Board of Education
Regular Meeting
December 16, 2021

MEETING INFORMATION

The Park Ridge-Niles Community Consolidated School District 64 has resumed its meetings in person. The regular meeting on Thursday, December 16, is taking place in the LRC of Lincoln School located at 200 S Lincoln Ave in Park Ridge. The main entrance doors will open at 6:45 p.m., 15 minutes before the start of the regular meeting.

You can still view the meeting online via livestream by clicking on this link. Please note that in addition to attending the meeting in person, you also have the option to email public comments which will be read aloud during the public comments section of the meeting with the name of the submitter. Please write your comments in accordance with Board Policy 2:230, including ensuring a 3-minute time limit when read. The email for public comments is available 24 hours before the start of the meeting. Please do not email public comments once the meeting and opportunity for public comments has concluded.

Public comments submitted via email will be read at the beginning of the meeting. Anyone attending in person will also have the opportunity to speak at the podium during the public comments portion of the meeting.

Please email your comments to: d64-publiccomments@d64board.org

Please note that District 64 is following all meeting guidelines identified by the state.

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

Regular Board Meeting Agenda
Thursday, December 16, 2021
Lincoln School - LRC
200 S Lincoln Ave
Park Ridge, IL 60068

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 & Adjourns to Closed Meeting
--Litigation, when an action against, affecting, or on behalf of the District has been filed and is pending before a court or administrative tribunal, or when the District finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. [5 ILCS 120/2(c)11)]

7:00 p.m. **Board Adjourns from Closed Meeting & Resumes Regular Meeting**

Pledge of Allegiance

Opening Remarks from President of the Board

Board Adjourns from Regular Meeting & Convenes to a Public Hearing on the 2021 Tax Levy

Board Adjourns from the Public Hearing on the 2021 Tax levy & Resumes Regular Meeting

Welcome to Lincoln School
--David Szwed, Lincoln School Principal

Student/Staff Recognition
- Lincoln Chamber Orchestra Performance

A-1 **COVID-19 & Prevention Strategies Update**
--Superintendent

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

A-2 **Approval of Meeting Agenda**
--Board President
The Board reserves the right to review the agenda at the beginning of each meeting and request additions, amendments, or deletions before approval.

A-3 **Adoption of Final 2021 Tax Levy Resolution #1278, Resolution #1279 to Instruct the County Clerk How to Apportion 2021 Tax Levy Extension Reductions, Resolution #1280 Authorizing Tax for Illinois Municipal Retirement Purposes**
--Chief School Business Official **Action Item 21-12-1**

A-4 **Approve the Contract with Midwest Mechanical for Demolition of Interior Spaces, Renovation for Mechanical, Electrical, & Plumbing Work & Pre-Purchasing of Roofing Materials for Jefferson School - Summer 2022**
--Chief School Business Official/
Director of Facility Management **Action Item 21-12-2**

A-5 **Approve the Awarding of Contract to Purchase Mechanical Units - Elementary Schools Summer 2022 Construction Projects**
--Chief School Business Official/
Director of Facility Management **Action Item 21-12-3**

A-6 **Approval of Operating Lease & Installation Costs for Temporary Mobile Classrooms at Jefferson School**
--Chief School Business Official **Action Item 21-12-4**

A-7 **Approval of Chromebook Purchase for 1:1 Digital Learning Program for 2022-23**
--Director of Innovation & Instructional Technology/
Chief School Business Official **Action Item 21-12-5**

A-8 **Summer Interim Session 2021 Report & Presentation & Approval of Summer Interim Session 2022**
--Assistant Superintendent for Student Learning/Assistant Director of Student Services
Action Item 21-12-6

A-9 **Approval of Recommended Personnel Report**
--Assistant Superintendent for Human Resources **Action Item 21-12-7**

A-10 **Consent Agenda**
--Board President **Action Item 21-12-8**

- Bills, Payroll, and Benefits
- Approval of Financial Update for the Period Ending October 31, 2021
- Resolution 1281 Authorizing & Directing the Permanent Transfer of Money from the Operations and Maintenance Fund to the Capital Projects Fund
- Approval of Intergovernmental Agreement for Facilities Use & Operation of a Before & After School Recreational Program
- Destruction of Audio Closed Recordings (None)

A-11 **Approval of Minutes**

--Board President **Action Item 21-12-9**

- November 13, 2021 - Special Meeting
- November 18, 2021 - Closed Meeting
- November 18, 2021 - Regular Meeting

A-12 **Other Discussion & Items of Information**

--Superintendent

- Upcoming Agenda
- FOIA requests (None)
- Memorandum of Information (None)
- Minutes of Board Committees (None)
- Other:
    - IASB 2021 Resolutions Committee Assembly
    - IASB 2021 Triple I Conference

A-**13** **New Business**

Adjournment

Next Meeting: **Thursday, January 20, 2022**
Regular Meeting - 7:00 p.m.
(Please note meeting location change)
Emerson School - MPR
8101 Cumberland Ave, Niles, IL 60714

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.

Student/Staff Recognition

Lincoln Chamber Orchestra Performance

The Chamber Orchestra represents the top tier of the Lincoln Middle School orchestra program.

This year, 14 students in grades 6-8 were selected as the top string musicians on violin, viola, cello and bass. The students will perform a selection of holiday favorites under the direction of teacher Max Hellermann. We look forward to hearing a delightful performance from our Lincoln string musicians!

Appendix 1

COVID-19 & Prevention Strategies Update

District Superintendent, Dr. Eric Olson, will update the Board on current metrics and mitigation measures in place, as well as the conclusion of the vaccination opportunity. At this time, the administration is recommending that the Board not change any of the current health and safety protocols in place, due to our current metrics and the recommendations from state and federal authorities. We continue to receive guidance from the Illinois State Board of Education (ISBE), the Illinois Department of Public Health (IDPH), and the Centers for Disease Control (CDC). Should metrics change or more information become available, the administration will consider bringing recommendations to the Board at future meetings.

Appendix 2

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.

Appendix 3

To: Board of Education
Dr. Eric Olson, Superintendent
From: Mr. Adam Parisi, Chief School Business Official
Date: December 16, 2021
Re: Adoption of Final 2021 Tax Levy Resolution #1278, Resolution #1279 to Instruct the County Clerk How to Apportion 2021 Tax Levy Extension Reductions, Resolution #1280 Authorizing Tax For Illinois Municipal Retirement Purposes

At the October 21, 2021 Board of Education meeting, the administration reviewed with the Board the Tax Levy process.. A public hearing on the 2021 Tax Levy will be held as part of tonight's meeting.

Tonight, the administration is seeking Board approval for the 2021 Tax Levy. The levy approved is an *estimate* as the final levy will not be known until the summer of 2022. The proposed levy is subject to the Property Tax Extension Limitation Law (PTELL) and as such, the District will only receive the funds it is legally entitled to receive under the law.

All of the tax levy documents must be submitted to the Cook County Clerk's office by the last Tuesday in December. This year, the packet will be due on or before December 28, 2021 and includes:

- Illinois State Board of Education (ISBE) Form 50-02 - Certificate of Tax Levy;
- Resolution #1278 of Park Ridge-Niles CCSD 64, Cook County, Illinois Providing for the Levy of Taxes for the Year 2021;
- Resolution #1279 to Instruct the County Clerk How to Apportion 2021 Tax Levy Extension Reductions of Park Ridge-Niles CCSD 64, Cook County Illinois. The Tax Levy was increased beyond the 1.40% CPI to capture all new construction; any reductions to the percentage beyond 1.40% will be taken only from the Education Fund;
- Certificate of Compliance with the Truth-In Taxation Law. This resolution covers the District in terms of the necessity of a public hearing if the percentage increase exceeds 5%. Our increase does not exceed 5%, however, in keeping with the District's past practice, we posted and held a public hearing;
- Resolution #1280 Authorizing Tax for Illinois Municipal Retirement Purposes;
- Certificate of Estimated Revenues. The revenue amounts are the Budgeted Revenue amounts; and
- Proof from the newspapers that the Notice of the Tax Levy Hearing was properly advertised within their publications.

Once the Board approves the Tax Levy, the levy packet is uploaded to the County Clerk's Tax Portal.

ACTION ITEM 21-12-1

I move that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, adopt the attached Resolution #1278 Providing for the Levy of Taxes For the Year 2021, Resolution #1279 to Instruct the County Clerk How to Apportion 2021 Tax Levy Extension Reductions, Resolution #1280 Authorizing Tax For Illinois Municipal Retirement Purposes. These resolutions and supporting documentation will be filed with the Cook County Clerk's Office.

The votes were cast as follows:

Moved by _____ Seconded by _____

AYES:
NAYS:
PRESENT:
ABSENT:

ILLINOIS STATE BOARD OF EDUCATION

Original: x
Amended:

School Business and Support Services Division
217/785-8779

CERTIFICATE OF TAX LEVY

A copy of this Certificate of Tax Levy shall be filed with the County Clerk of each county in which the school district is located on or before the last Tuesday of December.

District Name	District Number	County
Park Ridge - Niles	64	Cook

Amount of Levy

Educational	$ 56,500,000	**Fire Prevention & Safety** *	$ 0
Operations & Maintenance	$ 7,000,000	**Tort Immunity**	$ 550,000
Transportation	$ 2,400,000	**Special Education**	$ 5,200,000
Working Cash	$ 580,000	**Leasing**	$ 0
Municipal Retirement	$ 600,000		$ 0
Social Security	$ 1,265,000	**Other**	$ 0
		Total Levy	$ 74,095,000

* Includes Fire Prevention, Safety, Energy Conservation, Disabled Accessibility, School Security, and Specified Repair Purposes.

See explanation on reverse side.
Note: Any district proposing to adopt a levy must comply with the provisions set forth in the Truth in Taxation Law.

We hereby certify that we require:

the sum of 56,500,000 dollars to be levied as a special tax for educational purposes; and
the sum of 7,000,000 dollars to be levied as a special tax for operations and maintenance purposes; and
the sum of 2,400,000 dollars to be levied as a special tax for transportation purposes; and
the sum of 580,000 dollars to be levied as a special tax for a working cash fund; and
the sum of 600,000 dollars to be levied as a special tax for municipal retirement purposes; and
the sum of 1,265,000 dollars to be levied as a special tax for social security purposes; and
the sum of 0 dollars to be levied as a special tax for fire prevention, safety, energy conservation, disabled accessibility, school security and specified repair purposes; and
the sum of 550,000 dollars to be levied as a special tax for tort immunity purposes; and
the sum of 5,200,000 dollars to be levied as a special tax for special education purposes; and
the sum of 0 dollars to be levied as a special tax for leasing of educational facilities or computer technology or both, and temporary relocation expense purposes; and
the sum of 0 dollars to be levied as a special tax for _____; and
the sum of 0 dollars to be levied as a special tax for _____
on the taxable property of our school district for the year 2021

Signed this _____ day of 2021 . _____

(President)

_____

(Clerk or Secretary of the School Board of Said School District)

When any school is authorized to issue bonds, the school board shall file a certified copy of the resolution in the office of the county clerk of each county in which the district is situated to provide for the issuance of the bonds and to levy a tax to pay for them. The county clerk shall extend the tax for bonds and interest as set forth in the certified copy of the resolution, each year during the life of the bond issue. Therefore to avoid a possible duplication of tax levies, the school board should not include a levy for bonds and interest in the district's annual tax levy.

Number of bond issues of said school district that have not been paid in full 1 .

(Detach and Return to School District)

This is to certify that the Certificate of Tax Levy for School District No. 64 , Cook County, Illinois, on the equalized assesed value of all taxable property of said school district for the year 2021 was filed in the office of the County Clerk of this County on _____ , 2021 .
In addition to an extension of taxes authorized by levies made by the Board of Education (Directors), an additional extension(s) will be made, as authorized by resolution(s) on file in this office, to provide funds to retire bonds and pay interest thereon.
The total levy, as provided in the original resolution(s), for said purposes for the year 2021 , is $.

_____

(Signature of County Clerk)

_____ _____

(Date) *(County)*

RESOLUTION #1278 OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 64 COOK COUNTY, ILLINOIS, PROVIDING FOR A LEVY OF TAXES FOR THE YEAR 2021

WHEREAS, it is necessary for the Board of Education of the District to ascertain how much money must be raised by a special tax for the 2021 year for educational purposes, for operations, building and maintenance purposes, for transportation purposes, for working cash purposes, for municipal retirement purposes, for social security purposes, for tort immunity purposes, for special education purposes and file a certificate as to such amount with the County Clerk of Cook County, Illinois.

