



# Board of Education Special Meeting April 27, 2020

## VIRTUAL MEETING INFORMATION

Due to the Covid-19 pandemic, District 64 is continuing to conduct Board of Education meetings online through Zoom.

You can connect as an attendee through Zoom via a computer, mobile device, or phone, and you will be able to listen and view the meeting.

While public attendees will be muted, they have the opportunity to email comments which will be read aloud by a Board member during the public comments section of the meeting.

Attendees can also click on “Raise Hand” and wait to be called upon during Public Comment. Attendees will have 3 minutes to share.

**Please email public comments to:**

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

**before (non-agenda items) and during (agenda items) of the online Board meeting.**

### Attendee Options to Connect:

- Please click this [link](#) to join the webinar through computer or mobile device.  
Password: 6D8fCY
- iPhone one-tap: +13126266799,,92981545311#,,#469013# US (Chicago)
- Telephone: 312 626 6799 US (Chicago)  
and dial when prompted –  
Meeting ID: 929 8154 5311  
Password: 469013

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### **Notes for online Board of Education meetings through Zoom:**

- Attendees will be muted by default when calling or logging in to the Zoom meeting. The meeting will be in “listen only” mode.
- During the Public Comment portions, attendees have two options to participate:
  - Attendees can send an email to [d64-publiccomments@d64board.org](mailto:d64-publiccomments@d64board.org) and the Administrative Assistant to the Superintendent will read the emails at the appropriate time.
  - Attendees can click on “Raise Hand” and wait to be called upon during Public Comment. Attendees will have 3 minutes to share.
- The District will make every effort to post recorded online Board meetings afterwards.

Inspire every child to



## Meeting of the Board of Education Park Ridge – Niles School District 64

Special Board Meeting Agenda  
Monday, April 27, 2020

VIRTUAL MEETING

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

**6:30 p.m. Meeting of the Board Convenes**

- Roll Call

**Board Recesses and Adjourns to Closed Meeting**

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

**Pledge of Allegiance**

**Opening Remarks from President of the Board**

**Public Comments**

**A-1 Approval of Meeting Agenda**

--Board President

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

**A-2 Appointment of Field Elementary School Principal**

--Superintendent

**Action Item 20-04-10**

**A-3 Appointment of Emerson Middle School Associate Principal**

--Superintendent

**Action Item 20-04-11**

- A-4 Discussion and Approval of Amendments to Transportation Services Agreement**  
--Chief School Business Official
- Third Amendment to Regular Transportation Services Agreement **Action Item 20-04-12**
  - First Amendment to Special Education Transportation Services Agreement **Action Item 20-04-13**
  - Second Amendment to Special Education Transportation Services Agreement **Action Item 20-04-14**

- A-5 Approval of Recommended Personnel Report**  
--Board President **Action Item 20-04-15**

- A-6 Discussion and Approval of Program Proposal for Expanding the Continuum of Services**  
--Director of Student Services **Action Item 20-04-16**

- A-7 New Business**

**Adjournment**

Next Meeting: **Monday, May 18, 2020**  
Regular Meeting - 7:00 p.m.  
**Virtual Meeting**

In accordance with the Americans with Disabilities Act (ADA), the Board of Education of Community Consolidated School District 64 Park Ridge-Niles will provide access to public meetings to persons with disabilities who request special accommodations. Any persons requiring special accommodations should contact the Director of Facility Management at (847) 318-4313 to arrange assistance or obtain information on accessibility. It is recommended that you contact the District, 3 business days prior to a school board meeting so we can make every effort to accommodate you or provide for any special needs.

Approval of Meeting Agenda

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

Approval of Field Elementary School Principal

ACTION ITEM 20-04-10

I move that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the appointment of Courtney Goodman as Field Elementary School Principal effective July 1, 2020 based on the recommendation of the Superintendent and not upon the Board’s direct knowledge regarding the individual selected for appointment.

The votes were cast as follows:

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

AYES:

NAYS:

PRESENT:

ABSENT:

Approval of Emerson Middle School Associate Principal

ACTION ITEM 20-04-11

I move that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the appointment of Tessa Aiossa as Emerson Middle School Associate Principal effective July 1, 2020 based on the recommendation of the Superintendent and not upon the Board’s direct knowledge regarding the individual selected for appointment.

