauser, Izzo, Petrarca, Gleason &  
Stillman, LLC

Date: May 20, 2020

Re: District 93 PTAB and Board of Review Appeals

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A. During 2019, 42 commercial and industrial property tax assessments in the District were appealed to the DuPage County Board of Review requesting a reduction in excess of \$100,000 in assessed value. The District received notices of the appeals. Those appeals requested a reduction of more than \$24,000,000 in assessed value. Using the 2019 tax rate of 4.5364%, the proposed reductions would have resulted in more than \$1,088,736 in taxes being shifted to other taxpayers of the District, including residential taxpayers, by virtue of the Property Tax Extension Limitation Law (Tax Caps). We intervened in those matters on behalf of the District when the appeals were submitted to the Board of Review for determination.

A number of these appeals saw the Bloomingdale Township Assessor and the taxpayer reach a value stipulation prior to the hearing. Unfortunately, under BOR procedures, we were unable to object or submit contrary value evidence when the taxpayer and assessor have entered such a stipulation. The Board of Review lowered the EAV on those matters by a total of \$12,000,000. This represents a decrease in the District's EAV and shifts taxes in the amount of \$544,368 to other taxpayers. Due to the public health emergency, it has been impossible to obtain full appraisals on those properties at this time. In order to protect the District's interests, we filed undervaluation complaints with PTAB on those matters. We will work with our appraisers to determine which of those should be more fully prosecuted.

As we have explained in prior reports, we have been able to monitor and, if appropriate, contest the reduction in the District's equalized assessed value through this statutory appeal/notice process. We continue to note, however, that the Bloomingdale Township Assessor appears to be continuing the practice of granting stipulated reductions before appeals are even filed. This informal process eliminates the notices to the taxing districts. We continue to review various properties to determine if agreed reductions are occurring outside of the appeals process where the District has not receive noticed. We will evaluate any such property for the possibility of an undervaluation complaint to the PTAB.

B. Twenty undervaluation appeals on various properties were pending in 2019 before the Property Tax Appeals Board. Of those, 14 were resolved by settlement; six are awaiting hearings before PTAB.

Settlements:

- Liberty Property Ltd – an undervaluation complaint was filed for the 2015 tax year. The taxpayer agreed to settle the matter for \$60,000 as a payment in lieu of taxes in exchange for the District’s withdrawal of the complaint. This settlement avoided the uncertainty of an unfavorable result at the hearing and the cost of litigating the matter further.
- Windsor Estate, LLC – an undervaluation complaint was filed for the 2015 tax year. The taxpayer agreed to settle the matter for \$70,600 as a payment in lieu of taxes in exchange for the District’s withdrawal of the complaint. This settlement avoided the uncertainty of an unfavorable result at the hearing and the cost of litigating the matter further.
- M.P. Carol Point Business Center, LLC - an undervaluation complaint was filed for the 2016 tax year. The taxpayer agreed to settle the matter for \$1,315 as a payment in lieu of taxes in exchange for the District’s withdrawal of the complaint. This settlement avoided the uncertainty of an unfavorable result at the hearing and the cost of litigating the matter further.
- DCT Center Property Management/Prologis - an undervaluation complaint was filed for the 2016 and 2018 tax years. The taxpayer agreed to settle the matter for \$30,000 as a payment in lieu of taxes in exchange for the District’s withdrawal of the complaint. This settlement avoided the uncertainty of an unfavorable result at the hearing and the cost of litigating the matter further.
- Bloomingdale Court, LLC - an undervaluation complaint was filed for the 2017 and 2018 tax years. The taxpayer agreed to settle the matter for \$30,000 as a payment in lieu of taxes in exchange for the District’s withdrawal of the complaint. This settlement avoided the uncertainty of an unfavorable result at the hearing and the cost of litigating the matter further.
- Best Buy/Bloomingdale Court, LLC - an undervaluation complaint was filed for the 2017 and 2018 tax years. The taxpayer agreed to settle the matter for \$4,000 as a payment in lieu of taxes in exchange for the District’s withdrawal of the complaint. This settlement avoided the uncertainty of an unfavorable result at the hearing and the cost of litigating the matter further.
- Acmate Management, Inc. - an undervaluation complaint was filed for the 2017 and 2018 tax years. The taxpayer agreed to settle the matter for \$20,000 as a payment in lieu of taxes in exchange for the District’s withdrawal of the complaint. This settlement avoided the uncertainty of an unfavorable result at the hearing and the cost of litigating the matter further.
- Buckhead Industrial Properties, Inc. - an undervaluation complaint was filed for the 2017 tax year. The taxpayer agreed to settle the matter for \$28,000 as a payment in lieu of taxes in exchange for the District’s withdrawal of the complaint. This settlement avoided the uncertainty of an unfavorable result at the hearing and the cost of litigating the matter further.