NOW, THEREFORE, Be It Resolved by the Board of Education of Community Consolidated School District No. 64, Cook County, Illinois, that there be and there is levied on the equalized assessed valuation of the taxable property of said District for the year 2021 a special tax of $56,500,000 for educational purposes; $7,000,000 for operations and maintenance purposes; $2,400,000 for transportation purposes; $580,000 for working cash; $600,000 for municipal retirement purposes; $1,265,000 for social security purposes; $550,000 for tort immunity purposes; $5,200,000 for special education purposes.

Be It Further Resolved that the President and Secretary of the Board of Education be and they are hereby authorized and directed forthwith to execute and file with the County Clerk of Cook County, Illinois, a certificate of tax levy for the year 2021 for a levy in the amounts aforesaid.

ADOPTED this 16th day of December 2021

_____

Dr. Denise Pearl, President, Board of Education,
Park Ridge-Niles CCSD 64

_____

Phyllis Lubinski, Secretary, Board of Education,
Park Ridge-Niles CCSD 64

STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

CERTIFICATE

I, the undersigned, do hereby certify that I am duly qualified and acting Secretary of the Board of Education of Community Consolidated School District 64, County of Cook, State of Illinois (the Board"), and that as such Officially I am the keeper of the records and files of the Board.

I do further certify that the attached is a true and complete copy of a resolution entitled " Providing For a Levy Of Taxes For The Year 2021 which was passed by the Board of Education at a meeting held on the 16th day of December 2021

IN WITNESS WHEREOF, I hereunto affix my official signature, this 16th day of December 2021

_____

Phyllis Lubinski, Secretary, Board of Education,
Park Ridge-Niles CCSD 64

RESOLUTION#1279 TO INSTRUCT THE COUNTY CLERK HOW TO APPORTION 2021 TAX LEVY EXTENSION REDUCTIONS FOR PARK RIDGE-NILES COMMUNITY CONSOLIDATED SCHOOL DISTRICT 64, COOK COUNTY, ILLINOIS

WHEREAS, 1-10 of the Property Tax Extension Limitation Law ("PTELL") provides that the County Clerk shall extend a tax rate for the sum of a taxing district's funds that is not greater than the limiting rate; and

WHEREAS, PTELL 1-10 further provides that if the County Clerk is required to reduce the aggregate extension of a taxing district, the clerk shall proportionally reduce the extension for each fund unless otherwise requested by the taxing district; and

WHEREAS, the Board of Education of Community Consolidated School District #64, County of Cook, State of Illinois, (hereinafter " the Board") has adopted a levy for the year 2021 for taxes for the following purposes or funds of said district: Tort Immunity, Transportation, Educational, Operations and Maintenance, Social Security, Municipal Retirement, Bond and Interest, Working Cash Fund, and Special Education; and

WHEREAS, the Board has determined that if the County Clerk must extend taxes in an amount that is less than the aggregate amount of the levy for 2021, such reduction shall not be proportionate in all funds but rather, shall be made as hereinafter specified;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Community Consolidated School District #64, County of Cook, State of Illinois, as follows:

Section 1. If the County Clerk of Cook County is prohibited by the Property Tax Extension Limitation Law from extending taxes for the full amount of 2021 aggregate levy of School District 64, then in the event the levy for each of the District's funds shall not be reduced proportionally.

Section 2. If the County Clerk of Cook County is prohibited by the Property Tax Extension Limitation Law from extending taxes for the full amount of the 2021 aggregate levy of School District 64, any necessary reduction of taxes shall be in the following order:

Fund	Percentage of Reduction
Education	100%

Section 3: This Resolution shall be in full force and effect forthwith upon its passage.

AYES: _____

NAYS: _____

ABSENT: _____

PRESENT: _____

Adopted this 16th day of December 2021

BOARD OF EDUCATION
PARK RIDGE-NILES CCSD 64
COUNTY OF COOK
STATE OF ILLINOIS

By: _____
Dr. Denise Pearl, President, Board of Education
Park Ridge-Niles CCSD 64

ATTEST: _____
Phyllys Lubinski, Secretary, Board of Education
Park Ridge-Niles CCSD 64

RESOLUTION #1280 AUTHORIZING TAX FOR ILLINOIS MUNICIPAL RETIREMENT
PURPOSES

WHEREAS, Section 7-171 of the Illinois Pension Code (40 ILCS 5/7-171) authorizing levy of a Special tax for Illinois Municipal Retirement Fund purposes in accordance with the provisions set forth in said section of the Pension Code; and

WHEREAS, this Board does hereby intend to authorize such tax,

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of School District 64, Cook County, Illinois as follows:

SECTION 1. This Board by this proper resolution does hereby levy the sum of $600,000 for the year 2021 as special tax for Illinois Municipal Retirement fund Purposes in accordance with the provisions of Section 7-171 of The Illinois Pension Code and County Clerk is directed to extend taxes for such purpose to meet the needs of the District.

SECTION 2. The President and Secretary are hereby directed to file a certified copy of this Resolution with the County Clerk of each county within which this district has taxable property and to request extension of such taxes for the 2021 tax year.

MEMBER _____moved that the foregoing resolution be adopted
And
MEMBER _____seconded the motion, upon the roll being called the
Members voted as follows:

AYES:

NAYS:

ABSENT:

PRESENT:

The President declared the motion had been duly adopted this 16th day of December, 2021

_____
Dr. Denise Pearl, President, Board of Education
Park Ridge-Niles CCSD 64

_____
Phyllis Lubinski, Secretary, Board of Education
Park Ridge-Niles CCSD 64

CERTIFICATE

WE DO HEREBY CERTIFY that we are respectively the duty elected, appointed and acting President and Secretary of the Board of Education of School District No. 64, Cook County, Illinois.

WE DO FURTHER CERTIFY that attached hereto is a true, correct and Complete copy of a proper resolution adopted by the Board of Education of said School District on December 16, 2021 levying the sum $600,000 as a special Tax for Illinois Municipal Retirement Fund purposes and $1,265,000 for Social Security purposes in accordance with the provisions of Section 7-171. of the Illinois Pension Code (40 ILCS 5/7-171).

DATED: December 16, 2021

_____
Dr. Denise Pearl, President, Board of Education
Park Ridge-Niles CCSD 64

_____
Phyllis Lubinski, Secretary, Board of Education
Park Ridge-Niles CCSD 64

CERTIFICATE OF COMPLIANCE
WITH THE TRUTH IN TAXATION LAW

I, Denise Pearl the duly qualified and presiding officer of the Board of Education of Community Consolidated School District No. 64, Cook County, Illinois, do hereby certify that the 2021 tax levy of Community Consolidated School District No. 64, attached hereto, was adopted in full compliance with the provisions of Sections 18-60 through 18-85 of the Illinois Truth in Taxation Law.

IN WITNESS THEREOF, I have placed my official signature this 16th day of December, 2021.

_____

Dr. Denise Pearl, Board President
Board of Education
Park Ridge-Niles CCSD 64
Cook County, Illinois

ATTEST:

_____

Phyllis Lubinski, Board Secretary

December 16, 2021

Ms. Karen A. Yarbrough
Cook County Clerk
Office of the County Clerk
118 N. Clark St. Room 434
Chicago, IL 60602

CERTIFICATION OF ESTIMATED REVENUES

I, Adam Parisi, do hereby certify that I am the Chief School Business Official of Park Ridge-Niles Community Consolidated School District 64, and I hereby certify that the Estimate of Revenues by fund source for fiscal year ending June 30, 2022 are as follows:

Source	Amount
Educational Fund	$70,962,825
Operations and Maintenance Fund	$6,657,065
Debt Service Fund	$-9,690
Transportation Fund	$3,069,740
Illinois Municipal Retirement Fund	$702,466
Social Security Fund	$1,283,263
Working Cash Fund	$544,800
Tort Immunity Fund	$345,278
Total	$83,555,747

Sincerely,

Adam Parisi, Ed.S.

NOTICE OF PROPOSED PROPERTY TAX INCREASE FOR COMMUNITY CONSOLIDATED SCHOOL DISTRICT 64

I. A public hearing to approve a proposed property tax levy increase for Community Consolidated School District No. 64, Cook County, Illinois, for 2021 will be held on December 16, 2021 at 7:00 p.m. at Lincoln Middle School, 200 South Lincoln Avenue, Park Ridge, IL 60068. Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Mr. Adam Parisi, Chief School Business Official, 164 S. Prospect Avenue, Park Ridge IL, (847) 318-4324.

II. The corporate and special purpose property taxes extended or abated for 2020 were $ 70,754,745.
The proposed corporate and special purpose property taxes to be levied for 2021 are $ 74,095,000 This represents a 4.72% increase over the previous year.

III. The property taxes extended for debt service and public building commission leases for 2020 were $ 350,000.
The estimated property taxes to be levied for debt service and public building commission leases for 2021 are $ 2,181,375. This represents a 523.25% increase from the previous year.

IV. The total property taxes extended or abated for 2020 were $ 71,104,745.
The estimated total property taxes to be levied for 2021 are $ 76,276,375. This represents a 7.27% increase over the previous year.

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Northwest Suburbs
Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights and has been circulated daily in the Village(s) of: Arlington Heights, Barrington, Barrington Hills, Bartlett, Buffalo Grove, Deer Park, Des Plaines, Elk Grove, Franklin Park, Glenview, Hanover Park, Hoffman Estates,Inverness, Melrose Park,Morton Grove, Mt Prospect, Niles, Northbrook, Northfield, Northlake, Palatine, Park Ridge, Prospect Heights, River Grove, Rolling Meadows, Rosemont, Schaumburg,Schiller Park, South Barrington, Streamwood, Wheeling, Wilmette

County(ies) of Cook
and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the Northwest Suburbs DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 12/09/2021
in said Northwest Suburbs DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY _____
Designee of the Publisher and Officer of the Daily Herald

Control # 4574634

Appendix 4

To: Board of Education
Dr. Eric Olson, Superintendent
From: Mr. Adam Parisi, Chief School Business Official
Mr. Tony Bersani, Director of Facility Management
Date: December 16, 2021
Re: Approve the Contract with Midwest Mechanical for Demolition of Interior Spaces; Renovation for Mechanical, Electrical, & Plumbing work; & Pre-Purchasing of Roofing Materials for Jefferson School - Summer 2022

At the October 21, 2021 Board of Education meeting, the administration reviewed with the Board of Education the construction plans and process for all six buildings. Jefferson School has the greatest amount of work and will be completely gutted and renovated. Parts of the building including the auditorium, break room, and the technology offices will begin to be demolished in these secured areas and renovated in January. The work in these areas in January will occur in a manner that has a low impact on the educational environment. To remain on schedule and ensure timely completion, it is necessary to approve this contract this evening.

A complete detail of the work is included in the contract addendum (attachment 1).

Some highlights include:

- new electrical switchgear will be pre-purchased in December and January
- roofing supplies will be pre-ordered in January
- secure parts of the building by exterior fencing to create a safe work area
- most plumbing will be roughed in in crawl spaces and exterior, and ready for final connections and trim during summer construction
- plumbing in east wing bathrooms to commence in January and be completed before summer
- construction will take place within the boiler room, including the construction of a new switchgear room to support the electrical equipment needed to power the new systems being constructed
- HVAC units will be roughed in for all areas that are available for demo and construction. The Board has authorized the pre-order of the HVAC equipment and some of the equipment to begin arriving in February.

<u>ACTION ITEM 21-12-2</u>

I move that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, approve the contract with Midwest Mechanical Group LLC in the amount of $6,462,114.00 for demolition of interior spaces; renovation for mechanical, electrical, and plumbing work; and pre-purchasing of roofing materials for Jefferson School.

The votes were cast as follows:

Moved by _____ Seconded by _____

AYES:
NAYS:
PRESENT:
ABSENT:

INSTALLATION CONTRACT

This INSTALLATION CONTRACT (hereinafter referred to as the "Contract" or the "Agreement") is made as of the 13th day of December 2021, by and between Midwest Mechanical Group, LLC, a Delaware limited liability company ("Contractor") and Park Ridge Niles CCSD 64, an Illinois school district and unit of local government (hereinafter referred to as the "Owner" or the "District"), concerning the following:

NCPA RQN Proposal #:

Scope of Work: CONTRACTOR proposes to provide the services as attached hereto as Exhibit A (the "Work").