The votes were cast as follows:

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

AYES:

NAYS:

PRESENT:

ABSENT:

To: Board of Education  
Dr. Eric Olson Superintendent

From: Luann Kolstad, Chief School Business Official

Date: April 27, 2020

Re: Approval of Third Amendment to Regular Transportation Services Contract - AI 20-04-12  
Approval of the First Amendment to Special Education Transportation  
Services Contract - AI 20-04-13  
**COVID-19 Approvals:**  
Approval of Second Amendment to Special Education Transportation  
Services Contract - AI 20-04-14

Tonight the Board of Education is being asked to approve amendments to both the special education and regular education transportation contracts to extend the services thereunder through the 2020-21 school year. Additionally, by separate amendment, the Board of Education is being asked to amend the special education transportation agreement to cover the COVID-19 Pandemic impact on these transportation services. Attached to this report are the three amendments and an opinion letter from James Levi of Hodges, Loizzi, Eisenhammer, Rodick & Kohn, the District's law firm of record (Attachment 1), opining that the Board has no obligation to make payments to the transportation vendor unless services are provided.

**Regular Transportation - Action Item 20-04-12**

This is the third amendment to our regular education transportation contract with Lakeview. The first amendment extended regular education transportation services through the 2018-19 school year and provided an option to extend the agreement through the 2019-20 school year, which the Board exercised. The amendment presented to the Board tonight will extend regular education transportation services through the 2020-21 school year. If the quality of services remains the same and no other transportation company asks the Board to go out to bid, the administration will bring an amendment to the Board again in the spring of 2021 requesting another year extension, provided the economic terms are acceptable. The law allows the District to continue to extend the contract on a year-to-year basis as long as no other company asks the Board to rebid transportation services.

Given the difficulties bus companies are experiencing in hiring drivers and the significant cost increases school districts are seeing when transportation services are rebid, the administration recommends that the Board approve the third amendment to the contract issued in 2014 to Lakeview Bus Lines, Inc (Attachment 2) for regular education transportation. This will extend our agreement through the 2020-21 school year. Under the proposed amendment the 2020-21 rates will remain the same as 2019-20 rates.

**Special Education Transportation - Action Item 20-04-13**

Based on the administration’s previous recommendation, the Board approved a three-year special education transportation contract with Lakeview Bus Lines, Inc. The contract will expire at the end of the 2019-20 school year. Lakeview has exceeded the District’s expectations with their hands-on approach to special education transportation. The administration recommends that the Board approve a one-year amendment to the current special education transportation contract (Amendment 3) with Lakeview. The percentage increase will be 1.40% over the 2019-20 rates. Like the regular transportation contract, assuming that the Board does not receive a request to rebid these services and the parties are able to reach agreement on a the fees, the administration anticipates bringing another one year amendment to this contract in the spring of 2021.

**COVID-19 Approvals:**

**Special Education Transportation - Action item 20-04-14**

The Illinois State Board of Education (ISBE) and the Governor of Illinois, Governor Pritzker, has requested that school districts continue to pay their transportation vendors so that such services are in place and ready to commence when students are allowed to return to school. It has been recommended that the individual districts negotiate with their transportation service providers.

The administration has reworked its prior recommendation to continue to pay Lakeside at 50% of the fees it would have earned had it provided services during the school closure to accommodate the Board’s concerns. In this regard, given the small reimbursement the District receives from ISBE for regular transportation expenses, the administration is no longer seeking an amendment to the regular education transportation agreement to cover COVID-19 losses for Lakeside.

In an attempt to remain revenue neutral in terms of the costs to the District for a COVID-19 amendment and the costs associated to the District for transportation as a whole, the administration recommends that the Board approve an amendment to the special education transportation agreement at the rate of 50% of the costs that the Board would have incurred for the final 54 days of school year (March 16, 2020 to June 9, 2020), which were lost due to the COVID-19 pandemic, the costs of which will be offset by Lakeview’s agreement to extend the regular transportation contract for the 2020-21 school year with no rate increase to the Board and to reduce its increase to the special education transportation contract from 3.75% for the 2020-21 school year to 1.40%. With the reduced increases in the 2020-21 transportation fees and the special education reimbursement rates provided by ISBE, the District will be revenue neutral under this scenario, as detailed below.

