

AGENDA
The First Meeting of the Month of January
of the Board of Education of Township High School District 214
will be held on Thursday, January 21, 2021
in Room D100/101 of the Forest View Educational Center
at 7:00 p.m.

The Board of Education meeting will be conducted in person in Room D100/101 and, as the Board meeting room capacity is met, additional attendees will be accommodated in other meeting spaces in the Forest View Educational Center with audio feed from the meeting room. The meeting will also be livestreamed. Any member of the public can access the livestream from the District's website (www.d214.org).

- I. CALL TO ORDER
President Petro
- II. ROLL CALL
Mrs. Knoepfle
- III. PLEDGE OF ALLEGIANCE
- IV. APPROVAL OF MINUTES
Regular Meeting of December 10, 2020
Closed Session Meeting of December 10, 2020
- V. PUBLIC COMMENTS
- VI. SUPERINTENDENT'S REPORT
Freedom of Information Act Report
Teaching and Learning Updates
- VII. BOARD MEMBER UPDATES
- VIII. CONSENT CALENDAR
 - 2021-001 Accounts Payable
 - 2021-002 Personnel Transaction Report
 - 2021-003 Destruction of Closed Minutes Audio Recordings
 - 2021-004 Bleacher Repairs - Bid
 - 2021-005 Athletic Flooring - Bid
 - 2021-006 Weight Room Equipment for Prospect High School - Bid
 - 2021-007 Saint Viator Turf Field and Stadium Use Amendment No. 2
 - 2021-008 Elk Grove Park District Intergovernmental Agreement
- IX. DISCUSSION ITEM (The public may comment on each item after Board discussion.)
 - 2021-009 Resolution Authorizing Commencement of Vaping Litigation
- X. CLOSED SESSION
 - The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in

a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with [the Open Meetings Act]. 5 ILCS 120/2(c)(1), amended by P.A. 101-459.

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

XI. RECONVENE IN OPEN MEETING

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

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

XII. ADJOURNMENT

MINUTES

The Minutes of the First Regular Meeting
of the Month of December of the Board of Education
Township High School District 214 held on December 10, 2020
at 7:00 p.m.

At 7:00 p.m., the Regular Meeting of the Board of Education was called to order by President Petro with Notices to Board Members and Members of the Press sent on December 7, 2020, reading as follows:

NOTICE OF CHANGE IN LOCATION OF MEETING

You are hereby notified that members of the Board of Education of Township High School District 214 will hold a remote meeting on Thursday, December 10, 2020 rather than at the Forest View Education Center as originally scheduled. The meeting is scheduled at 7:00 p.m.

The Board of Education meeting will not be conducted in person in the typical manner and, instead, will be conducted remotely for the express purpose of protecting public health and in compliance with directives to avoid public gatherings.

Due to the Governor restricting public gatherings to no more than 10 people, the Board of Education meeting will be conducted via an electronic video-conferencing application known as Zoom. Information regarding access to the audio recording of the Board of Education meeting is available on the District's website, www.d214.org.

COVID-19 Protocols for the 2020 Tax Levy Hearing and Public Comments

Public comments for the 2020 Tax Levy Hearing and for agenda and non-agenda items will be accepted prior to the meeting via submission to the following email address: rinn.knoepfle@d214.org.

Submissions must be received by 10:00 a.m. on Thursday, December 10, 2020, must include the sender's name and should follow the decorum standards for public comment. During the public participation portion of the meeting, the Superintendent will read or summarize the emails. The emails will be shared in totality with the Board of Education and will be posted on the District's website.

The purpose of the Meeting is set forth in the following agenda for the meeting:

- I. CALL TO ORDER
President Petro
- II. ROLL CALL
Mrs. Knoepfle
- III. PLEDGE OF ALLEGIANCE
- IV. APPROVAL OF MINUTES
Regular Meeting of November 12, 2020
Closed Session Meeting of November 12, 2020
- V. PUBLIC HEARING – 2020 Tax Levy – 7:00 p.m.
- VI. PUBLIC COMMENTS
- VII. SUPERINTENDENT'S REPORT
Freedom of Information Act Report
Adaptive Pause Update
- VIII. BOARD MEMBER UPDATES

- IX. CONSENT CALENDAR
- 2020-146 Accounts Payable
 - 2020-147 Personnel Transaction Report
 - 2020-148 Destruction of Closed Minutes Audio Recordings
 - 2020-149 Board of Education Policy Revisions – PRESS Edition
 - 2020-150 Job Description – Plumber/Pipe Fitter
- X. ACTION ITEM (The public may comment on each item after Board discussion.)
- 2020-151 2020 Property Tax Levy
- XI. CLOSED SESSION
- The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with [the Open Meetings Act]. 5 ILCS 120/2(c)(1), amended by P.A. 101-459;
- XII. RECONVENE IN OPEN MEETING
- Immediately following the Closed Session, the Board of Education will reconvene in Open Session and may take action deemed necessary as a result of the Closed Session discussions.
- XIII. ADJOURNMENT

Signed

Dan Petro
Board President

The following members were present:

William Dussling	Vice President
Mark Hineman	Member
Alva Kreutzer	Member
Mildred Palmer	Member
Dan Petro	President
Leonard Walker	Member
Todd Younger	Member

Absent at roll call:

None

Also present at the meeting were: D. Schuler, superintendent; C. Johnson, associate superintendent for finance and operations; M. Johnson, assistant superintendent for student services; K. Kraft, associate superintendent for human resources; L. Lopez, associate superintendent for teaching and learning; J. Wardle, principal, BGHS; P. Kelly, principal, EGHS; P. Mogge, director of community engagement and outreach; T. Schlorff, director of instructional technology and technology services; R. Knoepfle,

executive assistant to the school board and superintendent; C. Uhle, director of administrative services; staff members; parents; students; and citizens.

1. PLEDGE OF ALLEGIANCE

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

2. APPROVAL OF MINUTES

It was moved by Walker and seconded by Hineman that the Board of Education approve the minutes of the Regular Meeting of November 12, 2020 and the Closed Session of November 12, 2020.

Upon roll call, the motion carried.

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

Nays: None

3. PUBLIC HEARING – 2020 Tax Levy

At 7:03 p.m., D. Petro opened the public hearing to provide citizens an opportunity to address the Board on the proposed 2020 Property Tax Levy.

D. Schuler explained that later in the evening the Board will be considering the approval of the 2020 Tax Levy which will include the Board adopting and certifying the Tax Levy Resolution regarding the 2020 Tax Levy, directing the President and the Secretary to also certify such levy on the Certificate of Tax Levy form and execute the Resolution Authorizing Reduction of Certain Fund Levies for the 2020 Levy Year, directing the President to sign the Certification of Compliance with the Truth-In-Taxation Law, and directing the Secretary to file said documents with the Clerk of Cook County on or before December 29, 2020. He noted that the District received one public comment this evening, and prior to reading the public comment he has asked C. Johnson, associate superintendent of finance and operations, to provide an overview of the process of setting the tax levy.