- Prologis - an undervaluation complaint was filed for the 2017 tax year. The taxpayer agreed to settle the matter for \$17,000 as a payment in lieu of taxes in exchange for the District's withdrawal of the complaint. This settlement avoided the uncertainty of an unfavorable result at the hearing and the cost of litigating the matter further.
- Duke Realty Corporation - an undervaluation complaint was filed for the 2017 tax year. The taxpayer agreed to settle the matter for \$18,000 as a payment in lieu of taxes in exchange for the District's withdrawal of the complaint. This settlement avoided the uncertainty of an unfavorable result at the hearing and the cost of litigating the matter further.
- Duke Realty Corporation - an undervaluation complaint was filed for the 2017 tax year. The taxpayer agreed to settle the matter for \$21,000 as a payment in lieu of taxes in exchange for the District's withdrawal of the complaint. This settlement avoided the uncertainty of an unfavorable result at the hearing and the cost of litigating the matter further.
- RREFF CPIF - an undervaluation complaint was filed for the 2017 and 2018 tax years. The taxpayer agreed to settle the matter for \$31,828 as a payment in lieu of taxes in exchange for the District's withdrawal of the complaint. This settlement avoided the uncertainty of an unfavorable result at the hearing and the cost of litigating the matter further.
- DCT 191 North Avenue/Prologis - an undervaluation complaint was filed for the 2017 and 2018 tax years. The taxpayer agreed to settle the matter for \$3,000 as a payment in lieu of taxes in exchange for the District's withdrawal of the complaint. This settlement avoided the uncertainty of an unfavorable result at the hearing and the cost of litigating the matter further.
- DCT Fullerton, LLC/Prologis - an undervaluation complaint was filed for the 2017 tax year. The taxpayer agreed to settle the matter for \$20,000 as a payment in lieu of taxes in exchange for the District's withdrawal of the complaint. This settlement avoided the uncertainty of an unfavorable result at the hearing and the cost of litigating the matter further.

The total amount received in settlements for the District was \$354,143.

In addition, we continue to prosecute the following matters:

- V Land Bloomingdale Army Trail, LLC – an undervaluation complaint was filed for the 2016 tax year. This matter was previously set for hearing on March 24, 2020, however, it was postponed due to the public health emergency.
- 221 Covington Prop/Park Tower Investments – an undervaluation complaint was filed for the 2016 tax year. This matter was previously set for hearing on April 6, 2020, however it was postponed due to the public health emergency.
- NRFC Bloomingdale Holdings – we have submitted our evidence and are awaiting a hearing date.
- CEM Properties - we have submitted our evidence and are awaiting a hearing date.
- Briet Industrial - we have submitted our evidence and are awaiting a hearing date.
- CBP Carol Stream - we have submitted our evidence and are awaiting a hearing date.

**In Summary:**

- Through 2019 and year-to-date, this firm has billed a total of \$46,440.65 in fees and costs to the District.
- Through 2019 and year-to-date, this firm has settled undervaluation complaints that will bring in \$354,143.00 to the District.
- This firm continues to monitor reductions afforded by the Board of Review and file undervaluation complaints where appropriate and intervene to defend the District before the PTAB.

If you have any questions regarding these matters, please do not hesitate to contact us.

Sincerely,

HAUSER, IZZO, PETRARCA,  
GLEASON & STILLMAN, LLC

John F. Canna  
Joel R. DeTella  
Matthew J. Walters

## Lease Agreement

THIS LEASE is entered into by the Board of Education of Community Consolidated School District No. 93, DuPage County, Illinois (“Landlord”) and the Cooperative Association for Special Education (Lessee) on this 8<sup>th</sup> day of May, 2020. The parties agree as follows:

### 1. PREMISES AND COMMON AREAS

Landlord leases to LESSEE and LESSEE leases from Landlord, upon all of the terms and conditions hereof, the following premises:

- a. LESSOR owns and maintains an administrative office building located at 230 Covington Drive, Bloomingdale, Illinois (“the Building”).
- b. Within the Building, LESSOR has specifically delineated approximately 2600 square feet of storage space for the use of LESSEE. The space available for Lessee is identified on Exhibit 1 to this Agreement, and is hereinafter referred to as “the Premises.”

### 2. ALTERATIONS, ADDITIONS and IMPROVEMENTS

LESSEE may, at its sole option and expense, make changes, additions, deletions, improvements, and alterations (collectively, “alterations”) to the Premises provided LESSEE shall not make any alterations other than decorative or cosmetic changes to the Premises without Landlord’s prior written approval, which shall not be unreasonably withheld.

### 3. TERM.

The term of this Lease shall begin on July 1, 2020, and shall continue until June 30, 2023, or until such other time as the parties may extend this Agreement.

### 4. RENT. LESSEE agrees to pay the following as rent:

July 1, 2020 – June 30, 2021: \$7.50 per square foot (\$19,500.00) annually, to be paid in equal monthly installments of \$1,625.00 on or before the first of each month.

July 1, 2021 – June 30, 2022: \$7.69 per square foot (\$19,994.00) annually, to be paid in equal monthly installments of \$1,666.17 on or before the first of each month.

July 1, 2022 – June 30, 2023: \$7.88 per square foot (\$20,488.00) annually, to be paid in equal monthly installments of \$1,707.33 on or before the first of each month.

### 5. PROPERTY TAXES. In the event that this Agreement causes any part of the subject property to be considered taxable, LESSEE shall be responsible for and shall pay when due all real

estate taxes and special assessments which at any time during the term hereof may be assessed, levied, imposed upon or become due and payable with respect to the Premises. In the event that this Agreement causes any part of the subject property to be considered taxable and LESSEE becomes responsible for real estate taxes or special assessments, LESSEE may terminate this Lease upon thirty (30) days' prior written notice to Landlord.

6. COSTS AND UTILITIES.

- a. Paid by LESSEE: In addition to the monthly rent set out in Paragraph 4, LESSEE shall be responsible for any additional services or utilities it requires for use of the Premises.
- b. Paid by Landlord: The Landlord shall be responsible for direct payment of the following costs, which are included in the monthly rent set out in Paragraph 4: heat, electricity, and water.

7. [Omitted.]