Contract Price: $6,462,114.00 – Six million four hundred sixty-two thousand one hundred fourteen and no/100 dollars

Terms of Payment: Monthly progress-based payments, pursuant to the terms of Paragraph 4 below.

Exhibits: "A": CONTRACTOR Scope of Work
"B": Mobilization Billing
"C": Milestone Schedule

Premises: The services shall be performed at the following locations (the "Premises"):
Jefferson Elementary School, 8200 W Greendale Ave., Niles, IL 60714

CONTRACTOR and Owner agree to the terms above and as set forth below in the following Terms and Conditions and in the Exhibits attached hereto, all of which are a material part of this Contract. The Contract, with its attachments and exhibits, is the full agreement between CONTRACTOR and the Owner as of the date the Contract is signed by both parties. All previous conversations, correspondence, agreements, or representations not set forth in the Contract or attached to the Contract are not part of the Contract between CONTRACTOR and the Owner.

OWNER:	**CONTRACTOR:**
Park Ridge Niles CCSD 64	**Midwest Mechanical Group, LLC.**
By:_____	By: _____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Date	Date

TERMS AND CONDITIONS

1. **SCOPE OF WORK.** CONTRACTOR shall provide Owner with the work and the services set forth in the Scope of Work ("Work") described above and in the attached Exhibit A, except to the extent specifically indicated in the Contract Documents (as defined in Paragraph 2 below) to be the responsibility of others. CONTRACTOR shall supervise and direct the Work and shall be solely responsible for all design, engineering and construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work. CONTRACTOR has been engaged because of its skill and expertise in performing school construction projects of similar size and scope. CONTRACTOR shall exercise the care and skill in the performance of the Work in accordance with the standard of care of a CONTRACTOR with such experience. CONTRACTOR shall be responsible to pay for all design, engineering, labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

2. **CONTRACT DOCUMENTS.** The “Contract Documents” are comprised of the following: (1) this fully executed Contract; (2) All written and fully executed modifications, addenda, amendments, scope modifications or additions to this Contract; (3) Exhibit A attached hereto (CONTRACTOR Scope of Work).

3. **MUTUAL OBLIGATIONS.** Owner and CONTRACTOR commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to realize the benefits afforded under the Contract Documents. Owner shall, throughout the performance of the Work, cooperate with CONTRACTOR and perform its responsibilities, obligations and services in a timely manner to facilitate CONTRACTOR's timely and efficient performance of the Work and so as not to delay or interfere with CONTRACTOR's performance of its obligations under this Contract.

4. **CONTRACT PRICE AND PAYMENT**. The total price for CONTRACTOR's Work under this Contract shall be as set forth above, subject to adjustments as set forth herein (the “Contract Price”). Upon execution of this Contract, CONTRACTOR shall invoice the Customer for the Mobilization Fee, as detailed on Exhibit B, attached hereto. The Contract Price shall be paid to CONTRACTOR in monthly progress payments for the value of work completed, less the aggregate of previous payments to CONTRACTOR in accordance with the applicable provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq*.). The Owner shall withhold a 10% retainage from each payment, to be paid to CONTRACTOR upon final completion of the Work. Notwithstanding any other provision contained herein, payment of invoices and any late payment penalties under this Agreement shall be governed by the applicable provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq*.).All sums not paid when due shall bear interest in accordance with the Illinois Local Government Prompt Payment Act.

5. **ACCESS TO JOB-SITE.** Owner and CONTRACTOR shall mutually agree upon the access to the jobsite necessary to perform the Work, as well as any preparation of work areas and material staging so as to be acceptable for CONTRACTOR’s Work under this Contract. CONTRACTOR and Owner will cooperate with each other to coordinate such access and preparation of the work areas. During construction, the jobsite shall be closed to all students, facility, and school administration staff. Moving and off-site storage of existing building furnishings, equipment, computer systems and educational materials during construction will be the responsibility of the District.

6. **SCHEDULE**. Upon execution of this Contract, CONTRACTOR and Owner shall agree on a commencement and completion date for the Work, which shall not be altered except by written agreement by the Owner (“Contract Time”). Milestone schedule and final completion date is outlined in Exhibit C, attached hereto.

7. **WARRANTY.** CONTRACTOR warrants that materials and equipment furnished by CONTRACTOR will be of good quality and new; that the Work will be free from defects, and to the extent consistent with the standard of reasonable care and skill ordinarily used and exercised by Contractors such as CONTRACTOR in performing work for projects of the same type, kind, nature, complexity and size as the Project and Work covered by this Contract, and as otherwise not inherent in the quality required or permitted; and that the Work will conform to the requirements of this Contract. CONTRACTOR warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the date of Substantial Completion ("Warranty Period").

   Nothing in the warranties provided herein are intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section. Upon expiration of the Warranty Period, CONTRACTOR will assign the rights to any manufacturer's warranty and all other rights against manufacturers of materials and equipment and Owner accepts such assignment for all materials and equipment incorporated into the Work. CONTRACTOR will provide the Owner with all manufacturers' warranties upon expiration of the Warranty Period.

8. **CONCEALED OR UNKNOWN CONDITIONS.** Should concealed or unknown subsurface conditions be encountered in an existing structure during the performance of CONTRACTOR's Work that are of an unusual nature, differing materially from those ordinarily encountered and not generally recognized as inherent in work of the character provided for in this Contract, the Contract Price may be equitably adjusted upon claim by the CONTRACTOR for any increased costs.

9. **OWNER SCOPE MODIFICATIONS**. CONTRACTOR agrees not to seek any change orders for additional costs incurred in performing the services set forth in the Scope of Work described in the attached Exhibit A. However, in the event that the Owner modifies the Scope of Work and directs CONTRACTOR to perform any additional or extra work outside the Scope of Work as set forth herein, the Contract Price and Contract Time shall be adjusted accordingly.

10. **MATERIALS.** All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards.

11. **TAXES, PERMITS, AND FEES**. The Owner shall be responsible for obtaining all permits and related permit fees associated with the Work as required by the local Regional Office of Education (ROE). Any permits and related permit fees associated with the Work required by governing bodies outside the ROE will be the responsibility of the Owner. CONTRACTOR shall pay sales, consumer, use, and other similar taxes and shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution. The Owner shall be responsible for securing any necessary approvals, easements, assessments, utility changes, or zoning changes and shall be responsible for real estate and personal property taxes where applicable..

12. **OWNER PROJECT CRITERIA.** In the event that Owner furnishes any criteria or design requirements, such as conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements for the Project which may describe the Owner's program requirements and objectives for the Project, including but not limited to the character, scope, use, space, price, time and scheduling requirements, relationships, forms, size and appearance of the Project, site and expandability requirements, materials and systems and, in general, their quality levels, performance standards, requirements or criteria, and major equipment layouts, submittal requirements and other requirements governing CONTRACTOR's Work (defined herein collectively as "Owner Project Criteria"), then CONTRACTOR shall have the right to rely on the information contained in the Owner's Project Criteria in performance of the Work, including the preparation of any drawings, plans and specifications. Notwithstanding any other provision herein, CONTRACTOR shall not be relieved from the responsibility and obligation to comply with all governing codes, OSHA requirements, means and methods of construction, and other industry standards for good practice.

13. **OWNER SERVICES AND INFORMATION.** Upon reasonable request from CONTRACTOR, Owner shall provide, at its own cost and expense, for CONTRACTOR's information and use in connection with this Contract the following, all of which CONTRACTOR is entitled to rely upon in performing the Work: (1) Surveys describing the Premises, boundaries, topography and reference points for use during construction, including existing service and utility lines; (2) Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site; (3) Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper construction of the Project and enable CONTRACTOR to perform the Work; (4) A legal description of the site; (5) To the extent available, as-built and record drawings of any existing structures at the Site; (6) To the extent available, environmental, energy, and or utility studies, reports and impact statements describing the structural and mechanical systems, chemical, air and water pollution and environmental conditions, including Hazardous Conditions, in existence at the Site; and (7) any other mutually agreed upon services and information.

14. **OWNER REPRESENTATIONS.** Owner represents, warrants and agrees that (i) it has obtained any consents, approvals, permissions and easements necessary for the work, excluding state and local permits and design releases being furnished by CONTRACTOR pursuant to Paragraph 11, and has furnished all bonds or financial security called for by governmental authorities; (ii) job and site conditions are such that the work is ready to be started in normal course; (iii) if the work is dependent upon or is to be undertaken in conjunction with other work, such other work shall be performed so as to permit CONTRACTOR to perform the work without unusual or extraordinary effort or cost and in a normal uninterrupted single shift operation; and (iv) it is the owner of the site.

15. **CLEANUP**. CONTRACTOR shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, CONTRACTOR shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials. CONTRACTOR agrees at all times to keep the job site clean of debris arising out of its own operations. CONTRACTOR shall not leave any equipment, machinery, or materials overnight on the Premises except with the prior written permission of Owner, and Owner shall have no liability or responsibility for the safety or condition of said equipment, machinery or materials. Any equipment or machinery left unattended shall be locked or otherwise secured by CONTRACTOR.

16. **SAFETY**. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property and CONTRACTOR shall take all necessary measures to implement and monitor reasonable safety precautions and programs to guard against injury, losses, damages or accidents resulting from the performance of the Work by CONTRACTOR or any of CONTRACTOR's subcontractors, suppliers or second or third tier subcontractors and suppliers. CONTRACTOR's responsibility for safety under this Section is not intended in any way to relieve any of CONTRACTOR's subcontractors, suppliers or second or third tier subcontractors and suppliers of their own legal obligations and responsibility for complying with any applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property, and for taking all necessary measures to implement and monitor reasonable safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

17. **HAZARDOUS MATERIALS**.

(a) CONTRACTOR agrees to indemnify, defend (with counsel reasonably acceptable to Owner) and hold harmless Owner, its successors and assigns, its elected and appointed officials and officers, employees, agents, volunteers, and legal representatives (collectively, the "Owner Group"), from and

against any suits, causes of action (whether asserted under Environmental Laws or at common law), damages (including, but not limited to, consequential damages), losses, claims, demands, injuries, liens, costs and expenses of any kind, including without limitation court costs, reasonable attorneys' and consultants' fees, arising out of or in any way related to any of the following: any breach by the CONTRACTOR, its employees, agents, contractors, subcontractors, licensees and invitees (collectively, "CONTRACTOR Group"), or any of them, of any covenants or representations set forth in this subparagraph; any violation by the CONTRACTOR Group, or any of them, of any Environmental Laws; the presence, release or threatened release of any Hazardous Materials in, at, on or beneath the Premises or any adjoining property of the Owner, provided that such presence, release or threatened release of Hazardous Materials is not due solely to Owner's actions. If, during the performance of any work by a CONTRACTOR hereunder, the CONTRACTOR becomes aware that soil, groundwater, or other material on, within or under Owner's property is contaminated by any Hazardous Materials, the CONTRACTOR shall notify Owner and the CONTRACTOR shall immediately secure the work area, at the CONTRACTOR's cost, in such a manner as to adequately protect the public safety.

(b) As used in this Agreement, the term "Hazardous Materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous or harmful to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United State Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) biohazardous waste (v) designated as "hazardous substances" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321) or listed pursuant to Section 307 of the Federal Water Pollution Control Act (33 U.S.C. §1317), (vi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 *et seq*. or (vii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation.

(c) As used in this Agreement "Environmental Laws" means all federal, provincial, state and local environmental statutes, laws, rules, regulations, ordinances, judicial or administrative decrees, orders or decisions, authorizations or permits, and common law, including, but not limited to, the Resources Conservation and Recovery Act, 42 U.S.C. §§6901, et seq., the Clean Air Act, 42 U.S.C. §§7401, *et seq*., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, *et seq*., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§1101, *et seq*., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, *et seq*., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., the National Environmental Policy Act, 42 U.S.C. §§4321 *et seq*., the Safe Drinking Water Act, 42 U.S.C. §§300 (f) *et seq*., the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq*. or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto.