C. Johnson explained that the tax levy is an ask or request of a certain amount of revenue generated from tax dollars to maintain and enhance the programs associated with providing students an education. Local property taxes support 84% of the total school district revenue. The District must estimate the levy 20 days prior to adopting it through the approval of the Tentative Tax Levy, which was approved by the Board at the November 12, 2020 meeting. Illinois statute requires taxing bodies to follow the Truth in Taxation requirements when passing a levy, so the District must publish a notice of the anticipated increase when it is more than 5% and hold a public hearing. District 214 has historically held a public hearing for transparency sake every year, even when the levy request is lower than the 5% threshold. All levies must be adopted and filed with the County Clerk by the last Tuesday in December each year. The components of the levy that are known when estimating the levy are the prior year extension, the rate of the Consumer Price Index (CPI) for the prior year, the bond payments, and the rate limits. Unknown components that will factor into the final actual tax receipts include the impact of new property and the equalized assess value (EAV). The District EAV comes from the assessed value of property, the equalizer established by the assessor, the homeowner and commercial exemptions (homeowner exemption, senior exemption, senior freeze exemption, and Class 6 and Class 7 commercial and industrial exemptions) applied, and the TIFs within the District.

C. Johnson noted that the CPI is important because the District can only receive the lower of CPI or 5% as an increase to last year's extension plus the value of new property. The value of new property is unknown as the District has not yet received the assessed value of those properties when it must set the levy. The District also must estimate the new taxable incremental value that result from the expiration of Tax Incremental Districts, of which this year there are a possible three expiring, out of the 16 that exist within the District. If the District doesn't capture the value of the new property the year it is released back onto the tax rolls, the District would forego that increase in valuation in perpetuity. The Property Tax Extension Law Limit protects the taxpayer by limiting the levy request to the lesser of CPI or 5% plus the new property, such as those coming off of the TIFs.

The authorized tax rate is determined by the total amount of taxes levied by the Board of Education divided by the total Equalized Assessed Value set by the Township Assessors within the taxing body. The final extension and tax rates are determined by the County and presented on the individual tax bills. Variances in the EAV will adjust that rate, variance in the projected new property will adjust the total extension, and final collections of revenues will be impacted by unknown changes in TIF districts and additions of Class 6 and 7 commercial exemptions and by tax appeals. This year the District is asking for a 4.99% increase in new revenue in the levy proposal.

D. Schuler read the public comment submitted:

- C. Bolos, requested that the Board not increase the 2020 tax levy this year due to these unprecedented times.

The hearing was closed at 7:15 p.m.

4. PUBLIC COMMENTS

D. Schuler read in their entirety the submitted public comments for the regular Board meeting:

- K. Ahn, an EGHS student, submitted comments regarding coronavirus protections for the health and safety of school faculty.
- E. Bauer, an Arlington Heights resident, submitted comments regarding the adaptive pause, student finals, and student achievement levels.
- J. Derengowski, an Arlington Heights resident, submitted comments regarding the reopening of schools.
- K. Murschel, an Arlington Heights resident, and L. Schillmoeller, a Rolling Meadows resident, submitted comments together regarding a letter from Local 1211 Teachers Union president to District 211 Superintendent regarding Tier 3 Mitigation issues and the desire to reopen District 214 schools immediately.

5. SUPERINTENDENT'S REPORT

The district received the following Freedom of Information Act requests that were complied with consistent with School Code:

- K. Upton, ACME Research, requested financial information.
- S. Johlje requested contract information.
- K. Murschel requested student information.

D. Schuler noted that the District always complies to FOIAs. In regards to looking at reports regarding student success and D's/F's, the district does not generate many reports as the staff use a real time interactive dashboard to guide their practices and supports for students. He noted that for the January

Board meeting, he has asked L. Lopez to provide a comprehensive report on the academic progress from first semester.

D. Schuler also noted that while D211 and D214 are both part of Local 1211, District 214 has its own Education Association President, Vice Presidents and other officers who are all D214 employees. He has enjoyed working with D211 Superintendent Dr. Small this year and looks forward to working with her in the years to come. D. Schuler indicated that he has never met the D211 union President, who also serves as the Local 1211 President, nor received correspondences from him or met with him.

D. Schuler works directly with the D214 Education Association leadership, indicating that they have a very collaborative working relationship with the EA and collaboratively strive to get to 'yes' on issues for the betterment of students and staff. When disagreeing, they do so respectfully.

D. Schuler assured the D214 school community, that he has never received a threat of job action, a sick out, or a strike from the D214 Education Association leadership. The District did not take an Adaptive Pause for any reason other than following public health guidance from the Cook County Department of Public Health.

D. Schuler has asked C. Uhle to update the Board on the metrics monitored and used by the District in its COVID-19 response decisions for student and staff attendance as agreed upon in August.

C. Uhle outlined the District's monitoring of both building and community metrics that are tracked to manage the District response at an individual school site and for the overall District. The District has a District-level response team and each school site has a response team that provide oversight and manage any outbreaks or cases and contact tracing. The District maintains a dashboard on its website of the infection rate that is based on the number of individuals within a site. The site also indicates the number of individuals in quarantine due to possible exposure. The District follows the Cook County Department of Public Health (CCDPH) guidelines for conducting learning activities based on a risk continuum. The guidelines assist in determining the learning modality based on the level of building and community transmission levels.

The CCDPH online dashboard provides information for different defined regions within Cook County so the District is able to make decisions based on information for the local North region within Cook County. Additionally, the District follows the Centers for Disease Control (CDC) Indicators for Dynamic School Decision-Making mitigation strategies throughout the District. Although the District is still able to affectively follow the CDC mitigation strategies, the North region of Cook County has met the warning level of the current IDPH Risk Levels four times in the last four weeks, moving the District into an adaptive pause. The District makes use of all of the data to drive decisions at the individual site level and District-wide as it examines the daily caseloads at the schools and the community transmission levels.

Board members discussed the importance of basing decisions on learning activities from the local metrics rather than County-wide metrics, how the fluctuation of case rates in schools is effected by the number of individuals in the buildings, the amount of time and effort needed for contact tracing, the importance of having and basing decisions on the data, the fact that some districts are holding school, and the need to continue to use the Board approved Reset, Redefine, Restart plan to make decisions, such as the one to go on the adaptive pause, based on the data that is provided on the various dashboards, including the one on the District website.