8. USE OF PROPERTY. LESSEE shall use and occupy the Premises only for its legitimate business purposes.

9. INSURANCE.

- a. Landlord's Insurance. Landlord shall maintain and pay for insurance with respect to the Premises against loss or damage by fire, lightning, windstorm, tornado, hail, and such other risks as are customarily covered by extended coverage endorsement and for general liability on any common areas shared by LESSEE to the same extent and limits as Landlord maintains and pays for such insurance for its other buildings.
- b. LESSEE's Insurance. LESSEE shall, at its expense, at all times maintain:
  1. Insurance with respect to LESSEE's alterations, if any, equipment, machinery, and personal property against loss or damage by fire, lightning, windstorm, tornado, hail and other risks as are customarily covered by extended coverage; and
  2. Commercial general liability insurance against claims for death and bodily injury arising on or about the Premises, with a limit of not less than \$1,000,000 per occurrence, \$3,000,000 in the aggregate.
- c. General. Within ten (10) days after the execution of this Lease, and prior to the expiration of each policy, each party shall furnish to the other a certificate of insurance evidencing the coverage required hereunder and upon request shall furnish a copy of any policy required hereunder.

10. WAIVER OF SUBROGATION. Notwithstanding any other provision in this Lease to the contrary, Landlord and LESSEE hereby agree, for themselves and their respective insurers,

successors and assigns, that neither of them will, either directly or by way of subrogation or otherwise, assert against the other any claim that the other is liable or responsible for any loss or damage that is covered by property or liability insurance maintained by a party or that would be covered if each party maintained all insurance required to be maintained hereunder, even if such loss or damage shall have been caused by the fault or negligence of the other party, or of anyone for whom such party may be responsible. Each party shall take all necessary action to confirm that such party's insurer(s) has agreed to the foregoing limitation on recoveries by subrogation or otherwise.

11. REPAIRS AND MAINTENANCE.

- a. Routine Repairs and Maintenance. Subject to the provisions of Section 11b and 11c below, Landlord shall, at its expense, perform all routine repairs and maintenance to the Premises, including such preventative maintenance as is customarily performed by landlords under leases for comparable terms.
- b. Structural Repairs. Landlord shall promptly, at its expense, perform any necessary replacements or repairs to the structure, roof, heating, cooling, ventilating, electrical, mechanical or plumbing or other building systems or utility lines. Such repairs shall be made to keep the Premises in a condition comparable to or better than other comparable facilities in the area in which the Premises is located and in compliance with all applicable laws and regulations.
- c. Right of Entry. In the event that emergency repairs to the Premises are required, Landlord may enter the Premises immediately, and without notice to LESSEE. In all other circumstances, Landlord may enter the Premises for inspection, repair, alteration or improvement of the Premises in accordance with 11b above, but will provide LESSEE with 24 hours' notice of its intention to enter the Premises, and will not interfere with LESSEE's business operations during entry of the Premises.

12. DAMAGE OR DESTRUCTION OF PREMISES. In the event the Premises are damaged or destroyed by fire or other casualty to the extent that a substantial part of the Premises are rendered substantially untenantable, LESSEE or Landlord may terminate this Lease by written notice given to the other party within 30 days after such damage or destruction. If LESSEE does not give such notice to terminate, then Landlord shall restore the Premises to a condition at least as good as exists on the date hereof, and rent shall abate hereunder from the date the Premises are rendered untenantable until the date the Premises are restored to tenantability.

13. DEFAULT:

a. By LESSEE: In the event that LESSEE defaults in the performance of any obligation under this Lease, including abandonment of the Premises, Landlord shall provide LESSEE with written notice of the default. If the default in performance by LESSEE is not cured within thirty (30) days after receipt of notice of default from Landlord, at the end of the 30-day period Landlord may terminate this Lease and LESSEE shall vacate the Premises and return it to Landlord within

14 days after termination. In event of such a termination, Landlord and LESSEE shall have no further obligations under the Lease or relating to the Premises.

b. By Landlord: In the event that Landlord defaults in the performance of any obligation under this Lease, LESSEE shall provide Landlord with written notice of the default. In the event that the default is not cured within thirty (30) days, at the end of the 30-day period LESSEE may terminate this Lease and vacate the Premises and shall have no further obligations under the Lease or relating to the Premises.

14. ASSIGNMENT.

a. LESSEE shall not assign the Lease or sublet all or any part of the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed.

15. NOTICE: Notice under this Lease shall be given in writing, via U.S. Mail, postage pre-paid and addressed as noted below, and shall be effective three (3) days after the date upon which notice is given:

If to Landlord:

Dr. David Hill, Superintendent  
230 Covington Drive  
Bloomington, Illinois 60108

Copy to:

Hauser, Izzo, Petrarca, Gleason & Stillman, LLC  
1415 W. 22nd Street, Suite 200  
Oak Brook, IL 60523

If to LESSEE:

Dr. Mary M. Furbush, Executive Director  
Cooperative Association for Special Education  
22W600 Butterfield Road  
Glen Ellyn, IL 60137

Copy to:

Engler Callaway Baasten & Sraga, LLC  
2215 York Road, Suite 400  
Oak Brook, Illinois 60523

16. LANDLORD WARRANTIES. As of the date of execution of this Lease, Landlord represents and warrants to LESSEE the following: 1) Landlord is the fee simple owner of and has access rights to the Premises; 2) Landlord has the right to make this Lease and perform the obligations

herein; 3) LESSEE's intended use and occupancy of the Premises complies with all zoning laws and ordinances affecting the Premises; 4) the Premises are currently in full compliance with all applicable laws; all existing mechanical systems servicing the Premises, including but not limited to HVAC, electrical, lighting, plumbing, and sewage are in good working condition; and 5) the Premises is structurally sound and there are no latent defects affecting the Premises. Landlord shall indemnify, defend, protect, and hold harmless the LESSEE from any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from the breach of any one or more of the foregoing warranties.