In terms of special education transportation, the District receives between 65% - 70% reimbursement from ISBE for the costs to transport special education students to both in district schools and out of district placements. The calculation below shows the total cost of \$589,840 for special education transportation for the final 54 school days (March 16, 2020 to June 9, 2020). The second column shows a 50% reduction of this amount, which results in a cost of \$294,920 to the District under the proposed COVID-19 amendment. The next line shows the anticipated reimbursement from ISBE. Based on a 65.16%



reimbursement rate (lowest rate we have received over the last few years) we anticipate a reimbursement of \$192,170 from ISBE for the special education transportation fees paid under the COVID-19 amendment. After considering the reimbursement in relation to the COVID-19 payment, the net cost to the Board for the COVID-19 amendment is \$102,750.

To recover the \$102,750 the Board is expending under the COVID-19 amendment, Lakeview has agreed to no increase in rates for the regular transportation services in the 2020-21 school year. Further, Lakeview has also agreed to reduce its requested increase for the special education services in 2020-21 from 3.75% to 1.40%. Both of these adjustments will result in an aggregate savings of \$103,013 for the Board during the 2020-21 school year. Thus, as set forth in the chart below, under this arrangement, the Board is revenue neutral.

	100% of Cost	50% of Cost
Special Education Transportation Cost for 54 days	\$ 589,840	\$ 294,920
Anticipated ISBE Reimbursement (65.16%)		\$ (192,170)
Total Cost to District for 54 days		\$ 102,750
No Inc. in Regular and 1.40% Inc. in SPED		\$ (103,013)
Actual Cost to District after ISBE Reimbursement and change in percentage increase for 2020-21		\$ (263)

James Levi from Hodges and Loizzi will be in attendance remotely at the Board meeting to answer any Board member questions regarding this request.

**ACTION ITEM 20-04-12**

I move that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the Third Amendment to the Regular Education Transportation Services Contract to Lakeview Bus Lines, Inc. with no increase in the 2019-20 rates for regular transportation.

The votes were cast as follows:

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

AYES:

NAYS:

PRESENT:

ABSENT:

**ACTION ITEM 20-04-13**

I move that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the First Amendment to the Special Education Transportation Services Contract to Lakeview Bus Lines, Inc. at a 1.40% increase in the current rates for special education transportation.

The votes were cast as follows:

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

AYES:

NAYS:

PRESENT:

ABSENT:

**ACTION ITEM 20-04-14**

I move that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the COVID-19 related Second Amendment to the Special Education Transportation Services Contract with Lakeview Bus Lines, Inc. for the period of March 16, 2020 to June 9, 2020 as presented.

The votes were cast as follows:

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

AYES:

NAYS:

PRESENT:

ABSENT:

April 10, 2020

***Via Electronic Mail***

Luann Kolstad, Chief School Business Official  
Park Ridge-Niles Community Consolidated School District No. 64  
164 South Prospect Avenue  
Park Ridge, Illinois 60068  
lkolstad@d64.org

**Re: Compensation for Transportation and Food Services Agreements**

Luann:

Pursuant to your request, this letter addresses whether the Board of Education of Park Ridge-Niles Community Consolidated School District No. 64 (“Board”) is obligated to continue to make payments to Lakeview Bus Lines, Inc. (“Lakeview”) and Quest Food Management Services (“Quest”) under their existing contracts with the Board if neither vendor provides services during the COVID-19 school closure. In this regard, we have reviewed the Lakeview Agreement for special education transportation services dated July 1, 2017, the Lakeview Agreement for regular education transportation services dated July 1, 2014, as amended, and the Quest Agreement for food and beverage services date April 24, 2017. Based upon our review of the aforementioned agreements it is our opinion that the Board has no obligation to compensate either Lakeview or Quest under their respective agreements for services that have not been provided.

Sincerely,

HODGES, LOIZZI, EISENHAMMER,  
RODICK & KOHN LLP



James S. Levi

**THIRD AMENDMENT TO  
REGULAR EDUCATION TRANSPORTATION  
SERVICES CONTRACT**

**THIS AMENDMENT** entered into as of the 27<sup>th</sup> day of April, 2020 is made by and between the Board of Education of Park Ridge-Niles Community Consolidated School District No. 64, Cook County, Illinois, (“Board”) and Lakeview Bus Lines, Inc., (“Contractor”) (collectively referred hereto as “the Parties”).