6. BOARD MEMBER UPDATES

A. Kreutzer reported on the Illinois Association of School Board's (IASB) Delegate Assembly, noting members have access to a one-page summary. She provided context on the decision-making process for the proposed Resolution 2 regarding gun storage and the rationale for why the committee rejected the appeal, as they believe this must be dealt within the State legislation rather than at the association level. Financially, IASB is doing well, even with the State conference being held virtually. The Board of Directors did vote to not join the National School Board Association this year, following California's lead. Other state associations are also considering the same.

B. Dussling reported that the Board was currently missing a great radio show performance this evening by the PHS fine arts department. It will be accessible at: phstheater.com

L. Walker toured the RMHS greenhouse which is being used to provide food to the community. With the assistance of the Education Foundation, RMHS partnered with Home Depot for supplies to plant fresh vegetable plants and developed videos to demonstrate to families how to grow their own vegetables. The school has also received funding to start an outdoor garden this year. JHHS hosted in a virtual visit by alumni author K. Standefer who discussed her book, *Lightning Flowers, My Journey to Uncover the Cost of Saving a Life*, with students. L. Walker also congratulated the PHS journalism department for the Prospector becoming a top ten Crown Finalist for news from the Columbia Scholastic Press Association and for the students whose work puts them in the top 10 in the nation at the JEA/NSPA National High School Convention. Additionally, he noted that that an anonymous donor has contributed to the Education Foundation in the name of Bob Frisk, longtime Daily Herald sports reported, to support programs such as the Media Pathway program. A special fund, Bob Frisk Legacy Fund, has been created to support journalism at Districts 214, 211 and 220.

D. Petro thanked the Food and Nutrition Services team for the continuing distribution of breakfasts and lunches each week to the community. Last Wednesday, the District distributed 15,162 breakfasts and 15,162 lunches to our community and there was an increase in the number of meals distributed yesterday.

M. Palmer was excited to report about the Wheeling High School project that grew out of an English class that resulted in providing 50 turkey dinners to local families. She was also excited to report that half of the student cohort of the Pathway to Completion for this year have been accepted into colleges. She noted the importance of students having someone champion their dreams so that a student's circumstances are not dictated by birth. D. Schuler noted he just received word this afternoon that now all of the students in this year's cohort had been accepted into one of the colleges of their choice.

D. Petro noted that this was a good opportunity to remind everyone that the Education Foundation is still collecting donations to support students through the D214Cares fund. Access to information is on the website.

7. APPROVE CONSENT CALENDAR

2020-146 through 2020-150

Items 2020-146 through 2020-150 appearing on the Consent Calendar were presented for the Board's consideration.

It was moved by Palmer and seconded by Kreutzer that the Board of Education approve Items 2020-146 through 2020-150 appearing on the Consent Calendar as presented.

Upon roll call, the motion carried.

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

A. Approve Accounts Payable 2020-146

Actual November 12, 2020 listing:	
Educational Fund Listing	\$768,794.94
Operations and Maintenance	224,425.92
Transportation Fund	212,692.21
Debt Service	1,202.50
Capital Projects	225,950.47
TOTAL	<u>\$1,433,066.04</u>

Checks Dated: November 12, 2020
Check Numbers: 740046 through 740364

Actual November 24, 2020 listing:	
Educational Fund Listing	\$478,811.20
Operations and Maintenance	253,213.69
Transportation Fund	873,818.27
Capital Projects	7,733.56
TOTAL	<u>\$1,613,576.72</u>

Checks Dated: November 24, 2020
Check Numbers: 740375 through 740588

Transfers Dated November 1-30, 2020 listing:	
Educational Fund Listing	<u>\$2,072,292.31</u>
TOTAL	\$2,072,292.31

B. Personnel Transaction Report 2020-147

Approved Personnel Transaction Report attached to these minutes.

C. Destruction of Closed Meeting Audio Recordings 2020-148

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

May 13, 2019
May 16, 2019

D. Board of Education Policy Manual Revisions – PRESS Editions 2020-149

Approved the recommended policy revisions from PRESS as presented:

Policies that were reviewed in the five-year cycle that required no new revisions are:
5:270 6:315 7:300

PRESS and Administration Recommended Revised Policies:

3:40	4:90	6:310	7:100
4:55	6:20	6:320	7:140
4:80	6:300	6:340	7:325

E. New Job Description 2020-150

Approved the following job description: Plumber/Pipe Fitter

8. 2020 TAX LEVY 2020-151

It was moved by Hineman and seconded by Kreutzer that the Board of Education adopt and certify the Tax Levy Resolution regarding the 2020 Tax Levy as presented, direct the President and the Secretary to also certify such levy on the Certificate of Tax Levy form and execute the Resolution Authorizing Reduction of Certain Fund Levies for the 2020 Levy Year, direct the President to sign the Certification of Compliance with the Truth-In-Taxation Law, and direct the Secretary to file said documents with the Clerk of Cook County on or before December 29, 2020.

D. Schuler indicated that there were no changes to the proposed 2020 Tax Levy from the Tentative Levy presented in November.

Board discussion included:

- the need to safeguard the request to include new properties, but the valuation of those properties is unknown until after the filing of the levy request;
- if not included in the request this year, the District can't include those re-evaluations in future years. The amount varies greatly from year to year, for example in 2014 the value of new property was approximately \$34 million and in 2020 the request includes a valuation of \$128 million due to the inclusion of property from expired TIFs;
- even after all of the levying process, the District usually only receives about 97% of the tax receipts due to ongoing appeals. PTELL protects the taxpayer by limiting the amount of the request to CPI and addition of the new properties onto the tax rolls;
- the tax levy request is always greater than the actual receipts in order to capture those new properties so the tax burden doesn't shift to other taxpayers in the future. The greater the amount of new property that can be added to the district's request, the individual taxpayer will pay a lesser proportion of the overall taxes for the District;
- if the district levy request was for a 0% increase, the district would receive the same amount it received in the 2019 tax levy and then not be able to capture the new property in the future. Usually districts that have 0% levy requests receive most all of their revenues from the State and federal sources rather than from local property taxes;
- there is still great uncertainty regarding State and federal funding for schools this year;
- the District was able to save \$4.5 million dollars recently with the bond refinancing approved at the last meeting.

There were no additional comments from the public other than the one read at the 2020 Tax Levy Hearing earlier in the evening.

Upon roll call, the motion carried.

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

Nays: None

9. CLOSED SESSION

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

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

Upon roll call, the motion carried.

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

Nays: None

The Board convened in Closed Session at 8:20 p.m.

10. RECONVENE IN OPEN SESSION

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

Upon roll call, the motion carried.

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

Nays: None

The Board reconvened in Open Session at 9:58 p.m.

11. ADJOURNMENT

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

Upon roll call, the motion carried.

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

Nays: None

The meeting adjourned at 10:00 p.m.