#### 17. MISCELLANEOUS.

a. Severability; Amendment; Binding Effect; Etc. If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby. This Lease contains the entire agreement of the parties, and neither party is relying upon any representation not contained herein. This Lease may be amended only by an instrument in writing signed by the Landlord and LESSEE. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto. The headings of this Lease are for purposes of reference only and shall not limit or define the meaning hereof.

b. Holding Over. If LESSEE holds over after the expiration of the term of this Lease, or any extended term, if applicable, without written agreement providing otherwise, then LESSEE shall be deemed to be a tenant from month to month, at a monthly rent equal to the last monthly rent payable under this Lease, and subject to all of the other provisions and conditions of this Lease.

c. Attorneys' Fees. In any action to enforce or contest any provision of this Lease, or to obtain a declaration of the rights or obligations of the parties hereunder, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees incurred by such party in connection with such action.

d. Access for LESSEE. LESSEE shall only access the Premises through the exterior doors and locations provided to the space. LESSEE shall have no right to enter any other portion of the Building without specific authority given by Landlord. LESSEE shall ensure that all access points to the Premises shall be kept securely locked when not in use.

*[Signature page follows.]*

IN WITNESS WHEREOF, the undersigned have executed this Lease effective as of the date set forth above.

LANDLORD:

BOARD OF EDUCATION,  
COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT NO. 93

By: \_\_\_\_\_  
Board President

Attest: \_\_\_\_\_  
Board Secretary

COOPERATIVE ASSOCIATION FOR  
SPECIAL EDUCATION

By: *M. Furubus*

Its: *Executive Director*

## OPERATIONAL SERVICES

### BUILDINGS AND GROUNDS - BUILDING AND GROUNDS SECURITY

#### Security

The Superintendent shall designate responsibility for maintaining all school buildings in a secure condition before, during and after school hours. The Superintendent shall enlist the cooperation of all staff members in such efforts. Procedures for safe-guarding building keys shall be developed and carefully observed. Exterior door keys shall be issued only to administrators and custodians and other persons according to procedures and regulations developed by the Superintendent.

Provisions shall be made for a security check of every building on Saturdays, Sundays, holidays, and during vacation periods. Close liaison with local law enforcement authorities shall also be maintained.

#### Vandalism

Appropriate precautions shall be taken to prevent vandalism of school buildings and school district property. [Video camera surveillance has been installed to help deter crime.](#) Exterior lighting shall be maintained as appropriate to discourage nighttime incidents. The cooperation of neighbors in reporting questionable activities around school buildings shall also be encouraged.

When vandalism has occurred, it shall be reported to the Superintendent. Where appropriate, local law enforcement authorities shall be notified of such incidents. If the person causing the vandalism is apprehended, steps to secure restitution shall be taken, including prosecution where appropriate.

Adopted: March 10, 1983

Revised: June 10, 1999

[Revised:](#)

## OPERATIONAL SERVICES

### BUILDINGS AND GROUNDS - CUSTODIAL SERVICES

The schools of the District shall be maintained in a safe, sanitary and attractive condition. To this end, an adequate staff of custodians and sufficient supplies and equipment shall be provided. An outside custodial service may be utilized by the District for such purposes.

The custodial staff shall receive direction and supervision in the performance of its tasks. When appropriate, in-service training programs may be used to increase effectiveness and to introduce new products or methods. For each District school, the Superintendent or designee shall establish and supervise a green cleaning program that complies with the recommended guidelines established by the Illinois Green Government Coordinating Council where applicable and appropriate.

In addition to routine cleaning procedures, more extensive and thorough cleaning of buildings and equipment shall be scheduled for vacation periods, particularly during the summer.

Maintaining a clean and orderly school building is not solely the responsibility of the custodian. All staff members need to be thoughtful and cooperative, not only in their own actions but also in developing standards and habits on the part of the students.

LEGAL REF.: 105 ILCS 140/, Green Cleaning Schools Act

Adopted: March 10, 1983

Revised: June 10, 1999

Revised:

## OPERATIONAL SERVICES

### BUILDINGS AND GROUNDS - BUILDING AND GROUNDS MAINTENANCE

The buildings and grounds of the School District represent a substantial investment by the community. Attractively landscaped school grounds are also a value to the community. They shall be maintained in good condition by a continuous program of repair, replacement, and preventive maintenance. An outside grounds maintenance service may be utilized by the District for such purposes.

Major work that requires specialized skill or equipment shall normally be performed by outside workers on a contract basis. Where appropriate, such work shall be scheduled during vacation periods to avoid interference with the educational program. The Superintendent shall submit to the Board a descriptive listing of such projects, together with cost estimates and an indication of priority. The Board will determine which projects shall be undertaken and shall authorize bidding as required.

The services of an architect or other consultants may be utilized when deemed necessary in making an informed judgment, or to prepare plans and specifications as needed.

Adopted: March 10, 1983

Revised: June 10, 1999

Revised:

## OPERATIONAL SERVICES

### BUILDINGS AND GROUNDS - INCLEMENT WEATHER

When adverse weather conditions force the closing of the District's schools, the District may count a partial day of attendance as a full day of attendance for state aid purposes provided:

1. At least one clock hour of instruction has been provided.
2. The Superintendent shall provide the Regional Superintendent with a written report certifying the closing and the reasons therefore within one month of the closing.

LEGAL REF.: Illinois School Code, Sec. 18-12 (105 ILCS 5/18-12).