(d) With respect to all activities of the CONTRACTOR Group, or any of them, on the Premises, CONTRACTOR shall be responsible for ensuring that each member of the CONTRACTOR Group shall: (i) at its own expense comply with all Environmental Laws; (ii) not consent to or authorize the presence of any Hazardous Materials on the Premises; (iii) not take any action that would subject the Premises to permit requirements under RCRA or any other Environmental Laws for storage, treatment or disposal of Hazardous Materials; (iv) not dispose of Hazardous Materials in any trash receptacles provided by Owner on the Premises; (v) not discharge Hazardous Materials into drains or sewers; (vi) not install any underground storage tanks or other facilities containing Hazardous Materials on the Premises; (vii) not cause or allow the release of any Hazardous Materials on, to or from the Premises; (viii) at its own cost arrange for the lawful transportation and off-site disposal of all

Hazardous Materials that it generates; and (ix) upon the termination or expiration of the Agreement, remove any Hazardous Materials it used at or brought to the Premises in accordance with all requirements of applicable law.

(e) CONTRACTOR acknowledges that Owner may incur costs as a result of a change in Environmental Laws. CONTRACTOR agrees that any such costs incurred by Owner for complying with such new laws which are due to the CONTRACTOR's use and occupancy of the Premises shall be an expense recoverable by Owner. To the extent any such expense paid by a CONTRACTOR is subsequently recovered by or reimbursed to Owner through insurance or recovery from responsible third parties or other action, the CONTRACTOR shall be entitled to its proportionate share of such recovery or reimbursement.

(f) CONTRACTOR shall provide Owner with written notice (i) upon CONTRACTOR's obtaining knowledge of any potential or known violations of applicable Environmental Laws or the release or threat of release of any Hazardous Materials affecting the Premises, or (ii) of CONTRACTOR's receipt of any notice, correspondence, demands or communication of any nature from any governmental authority related to any alleged or actual violation of any Environmental Laws affecting the.

(g) CONTRACTOR's obligations under this Section 17 shall survive the termination of this Agreement.

18. **CONTRACTOR INSURANCE**. Prior to commencing the Work, CONTRACTOR shall provide a certificate of insurance and endorsements naming Owner as an additional insured to the Owner showing its insurance coverage, and CONTRACTOR shall maintain such insurance in full force and effect at all times until the Work has been completed, in the following minimum amounts:

COVERAGES	LIMITS OF LIABILITY
Commercial General Liability	
> General Aggregate	$ 2,000,000
> Product & Completed Operations Aggregate	$ 2,000,000
> Personal & Advertising Injury	$ 1,000,000
> Each Occurrence	$ 1,000,000
> Automobile Liability- Each Occurrence	$ 1,000,000
> Workers Compensation	$500,000/$500,000/$500,000
> Umbrella Policy in addition to individual coverage	$10,000,000.

The Owner and its elected and appointed officials, officers, employees, and agents shall be an additional insured on the CONTRACTOR's primary and excess insurance policies for all insurance obtained by CONTRACTOR. The additional insured coverage shall be primary and non-contributory as to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or policy limits not more than the amounts required under this Contract.

The insurance carriers shall have no right of subrogation against Owner and its consultants and their respective officers, directors, consultants, agents, and employees, and CONTRACTOR shall obtain from each of its subcontractors a waiver of subrogation on all insurance coverages required, including Commercial General Liability, Workers Compensation, Employers Liability and Automobile Liability, in favor of the parties identified herein with respect to losses arising out of or in connection with the Work on the Project.

19. **BONDS.** Prior to commencement of the Work, CONTRACTOR shall execute and deliver to Owner a 100% Performance Bond and 100% Payment Bond in an amount equal to the full Contract Price at the time this Contract is executed. The bond will be written with a company licensed to transact business in the State where the work is located and has a minimum A.M. Best Rating of A VII.

20. **INDEMNIFICATION.** CONTRACTOR, to the fullest extent permitted by law, shall indemnify and hold harmless Owner, its officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction but only to the extent resulting from the negligent acts or omissions of CONTRACTOR or its subcontractors or suppliers, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable. Any such indemnification obligation of CONTRACTOR shall be excused or discharged to the extent that the claim, damage, loss and expense, or event giving rise to the demand for indemnification, defense and hold harmless is caused in whole by the acts or omissions of the Owner.

21. **EVENTS OF DEFAULT.**

(a) By Owner. The term Event of Default, as used in this Contract with respect to Owner, means the occurrence of any one of more of the following events: (i) Owner fails to make any payment as it becomes due in accordance with the terms of this Contract, and any such failure continues for twenty (20) days after the written notice thereof by CONTRACTOR; (ii) Owner fails to perform or observe any other material covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by CONTRACTOR; (iii) the discovery by CONTRACTOR that any material statement, representation or warranty made by Owner, legal, financial or otherwise, in this Contract or in any document ever delivered by Owner pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect.

(b) By CONTRACTOR. The term Event of Default, as used in this Contract with respect to CONTRACTOR, means the occurrence of any one or more of the following events: (i) CONTRACTOR's failure to perform its obligations in the manner and within the time prescribed by the terms of the Contract subject to the provisions of Paragraph No. 6; (ii) failure to repair or replace defective equipment, material or workmanship within the Warranty Period within sixty (60) days after receipt of notice from the Owner; (iii) CONTRACTOR fails to perform or observe any material covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Owner; or (iv) the discovery by Owner that any material statement, representation or warranty made by CONTRACTOR, legal, financial or otherwise, in this Contract or in any document ever delivered by CONTRACTOR pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect.

22. **REMEDIES.** Upon the occurrence of an Event of Default, either party may, at its option, exercise any right, remedy, or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate action to enforce the terms of this Contract, (ii) recover damage for the breach of this Contract, and (iii) rescind this Contract as to any or all of the Work. In addition, the parties shall remain liable for all covenants and indemnities under this Contract, and for reasonable attorney fees and other reasonable costs and expenses, including reasonable court costs, incurred with respect to the enforcement of any of the remedies listed above or any other remedy available to either party to this Contract pursuant to Paragraphs 17, 20, 24 and 29 of this Contract.

23. **TERMINATION.** Owner may terminate this Contract at any time, in whole or in part, with or without cause, upon written notice to CONTRACTOR. If this Agreement is terminated by the Owner for cause, including but not limited to the CONTRACTOR's breach of any provision of this Contract,

Owner shall have no further obligation to make payments to CONTRACTOR for Work completed, and CONTRACTOR shall be liable to the Owner for any increase in cost incurred by the Owner in completing the Work. If this Agreement is terminated by Owner for convenience, CONTRACTOR shall be paid for Work properly completed prior to termination. Regardless of whether Owner exercises its right of termination, CONTRACTOR hereby waives any and all claims for lost profits, and for any other consequential or incidental damages.

24. **ENFORCEMENT OF CONTRACT.** In the event that either party is required to enforce any of the terms and conditions of this Contract, or is entitled to recover from the other party any damages or moneys related to this Contract, then the successful party shall be entitled to recover its reasonable attorney fees and costs incurred to enforce the terms of this Contract as well as reasonable court costs.

25. **MODIFICATIONS.** Additions, deletions, and modifications to the Contract may be made upon the mutual written agreement of the parties. Such additions may include proposals from CONTRACTOR for additional Work.

26. **NOTICES.**. Notice or other writings which either party is required to, or may wish to, serve upon the other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

    If to CONTRACTOR:

    _____
    _____
    _____

    If to Owner:

    _____
    _____
    _____

    or to such other address, or additional parties, as either party may from time to time designate in a written notice to the other party. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

27. **WAIVER**. No action or failure to act by the Owner or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

28. **SEVERABILITY**. Every provision of the Contract is intended to be severable such that, if any term or provision hereof is illegal or invalid for any reason whatsoever, such prevision shall be severed from the Contract and shall not affect the validity of the remainder of the Contract.

29. **CONTROLLING LAW.** This Contract, and all matters arising out of or relating to it, shall be governed by and construed in accordance with the law of the State of Illinois. Venue and forum for any action or proceeding shall be Will County, Illinois.

    (a) CONTRACTOR is and shall remain in compliance with all local, state and federal laws, ordinances, and regulations relating to this Agreement. Further, CONTRACTOR is and shall remain in compliance with all Owner policies and rules that affect CONTRACTOR's Work;

(b) The Work required by law or by this Agreement to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline;

(c) CONTRACTOR warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Work and perform all obligations under this Agreement;

(d) CONTRACTOR is not barred from entering into this contract by Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4);

(e) CONTRACTOR certifies that CONTRACTOR will provide a drug-free workplace in compliance with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.), including provision of providing notifications, imposing sanctions, providing assistance with counseling, and complying with all other requirements of said Act;

(f) CONTRACTOR certifies that it will abide by all requirements of the Illinois Criminal Code, including but not limited to Section 33E-9, in relation to change orders which shall increase or decrease the Agreement cost by $10,000.00 or more or the time of completion by thirty (30) days or more of the Agreement executed with Owner; and

(g) CONTRACTOR understands and acknowledges that its Work, in whole or in part, will be performed on public school property where there may be direct, daily contact with school students. CONTRACTOR further understands and acknowledges that the State of Illinois requires that all employees of vendors, licensees, Contractors or others having direct, daily contact with students are subject to a criminal background check and may not be listed on the State Sex Offender Registry. Prior to allowing any of its employees who will be performing the scope of work access to school property, CONTRACTOR agrees to provide Owner, at the sole cost of CONTRACTOR with the following:

(1) Evidence that each employee, agent, Contractor or other person performing work on school property under this Agreement was subjected to a criminal background check in conformity with 105 ILCS 5/10-21.9; that said persons are not listed on said Registry; and said persons have no criminal convictions for the offenses listed under 105 ILCS 5/10-21.9;

(2) CONTRACTOR will provide Owner, upon request, a copy of the criminal background check conducted on each such person.

In the event CONTRACTOR plans to subcontract with or use the services of another person or firm that may have direct, daily contact with students on school property, in order to fulfill its obligations under its Agreement with Owner then in that event CONTRACTOR will require all such persons or firms to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9.

In the event CONTRACTOR fails to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by a student for harm caused by an employee of CONTRACTOR, or caused by an employee of a subcontractor to CONTRACTOR, then in that event CONTRACTOR agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, Owner against any such claims.

(h) CONTRACTOR shall provide Owner with a list of subcontractors and each subcontractor's contact information to whom it plans to subcontract with or use the services

of as well as any other person or firm that may have direct or indirect contact with students in accordance with the Student Online Personal Protection Act, 105 ILCS 85 *et seq*.

30. **MISCELLANEOUS**.

a. CONTRACTOR and its subcontractors shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement including without limitation Workmen's Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours, and, without limitation, such other laws and regulations as are specifically described below ("Applicable Laws"). Additionally, CONTRACTOR and subcontractor shall comply with any amendments to such Federal, State and local laws, statutes, ordinances, rules and regulations that are enacted thereafter during the performance of the Work and under the Agreement. In the event that an amendment to the Applicable Laws subsequent to the date of this Contract shall require a change in the work required by this Contract, the Owner and CONTRACTOR shall reasonably agree to a Contract price increase to compensate CONTRACTOR for such additional work.

b. Audit and Document Retention. CONTRACTOR shall furnish Owner with such information as may be requested relative to the progress, execution and costs of the Work. CONTRACTOR shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to CONTRACTOR's Work under the Agreement. All records referenced above shall be retained for ten (10) years after completion of the Work and shall be subject to inspection and audit by Owner. CONTRACTOR shall include in all subcontractor agreements for the Work, provisions requiring subcontractors to maintain the above-described records and allowing Owner the same right to inspect and audit said records as set forth herein.

c. CONTRACTOR agrees to comply with and acknowledges that this agreement is subject to and governed by the Illinois Prevailing Wage Act (820 ILCS 130/0.01). CONTRACTOR shall ensure that any subcontractors shall comply with the Illinois Prevailing Wage Act. It shall be mandatory upon CONTRACTOR and upon any subcontractors to pay all laborers, workers, and mechanics employed by them not less than the prevailing wages in the locality for each craft or type of worker or mechanic needed to perform such work and the general prevailing rate for legal holidays and overtime work as ascertained by the Illinois Department of Labor and pursuant to Illinois law and statutes. To the extent that there are any violations of the Prevailing Wage Act and any demands are made upon CONTRACTOR or Owner or by any employee of CONTRACTOR or a subcontractor performing work on the Work, CONTRACTOR or the particular subcontractor and CONTRACTOR shall be responsible for addressing and resolving such claim.