F. Daniel Petro, president

William J. Dussling, vice president

PERSONNEL TRANSACTION REPORT

VOLUNTARY RETIREMENT PROGRAM - Education Association - 2025

<u>Name</u>	<u>Assignment</u>
TAYLOR, MARK <u>Remarks</u>	Special Education - RMHS Intent to Participate Effective last day of school, 2025
WILLS, JAMES <u>Remarks</u>	Math - PHS Intent to Participate Effective last day of school, 2025
ABBOTT, LORI <u>Remarks</u>	Staff Development & CTEP Coordinator - FVEC Intent to Participate Effective last day of school, 2025
GIUSTI, ROSS <u>Remarks</u>	Physical Education - PHS Intent to Participate Effective last day of school, 2025

CHANGE IN STATUS - EA

<u>Name</u>	<u>Assignment</u>
BLACKMON, LILLIE <u>Remarks</u>	Behavior Interv. - BGHS Resignation Effective May 28, 2021

CLASSIFIED PERSONNEL TRANSACTION REPORT

EMPLOYMENT OF CUSTODIAL MAINTENANCE PERSONNEL 220-2021**NEW**

<u>Name:</u>	<u>Assignment</u>	<u>Salary</u>	<u>Hrs./Week</u>
ALVIDREZ, KEVIN	Custodian I, 3rd Shift (CM)		
Remarks:	Grade I, CMS 13, Step 1	\$17.40	40
	Initial Location: EGHS		
	Effective: January 22, 2021		
KAISER, JOSEPH	Weekend Holiday Generalist - 1st (CM)		
Remarks:	Grade I, WHG 10, Step 1	\$18.78	40
	Initial Location: FVEC		
	Effective: January 22, 2021		
MONTESINOS, FRANK	Custodian I, 2nd Shift (CM)		
Remarks:	Grade I, CMS 12, Step 1	\$17.35	40
	Initial Location: WHS		
	Effective Date: January 22, 2021		

EMPLOYMENT OF EDUCATIONAL SUPPORT PERSONNEL 2020-2021**CHANGE OF STATUS**

<u>Name:</u>	<u>Assignment</u>	<u>Salary</u>	<u>Hrs./Week</u>
AUSTIN, MICHAEL	Instructional Assistant - Student Services (RMHS)		
Remarks:	Resignation		
	Effective: January 8, 2021		
BERGMAN, WILLIAM	Campus Security (EGHS)		
Remarks:	Leave of Absence		
	Effective: February 1, 2021 - March 31, 2021		
PEREZ, LEAH	Instructional Assistant - Student Services (RMHS)		
Remarks:	Resignation		
	Effective: January 8, 2021		

QUINN, MARY

Remarks: **Administrative Assistant I (FVEC)**
Resignation
Effective: January 31, 2021

WOLANSKI, ANTHONY

Remarks: **Campus Security (RMHS)**
Grade 3, Row 34 \$30.40 40
From: 37.5 Hrs./Week
Effective: January 22, 2021

EMPLOYMENT OF EDUCATIONAL SUPPORT PERSONNEL 2020-2021**NEW**

Name: **Assignment** **Salary** **Hrs./Week**

MAZUR, JEFFREY

Remarks: **Campus Security (RMHS)**
Grade 3, Row 80 \$21.39 40
Effective: January 22, 2021

VOLUNTARY RETIREMENT INCENTIVE CUSTODIAL MAINTENANCE PERSONNEL 2020 - 2021

Name: **Assignment** **Salary** **Hrs./Week**

HEALY, JAMES

Remarks: **Custodian I - 3rd Shift (RMHS)**
Intent to Participate
Effective: June 30, 2024

VOLUNTARY RETIREMENT INCENTIVE EDUCATIONAL SUPPORT PERSONNEL 2020 - 2021

Name: **Assignment** **Salary** **Hrs./Week**

AHMAD, CARRIE

Remarks: **Job Placement Specialist (FVEC)**
Intent to Participate
Effective: Last day of school, 2024

BUCHAN, MARY

Remarks: **Division Assistant (WHS)**
Intent to Participate

Effective: Last day of school, 2024

O'MALLEY, DEANNA**Remarks:****Athletic Assistant (EGHS)**

Intent to Participate

Effective: Last day of school, 2024

WGRZYN, APRIL**Remarks:****Bookkeeper (BGHS)**

Intent to Participate

Effective: June 30, 2024

EMPLOYMENT OF TEMPORARY AND GRANT-FUNDED PERSONNEL 2020-2021

<u>Name:</u>	<u>Assignment</u>	<u>Salary</u>	<u>Hrs./Week</u>
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PICCOLI, MICHAEL**Remarks:****Instructional Assistant - Student Services (PHS)**

Grade 4, Row 80

\$22.32

13.5

Effective: January 22, 2021 - June 1, 2021

RODRIGUEZ MARTINEZ, MARIA ISABEL**Remarks:****Instructional Assistant - ELL (BGHS)**

Grade 4, Row 80

\$22.32

37.5

Effective: January 22, 2021 - June 1, 2021

ITEM NO: 2020-003
DATE: January 21, 2021
FILE: Meetings

Subject: Destruction of Closed Meeting Audio Recordings

BACKGROUND INFORMATION:

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

ADMINISTRATIVE CONSIDERATION:

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

<u>Date of Meeting</u>	<u>Date of Approval</u>
June 13, 2019	July 11, 2019

RECOMMENDED ACTION:

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

June 13, 2019

ITEM: 2021-004
DATE: January 21, 2021
FILE: Budget

Subject: Bleacher Repairs - Bid

BACKGROUND INFORMATION

Numerous bleachers are utilized at each District high school and at FVEC. Maintenance of the bleachers is required to ensure safety and also to extend their life. Several 15-foot aluminum bleachers are nearing the end of their useful life, so optional pricing for replacements were solicited in addition to the needed repairs.

ADMINISTRATIVE CONSIDERATIONS

Bids were received after newspaper advertisement. Additionally, bids were submitted to six vendors.

Funds are available in the 2020-21 Operations and Maintenance Capital Equipment budget.

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

The lowest responsible bidder meeting specifications is being recommended.

RECOMMENDED ACTION

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

ITEM: 2021-005
DATE: January 21, 2021
FILE: Budget

Subject: Athletic Flooring Bid

BACKGROUND INFORMATION:

The fitness room floors of Buffalo Grove High School and Elk Grove High School are in need of replacement. The new flooring will be rubber-based, durable, and slip-resistant tiles designed to be exceptionally shock absorbent.

Base Bids 1 and 2 are for athletic flooring at Buffalo Grove High School and Elk Grove High School respectively. Alternates 1 and 2 are for the removal and reinstallation of the athletic equipment currently in the fitness rooms.

ADMINISTRATIVE CONSIDERATIONS:

Bids were received after newspaper advertisement. Additionally, bids were submitted to five vendors.

Funds are available in each school's 2020-21 building funds.

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

The lowest responsible bidder meeting specifications is being recommended.