Adopted: March 10, 1983

Revised: June 10, 1999

Reviewed:

## OPERATIONAL SERVICES

### FACILITIES DEVELOPMENT

Two general types of facilities are constructed and utilized by the District - those for use in the instructional program and those for other purposes such as administration, instructional resources, and ancillary services. Buildings used for instruction constitute an important resource for instruction. Their adequacy of space and their specific design features can either contribute to or detract from the quality and scope of learning. Priority in the development of facilities shall be based on identified educational needs and on programs developed to meet those needs.

When making decisions pertaining to the design and construction of school facilities, the Board of Education may confer with members of the staff and community, the Illinois State Board of Education, and educational, legal, and architectural consultants as it deems appropriate. The latest and best information and ideas regarding educational facilities shall be utilized for planning within the District. With a view to achieving the District's central purpose of high quality education, and acting also with fiscal responsibility, the District shall strive for the most economical construction which adequately meets requirements for quality education, safety, durability, maintenance, insurance, and flexibility.

On an annual basis, the Superintendent or designee shall provide the Board with projected facility needs, enrollment trends, and other data impacting facility use. Board approval is needed for all new facility construction and expansion.

The School Board establishes the following goals for the District's development and expansion program:

1. Integrate facilities planning with other aspects of planning and goal-setting in a comprehensive program of educational problem solving.
2. Base educational specifications for school buildings on identifiable learner needs.
3. Design for sufficient flexibility to permit program modification or the installation of new programs.
4. Design school buildings as economically feasible, providing that learner needs are effectively and adequately met by the design.
5. Involve the community, local school staff, available experts, and related current developments and research in building plans and specifications as appropriate.
6. Design buildings for maximum potential for community use.
7. Meet or exceed all safety requirements.
8. Meet requirements on the accessibility of school facilities to disabled persons as specified in State and federal law.
9. Provide for low maintenance costs, energy efficiency, and minimal environmental impact.

## OPERATIONAL SERVICES

### FACILITIES DEVELOPMENT

#### Managing Buildings and Grounds

The Superintendent shall develop procedures for managing buildings and grounds, ~~as appropriate~~ as well as facility construction and building programs in accordance with the law, the standards set forth in this policy, and other applicable School Board policies. The Superintendent or designee shall facilitate:

1. Inspections of schools by the Regional Superintendent and Fire Marshall or designee.
2. Review of plans and specifications for future construction or alterations of a school if requested by the relevant municipality, county, or fire protection district, and
3. Compliance with the 10-year safety survey process required by the School Code.

Adopted: March 10, 1983  
Revised: June 10, 1999  
Revised: September 28, 2006  
Revised:



## OPERATIONAL SERVICES

### SAFETY PROGRAM - EMERGENCY CLOSINGS

The Board authorizes the Superintendent to cancel or to terminate the school session on any day when hazardous weather or other emergencies present threats to the health or safety of students, staff members, or school property. The Superintendent shall, ~~whenever possible,~~ notify Board designated radio stations of school closings and initiate the District's emergency closing procedures.

Adopted: March 10, 1983

Revised: June 10, 1999

Revised:

## PERSONNEL

### PROFESSIONAL PERSONNEL - LEAVE OF ABSENCE

#### Sick and Bereavement Leave

All tenured and non-tenured teachers shall be entitled to paid sick leave and paid bereavement leave in accordance with the terms of the Professional Agreement between the Board of Education and the Carol Stream Education Association. Teachers should report sick days and bereavement leave on the Substitute Placement and Absence Management System.

Sick leave is defined in State law as personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. For purposes of this policy, the term "immediate family" shall include: spouse, parents (natural, step, adopted, and in-law), children (natural, step, foster, adopted, and in-law), siblings (natural, step, adopted, and in-law), grandparents (natural, step, adopted, and in-law), grandchildren (natural, step, adopted, and in-law), and legal guardians, and members of household. The use of paid sick leave for adoption or placement for adoption is limited to 30 days unless a longer leave is provided in the applicable collective bargaining agreement. The Superintendent may require that the employee provide evidence that the formal adoption process is underway.

The Board may require a physician's certificate (~~or if treatment is by prayer or spiritual means, that of a spiritual adviser or practitioner of the teacher's faith~~) as a condition for paying sick leave after an absence of 3 days for personal illness, or as it deems necessary in other cases. The certificate should come from: (1) a physician licensed in Illinois to practice medicine and surgery in all its branches, (2) a chiropractic physician licensed under the Medical Practice Act, (3) a licensed advanced practice registered nurse, (4) a licensed physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or (5) if the treatment is by prayer or spiritual means, a spiritual advisor or practitioner of the employee's faith.

The Board shall pay the expenses incurred by the employee in obtaining such certificate if the Board requires a certificate during a leave of less than three days.

Excessive absenteeism or a recurring pattern of absenteeism shall be reviewed by the Superintendent or his or her designee. The Superintendent shall follow Board policy and applicable statutory provisions in determining and implementing any necessary remediation procedures.

#### Personal Leave

Teachers shall be allowed personal leave days in accordance with the terms of the Professional Agreement between the Board of Education and the Carol Stream Education Association. A personal leave day is defined as a day to allow professional personnel time to conduct personal business (but not vacation, travel, or work stoppage), which is impossible to schedule at a time other than during a school day.

## PERSONNEL

### PROFESSIONAL PERSONNEL - LEAVE OF ABSENCE

The use of a personal day is subject to the following conditions:

1. Except in cases of emergency or unavoidable situations, personal leave requests should be submitted on the Substitute Placement and Absence Management System at least three school days in advance of the requested date.
2. No personal leave days may be used during the first or last five days of the school term, on teacher institute days, or immediately before or immediately after a vacation or holiday unless an emergency situation exists and is verified in writing to the Superintendent within five school days.

