

LISLE COMMUNITY UNIT SCHOOL DISTRICT 202
LISLE SENIOR HIGH SCHOOL/JUNIOR HIGH SCHOOL
5211 CENTER AVENUE
Board of Education Meeting
February 24, 2020
7:30 PM

1. Call to Order and Roll Call - 7:30 pm
2. Pledge of Allegiance
3. Reading of Mission Statement
4. Public Comment
5. **ACTION ITEMS**
 - A. Consent Agenda:
 - (1) Board Meeting Minutes
 - (2) Payroll Pay Orders
 - (3) Vendor Pay Orders
 - (4) Personnel
 - a. Expansion of Social Work and Psychological Services for Students
 - b. Groundskeeper Job Description and Position
 - (5) Student Fees for 2020-2021 School Year
 - (6) Lisle Community Unit School District 202 403(b) Retirement Plan Amendments
 - (7) High School Alternative Program for Students
 - (8) Second Amendment to Purchase and Sale Agreement for Tate Woods School
6. **FINANCIAL INFORMATION** - The Board Acknowledges Receipt of the following Reports
 - A. Financial Report
 - B. Treasurer Report
7. **DISCUSSION ITEMS**
 - A. Review Board Norms and Goals
 - B. Facility Master Plan Update - Junior High School
 - C. Freedom of Information Request(s)
 - D. Superintendent's Report
 - E. Annual Review of Policy 6:140 and Policy 7:140
8. **COMMITTEE REPORTS**
 - A. Educational Equity & Excellence (E3) - Did not meet
 - B. Facility Master Planning - Did not meet
 - C. Finance - See Finance Agenda
 - D. Policy - Did not meet
9. **BOARD REPRESENTATIVE REPORTS**
 - A. Eyes to the Skies
 - B. Home and School Organization - Did not meet
 - C. IASB Delegate to Board
 - D. Intergovernmental - Did not meet
 - E. LEND - Did not meet
 - F. Lisle Education Foundation
 - G. SASSED
10. Agenda Topics for Future Board Meetings
11. Adjourn to Closed Session for the Purpose of Discussing Pending Litigation
12. Return to Open Session
13. Adjournment



Mission Statement

Lisle District 202 is committed to providing our learning community with the essential education, skills, and experiences for future success.

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO CONTRACT FOR SALE (this “**First Amendment**”) is made this 20th day of May, 2019, by and between Board of Education of Lisle Community Unit School District No. 202 (“**Seller**”), and Kindi Academy Ltd. an Illinois not-for profit corporation (“**Purchaser**”). Seller and Purchaser may each be referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on June 25, 2018 (the “**Effective Date**”), Seller and Purchaser entered into a Purchase and Sale Agreement (the “**Agreement**”) for the purchase and sale of the property commonly known as the Tate Wood Elementary School, located at 1736 Middleton Avenue, Lisle, DuPage County, Illinois (the “**Property**”); and

WHEREAS, Seller and Purchaser are desirous of amending the Agreement as more specifically set forth herein; and

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency thereof being hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. The Recitals above are hereby restated by this reference. The capitalized words and terms herein shall have the same meaning as set forth in the Agreement unless another meaning is given it herein.
2. Closing as specified in Section 3 shall be extended until May 1, 2020.
3. Zoning as specified in Section 7 is hereby amended to state Purchaser may terminate this Agreement upon written notice to the Seller not less than sixty (60) days prior to closing.
4. Survey as specified in Section 12 is hereby amended to state that Seller shall secure at its cost a plat of survey of the real estate.

SELLER:

Board of Education of Lisle Community Unit
School District No. 202

By: _____

Its: _____

PURCHASER:

Kindi Academy Ltd. an Illinois not-for profit
corporation

By: _____

Its: _____

Lisle Community Unit School District 202

CONTRACT FOR SALE

AGREEMENT, made this 25th day of June, 2018, between the Board of Education of Lisle Community Unit School District No. 202, DuPage County, Illinois, hereinafter called "SELLER" and Kindi Academy, hereinafter called "PURCHASER."

1. SALE

SELLER agrees to sell and PURCHASER agrees to purchase real property and improvements, if any, contained thereon and described as follows:

[PROPERTY DESCRIPTION TO BE INSERTED UPON REVIEW BY TITLE COMPANY]

P.I.N.s 08-03-303-002-0000, 08-03-303-016-0000, and 08-03-306-007-0000, and commonly known as the Tate Woods Elementary School, located at 1736 Middleton Ave., Lisle, DuPage County, Illinois; and

2. PURCHASE PRICE

A. The purchase price is two million five hundred and fifty-five thousand dollars (\$2,555,000), and the PURCHASER has paid fifty-one thousand and one hundred dollars (\$51,100) as earnest money at the time of bid submission, which will be deposited with the seller, and applied to the purchase price at Closing. All payments made under this Agreement shall be made with cash, a cashier's check or a certified check, or any combination thereof, or as otherwise required by the closing agent.