RECOMMENDED ACTION:

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

ITEM: 2021-006
DATE: January 21, 2021
FILE: Budget

Subject: Weight Room Equipment for Prospect High School - Bid

BACKGROUND INFORMATION

District 214 weight rooms are in place at each high school and at FVEC for athletic training and P.E. classes. Prospect High School has been renovating its weight room in phases since the 2018-19 school year. This equipment is the last purchase needed to fulfill the school's original vision for the room.

As other District schools are considering the purchase of similar equipment, the vendor is asked to hold all prices firm for nine (9) months.

ADMINISTRATIVE CONSIDERATIONS

Bids were received after newspaper advertisement. Additionally, bids were submitted to seven (7) vendors. Funds are available in the school's 2020-21 Board and Student Activity budgets. The lowest responsible bidder meeting specifications is being recommended.

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

*Partial Bid

** Non-Compliant Bid

RECOMMENDED ACTION

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

ITEM: 2021-007
DATE: January 21, 2021
FILE: Field Turf

Subject: Saint Viator Turf Field and Stadium Use Amendment No. 2

BACKGROUND INFORMATION

District 214 and Saint Viator High School entered in to an agreement regarding turf field and stadium enhancements, construction costs and use of the Forest View Educational Center Stadium in December of 2012. An amendment to extend the terms of agreement until June 2020 was executed in January 2017. District 214 and Saint Viator wish to further extend the terms until June 30th, 2021 with a second amendment to the agreement.

ADMINISTRATIVE CONSIDERATIONS

This agreement reflects the use of the District 214 facilities by Saint Viator. District administration and Saint Viator administrators have collaborated on this amendment and a facility use schedule. Both parties will continue to coordinate shared usage with Roosevelt University. Due to the current pandemic, this agreement will terminate on June 30, 2021. Discussions for a lengthier extension will be more productive once numbers of events can be more accurately anticipated and current conditions reverse. Usage will be billed at a set hourly rate.

The School District has determined that its use of the School District Facilities is unnecessary for School District purposes during the time periods that Saint Viator intends to use the School District Facilities. In addition, the constituency of the school district will be more effectively and economically served through this agreement.

RECOMMENDED ACTION

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

AMENDMENT NO. 2 TO THE AGREEMENT REGARDING TURF FIELD AND STADIUM ENHANCEMENT, CONSTRUCTION COSTS, AND USE OF THE FOREST VIEW EDUCATIONAL CENTER STADIUM BETWEEN TOWNSHIP HIGH SCHOOL DISTRICT NO. 214 AND SAINT VIATOR HIGH SCHOOL

In consideration of the promises, covenants, terms, and conditions set forth in this agreement (the “Amendment No. 2”) the Board of Education of Township High School District No. 214, Cook County, Illinois (the “School District”) and Saint Viator High School (“Saint Viator”) hereby agree as follows:

I. Background.

A. The School District and Saint Viator entered into an Agreement Regarding Turf Field and Stadium Enhancement, Construction Costs and Use of the Forest View Educational Center Stadium, dated December 13, 2012 (the “Agreement”).

B. The School District and Saint Viator subsequently entered into a further agreement, dated January 19, 2017 (the “Amendment”), pursuant to Section I of the Agreement, to extend the terms of the Agreement until June 30, 2020.

C. The School District and Saint Viator wish to further extend the terms of the Agreement, in accordance with Section I of the Agreement, on the terms set forth in this Amendment No. 2.

D. The parties have agreed that it is in their collective best interest to amend the terms of the Agreement through this Amendment No. 2, as set forth in Section II below.

II. Amendments. The following terms shall be added to the Agreement (any capitalized terms contained in this Section and not defined in this Amendment No. 2 shall have the meaning ascribed to the term in the Agreement):

A. Term. The parties agree to the extension of the Agreement until June 30, 2021.

B. Rent. Saint Viator shall pay the School District an hourly rate of *One Hundred and Seventy Five Dollars and Zero Cents* (\$175.00) for its actual usage of the Stadium under the Agreement. Saint Viator shall pay such rental fee twice per year to the School District within 45 days after receiving an itemized invoice and supporting back-up documentation from the School District. The School District shall notify Saint Viator of the amounts due by December 31 and June 30 of each year.

C. Limitation on Saint Viator's Use of Certain Facilities. Saint Viator's use of the facilities listed in Section IV of the Agreement shall include the Stadium, the ticket booth, the press box, the concession stand, and the parking lots. In addition, Saint Viator may use the field house and south gymnasium, or equivalent areas, during football games, and, in the event of inclement weather, may use the field house during soccer and lacrosse games.

D. Operational Costs. Saint Viator shall be solely responsible for providing supervision during its use of the Stadium. The School District shall not use School District employees to provide supervision during Saint Viator's use of the Stadium, and Saint Viator shall be liable for any costs incurred by the School District related to the use of School District Employees to provide supervision during its use of the Stadium. Saint Viator shall pay its operational and utility use costs twice per year to the School District within 45 days after receiving an itemized invoice and supporting back-up documentation from the School District. The School District shall notify Saint Viator of the amounts due by December 31 and June 30 of each year.

III. Relationship to the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect. If there is a conflict between the terms of this Amendment No. 2 and the Agreement and/or the Amendment, the terms of this Amendment No. 2 shall control.

IV. **Effective Date.** This Amendment shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representative.

SAINT VIATOR HIGH SCHOOL:

THE SCHOOL DISTRICT:

BOARD OF EDUCATION OF
TOWNSHIP HIGH SCHOOL
DISTRICT NO.214
COOK COUNTY, ILLINOIS

By: _____
President

By: _____
President

ATTEST: _____

ATTEST: _____

Date: _____

Date: _____

Address:

Address:

Saint Viator High School
1213 East Oakton Street
Arlington Heights, Illinois 60004
Attn: President

Board of Education of
Township High School District
No. 214, Cook County
2121 South Goebbert Road
Arlington Heights, Illinois 60005
Attn: Superintendent

ITEM: 2021-008
DATE: January 21, 2021
FILE: Intergovernmental Agreement

Subject: Elk Grove Park District Intergovernmental Agreement

BACKGROUND INFORMATION

District 214 and the Elk Grove Park District have a long-standing reciprocal arrangement regarding facility usage. The Park District has utilized and is utilizing the District 214 Facilities and District 214 has utilized and is utilizing the Park District Facilities. The Board of Education had approved the previous agreement at the November 17, 2016 meeting.

ADMINISTRATIVE CONSIDERATIONS

District 214 administration and Elk Grove Park District administrators have collaborated on an agreement and a use schedule. This agreement reflects the use of the park district's facilities by District 214 and the park district's use of facilities at Elk Grove High School. The agreement will terminate on June 30, 2023, at which time a signed addendum to this Master Agreement can be executed for a three year option to renew and every three years thereafter.