**WITNESSETH**

**WHEREAS**, the Parties entered into that certain Transportation Services Contract, effective July 1, 2014, (“Agreement”), for regular and summer school student transportation services; and

**WHEREAS**, on April 24, 2017, the Parties entered into an Amendment to the Agreement, extending the term thereof through June 30, 2017 and with the Board having accepted the option to extend the Agreement for an additional year (July 1, 2019 through June 30, 2020) ; and

**WHEREAS**, the Parties desire to further extend the term of the Agreement.

**NOW, THEREFORE**, for good and valuable consideration the receipt of which is acknowledged by the Parties, it is mutually agreed to as follows:

- 1. Term.** The term of the Agreement is hereby extended for one (1) additional year commencing July 1, 2020, and continuing through June 30, 2021.
- 2. Compensation.** The rates for the services provided hereunder shall not increase over the rates for the 2019-20 contract year.
- 3. Conflict of Terms.** Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. To the extent any of the terms and conditions of the original Agreement conflict with the terms and conditions of this Amendment, the terms and conditions contained herein shall control.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, this Amendment has been signed on behalf of the Parties hereto by persons duly authorized on the day and year first written above.

**BOARD OF EDUCATION OF  
PARK RIDGE-NILES COMMUNITY  
CONSOLIDATED SCHOOL DISTRICT  
NO. 64, COOK COUNTY,  
ILLINOIS**

**LAKEVIEW BUS LINES, INC.**

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

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

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

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

**ATTEST:**

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

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

493456\_1

**FIRST AMENDMENT TO  
SPECIAL EDUCATION TRANSPORTATION  
SERVICES CONTRACT**

**THIS AMENDMENT** entered into as of the 27th day of April, 2020 is made by and between the Board of Education of Park Ridge-Niles Community Consolidated School District No. 64, Cook County, Illinois, (“Board”) and Lakeview Bus Lines, Inc., (“Contractor”) (collectively referred hereto as “the Parties”).

**WITNESSETH**

**WHEREAS**, the Parties entered into that certain Transportation Services Contract, effective July 1, 2017, (“Agreement”), for special education school year and extended school year student transportation services; and

**WHEREAS**, the Parties desire to further extend the term of the Agreement.

**NOW, THEREFORE**, for good and valuable consideration the receipt of which is acknowledged by the Parties, it is mutually agreed to as follows:

- 1. Term.** The term of the Agreement is hereby extended for one (1) additional year commencing July 1, 2020, and continuing through June 30, 2021.
- 2. Compensation.** The rates for the services provided hereunder shall increase in the amount of 1.40% over the rates for the 2019-20 contract year.
- 3. Conflict of Terms.** Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. To the extent any of the terms and conditions of the original Agreement conflict with the terms and conditions of this Amendment, the terms and conditions contained herein shall control.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, this Amendment has been signed on behalf of the Parties hereto by persons duly authorized on the day and year first written above.

**BOARD OF EDUCATION OF  
PARK RIDGE-NILES COMMUNITY  
CONSOLIDATED SCHOOL DISTRICT  
NO. 64, COOK COUNTY,  
ILLINOIS**

**LAKEVIEW BUS LINES, INC.**

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

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

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

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

**ATTEST:**

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

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

493456\_1

**SECOND AMENDMENT TO SPECIAL EDUCATION  
TRANSPORTATION SERVICES CONTRACT**

**THIS AMENDMENT** is entered into this 27<sup>th</sup> day of April, 2020, by and between the Board of Education of Park Ridge-Niles Community Consolidated School District No. 64, Cook County, Illinois, (“Board”) and Lakeview Bus Lines, Inc. (“Contractor”) (collectively referred hereto as the “Parties”).

**WITNESSETH**

**WHEREAS**, the Parties entered into that certain Special Education Transportation Services Contract, effective July 1, 2017, as amended (“Agreement”), under which the Contractor will provide special education transportation services to the Board through the 2020-2021 school year; and

**WHEREAS**, the Agreement only requires the Board to pay for services provided; and

**WHEREAS**, on March 13, 2020, Governor Pritzker’s Executive Order 5 ordered the closure of all public and private schools in Illinois serving pre-kindergarten through 12<sup>th</sup> grade students from March 17, 2020, through March 30, 2020, due to the COVID-19 pandemic (“Pandemic”); and

**WHEREAS**, on March 20, 2020, Governor Pritzker’s Executive Order 10 ordered all individuals currently living within the State of Illinois to stay at home or at their place of residence and further extended the mandated statewide suspension of in-person instruction through April 7, 2020; and

**WHEREAS**, on April 1, 2020, Governor Pritzker’s Executive Order 16 further extended the mandated shelter-in-place order and the statewide suspension of in-person instruction through April 30, 2020; and