B. This is an all-cash sale and purchase; it is NOT contingent upon obtaining financing even though PURCHASER may apply to a lending institution of PURCHASER's choice for a mortgage loan. PURCHASER understands and agrees that neither its receipt of a commitment from such a lending institution, its acceptance of such a commitment, nor its satisfaction or failure to satisfy any condition set forth in such a commitment shall in any way be conditions to or excuse the performance of PURCHASER's obligations under this Contract.

C. PURCHASER shall be solely responsible and liable for paying any fees or compensation of a real estate agent/broker. Such fees or compensation shall not be paid from the proceeds of sale of the Property.

3. CLOSING

A. The time of Closing is conditioned upon the final completion and occupancy by Seller or Seller's new school building. The time of Closing is tentatively set for August 1, 2019. However, the Seller shall have the right to delay the time of Closing to take place on a date up to and including August 1, 2020, with notice to the Buyer delivered by March 31, 2019.

B. Closing shall be through an escrow with a title company authorized to do business in the State of Illinois and located in DuPage County, Illinois, in accordance with the general provisions of the usual form of Quitclaim Deed and Money Escrow Agreement then in use by the title company with such special provisions inserted in the Escrow Agreement as may be required to conform with the terms of this Contract for Sale. Upon the creation of such an escrow, payment of the purchase price and delivery of the Deed shall be made through the escrow in accordance with this Contract for Sale. The cost of the escrow shall be paid by the PURCHASER. All documents shall be deposited by the parties with the escrow agent no later than the Closing date as set forth in this Contract for Sale.

C. Not later than 30 days after the date of this Contract for Sale, the PURCHASER will be furnished with a commitment for title insurance from the title company in the amount of the purchase price, subject to the items listed in Section 5 below. The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. SELLER shall also furnish PURCHASER with an Affidavit of Title in the customary form covering the date of closing and showing title in SELLER subject only to the permitted exceptions. SELLER shall also furnish PURCHASER with a Bill of Sale conveying title to all items of personal property owned by the Board on the premises, if any, as of the date of Closing. If the title commitment discloses unpermitted exceptions, SELLER shall have thirty (30) days from the date of delivery thereof to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions, and in such event the time of closing shall be thirty-five (35) days after delivery of the commitment or the time expressly provided herein for closing, whichever is later. If the SELLER fails to have the exceptions removed or, in the alternative to obtain the commitment for title insurance specified above as to such exceptions, within the specified time, the PURCHASER may terminate the contract, and all earnest money shall be promptly refunded to the PURCHASER.

D. All recording costs of the Deed, mortgage and collateral documents, expense of all title policies, escrow services and fees, and municipal transfer tax stamps, shall be paid by PURCHASER.

4. POSSESSION AND PAYMENT OF BALANCE OF PURCHASE PRICE

Possession of the property shall be delivered at Closing when the entire balance of the purchase

price is tendered by PURCHASER to the SELLER and when all terms of the escrow agreement have been satisfied.

5. CONVEYANCE

SELLER shall convey Title to said property by Quitclaim Deed subject to the following:

- A. Conditions, covenants and restrictions of record contained in the title commitment issued by the title company,
- B. Zoning laws and ordinances,
- C. Real estate taxes and assessments,
- D. All easements and right-of-ways of record.

6. NO WARRANTIES

The property and any improvements currently existing on the property are conveyed and sold on an "as is" basis. SELLER is not making any representations or warranties concerning the property and any improvements thereon, including, but not limited to, any warranties of merchantability, fitness for a particular purpose or habitability.

7. ZONING

It is PURCHASER's responsibility to determine and obtain proper zoning approval for its intended use. If after a diligent and good faith effort by PURCHASER to obtain required zoning approval from the Village of Lisle, the PURCHASER has not received a commitment for such approval from the Village, PURCHASER may terminate this Agreement upon written notice to the SELLER not less than ninety (90) days prior to Closing. Failure to deliver timely notice of termination pursuant to this Paragraph 7 shall waive any contingency related to zoning approval. SELLER shall reasonably cooperate with PURCHASER's efforts to obtain zoning approval, but shall not be required to expend any funds or incur any costs as part of such cooperation. PURCHASER shall pay all costs, fees, or other expenses related to obtaining necessary zoning approval.