The School District has determined that its use of the School District Facilities is unnecessary for School District purposes during the time periods that the Park District intends to use the School District Facilities and the Park District has determined that its use of the Park District Facilities is unnecessary for Park District purposes during the time periods that the School District intends to use the Park District Facilities. In addition, the other Party's use of a respective facility during the agreed hours would enhance the educational objectives of the School District and the recreation objectives of the Park District.

RECOMMENDED ACTION

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

**MASTER INTERGOVERNMENTAL COOPERATION AGREEMENT
REGARDING RECREATIONAL USE OF FACILITIES
BETWEEN TOWNSHIP HIGH SCHOOL DISTRICT NO. 214 AND
ELK GROVE PARK DISTRICT**

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 Exhibit A – List of School District and Park District Facilities

 Exhibit B – Master Use Schedule

I. Background to Master Facility Use Agreement

A. The Board of Education of Township High School District No. 214, Cook County, Illinois (the “School District”), and the Board of Commissioners of the Elk Grove Park District, Cook County, Illinois (the “Park District”), (the School District and the Park District are at times referred to in this Master Agreement individually as a “Party” or collectively referred to as the “Parties”) have determined that it is in their best interest to enter into this comprehensive master facility use agreement (the “Master Agreement”) that governs the cooperative use of the School District’s and the Park District’s facilities. The School District and the Park District have a well-established history of sharing facilities, which both parties desire to continue. Throughout this Master Agreement the Party that owns or leases a facility and allows the other Party to use the facility is referred to as the “Host Party,” and the Party using a facility it does not own or lease is referred to as the “Guest Party.”

B. The Illinois Constitution and statutes encourage and permit intergovernmental cooperation between units of local government.

C. The School District is the owner of a high school building and surrounding campus, known as Elk Grove High School, which includes the gymnasium, fieldhouse, athletic fields, and theater (the “School District Facilities”).

D. The Park District has utilized and is utilizing the School District Facilities and the School District has utilized and is utilizing the Park District Facilities. The Parties may in the future use additional facilities of the other Party.

E. The School District has determined that its use of the School District Facilities is unnecessary for School District purposes during the time periods that the Park District intends to use the School District Facilities and the Park District has determined that its use of the Park

District Facilities is unnecessary for Park District purposes during the time periods that the School District intends to use the Park District Facilities. In addition, the other Party's use of a respective facility during the agreed hours would enhance the educational objectives of the School District and the recreation objectives of the Park District.

II. General Terms and Conditions Governing the Master Agreement

A. Termination of other Agreements. **With the exception of the Park District Concrete Shed Agreement dated August 24th, 1995**, all other agreements between the School District and the Park District are hereby terminated and this Master Agreement shall govern the Parties' right to use the various facilities described in this Master Agreement. This Master Agreement shall constitute the entire agreement of the parties with respect to the Park District's use of the School District Facilities and the School District's use of the Park District Facilities. This Master Agreement supersedes any and all prior agreements and understandings, whether written or oral, formal, or informal.

B. Term of Master Agreement. This Master Agreement shall be in effect from its Effective Date, as defined in Section IV.Q until June 30, 2023, at which time a signed addendum to this Master Agreement can be executed for a three year option to renew and every three years thereafter.

C. Facilities Subject to the Master Agreement. As of the Effective Date of this Master Agreement, it is anticipated that the Park District will use the School District Facilities described in Section I.C of this Master Agreement and the School District will use the Park District Facilities described in Section I.D of this Master Agreement, all of which are set forth in Exhibit A to this agreement. The Parties, subject to the written agreement of the Superintendent of the School District and the Executive Director of the Park District, and without further approval of their

Boards, may add additional existing facilities to Exhibit A that will then be subject to the terms of this Master Agreement. Any new facilities shall be considered separately from this Agreement and may be added by Amendment hereto or become the subject of a separate agreement.

D. Rent and Payments. Unless otherwise expressly provided, no payments in the nature of rent or payment for services rendered shall be due either party, as the Parties' interests under this agreement are not leasehold interests. Additional cost for non-normal working hour field preparation and maintenance may apply.

E. Termination of Master Agreement or Use of a Facility. Either Party may terminate this Master Agreement, or the use of any individual facility, as a matter of convenience and without cause after providing written notice to the other Party, provided that such termination shall not take effect until July 1 of the School Year after the termination notice is provided and the written termination notice must be provided to the non-terminating Party on or before January 1 prior to the School Year that the termination of use will take effect, unless the Parties agree to a shorter time period in writing. The non-terminating Party is provided ten business days to provide a response to a termination notice, with the response having the same effect as if it was provided to the other Party prior to any established deadline in this agreement.

F. Insurance/Indemnification

1. Insurance. Each party, at its sole cost and expense, shall keep in full force and effect at all times during the term of this Master Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with this Master Agreement. Each party shall provide coverage that is at least as broad as:

- a. Comprehensive general public liability insurance, including contractual liability coverages, and such other types of insurance in such amounts

and with such A-rated companies or through self-insurance risk pools as are reasonably acceptable to the School District and the Park District, but, in any event, no less than \$1,000,000.00 per occurrence and \$10,000,000.00 aggregate and an umbrella policy no less than \$1,000,000.00. Such insurance shall be evidenced by annually providing to the other party copies of the policies and/or certificates of insurance, naming the other party, its Board, Board members, employees, and agents as additional insureds and providing that the insurance may not be modified, terminated, cancelled, or non-renewed without at least 15 days advance written notice by certified mail, return receipt requested, to the other party.

b. Casualty insurance in the amount of the full replacement cost of the Parties' property and betterments (including alterations or additions performed by a Party to its property), which insurance shall include an agreed amount endorsing waiving coinsurance limitations.

c. Each party shall keep and maintain Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for their respective employees. Any employee claim related to this Master Agreement will be the responsibility of the Party employer and the other Party shall have no obligation whatsoever to provide workers' compensation for the other Party's employees.

d. The Park District's participation in a risk management pool that provides coverage in not less than the amounts specified in this Section II.F.1 shall constitute an acceptable substitute for the insurance coverages required herein, provided that the Park District furnishes the School District written evidence of its

participation.

2. Indemnification. The School District and the Park District each agree to mutually indemnify, defend, and hold harmless the other party and their respective Board members, officers, employees, and agents from all claims, causes of action, liability, damages, whether to person (including death) or property, costs (including reasonable attorneys' fees), and losses (collectively "Loss") where and to the extent the Loss arises out of the indemnifying party's acts or omissions, or where and to the extent the Loss arises out of the indemnifying party's failure to perform its material obligations under this Master Agreement.

3. No Waiver of Tort Immunity Defenses. Nothing contained in this Section II.F or in any other provision of this Master Agreement, is intended to constitute nor shall constitute a waiver of the defenses available to either of the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties.