CONTRACTOR and each subcontractor shall (1) make and keep, for a period not less than ten (10) years, records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day; and (2) submit monthly, in person, by mail, or electronically a certified payroll to Owner. The certified payroll shall consist of a complete copy of the records identified in the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by CONTRACTOR and/or Subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) CONTRACTOR and/or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. CONTRACTOR is not prohibited from relying on the certification of a lower tier subcontractor,

provided CONTRACTOR does not knowingly rely upon a subcontractor's false certification. Any CONTRACTOR and/or subcontractor subject to the Prevailing Wage Act who fails to submit a certified payroll or knowingly files a false certified payroll is in violation of this Section and the Prevailing Wage Act and guilty of a Class B misdemeanor. The records submitted in accordance with the Prevailing Wage Act herein shall be considered public records, except an employee's address, telephone number, and social security number, and made available in accordance with the Freedom of Information Act. Upon two (2) business days' notice, CONTRACTOR and each subcontractor shall make available for inspection the records identified in the Prevailing Wage Act to Owner, its officers and agents, and to the Director of Labor and his deputies and agents. Upon seven (7) business days' notice, CONTRACTOR and each subcontractor shall make such records available at all reasonable hours at a location within the State of Illinois.

d. CONTRACTOR acknowledges that the contract is subject to and governed by the rules and regulations of the Illinois Human Rights Act (the "Human Rights Act"), including the mandatory provisions that CONTRACTOR have in place written sexual harassment policies that shall include, at minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigation and complaint process available through the Department and the Commission; and (vii) protection against retaliation as provided by Section 6-101 of said Act and that it has a written sexual harassment policy in place in full compliance with Section 105(A)(4) of the Human Rights Act, 775 ILCS 5/2-105(A)(4). CONTRACTOR agrees to fully comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. CONTRACTOR further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. Section 12101 et seq., and rules and regulations promulgated thereunder. CONTRACTOR shall be required to comply with the provisions of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, to the extent they are applicable under the law. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, marital status, national origin or ancestry, age, citizenship, physical or mental handicap or disability, military status, unfavorable discharge from military service or arrest record status; and further agrees that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

e. CONTRACTOR shall be responsible for taking appropriate safety measures, including, but not limited to, fencing construction areas, to limit exposure of students, staff and other users to increased risk for injury as a result of the Work. CONTRACTOR shall promptly repair and restore Owner's property to its preexisting condition.

f. CONTRACTOR represents and certifies that, to the best of its knowledge, (1) no Owner employee or agent is interested in the business of CONTRACTOR or this Agreement; (2) as of the date of this Agreement neither CONTRACTOR nor any person employed or associated with CONTRACTOR has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither CONTRACTOR nor any person employed by or associated with CONTRACTOR shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

g. Nothing contained in this Agreement shall constitute a waiver by Owner of any right, privilege or defense available to Owner under statutory or common law, including, but not limited to,

the Illinois Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq*., as amended).

h. CONTRACTOR agrees to furnish all documentation related to this Agreement, and any documentation related to Owner required under an Illinois Freedom of Information Act (5 ILCS 140/1 *et seq*.) ("FOIA") request within five (5) days after Owner issues notice of such request to CONTRACTOR. CONTRACTOR agrees to defend, indemnify and hold harmless Owner, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorneys' and witness fees, filing fees and any other expenses) for Owner to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR's actual or alleged violation of FOIA or CONTRACTOR's failure to furnish all documentation related to a request within five (5) days after Owner issues notice of a request for same.

i. CONTRACTOR agrees and acknowledges that CONTRACTOR, CONTRACTOR's employees and CONTRACTOR's agents are, and shall remain, independent contractors throughout the term of this Agreement and are not employees or agents of Owner. CONTRACTOR agrees that it or its employees are not and will not become employees, agents, or officers of Owner while this Agreement is in effect. CONTRACTOR agrees that nothing in this Agreement shall be construed as creating any employment relationship between CONTRACTOR and Owner, and thus, by operation of this Agreement, CONTRACTOR does not acquire any rights as to CONTRACTOR under the provisions of the Illinois Human Rights Act, the Illinois Workers' Compensation Act or any similar federal, state, or local statute or ordinance covering employees. CONTRACTOR further agrees that by operation of this Agreement, it has not become covered by Owner's insurance coverage and is responsible for all costs which CONTRACTOR may incur in connection with any and all injuries suffered by CONTRACTOR, employees or agents in performance of this Agreement.

j. Notwithstanding any provision herein to the contrary, this Agreement is entered into solely for the benefit of the contracting parties, and nothing in this 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 Agreement or to acknowledge, establish or impose any legal duty to any third party. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against CONTRACTOR and/or Owner.

MIDWEST MECHANICAL GROUP, LLC
_____
_____

By:_____

Its:_____

ATTEST:_____

Its:_____

Date:_____

Park Ridge Niles CCSD 64
164 S Prospect Ave.
Park Ridge, Illinois 60068

By:_____

Its:_____

ATTEST:_____

Its:_____

Date:_____

Exhibit A
CONTRACTOR Scope of Work

Midwest Mechanical proposes to upgrade the existing HVAC systems at **Jefferson School**. The basis of mechanical design is a four pipe heating and cooling system with a hot water heating plant and chilled water cooling plant. Dedicated outdoor air system will be provide ventilation to the fan coils. New package roof top air handling units will serve the existing gymnasium area and new board and professional development room. The proposed scope of work includes the following:

General

- Provide Mechanical, Electrical and Plumbing (MEP) engineering and necessary stamped engineering drawings for associated scope listed below. Engineering design and drawings will be coordinated with the District and District's architect, StudioGC.
- *All permits and any associated costs by others. (Permitting through the ROE by StudioGC).*
- Provide all necessary Project and Construction Management and coordinate all site activities associated with the project.
- Provide floor protection of staging and work areas as required. Areas used for staging to store and prep new equipment prior to installation will be coordinated with the District prior to the start of construction.
- Provide off-site disposal for demolished HVAC equipment and ceiling, walls, and associated material scheduled for demolition.
- Fill and vent new sections of hydronic systems.
- Provide air side and hydronic balancing of new HVAC systems as described below.
- Provide necessary technical check-out, start-up, commissioning and testing of new equipment to ensure proper operation.
- Provide support to the District in obtaining applicable utility incentives based on the HVAC energy efficiency upgrades.
- Provide project close-out paperwork including warranty letters, as-built drawings and Operations and Maintenance manuals on all new equipment.
- Provide removal and reinstallation of ceilings as required for associated piping, sheet metal and electrical work. Ceiling tile damaged during construction will be replaced. New ceiling tile will be *Armstrong 985s type* to conform to the District standard.
- Major equipment and material such as air handling units, rooftop units, pumps, and controls will conform to District standards. Equipment selections to be submitted to the District prior to equipment and material order.
- Moving, off-site storage, protection, security, and cleaning of existing building furnishings, equipment, computer systems and educational materials will be the responsibility of the District.
- *HVAC equipment listed below will be purchased separately unless otherwise noted*.

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Heating Plant Replacement

Design, furnish and install new hot water heating plant as described below:

- Remove existing boilers, distribution pumps, air separator, expansion tank, breaching, and associated piping and specialties located in the boiler mechanical room.
- Install two (2) new high efficiency hot water boilers. New boiler plant to be located in the existing boiler mechanical room.
- Provide gas train to new boilers.
- Provide rigging to set new boilers in the boiler room.
- Provide new housekeeping pads for new boilers.
- Provide new boiler combustion air intakes and flues within boiler mechanical room.
- Install new variable primary pumping system with two (2) distribution pumps.
- Provide new hot water piping in the boiler mechanical room for variable primary piping arrangement and connection to the new hot water distribution piping.
- Provide chemical pot feeder and air control system including air separator and expansion tank. Ongoing chemical treatment by the District.
- Provide coring, cutting, and patching as required.
- Provide all piping hangers, valves, and specialties.
- Provide piping insulation and pipe markers.
- Provide digital controls for new heating plant.
- Provide electrical work as detailed below:
  - Disconnect power feed to boilers and pumps.
  - Provide power feed to two (2) new hot water boilers and two (2) circulating pumps. Provide circuit breakers and local disconnects as required.
  - Provide variable frequency drive speed control on new pumps.
  - Provide new boiler kill switch near two entries of the boiler mechanical room.
- Provide balancing as described below:
  - Provide hydronic balancing for new hot water pumps.
- Provide new primary distribution piping to new fan coil units throughout the building. Piping will be routed above new drop ceilings.
- Existing hydronic piping in walls, tunnels, and crawl spaces will be abandon in place. Existing piping above ceilings will be removed as required to accommodate new installation work.

New Cooling Plant

Design, furnish and install new chilled water cooling plant as described below:

- Install one (1) new chiller with integral pumping system. Chiller to be located on grade outside the existing boiler mechanical room.
- Provide concrete housekeeping pad for new chiller.
- Provide crane rigging to set new chiller.
- Provide new chilled water piping from chiller to new fan coil units throughout the building. Piping will be routed above new drop ceilings.
- Provide chemical pot feeder and air control system including air separator and expansion tank. Ongoing chemical treatment by the District.
- Provide40% propylene glycol fill.
- Provide coring, cutting, and patching as required.
- Provide all piping hangers, supports, valves, and specialties.
- Provide piping insulation and pipe markers.
- Provide digital controls for new cooling plant.
- Provide electrical work as detailed below:
  - Provide power feed to one (1) new chiller and integral distribution pumps. Provide circuit breakers and local disconnects.
  - Provide variable frequency drive speed control on pumps.
- Provide hydronic balancing for new chilled water pumps.

New Dedicated Outdoor Air Systems (DOAS)

Design, furnish and install new dedicated outdoor air system (DOAS) rooftop units to provide ventilation to the new District Office and Academic areas of the building as described below:

- Remove existing ceiling hung air handling unit and associated ductwork located above the hallway ceilings.
- Install two (2) new package DOAS units with DX cooling and gas fired heat. One new unit to be located on the roof above the district office area and one new unit to be located on the roof above the academic area. Units will be supplied with factory mounted controls with BACnet interface.
- Provide new roof curbs and tie into existing roofing system as required.
- Provide new supply and return ductwork. Ductwork mains will be located above the new drop ceiling in the hallway and distributed to the new fan coil units.
- Provide new gas supply to new roof top units.
- Provide coring, cutting, and patching as required.
- Provide crane, rigging, and scaffolding as required.
- Provide tie into digital control system.
- Provide electrical work as detailed below:
  - Provide power feed to new rooftop unit. Provide circuit breakers and local disconnects as required.
- Provide balancing as described below:
  - Provide air balancing to new rooftop units.

New Fan Coil Units

Design, furnish and install new fan coil units to provide heating, cooling and ventilation to the new District Office and Academic areas of the building as described below:

- Remove existing fin tube radiators, cabinet heaters, unit ventilators and associated exposed hydronic piping located in the new District Office and Academic areas.
- Install fifty nine (59) new package fan coil units with hot water heating coil and chilled water cooling coil. Units will be supplied with factory mounted controls with BACnet interface. Units will be located above the new ceiling in the corridors where possible.
- Provide new sheet metal supply and return ductwork to serve associated areas.
- Provide hot water and chilled water distribution piping and connect to new fan coil units.
- Provide new supply and return outlets and transfers as required
- Provide new condensate piping for each fan coil unit. Condensate piping will be routed to a common header and tied in to nearest drain as required.
- Provide coring, cutting, and patching as required.
- Provide rigging, and scaffolding as required.
- Provide tie into digital control system.
- Provide electrical work as detailed below:
  - Provide power feed to new fan coil units. Provide circuit breakers and local disconnects as required.
- Provide balancing as described below:
  - Provide hydronic and air balancing to new fan coil units.

Gym RTU

Design, furnish and install new constant volume rooftop air handling systems for the Gymnasium as described below.

- Remove existing rooftop air handling unit serving the gym located on the roof. Refrigerant will be captured and properly disposed.
- Install new package rooftop air handling units with DX cooling and gas heat. New unit to be located on the roof near the gym. New unit will contain DX cooling, gas heat, supply and return fans, economizer section and CO2 demand control ventilation capability. Unit will be supplied with factory mounted controls with BACnet interface.
- Provide crane rigging to remove existing and set new rooftop air handling units.
- Provide new roof curb and tie into existing roofing system as required.

- Existing distribution ductwork in the space will remain and be reused.
- Reconnect gas lines to new unit.
- Provide digital controls to air handling unit and tie into digital control system.
- Provide electrical work as detailed below:
    - Disconnect power feed to one existing air handling unit.
    - Provide power feed to new air handling units.
- Provide air balancing for air handling unit. Balancing will take place at the unit.