8. PRORATIONS AND ADJUSTMENTS

The following shall be prorated and adjusted between SELLER and PURCHASER as of the time of Closing, except as otherwise expressly provided herein:

- A. Sewer rents, and vault charges based on the fiscal year for which assessed; water charges on the basis of the calendar year.
- B. Water, electricity, sewer, gas, telephone and other utility charges based, to extent practicable, on final meter readings and/or final invoices.

C. Such other items that are customarily prorated in transactions of this nature shall be ratably prorated as of the time of Closing.

D. As of Closing, PURCHASER shall be responsible for the transfer of accounts and establishment of all utility services to the Property to the name of PURCHASER, including the making of any new utility deposits with the utility providers. SELLER shall be entitled to receive a refund of utility service deposits, if any, covering the period prior to the Closing Date.

Except as expressly provided herein, all prorations shall be final. The covenants and agreements set forth in this Paragraph 8 shall survive the Closing. Accrued general real estate taxes shall not be prorated as of Closing. The tax bills are currently assessed as exempt and no tax proration will be given.

9. SELLER'S TITLE FAILURE

If SELLER shall be unable to convey title to the Property at Closing in accordance with the title provisions of this Contract, PURCHASER may elect to accept such title as SELLER conveys with a credit against the monies payable at the Closing equal to the lesser of the Maximum Expense described below or the reasonably estimated cost to cure the same, but without any other credit or liability on the part of SELLER. If PURCHASER shall not so elect, this Contract shall be terminated and the sole liability of SELLER in the absence of fraud shall be to cause the refund of the Earnest Money and accrued interest therein, if any, to PURCHASER. SELLER shall not be required to bring any action or proceeding or to incur any expense in excess of the Maximum Expense which shall be one percent of the Purchase Price to cure any unpermitted title defect, but the foregoing shall not permit SELLER to refuse to pay off existing mortgages or judgment liens which are unpermitted title exceptions.

10. DEFAULT

A. Unless otherwise provided for herein, if PURCHASER fails to comply with the terms and conditions hereof, SELLER may terminate this Contract, in which event the earnest money, plus accrued interest, if any, shall be due and payable to SELLER as its sole liquidated damages. PURCHASER shall be liable for payment of the earnest money if not previously paid. The parties agree that actual damages in the event of default are difficult to ascertain and further agree that the amount set forth as liquidated damages is a reasonable estimate of the damages to SELLER in the event of PURCHASER's default. Such sum is intended to be liquidated damages, and not a penalty.

B. If SELLER defaults for any reason other than for a title defect as provided for in Paragraph 9 above, PURCHASER may elect to receive back its earnest money deposit as liquidated damages, which in all events shall be PURCHASER's only remedy. PURCHASER acknowledges and agrees that under no circumstances except SELLER's fraud, shall SELLER be liable for PURCHASER's damages, whether consequential, actual, punitive, speculative, or otherwise.

11. REPRESENTATION, WARRANTIES AND COVENANTS OF PURCHASER

A. PURCHASER represents, warrants and covenants to SELLER as follows, as of the date hereof and to and including the Closing Date:

1. PURCHASER is purchasing the Property in its "AS IS, WHERE IS" condition with no warranties by SELLER as to merchantability, suitability or fitness for any particular use, habitability or otherwise, it being understood and agreed that PURCHASER is relying solely on its own inspections, environmental and engineering studies and reports, economic and feasibility studies and examinations of the Property and PURCHASER's own determination of the condition of the Property.
2. PURCHASER has all requisite power and authority to consummate the transaction contemplated by this Contract and has by proper proceedings duly authorized the execution and delivery of this Contract and the consummation of the transaction contemplated hereby;
3. This Contract when executed and delivered by PURCHASER and SELLER, will constitute the valid and binding agreement of PURCHASER enforceable against PURCHASER in accordance with its terms;
4. To PURCHASER's knowledge, neither the execution and delivery of this Contract nor the consummation of the transaction contemplated hereby will violate or be in conflict with (i) any applicable provisions of law, (ii) any order of any court or government agency having jurisdiction over the PURCHASER, or (iii) any agreement or instrument to which PURCHASER is a party or which PURCHASER is bound;
5. There are no actions, suits, claims or other proceedings pending or, to the best of PURCHASER's knowledge, contemplated or threatened against PURCHASER that could affect PURCHASER's ability to perform its obligations under this Contract; and
6. PURCHASER has sufficient funds available to consummate the Closing of the transaction described in this Contract.