III. Use and Maintenance of Facilities

A. General Use. The School District shall at all times be the sole owner of the School District Facilities and the Park District shall at all times be the sole owner of the Park District Facilities. The Guest Party shall have no right or interest in the Host Party's facilities, except for the right to use the Host Party's facilities as provided for in the Master Use Schedule attached to this Master Agreement as Exhibit B, as amended from time to time. Provided that, the Guest Party shall have the right to use the Host Party facility at any additional time that it is not in use by the Host Party, upon the prior written approval of the Superintendent of the School District, or designee (in the case of a School District Facility), and upon prior written approval of the

Executive Director of the Park District, or designee (in the case of a Park District Facility).

B. Guest Party Use. In consideration of the shared use contemplated in this Master Agreement, the Park District is hereby granted use of the School District Facilities (including ancillary facilities, such as restrooms and parking areas) and the School District is granted use of the Park District Facilities (including ancillary facilities, such as restrooms and parking areas) during the times set forth in the Master Use Schedule. The Guest Party is further granted the reasonable use of the same parking and reasonable modes of ingress and egress to and from the Host Party's Facility as used by the Host Party's constituents for Host Party events at the particular facility during and for a reasonable time before and after the Guest Party's use. In addition, the Guest Party shall have no right to use any other portion of the Host Party's property nor allow any organization or entity that is a separate or independent from the Park District or the School District to use the Host Party's property, except as specified herein.

C. Scheduling Facility Use. Prior to December 31 of each year of this Master Agreement, designated representatives of each Party shall meet to determine if the Master Use Schedule should be amended. Any amendments to the Master Use Schedule shall be subsequently approved by the Superintendent of the School District and the Executive Director of the Park District, or their designees, by January 1 of each year and shall not require further approval by the Boards of either party. If the Parties cannot reach agreement on a Master Use Schedule for a particular facility or facilities, the Party that requested the change to the Master Use Schedule may, subject to providing written notice to the other Party no later than January 1 prior to the School Year that the termination of use will take effect, terminate use of that facility or facilities for the upcoming School Years as set forth in Section II.E of this Master Agreement prior to September 1.

D. Non-Scheduled Use; Changes to Master Use Schedule. In the event that special needs (one time, short term) to utilize a particular facility arise for either the School District or the Park District, either Party may request a modification to the Master Use Schedule by written notice of at least thirty days or such lesser time as shall be agreed to by the Superintendent of the School District and the Executive Director of the Park District, or their designees, and the non-requesting Party shall make its best effort to accommodate the requesting Party's special needs. Absent a written approval by the Superintendent of the School District and the Executive Director of the Park District, or their designees, no temporary change shall be considered approved.

E. Denial of Use. If the Host Party denies the Guest Party access to a particular facility at any time that the Guest Party has the right of access for more than one calendar day during a season in a calendar year or more than two calendar days during a calendar year for reasons other than weather related reasons, agreed rescheduling, emergency repairs, or untenability of the facility ("Unauthorized Denial"), the Guest Party shall have the right to discontinue use of the facility at issue upon 30 days written notice to the Host Party. For purposes of this Section, the applicable seasons shall be the Spring season, which shall run from March 1 to May 31, the Fall season, which shall run from September 1 to November 30, the Summer season, which shall run from June 1 to August 31, and the Winter season, which shall run from December 1 to the last day of February.

F. General Use Provisions.

1. Improvements. The Guest Party shall not modify, alter, or place permanent fixtures or improvements on the Host Party's facility without the prior express written approval of the Host Party.

2. Supervision. Neither Party shall have any responsibility whatsoever for

supervising the other's programs, use of a facility, or supervising the other Party's employees, volunteers, participants, affiliates, and/or agents. Each Party shall be solely responsible, at its own expense, for providing adequate adult supervision at all times in connection with its use of a facility. Neither Party shall be responsible in any way for employment of personnel to implement or supervise the other Party's programs at a facility. Each Party acknowledges and assumes complete responsibility for its staff or volunteers used to supervise its activities hereunder.

3. Representation of Programs. Each Party shall represent its programs as its own programs and at no time shall represent any sponsorship or other involvement by the other Party.

4. Required Waiver. For all programs or activities utilizing the Host Party's facility where the Guest Party requires participants to sign a waiver, release, indemnity, or hold harmless form, the Guest Party shall add the Host Party, its Board members, volunteers, affiliates, agents, and employees as additional beneficiaries under such form.

5. Automated External Defibrillators. The Parties shall comply with the Illinois Physical Fitness Facility Medical Emergency Preparedness Act (210 ILCS 74/1 *et seq.*) and any other applicable laws.

6. Equipment. Each Party shall be responsible for acquiring and maintaining their own equipment and no Guest Party equipment or property shall be stored at the Host Party's facility without the prior express written consent of the Host Party.

7. Conduct. The Guest Party shall conduct its use of the Host Party's facility in such a manner as to minimize disturbances to the surrounding neighborhoods including, but not limited to, removal of litter after the event, adherence to parking requirements and

restrictions, adherence to the closing time or schedule for the facility, and other restrictions set forth in municipal ordinances.

8. Suspension of Use. In the event of an emergency, safety issue, inclement weather, excessive wear or damage to a facility, failure to maintain insurance, or any other condition that constitutes an imminent substantial threat to the health or safety of the School District's students, employees, the Park District's program participants, employees, volunteers, or any other users of a facility, as determined by the Host Party in its sole reasonable discretion, the Superintendent of the School District or the Executive Director of the Park District, or designees as applicable, upon written notice to the Guest Party, or oral telephonic notice if an emergency, may immediately suspend the Guest Party's activities hereunder until such condition has been remedied. Said notice shall specify the condition that constitutes the threat. In the event of such suspension, the Host Party shall immediately commence any and all action necessary to remediate the condition giving rise to the threat. The Host Party will have final decision making authority as to when the Host Party's facilities are usable.

9. Untenantability/Force Majeure. In the event a Host Party's facility is damaged and rendered untenable by fire or other casualty or Acts of God (including flood, earthquake, tornado, storm, or other natural or man-made disaster or hazard beyond the Party's control such as war, crimes, hostilities, rebellion, or mob action during the term of this Master Agreement, the Host Party shall work in good faith to restore the Host Party's facility. If the use of any facility is terminated pursuant to this Section, the Parties shall renegotiate the available facilities as outlined in this Master Agreement to the advantage of the Guest Party.

G. Maintenance Responsibilities.

1. Maintenance and Custodial Responsibilities. The School District shall provide at its sole cost and expense all maintenance and custodial services to the School District Facilities necessary for the Park District's scheduled use and the Park District shall provide at its sole cost and expense, all maintenance and custodial services to the Park District Facilities, necessary for the School District's scheduled use as long as those maintenance and custodial services can be fulfilled during normal facility operating hours. No other fees for custodial, maintenance, or capital repair and replacement shall be charged to the Guest Party, except as provided in this Master Agreement.