#### Professional Leave

A teacher may be granted professional leave for workshops, conferences, or observation of relevant educational programs, in accordance with the terms of the Professional Agreement between the Board of Education and the Carol Stream Education Association.

#### Leave for Court/Jury Duty

A teacher shall notify the Superintendent or designee of pending court/jury duty no later than 10 days prior to the first day of duty, and shall provide a copy of the Subpoena or Notice of Jury Duty. A court/jury duty leave of absence shall be granted to an employee for court/jury duty.

No teacher shall receive a loss in salary because of jury duty or because the teacher, pursuant to a subpoena issued by the clerk of a court and served on the teacher, attends as a witness upon trial or to have his or her deposition taken in any school-related matter pending in court. However, the District shall deduct from the teacher's salary an amount equal to the amount received by the teacher for jury duty or for per diem fees which the teacher is entitled to receive for complying with the subpoena. In lieu of such salary deduction, and when determined advisable by the Business Office, the teacher shall reimburse the District for any amount received for jury duty or as a witness fee, by direct payment or endorsement of a check to the District.

#### ~~Leave Days for Association Business~~ Leaves to Serve as an Officer or Trustee of a Specific Organization

~~Leave days for Association business shall be granted in accordance with the terms of the Professional Agreement between the Board of Education and the Carol Stream Education Association.~~ Upon request, the Board will grant: (1) an unpaid leave of absence to an elected officer of a State or national teacher organization that represents teachers in collective bargaining negotiations, (2) 20 days of paid leave of absence per year to a trustee of the Teacher's Retirement System in accordance with 105 ILCS 5/24-6.3, and (3) a paid leave of absence for the local association president of a State teacher association that is an exclusive bargaining agent in the District, or his or her designee, to attend meetings, workshops, or seminars as described in 105 ILCS 5/24-6.2.

## PERSONNEL

### PROFESSIONAL PERSONNEL - LEAVE OF ABSENCE

#### Sabbatical Leave

The Board may grant a sabbatical leave of absence to a full-time tenured teacher, for a period not to exceed one full school year in length, in accordance with the terms of the Professional Agreement between the Board of Education and the Carol Stream Education Association. A sabbatical leave may only be granted to a tenured teacher who has completed seven years of satisfactory full-time service to the District. Additional sabbatical leaves may be granted a tenured teacher, principal or Superintendent after a subsequent period of seven years of satisfactory full-time service to the District.

Sabbatical leaves may be granted for resident study, research, travel or other activities that benefit the school system. The Board of Education shall determine the appropriateness of all sabbatical leaves.

Before a tenured teacher is granted a sabbatical leave, the employee must submit a plan of study to the Board of Education specifically stating the activities of the employee on sabbatical leave. The plan of study may only be modified with the approval of the Board of Education.

During a teacher's absence, the employee shall receive either minimum salary as provided by Section 24-8 of the Illinois School Code or one-half (½) of the basic salary the employee would have received if he or she remained in the school, whichever is greater.

#### Leaves for Service in the Military and General Assembly

Leaves for service in the military and General Assembly, as well as re-employment rights, shall be granted in accordance with the terms of the Professional Agreement between the Board of Education and the Carol Stream Education Association, and applicable State and federal law. A teacher hired to replace one in military service does not acquire tenure.

#### School Visitation Leave

An eligible teacher is entitled to eight hours during any school year, no more than four hours of which may be taken on any given day, to attend school conferences, or classroom activities behavioral meetings, or academic meetings related to the teacher's child, if the conference or ~~activity~~ meeting cannot be scheduled during non-work hours. Teachers must first use all accrued leave, personal leave, compensatory leave, and any other leave that may be granted to the teacher, except sick and disability leave.

An employee is eligible for a school visitation leave if he or she has worked for the District at least six consecutive months immediately before the request and works at least one-half of the full-time equivalent position. Periods when school is not in session will not count as a break in consecutive service.

## PERSONNEL

### PROFESSIONAL PERSONNEL - LEAVE OF ABSENCE

An employee must request a school conference and activity leave in writing at least seven days in advance. In an emergency situation, 24 hours notice is required. The employee must consult with the employer to schedule the leave so as to minimize disruption. A leave request may be denied if granting the leave would result in more than 5% of the work force, or work force shift, taking leave at the same time.

A school visitation leave is unpaid. The District will attempt, however, to give the employee the opportunity to make up the time taken for such a leave. The employee taking a visitation leave will not lose any benefits.

An employee returning from a school visitation leave must provide the Building Principal with verification of the visitation from the school administrator of the school visited. Failure to provide this verification within two working days of the visitation will subject the employee to the standard disciplinary procedures for unexcused absences from work.

#### Leaves for Victims of Domestic Violence, Sexual Violence, or Gender Violence

An unpaid leave from work is available to any staff member who: (1) is a victim of domestic violence, sexual violence, or gender violence, or (2) has a family or household member who is a victim of such violence whose interests are not adverse to the employee as it relates to the domestic, sexual, or gender violence. The unpaid leave allows the employee to seek medical help, legal assistance, counseling, safety planning, and other assistance without suffering adverse employment action.

The Victim's Economic Security and Safety Act governs the purpose, requirements, scheduling, and continuity of benefits, and all other terms of the leave. Accordingly, an employee is entitled to a total of 12 work weeks of unpaid leave during any 12-month period. Neither the law nor this policy creates a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by the federal Family and Medical Leave Act of 1993.

#### Other Leaves

The School Board may grant other leaves of absence required or permitted under the Illinois School Code, or other applicable State and federal laws.