**WHEREAS**, on April 17, 2020, Governor Pritzker’s announced the closure of all public and private schools in Illinois serving pre-kindergarten through 12<sup>th</sup> grade students for the remainder of the 2019-2020 school year; and

**WHEREAS**, Contractor represents and warrants to the Board that it has not fired, furloughed, reduced work hours or otherwise reduced the salaries and benefits of the Contractor’s staff that provided services to the Board since before the mandated school shutdown; and

**WHEREAS**, the Parties desire to amend the Agreement to allow for the continued payment of the salaries and benefits of the Contractor’s employees during the school closure to ensure when the school closure order is lifted the Contractor will be ready, willing and able to commence transportation services to the Board; and

**WHEREAS**, the Illinois State Board of Education has advised that school districts may amend contracts with existing bus vendors to continue to provide payments to said vendors to



ensure that they are ready, willing and able to commence transportation services upon the lifting of the order closing Illinois schools.

**NOW, THEREFORE,** in consideration of the terms and conditions herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Compensation.** From March 16, 2020, until the earlier of: (i) the lifting of the Governor's Order closing public schools; (ii) the end of the regularly scheduled 2019-2020 school year; or (iii) the termination of this Amendment by the Board, the Board shall continue to pay the Contractor at a rate of 50% of the fees that the Contractor would have earned for transporting special education students to and from school on regularly scheduled school days had school continued to be in session during the Statewide school ordered closure. The payments made by the Board hereunder shall only be utilized by the Contractor to pay employee salaries and benefits and for no other purposes whatsoever.

2. **Continued Employment and Resumption of Services.** In exchange for the payments made under Paragraph 1 of this Amendment, the Contractor will continue to employ all bus drivers, aides and other personnel necessary to operate the buses that would otherwise be servicing the Board. Upon the lifting of the Governor's Order closing public schools, the Contractor shall resume its services to the Board in accordance with the Agreement.

3. **Invoices and Monthly Payment Reports.** The Contractor shall invoice the Board monthly for the compensation to be paid hereunder and such invoices shall detail the total amount due and the method utilized by the Contractor in calculating such amount. All invoices of the Contractor shall be accompanied by a certified payroll evidencing the amounts paid by the Contractor to its employees for the period covered by the submitted invoice. All invoices submitted by the Contractor shall be paid by the Board in accordance with the *Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)*. If the amounts paid by the Board under this Amendment exceed the amounts actually paid by the Contractor to the employees identified in Paragraph 2 above, the Contractor shall promptly refund the difference to the Board.

4. **Representations and Warranties.** Contractor represents and warrants that it has not received any insurance proceeds (e.g. business interruption insurance), grant funding, State or Federal aid or any other funds to be utilized by Contractor as a result of the Pandemic. It being understood by Contractor that the payments provided hereunder are to ensure the continued employment of the employees identified in Paragraph 2 and that such payments are not a subsidy or any other form aid. If, at any time, whether during the Pandemic school closures or thereafter, Contractor, or any subsidiary or parent corporation thereof, receives funding from another source for reimbursement of the expenses paid with the funds provided by the Board hereunder, including tax credits, Contractor shall promptly inform the Board of such in writing and shall reimburse the Board either in full, if the amount of such funding received by Contractor allows, or on a prorated basis. Moreover, if Contractor's receipt of Aid (defined in Paragraph 5 below) and or payments from other clients for services not provided exceeds the total costs and expenses incurred by Contractor during the period of this Amendment (specifically excluding profit of any kind) (the "Excess Revenue"), the Board shall be entitled to a refund in the amount of the lesser of the Excess

Revenue or the amount of fees paid by the Board hereunder. However, in the event that Contractor has agreed to return the Excess Revenue to other clients in addition to the Board, then the Board shall be entitled to a proportionate refund of its fees paid hereunder in relation to the payments made by Contractor's other clients that are entitled to a refund; provided that such refund to the Board shall not exceed the amount of fees paid by the Board hereunder. If the Contractor fails to notify the Board of the receipt of any Aid, the Contractor shall, in addition to being liable to the Board for the appropriate refund, shall also be liable for interest, at the rate of 1% per month, on all such amounts due and owing the Board.

5. **Mitigation of Damages.** Both during the school closure and thereafter, the Contractor shall use its best efforts to mitigate the financial impact of the school closure on its operations by: (i) pursuing any available insurance coverage to the Contractor; (ii) pursuing any available benefits, payments, subsidies, tax credits and Federal and State aid that are now or may be available later to the Contractor as a result of the Pandemic; and (iii) pursuing any and all other commercially reasonable actions to mitigate the financial impact of the school closure on the Contractor due to the Pandemic (collectively, the "Aid").