2. Mutual Responsibilities. At the close of each instance of use, each party shall leave the utilized facility in substantially the same condition as at the outset of each instance of use, ordinary wear and tear excepted. Should either Party fail to meet this standard and as a result the other Party incurs additional custodial or maintenance costs, the Party materially failing to meet the standard shall promptly reimburse the other Party for the reasonable additional custodial or maintenance costs incurred in returning the utilized facility to substantially the same condition. In the event of damage to a facility or other property occurring as a direct result of the Guest Party use of a facility, the Host Party shall promptly, but no longer than within seven days after the Host Party becomes aware of the Guest Party's potential involvement in the damage or maintenance claim, notify the Guest Party ("Notice of Damage Claim"), identifying the alleged property damage and the date and time of the alleged occurrence, the Guest Party event during which the alleged damage occurred, the person(s) alleged to have caused the damage if known, and the cost or estimated cost of repair or replacement. Within 30 days after receipt of the Notice of

Damage Claim, the Parties shall meet and review all relevant information related to the claim, including but not limited to any and all written estimates to repair or replace the damaged property. If the Guest Party agrees: (i) that the damage occurred as a result of use by its employees, volunteers, participants, affiliates, or agents; and (ii) with the costs estimated or paid for the repairs or replacements, it shall pay or reimburse the Host Party within 45 days after the meeting to review the claim. If the Parties do not agree on the cause of the damage or the cost to repair the damage, the Host Party shall have the right to pursue its remedies pursuant to this Master Agreement.

IV. Miscellaneous Provisions.

A. No Assignment. No party may assign any rights or duties under this Master Agreement without the prior express written consent of the other party.

B. Successors. This Master Agreement shall be binding upon the successors of the parties' respective governing boards.

C. Relationship of the Parties; No Third Party Beneficiaries. Nothing contained in or done pursuant to this Master Agreement shall be construed as creating a partnership, agency, joint employer, or joint venture relationship between the School District and the Park District. Notwithstanding any provision herein to the contrary, this Master Agreement is entered into solely for the benefit of the Parties, and nothing in this Master Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Master Agreement or to acknowledge, establish, or impose any legal duty to any third party. No claim as a third party beneficiary under this Master Agreement by any person, firm, or corporation shall be made or be valid against the School District and/or the Park District.

D. Default and Termination. In the event that one party believes the other to be in

material default under this Master Agreement regarding the use of a particular facility, the non-defaulting party, acting through its chief administrator, shall notify the defaulting party in writing and allow the defaulting party 30 days from the date of receipt of notice to cure the default, or if the default cannot be cured within 30 days, then the defaulting party shall have such reasonable time that is necessary to cure the default not to exceed 90 days. If the default is not then cured, the non-defaulting party may immediately terminate the use of the facility subject to the default. In addition, the non-defaulting party shall be entitled to pursue any and all legal and equitable remedies.

E. Notices. Any notice or communication permitted or required under this Master Agreement shall be in writing and shall become effective on the day of receipt thereof by first class mail, registered or certified mail, postage prepaid, or by a national overnight courier, addressed:

<p>If to the School District, to: Township High School District No 214 2121 S Goebbert Rd Arlington Heights, IL 60005 Attn: Associate Superintendent for Finance & Operations</p>	<p>If to the Park District, to: Elk Grove Park District 499 Biesterfield Road Elk Grove Village, IL 60007 Attn: Executive Director</p>
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F. Amendments. This Master Agreement may not be amended except by means of a written document signed by an authorized representative of both of the parties.

G. Compliance with Law. The Parties shall comply with all applicable local, county, State, and federal laws and regulations that are in effect upon execution of this Master Agreement.

H. Authority to Execute. The parties warrant and represent that the persons executing this Master Agreement on their behalf have been properly authorized to do so.

I. Calendar Days and Time. Unless otherwise provided in this Master Agreement, any reference in this Master Agreement to “day” or “days” shall mean calendar days and not

business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Master Agreement falls on a Saturday, Sunday, Federal, State, or School District holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, Federal, State, or School District holiday. For purposes of this Master Agreement, the School District's summer break shall not constitute a "School District holiday."

J. Governing Law. This Master Agreement shall be governed and construed in accordance with the laws of the State of Illinois. Any legal or equitable actions relating to this Master Agreement shall be brought in Cook County, Illinois.

K. No Waiver. The failure of either Party to insist upon the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this Master Agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

L. Provisions Severable. If any term, covenant, condition, or provision of this Master Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

M. Exhibits. Exhibits A and B are incorporated into and made part of this Agreement.

N. Captions. The captions at the beginning of the several paragraphs, respectively, are for convenience in locating the contents, but are not part of the context.

O. Counterparts. This Master Agreement may be executed in any number of counterparts, each of which shall constitute an original, but altogether shall constitute one and the same Master Agreement.

P. Effective Date. This Master Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

BOARD OF COMMISSIONERS
ELK GROVE PARK DISTRICT
Cook County, Illinois

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

By: _____
President

By: _____
President

Attest: _____
Secretary

Attest: _____
Secretary

Dated: _____

Dated: _____

Exhibit A
List of School District and Park District Facilities

School District Facilities

1. Elk Grove High School Gymnasium
2. Elk Grove High School Fieldhouse
3. Elk Grove High School Natural Grass Athletic Fields
4. Elk Grove High School Theater

Park District Facilities

1. Elk Grove Park District Natural Grass Athletic Fields
2. Jack A. Claes Pavilion Gymnasiums
3. Al Hattendorf Gymnasiums
4. Audubon Skate Park
5. Elk Grove Park District Tennis Courts

Exhibit B
Master Use Schedule

ITEM: 2021-009
DATE: January 21, 2021
FILE: Resolutions

SUBJECT: Resolution Authorizing Commencement of Vaping Litigation

BACKGROUND

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

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

ADMINISTRATIVE CONSIDERATION

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

RECOMMENDATION

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

RESOLUTION AUTHORIZING COMMENCEMENT OF VAPING LITIGATION

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

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

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

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

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

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

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

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

YES: _____

NO: _____

ABSENT: _____

ABSTAIN: _____

President, Board of Education

Attest:

Secretary, Board of Education

EXHIBIT A

[attach copy of Attorney Client Fee Contract]

ATTORNEY-CLIENT FEE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

District, the District shall not pay any attorney fee.

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

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

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

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

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

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

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

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

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

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

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

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

opinion only.

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

by District and Attorneys.

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

The above is approved and agreed upon by all parties.

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

FRANTZ LAW GROUP, APLC

By: _____
 President

 Authorized Signatory

Attest: _____
 Secretary

Date: _____

Date: _____