B. From the effective date of this Contract, PURCHASER covenants to SELLER that, in addition to the acts and deeds recited herein and contemplated to be performed, executed, and delivered by PURCHASER, PURCHASER shall perform, execute, and deliver or cause to be performed, executed, and delivered at, prior to, or after the Closing, any and all further reasonable acts, deeds, and assurances as SELLER or the title company may reasonably require in order to consummate the transactions contemplated herein.

12. SURVEY

The PURCHASER shall secure at its cost a plat of survey of the real estate suitable to the title company.

13. RISK OF LOSS

The Provisions of the *Uniform Vendor and Purchaser Act* shall not be applicable to this

transaction.

14. INVESTIGATION OF PROPERTY PURCHASER'S DUE DILIGENCE CONTINGENCY

PURCHASER's obligation to consummate the transaction contemplated by this Contract is, at PURCHASER's option, expressly contingent upon, or subject to, PURCHASER's review and investigation of, and satisfaction as to ("Purchaser Due Diligence Matters"):

- A. The conditions of the soils that comprise the Property; and
- B. The environmental condition of the Property.

The PURCHASER, its employees, agents and representatives shall have the right to enter the Property to conduct tests, examinations, inspections, studies or the like, as well as to contact government officials, in order to satisfy the conditions herein. PURCHASER hereby indemnifies and holds SELLER harmless from and against any and all loss, cost, damage, expenses, liability and claim SELLER incurs as a result of PURCHASER's and its employees', agents' and representatives' access to in conducting of tests, examinations, inspections, etc... on the Property which indemnification shall survive the Closing as well as any termination of this Contact. Prior to any entry upon the Property by PURCHASER or any of its employees, agents or representatives, PURCHASER shall cause to be delivered to SELLER a certificate of insurance indicating that PURCHASER has comprehensive liability insurance in place and that SELLER has been identified as an additional party insured thereunder.

PURCHASER shall have thirty (30) days from the date of this Contract for Sale within which to investigate and review the Purchaser Due Diligence Matters.

If PURCHASER determines in its sole discretion, within the due diligence period, that any one or more of the matters contained herein will adversely affect development of the Property in accordance with the PURCHASER's intended use thereof, SELLER, in its sole discretion, may proceed to take any and all remedial and removal action as may then be required by law to clean up the Property; provided, however, that if SELLER, within ten (10) days of PURCHASER's request to make an election, elects not to proceed with such remedial or removal action, then, and in that event, PURCHASER may elect to terminate this Contact by giving written notice thereof to SELLER within ten days after the expiration of the 30 day due diligence period. In the event that PURCHASER terminates this Contract pursuant to this Section, neither party shall have any further rights or obligations hereunder. PURCHASER may, upon written notice given to SELLER at any time prior to the expiration of the ten day period following PURCHASER's 30-day period, elect to waive the requirement that one or more of PURCHASER's matters herein be satisfactory to PURCHASER, and PURCHASER's failure to give any notice of termination within ten days of the expiration of PURCHASER's 30-day due diligence period, shall be

deemed to be PURCHASER's election to waive said matters herein.

15. NOTICE

All notices shall be in writing and shall be served personally or by certified mail, return receipt requested or overnight delivery service. For the purpose of all time limitations, notice shall be deemed to have been given on the date when so placed in the U.S. Mail, postage prepaid. Notice shall be given as follows:

To the SELLER: Keith Filipiak
Superintendent
Lisle Community Unit School District No. 202
5211 Center Ave.
Lisle, Illinois 60532

With copy to: John E. Fester, Esq.
Scariano, Himes and Petrarca, Chtd.
180 North Stetson, Suite 3100
Chicago, Illinois 60601

To the PURCHASER: Hatem Elagha
Kindi Academy
1205 West 16th Street
Oakbrook Terrace, IL 60181

16. EFFECT OF CONTRACT

All of the provisions contained in this Contract for Sale shall be binding upon the PURCHASER and any subsequent successors or assigns.

17. **COUNTERPARTS**

This Agreement may be executed in several counterparts and all counterparts shall constitute one agreement, binding on all parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

WHEREFORE, the duly authorized representatives of the SELLER and PURCHASER have executed this Agreement on the dates set forth hereafter.

SELLER:

**BOARD OF EDUCATION OF
LISLE COMMUNITY UNIT SCHOOL DISTRICT NO. 202,
DUPAGE COUNTY, ILLINOIS**

By: Meg Suni
President

Attest: Quincey McCombe
Secretary

DATED: 6/25/2018

PURCHASER:

KINDI ACADEMY

By: Hatem Elayh
President

Attest: _____
(Seal)

DATED: 7/2/2018

[Handwritten mark]