New Board Room / Professional Development RTU

Design, furnish and install new variable volume and temperature VVT rooftop air handling systems for the Board Room / Professional Development as described below.

- Remove existing unit and associated ductwork located above the hallway ceiling currently serving the auditorium.
- Install new package rooftop air handling units with DX cooling and gas heat. New unit to be located roof above the hall adjacent to the new Board Room. New unit will contain DX cooling, gas heat, supply and return fans, economizer section and CO2 demand control ventilation capability. Unit will be supplied with factory mounted controls with BACnet interface.
- Provide crane rigging to remove existing and set new rooftop air handling units.
- Provide new roof curb and tie into existing roofing system as required.
- Provide three (3) new VVT boxes.
- Provide new sheet metal supply and return ductwork to serve associated areas.
- Provide new supply and return outlets and transfers as required
- Provide gas lines to new unit.
- Provide digital controls to rooftop air handling unit and VVT boxes and tie into digital control system.
- Provide electrical work as detailed below:
    - Disconnect power feed to one existing air handling unit.
    - Provide power feed to new rooftop air handling unit and VVT boxes
- Provide air balancing for air handling unit and VVT boxes.

New Exhaust Fan Systems

Design, furnish and install new exhaust fan systems as described below.

- Remove existing exhaust fans system through the building.
- Provide thee (3) new exhaust fan systems.
- Provide rigging, and scaffolding as required to set new units.
- Provide new roof curbs and tie into existing roofing system as required.
- Provide new sheet metal ductwork serve associated areas.
- Provide new supply and return outlets and transfers as required.
- Gang restrooms will be tied into digital control system. Exhaust fans service single occupant restrooms will have local control and not tied into digital control system.
- Provide electrical work as detailed below:
    - Disconnect power feed to existing exhaust fans being removed.
    - Provide power feed to new exhaust fans.

Building Automation System Solution

Provide new digital control Building Automation System by *Syserco* as described below:

General:

- Installation of (1) Alerton ACM global controller with power supply, and network switch.
- Provide Compass Enterprise software and server
- Provide graphics, alarming, trending, and schedule on the New Energy Management System
- Provide start-up and functional testing for New Energy Management System.

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- Provide engineering and submittal package for the New Energy Management System.
- Provide project management for the New Energy Management System.
- Provide (16) hours of owner/operator training in increments of 4 hours for the Energy Management System. This includes training after completion of commissioning and prior to the end of warranty period.
- Provide (40) Hours Commissioning Agent support.

DDC Control of the following:

Boiler Heating Hot Water Quantity of 2:
- DDC panel with controller for loose components
- Network connection (BACnet MS/TP)
- Outside Air Temp
- Outside Air Humidity
- Hot Water Supply Temp
- Hot Water Return Temp
- Hot Water Differential Pressure
- HHW Minimum Flow Bypass Valve Command
- HHW Minimum Flow Bypass Valve Feedback
- Heating Hot Water Flow
- Boiler BACnet Interface (BACnet MS/TP)
- Hot Water Pump Start/Stop Qty of 2
- Hot Water Pump Status Qty of 2

Air Cooled Chiller Quantity of 1:
- DDC panel with controller
- Network connection (BACnet MS/TP)
- Air Cooled Chiller with BACnet Interface
- Chiller Start/Stop
- Chiller Status
- Chiller Alarm
- Chiller Isolation Valve
- Chilled Water Supply Temp
- Chilled Water Temp
- Outside Air Temp
- Chilled Water Pump Start/Stop Qty of 2
- Chilled Water Pump Status Qty of 2

Provide DDC control wiring for DOAS Units Quantity of 2:
- Integrate to packaged control panel via BACnet MS/TP for BAS Control
- Hardwire Enable/Disable, Status, Alarm monitoring on BAS
- Mount and wire loose components provided by DOAS manufacturer
- Unit manufacturer to provide control panel, sensors and programming required to meet sequence of operation specified

Fan Coil Unit with Outside Air Quantity of 59:
- DDC panel with controller
- Network connection (BACnet MS/TP)
- Supply Fan Start/Stop
- Supply Fan Status
- Chilled Water Valve
- Space Temp (supplied with Fan Coil unit)
- Supply Air Temp

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- Outside Air Damper

RTU Unit Quantity of 2:
- Unit to be furnished with factory controls and BACnet MS/TP interface (1 interface) and Supply Fan VFD BACnet MS/TP (1 interface). Incorporate into Alerton DDC system using BACnet MS/TP.
- Following items will be field mounted
    - Network connection (BACnet MS/TP)
    - Room Temp Sensor
    - Supply Fan VFD (BACnet MS/TP)

Exhaust Fans Quantity of 3:
- DDC panel with controller
- Network connection (BACnet IP)
- Exhaust Fan Start/Stop
- Exhaust Fan Status

Electrical Upgrade
Design, furnish and install new electrical service for Jefferson School as described below:

New Service
- *New utility transformer furnished and installed by power utility company*.
- Provide new transformer pad, grounding and ancillary hardware for a complete and operating system. New transformer to be located on grade outside the existing boiler mechanical room.
- Provide new primary utility feeder to feed new utility transformer.
- Provide (2) 5”C (Schedule 80 PVC concrete encased in 2” envelope per utility requirements) to utility point of service from the transformer. *Primary conductors provided by power utility company*.
- Provide new 1600A secondary service feeder to feed new switchboard from utility transformer: Four (4) sets of 4#600KCMIL, 4” HWG.

New Service Equipment
- Provide new 1600A, 208/120V, 3 phase, 4W switchboard with 1600amp utility CT and main circuit breaker section and a 1600A distribution section. Switchboard shall be rated 100K AIC.
- Provide new housekeeping pad for new service panel
- Provide new walls for electrical room for new service equipment. New room will be built and located in existing boiler mechanical room.
- Modify existing boiler mechanical exterior access ramp as required.

New Distribution for HVAC Equipment
- Provide feeder for new chiller, boilers, pumps, DOAS units, rooftop units, fan coils, and exhaust fans.
- Provide miscellaneous branch circuits for new HVAC loads as required for new work.
- Provide survey of existing panelboard to determine quantity, type (circuit breaker or fuse) and condition to determine if existing conduit can be reused for associated electrical work.

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Plumbing Upgrade
Design, furnish and install new Plumbing Systems for Jefferson School as described below. Locations (room numbers) and quantities for new fixtures based on design and layout by StudioGC.

New Toilet Rooms 57 and 63
- Extend existing 1 ½" cold, ¾" hot and ½" hot return from the existing corridor mains in the crawl to the new toilet rooms
- Tie drains into existing 4" sanitary sewer in the crawl space
- Install new in-wall piping for the new toilet rooms, including a vent to the roof
- Furnish and install (2) floor mount toilets with manual flush valves
- Furnish and install (2) wall hung lavs with manual faucets
- Install (2) floor drains, one for each bathroom
- Provide all necessary coring to complete the work
- All waste and vent piping to be cast iron No-Hub
- All water piping to be insulated copper L with pro-press fittings.
- Isolation valves installed in the crawl space
- Soldered joints for in-wall piping

New Classroom Toilet Rooms 35, 37 and 38
- Extend existing cold, hot and hot return from the existing corridor mains in the crawl to the new toilet rooms
- Tie drains into existing sanitary sewer in the crawl space
- Install new in-wall piping for the new toilet rooms, including a vent to the roof
- Furnish and install a single floor mount toilet with manual flush valves in each toilet room
- Furnish and install a single wall hung lav with manual faucets in each toilet room
- Install a floor drain for each bathroom
- Provide all necessary coring to complete the work
- All waste and vent piping to be cast iron No-Hub
- All water piping to be insulated copper L with pro-press fittings.
- Isolation valves installed in the crawl space
- Soldered joints for in-wall piping

New Board Room Toilet Rooms 70, 72
- Extend 2" cold, ¾" hot, and ½" hot return from the existing corridor mains in the crawl space to the new toilet rooms
- Install new 4" sanitary in the crawl space through the exterior wall and extend to the existing exterior 6" sanitary
- New in-wall piping for the toilet rooms with a vent out of the roof
- Furnish and Install (7) floor mount toilets with manual flush valves (two in the men's, and four in the women's)
- Furnish and Install (8) wall hung lavs with manual faucets (three in each toilet room)
- Furnish and Install (3) urinals with manual flush valves in the men's toilet room
- Furnish and Install (1) mop sink and faucet
- Install a floor drain in each bathroom
- Install (1) six gallon electric water heater
- Provide all necessary coring
- All waste and vent pipe to be Cast Iron No-Hub
- All water piping to be insulated copper L with pro-press fittings
- Isolation valves will be installed in the crawl space
- Soldered joints will be used for in-wall copper pipe

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New Hand Sink in Catering Room 68D

New electric water cooler near Room 67

Existing Remodeled Toilet Rooms 41, 42, 45, 46, 14, 15 and 16
- Install new floor drains in each room and connect to waste in crawl space
- Install vent piping in wall and connect to existing vent
- Includes all coring
- Waste and vent to be Cast Iron No-Hub
- Does not include trap primers
- Remove existing toilet and lav in each toilet room
- Modify existing lav waste for proper ADA height
- Replace the lav carrier and install new lav
- Install one new floor mount ADA toilet per room, each with manual flush valve

Replace all of the existing galvanized domestic water piping in the crawl space and in the walls of the single use toilet rooms.
- Remove all existing galvanized domestic water piping in the crawl space
- Install new copper pipe type L and pro-press fittings in the crawl space
- Install new copper pipe type I with solder joints in the toilet room walls

New sinks in Break room and Wellness rooms 32, 33
- Install new Waste, Vent and water piping
- (2) new sinks and faucets

New sinks in Learning Wall areas
- Install new Waste, Vent and water piping
- (7) new sinks and faucets

Renovate and modify remodeled Toilet Rooms 24, 25,
- 5) new toilets and flush valves
- (4) new lavs with faucets
- (1) urinal and flush valve
- (2) floor drains
- Rework of the existing inwall for new fixtures

Renovate and modify Toilet Rooms 52, 53
- (3) new toilets and flush valves
- (4) new lavs with faucets
- (1) urinal and flush valve
- (2) floor drains
- Rework of the existing inwall for new fixtures

Furnish and install new domestic hot water heater
- Remove existing domestic hot water heater boiler mechanical room.
- Disconnect and cap existing flue.
- Provide one (1) new domestic water heater and associated hydronic specialties
- Provide new combustion air intake and flue.
- Reconnect piping and electrical to the new heater.
- Start up and commissioning the new heater.

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Existing Roof Coating
Design, furnish and install new roof coating system on existing Jefferson School roof (approximately 55,000 sq-ft) as described below:

Roofing Repairs
- Repair existing splits/tears and failing patches as required.
- Remove all debris associated with scope of work.

Roofing Coating
- Pressure wash roof to remove dirt, dust and debris.
- Rinse roof with Progressive Materials P-120 EPDM rinse, per manufacturer's specifications.
- Provide and install new Progressive Materials FT500 Butyl Fleece Tape on all EPDM seams, per manufacturer's specifications.
- Provide and install new Progressive Materials HS-3200 coating, per manufacturer's specifications.
- Remove all debris associated with scope of work.
- *Provide manufacturers twenty (20) year warranty*.

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Demolition – Walls, Millwork, Ceilings
Provide demolition of walls, millwork, and ceiling systems as described below. Locations based on design and layout by StudioGC.

- Remove existing walls, millwork, and ceiling systems in hallways, classrooms, restrooms, and offices as required to accommodate construction and buildout of the Academic area, future Board Room / Professional Development area and future District Office area.

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Ceilings
Furnish and install new ceiling systems as described below. New layout and locations for new systems based on design and layout by StudioGC.

- Provide installation of new (lay-in type) ceiling and drywall type to accommodate project work. This includes new tile and grid in hallways, classrooms, restrooms, and hallway areas. No ceiling work is expected in Gym, Stage, Media Center / Library, Cafeteria, Kitchen, Boiler Room and Receiving areas. Ceiling tile will be Armstrong 985s type or approved alternate to conform to District standards.
- *Ceiling work in the Board Room / Professional Development area is not in scope and will be procured at a later time*.