5. **Audit Rights.** During the term of this Amendment, and for ten years thereafter, the Board shall have the right to inspect and copy Contractor's accounting records, books, communications, data and other related documents to confirm that Contractor has complied with the terms and conditions of this Amendment. Any audit performed by the Board shall be done at its expense; however, if such audit reveals that Contractor failed to materially comply with the terms and conditions of this Amendment, the Board shall, in addition to any other remedies available to it under the Agreement, this Amendment, at law or in equity, be entitled to recover all of the costs and expenses incurred by the Board in performing such audit.

6. **Termination.** The Board may terminate this Amendment with or without cause at any time upon written notice to Contractor.

7. **Bankruptcy.** This Amendment shall terminate, without notice, (i) upon the institution by or against the Contractor of insolvency, receivership or bankruptcy proceedings or any other proceeding for the settlement of debts, (ii) upon Contractor's assignment for the benefit of creditors, or (iii) upon Contractor's dissolution for cessation of doing business.

8. **Incorporation of Preambles.** The preambles are hereby incorporated into and made a part of this Amendment.

9. **Existing Agreement.** It is the intent of the Parties that this Amendment shall control over the Agreement so long as it is in effect. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

10. **Third-Party Beneficiaries.** This Amendment is solely for the benefit of the signatories hereto and may not be relied upon by any third-party. Furthermore, no third-party may bring any action to enforce the terms and conditions of this Amendment.

11. **Attorneys' Fees.** In the event that the Board brings an action to enforce the terms and conditions of this Amendment, it shall be entitled to recover from the Contractor all fees, costs and expenses of any kind and nature whatsoever, related to such action.

12. **Assignment.** This Amendment may not be assigned or otherwise sold or transferred without the prior written consent of the Board, which it may withhold in its sole and absolute discretion.

**IN WITNESS WHEREOF,** the Parties have executed this Amendment on the dates indicated below.

**BOARD:**

**CONTRACTOR:**

**BOARD OF EDUCATION OF  
PARK RIDGE-NILES COMMUNITY  
CONSOLIDATED SCHOOL DISTRICT NO. 64,  
COOK COUNTY, ILLINOIS**

**LAKEVIEW BUS LINES, INC.**

By: \_\_\_\_\_  
Its: Board President  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST:**

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

Approval of Recommended Personnel Report

ACTION ITEM 20-04-15

I move that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the Personnel Report for April 27, 2020, noting that the Personnel Report is based on the recommendation of the Superintendent and not upon the Board’s direct knowledge regarding any of the specific individuals selected for employment.

The votes were cast as follows:

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

AYES:

NAYS:

PRESENT:

ABSENT:

April 27, 2020  
Personnel Report

Tessa Aiossa	Employ as Associate Principal at Emerson Middle School effective July 1, 2020 - \$90,000. Employment with the District is contingent on the results of the criminal history background check. If the results reveal convictions for crimes other than a misdemeanor, such conviction shall be a valid cause to terminate this agreement immediately.
Courtney Goodman	Employ as Principal at Field Elementary School effective July 1, 2020 - \$130,000. Employment with the District is contingent on the results of the criminal history background check. If the results reveal convictions for crimes other than a misdemeanor, such conviction shall be a valid cause to terminate this agreement immediately.
Bianca Scroggins	Resign as Kindergarten Teacher at Franklin School effective June 10, 2020.
Diane Kucharski	Retire as EL Teacher at Franklin School and Washington School effective June 10, 2020.

To: Board of Education  
Dr. Eric Olson, Superintendent  
From: Dr. Lea Anne Frost, Director of Student Services  
Date: April 20, 2020  
Re: Discussion and Approval of the Program Proposal for Expanding the Continuum of Services

Our presentation tonight is a continuation of the discussion from the April 20, 2020 regular Board meeting related to the program proposal to expand the continuum of services. Updated information from the [feedback form](#) associated with the [iMovie](#) will be shared. Additionally, any questions will be addressed before the Board votes on the approval of the program.

ACTION ITEM 20-04-16

I move that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the proposed program for expanding the continuum of services, as presented at the April 20, 2020 regular Board meeting.

The votes were cast as follows:

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

AYES:

NAYS:

PRESENT:

ABSENT:

04/27/20