PERSONNEL

PROFESSIONAL PERSONNEL - LEAVE OF ABSENCE

LEGAL REF.: 10 ILCS 5/13-2.5

~~Illinois School Code, Sec. 10-20.7, 24-5, 24-6, 24-6.1, 24-6.2, 24-6.3, 24-13, and 24-13.1(105 ILCS 10-20.7, 5/24-5, 5/24-6, 5/24-6.1, 5/24-6.2, 5/24-6.3, 5/24-13, and 5/24-13.1);~~

~~820 ILCS 147/4 et seq.)~~ Illinois School Visitation Rights Act

330 ILCS 61/, Service Member Employment & Reemployment Rights Act

820 ILCS 154/, Child Bereavement Leave Act

820 ILCS 180/, Victims' Economic Security and Safety Act

Agreement between Board of Education and Carol Stream Education Association.

Adopted: March 12, 1998

Revised: November 13, 2014

Revised:

## PERSONNEL

### EDUCATIONAL SUPPORT PERSONNEL - SICK DAYS, VACATION, HOLIDAYS, AND LEAVES

#### Sick Days

Full- or part-time Employees who work at least 600 hours per year are .4 fte or more receive 13 paid sick leave days per year the first four years of employment, 15 paid sick leave days per year from the fifth year through 24 years, and 20 paid sick leave days per year from the 25<sup>th</sup> year and thereafter. Part-time employees will receive sick day pay equivalent to their regular work day. ~~Unused sick leave shall accumulate to a maximum of 240 days, including the leave of the current year.~~

Sick leave shall mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. Sick leave shall also include members of the immediate family. For purposes of this policy, the term "immediate family" shall include: spouse, parents (natural, step, adopted, and in-law), children (natural, step, foster, adopted, and in-law), siblings (natural, step, adopted, and in-law), grandparents (natural, step, adopted, and in-law), grandchildren (natural, step, adopted, and in-law), ~~and~~ legal guardians, and members of household.

The Board may require that the staff member provide a certificate from: (1) a physician's certificate licensed in Illinois to practice medicine and surgery in all its branches, (2) a chiropractic physician licensed under the Medical Practice Act, (3) a licensed advanced practice registered nurse, a licensed physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or (5) if treatment is by prayer or spiritual means, that of a spiritual adviser or practitioner of the employee's faith) as a condition for paying sick leave after an absence of three days for personal illness, or as it deems necessary in other cases. The Board shall pay the expenses incurred by the employee in obtaining such certificate if the Board requires a certificate during a leave of less than three days.

Excessive absenteeism or a recurring pattern of absenteeism shall be reviewed by the Superintendent or ~~his or her~~ designee. The Superintendent shall follow Board policy and applicable statutory provisions in determining and implementing any necessary remediation procedures.

#### Personal Business Days

Full-time Employees eligible for sick leave shall be allowed to deduct a maximum of three available sick leave days for purposes of personal business leave. Personal Business Leave shall be defined as a matter of business that can be attended to only during the regular school day (examples: legal matters, unique business matters, unique family matters, funerals not covered by other leaves). ~~Part-time employees will have their three days prorated as with sick leave.~~ Except for special occasions and emergencies, personal business leave shall not be granted during the first or last week of the school term or on the day preceding or following school holidays or recesses.

## PERSONNEL

### EDUCATIONAL SUPPORT PERSONNEL - SICK DAYS, VACATION, HOLIDAYS, AND LEAVES

#### Bereavement Leave

In the event of the death of a member of the immediate family, an employee shall be entitled to up to three (3) days of leave of absence without loss of pay or deduction of accumulated sick leave for each death. Immediate family is defined the same as in "sick leave." If circumstances require any additional absence due to death, such shall be deducted from accumulated sick leave. Bereavement leave shall not accumulate in any form. Absence due to bereavement will be documented using the normal absence reporting procedures. The district may ask for verification of the need for bereavement leave, if it deems necessary.

#### Vacation

Vacation is available only to 12 calendar month employees. Vacation is earned at the rate of .83 days per month worked. A month worked is defined as 11 or more worked days on the job in a calendar month. Vacation is not earned for days charged as unpaid leave, and for days charged to disability leave. Vacation is available July 1 of each year. Employees hired during the fiscal year shall be permitted to use accrued vacation earned as of the last full calendar month, and days may be used only as full days or half days earned.

On the 5th anniversary date, the employee's vacation rate will change from .83 days per month to 1.25 days per month worked. On the 15th anniversary date, the employee's vacation rate will change from 1.25 days per month worked to 1.67 days per month worked. Vacation time earned in one fiscal year shall be used by the end of the following fiscal year or the employee shall lose it. Employees terminating their employment shall be entitled to remuneration for the amount of vacation earned to the date of termination.

Requests for vacation shall be submitted to the administrator to whom the employee is responsible using the online absence reporting procedures and must be approved by the Superintendent or designee. Every effort shall be made to meet the desires of the employee and the needs of the school system in establishing vacation dates. The Superintendent or designee shall keep a record of vacations earned and the dates taken.

If an employee voluntarily or involuntarily moves from full-time to part-time or part-time to full-time, vacation earned in the previous position will be carried over on a prorated basis or calculated as full time equivalency.

Part-time employees' number of vacation days is determined by their percentage of part-timeness multiplied by the number of annual vacation days available to full-time support staff. Part-time employees' vacation days earned is defined as the part-time employee's work day.