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The proposed scope of work does not include the following:

1. The project does not include tax
2. Architectural analysis and design.
3. Structural engineering
4. Structural demolition or reconstruction to support the architectural improvements or associated activities
5. New walls of any kind outside the mechanical room.
6. Concrete work in the board room
7. Board Room / Professional Development area ceilings
8. Doors, Door Frames and Door hardware associated work
9. Window work
10. Learning walls
11. Movable partitions
12. Steel/ Misc. Iron work
13. Painting
14. Millwork
15. Toilet partitions
16. Site work
17. Parking lot lighting
18. Flooring
19. Emergency Generator or work
20. Fire alarm or life safety work
21. IT work
22. Asbestos abatement or related work
23. Any painting
24. Any work related to new additions for the District Office area vestibule and IT Warehouse / Maintenance Garage area
25. Any landscape or hardscape modifications or repairs
26. Any final cleaning of facility

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Exhibit B

The Mobilization Billing will be invoiced to the Owner upon both parties signing the Contract and due and payable as detailed in Contract, Paragraph 4. The Remaining Implementation Billings will be issued according to a mutually agreed upon progress billing schedule to be determined prior to pre-construction meeting.

Mobilization Billing	**$969,317**
Remaining Implementation Billings	**$ 5,494,797**
Contract Amount	**$ 6,464,114**

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Exhibit C

The implementation and construction schedule will be managed by the CONTRACTOR and communicated to with the Owner. Project milestones outlined below will not be altered without mutual written agreement by the CONTRACTOR and the Owner.

In observance of current factory production and material distribution volatilities, the CONTRACTOR will work towards these milestones. Unexpected delays due to equipment or material distribution will be communicated to the owner in a timely manner and milestones will be mutually updated accordingly.

Jefferson School – Academic section

- **Construction start:** **Spring / Summer 2022**
    - Moving and off-site storage of existing building furnishings, equipment, computer systems and educational materials by the District to be complete prior to start of Construction. This includes all physical elements that would interrupt, delay and/or slow project implementation.
- **Substantial completion:** **August 2022**
    - Academic area ready for occupancy by teachers and staff.
    - All cooling units that have been installed are operating and providing air conditioning
    - Air is moving throughout the area and providing conditioned air to classroom spaces
    - Cooling System may not be fully balanced or under complete control
- **Heating substantial completion:** **October 2022**
    - All Heating units installed will be operational
    - Heating System may not be fully balanced or under complete control
- **Final Completion:** **December 2022**
    - Commissioning Complete

Jefferson School – Board Room / Professional Development Area

- **Construction start:** **January 2022**
    - Moving and off-site storage of existing building furnishings, equipment, computer systems and educational materials by the District to be complete prior to start of Construction. This includes all physical elements that would interrupt, delay and/or slow project implementation.
- **Substantial completion:** **Fall 2022**
    - All HVAC units that have been installed are operating and providing ventilation
    - Air is moving throughout the area and providing conditioned air
- **Final Completion:** **Winter 2022**
    - Commissioning Complete

Jefferson School – District Office Area

- **Construction start:** **Spring / Summer 2022**
    - Moving and off-site storage of existing building furnishings, equipment, computer systems and educational materials by the District to be complete prior to start of Construction. This includes all physical elements that would interrupt, delay and/or slow project implementation.

- **Substantial completion:** **Fall 2022**
    - All HVAC units that have been installed are operating and providing ventilation
    - Air is moving throughout the area and providing conditioned air
- **Final Completion:** **Winter 2022**
    - Commissioning Complete

All occupancy permits and associated documentation by others. (Permitting through the ROE by StudioGC).

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Appendix 5

To: Board of Education
Dr. Eric Olson, Superintendent
From: Mr. Adam Parisi, Chief School Business Official
Mr. Tony Bersani, Director of Facility Management
Date: December 16, 2021
Re: Approve the Awarding of Contract to Purchase Mechanical Units - Elementary Schools Summer 2022 Construction Projects

At the October 21, 2021 Board of Education meeting, administration presented to the Board information related to new construction for the five elementary schools and a complete renovation of Jefferson School. As part of the new construction, the District will be pre-purchasing the following:

- Rooftop units at the five elementary schools for $138,500 (attachment 1)
- Heat pump units at the five elementary schools for $31,985 (attachment 2)
- Ventilators at the five elementary schools for $15,500 (attachment 3)

A complete copy of the bid sheets are attached.

ACTION ITEM 21-12-3
I move that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, approve the contracts with TEC Distribution LLC in the amount of $15,500 for ventilators, and $138,500 for rooftop units; and Imbert International in the amount of $31,985 for heat pump units; for the Summer 2022 Construction Projects at the elementary schools.

The votes were cast as follows:

Moved by _____ Seconded by _____

AYES:
NAYS:
PRESENT:
ABSENT:

223 West Jackson Boulevard
Suite 1200
Chicago, IL 60606
Phone: 312 253 3400

December 9, 2021

Mr. Adam Parisi
Chief School Business Official
Park Ridge-Niles School District 64
164 South Prospect Avenue
Park Ridge, IL 60068

RE: Mechanical Equipment Prepurchase – Bid Package 1-Rooftop Units
Field, Roosevelt, Carpenter, Franklin, & Washington Schools
Project Nos. 21073, 21075, 21076, 21077, 21078

Dear Adam:

Bids for the above referenced project were received at 10:00 a.m. on Wednesday, December 8, 2021. There were eight (8) bidders of record; three (3) bids were received. A bid tabulation sheet is herein attached for your review.

We have analyzed the bids and the qualifications of the bidders and recommend that the contract for the Mechanical Equipment Prepurchase, **Bid Package 1-Rooftop Units** at Field, Roosevelt, Carpenter, Franklin, and Washington Schools be awarded to the lowest responsible, responsive bidder, **TEC Distribution LLC,** in the amount of their base bid proposal of **$138,500.**

Please do not hesitate to contact me if you have any questions.

Sincerely,

Richard Petricek, AIA
Senior QA and QC Manager

Enclosure – Bid Tabulation

cc: Vicki Luczynski, StudioGC

223 W. Jackson Blvd., Suite 1200
Chicago, IL 60606
P: 312.253.3400 F: 312.253.3401

Client: Park Ridge-Niles School District 64
Project Name: Mechanical Prepurchase

Project No.: 20175
Bid Date: Wednesday, December 8, 2021 @ 10:00 am
Project Architect: Richard Petricek

BID TAB WORKSHEET

Contractor	Total Bid Amount			Addendum	Bid	Remarks
	Bid Pkg 1-Rooftop Units	Bid Pkg 2-Heat Pumps	Bid Pkg 3-Unit Ventilators	#1	Bond	
Building Technologies & Solutions 224-489-1496	NO BID	NO BID	NO BID			
Bullock Logan	NO BID	NO BID	NO BID			
FloMech, Inc. 630-484-8648	NO BID	NO BID	NO BID			
Imbert International 847-647-6616	NO BID	**$31,985.00**	NO BID	X	X	
TEC 773-366-9653	**$138,500 ***	NO BID	**$15,500.00**	X	X	*$7,500.00 Maintenance Agreement included
Thermosystems, LLC 253-414-8921	NO BID	NO BID	NO BID			
Trane 773-178-0206	NO BID	NO BID	NO BID			

223 W. Jackson Blvd., Suite 1200
Chicago, IL 60606
P: 312.253.3400 F: 312.253.3401

Client: Park Ridge-Niles School District 64
Project Name: Mechanical Prepurchase

Project No.: 20175
Bid Date: Wednesday, December 8, 2021 @ 10:00 am
Project Architect: Richard Petricek

BID TAB WORKSHEET

Contractor	Total Bid Amount			Addendum	Bid	Remarks
	Bid Pkg 1-Rooftop Units	Bid Pkg 2-Heat Pumps	Bid Pkg 3-Unit Ventilators	#1	Bond	
Windy City Representatives 312-237-9961	**$164,387 ***	NO BID	**$16,324.00**	X	X	*5% discount if equipment can be released by 12/29/21

223 West Jackson Boulevard
Suite 1200
Chicago, IL 60606
Phone: 312 253 3400

December 9, 2021

Mr. Adam Parisi
Chief School Business Official
Park Ridge-Niles School District 64
164 South Prospect Avenue
Park Ridge, IL 60068

RE: Mechanical Equipment Prepurchase – Bid Package 2-Heat Pump Units
Field, Roosevelt, Carpenter, Franklin, & Washington Schools
Project Nos. 21073, 21075, 21076, 21077, 21078

Dear Adam:

Bids for the above referenced project were received at 10:00 a.m. on Wednesday, December 8, 2021. There were eight (8) bidders of record; three (3) bids were received. A bid tabulation sheet is herein attached for your review.

We have analyzed the bids and the qualifications of the bidders and recommend that the contract for the Mechanical Equipment Prepurchase, **Bid Package 2-Heat Pump Units** at Field, Roosevelt, Carpenter, Franklin, and Washington Schools be awarded to the lowest responsible, responsive bidder, **Imbert International,** in the amount of their base bid proposal of **$31,985.**

Please do not hesitate to contact me if you have any questions.

Sincerely,

Richard Petricek, AIA
Senior QA and QC Manager

Enclosure – Bid Tabulation

cc: Vicki Luczynski, StudioGC

223 W. Jackson Blvd., Suite 1200
Chicago, IL 60606
P: 312.253.3400 F: 312.253.3401

Client: Park Ridge-Niles School District 64
Project Name: Mechanical Prepurchase

Project No.: 20175
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Bullock Logan	NO BID	NO BID	NO BID			
FloMech, Inc. 630-484-8648	NO BID	NO BID	NO BID			
Imbert International 847-647-6616	NO BID	**$31,985.00**	NO BID	X	X	
TEC 773-366-9653	**$138,500 ***	NO BID	**$15,500.00**	X	X	*$7,500.00 Maintenance Agreement included
Thermosystems, LLC 253-414-8921	NO BID	NO BID	NO BID			
Trane 773-178-0206	NO BID	NO BID	NO BID			

223 W. Jackson Blvd., Suite 1200
Chicago, IL 60606
P: 312.253.3400 F: 312.253.3401

Client: Park Ridge-Niles School District 64
Project Name: Mechanical Prepurchase

Project No.: 20175
Bid Date: Wednesday, December 8, 2021 @ 10:00 am
Project Architect: Richard Petricek

BID TAB WORKSHEET

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Windy City Representatives 312-237-9961	**$164,387 ***	NO BID	**$16,324.00**	X	X	*5% discount if equipment can be released by 12/29/21

223 West Jackson Boulevard
Suite 1200
Chicago, IL 60606
Phone: 312 253 3400

December 9, 2021

Mr. Adam Parisi
Chief School Business Official
Park Ridge-Niles School District 64
164 South Prospect Avenue
Park Ridge, IL 60068

RE: Mechanical Equipment Prepurchase – Bid Package 3-Unit Ventilators
Field, Roosevelt, Carpenter, Franklin, & Washington Schools
Project Nos. 21073, 21075, 21076, 21077, 21078

Dear Adam:

Bids for the above referenced project were received at 10:00 a.m. on Wednesday, December 8, 2021. There were eight (8) bidders of record; three (3) bids were received. A bid tabulation sheet is herein attached for your review.

We have analyzed the bids and the qualifications of the bidders and recommend that the contract for the Mechanical Equipment Prepurchase, **Bid Package 3-Unit Ventilators** at Field, Roosevelt, Carpenter, Franklin, and Washington Schools be awarded to the lowest responsible, responsive bidder, **TEC Distribution LLC,** in the amount of their base bid proposal of **$15,500.**

Please do not hesitate to contact me if you have any questions.