## PERSONNEL

### EDUCATIONAL SUPPORT PERSONNEL - SICK DAYS, VACATION, HOLIDAYS, AND LEAVES

#### Holidays

Twelve-month employees will be paid for, but will not be required to work on, legal school holidays as established by law, unless waived under the Mandate Waiver Act. Employees must work the day before and the day after a holiday in order to be paid for the holiday. Employees utilizing sick days or approved vacation time the day before or the day after a holiday will be paid for the holiday.

In the case of an emergency, or for the continued operation and maintenance of facilities or property, the District may require employees to work on a legal school holiday. Such employees shall receive from their supervisor notice that their presence is required in the School District on a legal school holiday.

#### Leaves for Service in the Military and General Assembly

Leaves for service in the military and General Assembly shall be granted in accordance with State and federal law.

#### School Visitation Leave

An eligible employee is entitled to eight hours during any school year, no more than four hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child, if the conference or activity cannot be scheduled during non-work hours. Educational support staff employees must first use all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the employee, except sick and disability leave.

An employee is eligible for a school visitation leave if he or she has worked for the District at least six consecutive months immediately before the request and works at least one-half of the full-time equivalent position. Periods when school is not in session will not count as a break in consecutive service.

An employee must request a school conference and activity leave in writing at least seven days in advance. In an emergency situation, 24 hours notice is required. The employee must consult with the employer to schedule the leave so as to minimize disruption. A leave request may be denied if granting the leave would result in more than 5% of the work force, or work force shift, taking leave at the same time.

A school visitation leave is unpaid. The District will attempt, however, to give the employee the opportunity to make up the time taken for such a leave. The employee taking a visitation leave will not lose any benefits.

An employee returning from a school visitation leave may be required to provide the Building Principal with verification of the visitation from the School administrator of the school visited. Failure to provide this verification within two working days of the visitation will subject the employee to the

## PERSONNEL

### EDUCATIONAL SUPPORT PERSONNEL - SICK DAYS, VACATION, HOLIDAYS, AND LEAVES

#### Leave to Serve as a Trustee of the Illinois Municipal Retirement Fund

Upon request, the Board will grant 20 days of paid leave of absence per year to a trustee of the Ill. Municipal Retirement Fund in accordance with 105 ILCS 5/24-6.3.

#### Other Leaves

The School Board may grant other leaves of absence required or permitted under the Illinois School Code, or other applicable State and federal laws, including the following:

1. Leaves for Victims of Domestic Violence, Sexual Violence, or Gender Violence
2. Child Bereavement Leave
3. Leave to serve as an election judge

LEGAL REF.: Illinois School Code, Sec. 24-2 and 24-6 (105 ILCS 5/24-2 and 5/24-6); and  
Illinois School Visitation Rights Act (820 ILCS 147/1 *et seq.*).  
820 ILCS 154/, Child Bereavement Leave Act  
820 ILCS 180/, Victims Security and Safety ACT  
10 ILCS 5/13-2.5

CROSS REF.: 500.88

Adopted: November 4, 1999  
Revised: April 22, 2004  
Revised: December 14, 2006  
Revised:

Agenda Item #7a - Approve the Personnel Report

Motion to approve the Personnel Report dated May 28, 2020.

## PERSONNEL REPORT

May 28, 2020

NAME	SCHOOL	POSITION	SALARY
<b>EMPLOYMENT</b>			
<b>Licensed Personnel:</b>			
Deadessis, Laura	SMS	Humanities/ELA Teacher	\$63,061.00
Donnary, Delaney	JSMS	Middle School Resource Teacher	\$57,033.00
Nosalik, Morgan	JSMS	Math/ELA Teacher	\$61,807.00
Sachs, Natalie	SMS	Middle School Resource/Co-Teach	\$63,061.00
Simantirakis, Lindsay	WT	Elementary Resource Teacher	\$69,406.00
<b>Educational Support Personnel:</b>			
None			
<b>SEPARATION</b>			
<b>Licensed Personnel:</b>			
Heinrich, Natalie	HL	Assistant Principal/10 Month	Last day of the 19-20 school year
Romaniak, Dan	WT	Elementary Teacher	Last day of the 19-20 school year
<b>Educational Support Personnel:</b>			
Aguilar, Lizbet	CL	Paraprofessional/ELL	Last day of the 19-20 school year
Reeder, Erin	EJ	Paraprofessional/SPED	Last day of the 19-20 school year
<b>OTHER</b>			
<b>Leave of Absence Request:</b>			
None			
<b>Intent to Return to Work:</b>			
None			
<b>Intent to Retire:</b>			
Sheptock, Rachel	CL	Elementary Teacher	06/10/24
<b>Job Share Proposals:</b>			
None			
<b>Extra-Curricular Assignments</b>			
None			

## **CONSENT AGENDA Items #6 & 7**

### **RECOMMENDATIONS OF THE SUPERINTENDENT**

#### **To approve the following revised Board policies for 1<sup>st</sup> Reading:**

- 450.01 OPERATIONAL SERVICES – Buildings and Grounds – *Buildings and Grounds Security*
- 450.04 OPERATIONAL SERVICES – Buildings and Grounds – *Custodial Services*
- 450.06 OPERATIONAL SERVICES – Buildings and Grounds – *Buildings and Grounds Maintenance*
- 459 OPERATIONAL SERVICES – Buildings and Grounds – *Inclement Weather*
- 450.01 OPERATIONAL SERVICES – Buildings and Grounds – *Facility Development*
- 465.05 OPERATIONAL SERVICES – Safety Program - *Emergency Closings*

#### **To approve the following revised Board policies for 2nd Reading:**

- 521.01 PERSONNEL – Professional Personnel – *Leave of Absence*
- 540.11 PERSONNEL – Educational Support Personnel – *Sick Days, Vacation, Holidays, and Leaves*