Sincerely,

Richard Petricek, AIA
Senior QA and QC Manager

Enclosure – Bid Tabulation

cc: Vicki Luczynski, StudioGC

223 W. Jackson Blvd., Suite 1200
Chicago, IL 60606
P: 312.253.3400 F: 312.253.3401

Client: Park Ridge-Niles School District 64
Project Name: Mechanical Prepurchase

Project No.: 20175
Bid Date: Wednesday, December 8, 2021 @ 10:00 am
Project Architect: Richard Petricek

BID TAB WORKSHEET

Contractor	Total Bid Amount			Addendum	Bid	Remarks
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Bullock Logan	NO BID	NO BID	NO BID			
FloMech, Inc. 630-484-8648	NO BID	NO BID	NO BID			
Imbert International 847-647-6616	NO BID	**$31,985.00**	NO BID	X	X	
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223 W. Jackson Blvd., Suite 1200
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P: 312.253.3400 F: 312.253.3401

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Windy City Representatives 312-237-9961	**$164,387 ***	NO BID	**$16,324.00**	X	X	*5% discount if equipment can be released by 12/29/21

To: Board of Education
Dr. Eric Olson, Superintendent
From: Mr. Adam Parisi, Chief School Business Official
Date: December 16, 2021
Re: Approval of Operating Lease & Installation Costs for Temporary Mobile Classrooms at Jefferson School

At the November 18, 2021 Board of Education meeting, administration presented to the Board information related to the complete renovation of Jefferson School. As part of the renovation process, staff and possibly students will need to be relocated to make way for demolition and remodeling. Due to the entire building being renovated, there is not adequate space to accommodate everyone. Careful consideration will be made in planning for which students will be housed in these mobile classrooms. Finally, due to the age of the students, the mobile classrooms that will be leased will have bathrooms. Bathrooms do increase the costs of both the lease and the installation, due in part to water and sewer connections.

The operating lease agreement with Vesta Modular, Inc. is attached (attachment 1).

ACTION ITEM 21-12-4
I move that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, approve the contract with Vesta Modular, Inc. in the amount $144,933 for delivery and installation, and $31,824 for a six-month operating lease.

The votes were cast as follows:

Moved by _____ Seconded by _____

AYES:
NAYS:
PRESENT:
ABSENT:

LEASE AGREEMENT

Lease Agreement Number: RG1121PRS
Lease Agreement Date: December 16, 2021

Vesta Housing Solutions, LLC ("Lessor")
1000 Town Center, Suite 975
Southfield, MI 48075

Park Ridge Community Consolidated School District 64 ("Lessee")
164 S. Prospect Ave.
Park Ridge, IL 60068

1. **LEASE.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the personal property ("Equipment") described in each schedule ("Schedule") executed from time to time in accordance with this Lease Agreement ("Agreement"). Each Schedule incorporates all of this Agreement's terms and conditions, and constitutes a complete, individual and severable lease agreement with respect to the specified Equipment.

2. **TERM.**
   (a) The rental period for the Equipment described on each Schedule begins the earlier of i) the date the Equipment is accepted by the Lessee as substantially complete, or ii) the date the Equipment described in the Schedule(s) is ready for shipment to Lessee as required by the Schedule(s) if substantial completion is delayed due to events not attributable to Lessor, and will continue for the number of consecutive months shown on the Schedule ("Initial Term").
   (b) Lessee may terminate this Agreement at the expiration of the Initial Term or any Extended Term only by giving the Lessor at least 120 days written notice of such intention to terminate prior to the expiration date for either the Initial Term or any Extended Term. Failure to provide such notice, at Lessor's sole and exclusive option, will result in the term automatically extending for successive terms (each an "Extended Term") at the then current rental rate, plus 5%, for a term totaling the amount of months of the Initial Term or Extended Term. During any and all Extended Terms, all provisions of this Agreement and applicable Schedule remain in full force and effect.

3. **RENT.** Amounts shown on the Schedule are payable by the Lessee on the first day of each month unless otherwise agreed upon in a writing by the parties. Invoices are provided for convenience only, and payment is due regardless of receipt of any invoice. The parties further agree as follows:
   (a) This Agreement is a net lease. Lessee's duty to pay rent is absolute and unconditional, and Lessee is not entitled to any rent abatements, reductions, or set-offs. Lessee's obligation to pay rent is not altered due to defect or damage, loss of possession, use, or destruction of any or all of the Equipment from any cause. Lessee is responsible for any and all applicable taxes.
   (b) Lessee will pay for all utility services including, without limitation, electricity, water, gas, sewer and telephone services.
   (c) Payments not received within 10 days of the due date are subject to a late charge of 10% of the full invoice.

4. **WARRANTY**. Lessor does not provide any warranty(s) and disclaims any and all warranties, including without limitation any warranty of merchantability, fitness for a particular purpose or usage of trade. Lessee's written acceptance and/or occupancy of the Equipment conclusively establishes that the Equipment is in good and efficient operating order, condition and appearance, and that Lessee unconditionally accepts the Equipment "as is".

5. **TITLE.** Title to the Equipment will at all times remain wholly with Lessor. Lessee will not permit a lien or encumbrance to be place on the Equipment, and will indemnify Lessor, its successors and assigns, against any claim, loss, or damage (including attorneys' fees costs) resulting therefrom. The Equipment is Lessor's personal property, and is not and will not become affixed to the premises on which it is located.

6. **USE.** Lessee will use the Equipment in a careful and proper manner complying with all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment. Lessee will not use or store hazardous materials in the Equipment, and will not permit any unlawful use or handling of the Equipment. Lessee is responsible for all permitting and other related issues, unless specifically stated otherwise, and hereby represents and warrants that is either the lawful owner or has the permission of the owner of the premises on which the Equipment is to be situated to use and occupy the premises. Lessee may not relocate Equipment without written permission from Lessor. Lessee is solely responsible for ensuring that the Equipment is suitable for its use.

7. **INDEMNITY.** Lessee will indemnify and save Lessor, its successors and assigns, harmless from any loss, cost or expense of any sort or nature (including Lessor's attorneys' fees and costs), and from any liability to any person or entity as a result of any damage to person or property arising out of Lessee's use of the equipment or Lessee's failure of any kind to comply in any respect with and/or perform any of the requirements and provisions of this Agreement. Lessee further agrees to indemnify and save harmless Lessor, its successors and assigns, from any work done in or on the Equipment, or any materials supplied to or in connection with the operation, maintenance, possession, operation or condition, of any of the Equipment performed by Lessee. Lessee will also indemnify and save Lessor, its successors and assigns, harmless from any loss, cost or expense (including reasonable attorneys' fees and costs) of any sort or nature, and from any liability to any person arising from the death of, injury to, or damage to the property of, any third person as a result of, in whole or in part, the use or condition of the Equipment, or any portion thereof, while in custody, possession, or control of Lessee. Lessor will indemnify and save harmless Lessee from any damages, claims or injuries to any parties caused solely by Lessor's acts or omissions only during the installation of the Equipment or while performing warranty work.

8. **ASSIGNMENT.** Lessee does not have the right to assign this Agreement or to sublet any of Equipment without Lessor's written consent. Lessor has the right to assign this Agreement at its sole option.

9. **INSPECTION.** With twenty four (24) hours of verbal notice to Lessee, except when Lessor has a reasonable suspicion of potentially, imminent harmful condition(s) that may adversely affect the Equipment, Lessor has the right during regular business hours to inspect the Equipment. Lessee will allow Lessor, to affix to the Equipment a label or metal plate showing Lessor's name and contact information in a conspicuous location.

10. **REPAIRS, MAINTENANCE, AND MODULAR BUILDING CONDITION.** Lessee agrees, at Lessee's sole cost and expense, to maintain the Equipment at all times in good repair and condition, reasonable wear and tear excepted. Lessee's duties and responsibilities includes, but are not limited to, those described in the Customer's Preventative Maintenance Responsibilities document available at www.vestamodular.com/maintenance. Prior to performing any work or repair on the Equipment, Lessee must obtain Lessor's approval of the work and the vendor(s) Lessee desires to use prior to beginning the work. Approved work and/or repairs must be completed in a good and workmanlike manner in accordance with all applicable laws, rules, and regulations. Lessee will compensate Lessor for any damages caused by either approved or unapproved vendors due to, but not limited to, poor workmanship, negligence, accident, or any other act causing damage to the Equipment.

11. **LOSS OR DAMAGES.** Lessee assumes and bears the entire risk of loss and damage to the Equipment from any cause whatsoever, and will not be relieved of lease obligations due to loss or damage, which shall continue in full force and effect through the applicable term. In the event of loss or damage of any kind to the Equipment, Lessee shall, at Lessor's option, (i) repair the Equipment to good repair, condition and working order; or (ii) replace with like Equipment in good repair, condition and working order; or (iii) pay Lessor the greater the Equipment's book value or fair market value. Lessee's payment of the Damage Waiver relieves Lessee of liability in excess of the amount for Equipment specified in the Damage Waiver for loss or damage caused by graffiti, theft, forced or attempted forced entry, earthquake, hail, windstorm, hurricane and tornado. The Damage Waiver shall not bind Lessor unless Lessee (a) takes reasonable precautions against theft and forced entry, (b) notifies Lessor of such event within 3 business days of discovery of such event, (c) delivers to Lessor satisfactory proof of the loss or damage and the police report regarding such event within 30 days of discovery of such event and (d) Lessee complies with the terms of this Lease.

12. **INSURANCE.** As evidenced by certificates of insurances delivered to Lessor, Lessee will procure and keep in full force from the acceptance until the return of all Equipment the following policies of insurance satisfactory to Lessor as to the insurer, form and amount of coverage, with premiums prepaid: i) *Commercial General Liability Insurance*, minimum combined single limit of $1,000,000 per occurrence, written on an occurrence form, including coverage for premises, operations, contractual liability, broad form property damage, independent contractors and personal injury liability, naming Lessor as an additional insured and endorsing Lessor on this insurance policy; ii) *Commercial Property Insurance*, protecting against all loss and damages, at full replacement cost, sustained or suffered due to the loss of or damage to the Equipment as a result of collision, fire, lightning theft, flood, windstorm, explosion or any other casualty, naming Lessor as a loss payee, and will endorse Lessor on this insurance policy. All required policies must be primary and agree to not seek contribution from any other insurance available, and must include a 30-day notice of cancellation.

13. **EQUIPMENT DAMAGE WAIVER**. In the event the Lessee fails to deliver the required certificates or policies to the Lessor prior to delivery of the Equipment, Lessee will be deemed to have accepted and shall pay for the Equipment Damage Waiver. The Damage Waiver is not insurance, and will only be in effect after Lessee submits payment for the Equipment Damage Waiver charges. The Equipment Damage Waiver relieves Lessee of financial responsibility to Lessor in excess of $1,000 for ground level offices, mobile offices, and modular buildings in the event that the leased Equipment is lost or damaged due to theft or act of god. The Equipment Damage Waiver is not total damage protection. If the Equipment is damaged due to neglect, vandalism, carelessness, or inadequate security, the Lessee is required to pay the cost of repairs regardless of whether the Lessee purchased an Equipment Damage Waiver. The Lessee may cancel the Equipment Damage Waiver upon receipt by Lessor of the required insurance certificate. The Equipment Damage Waiver does not relieve Lessee of its obligation to provide liability insurance.

14. **DELIVERY & RETURN OF EQUIPMENT.** Lessee will pay for all the Equipment's delivery and return costs to Lessor's specified location, and such work will be performed by Lessor unless otherwise agreed upon. Lessee is responsible for all costs associated with site preparation and accessibility unless otherwise agreed upon and expressly set forth in the Schedule. If Lessor determines the site to be unsuitable, Lessee is responsible for additional charges or consequential damages and any removal, repair or replacement of landscaping or obstacles will be at Lessee's cost. Lessor reserves the right to require advance payment for all charges for delivery, damages and return of the Equipment. In the event pick-up is attempted but the Equipment is not accessible or ready, Lessee is liable for Lessor's costs and expenses of being delayed. Lessee will make the Equipment available for return in good condition and repair, ordinary wear and tear excepted. Lessee will not perform any tear down or return activities and/or services. Equipment returned with accessories, attachments or other missing items, Equipment requiring repairs of any kind, or requiring restoration to original specifications and equipment condition due to alterations or modifications performed by Lessee will remain leased hereunder until said replacements, repairs or restorations have been made or paid for by Lessee in a manner acceptable to Lessor. Any changes, alterations, or improvements immediately, upon their completion, become Lessor's property without compensation to Lessee. At the termination of this Agreement, Lessor may, at its option and at Lessee's sole expense, require Lessee to return the Equipment to their original specifications. Lessee will be solely responsible for all tires, axles, hitches and related hardware, and will pay for replacement of such parts if missing.

15. **DEFAULT, REMEDIES & BANKRUPTCY MATTERS.**

(a) If Lessee fails to pay any rent or other amount herein provided within 10 days after same is due and payable, or otherwise materially breaches or is in default of the Agreement or Schedule, Lessor has right to exercise any one or more of the following remedies: (i) declare the entire amount of rent immediately due and payable for one or all Schedules without notice or demand to Lessee and institute a lawsuit for collection of such amounts, (iii) to take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law, and Lessee hereby waives any and all damages occasioned by such taking of possession, (iv) to terminate this Lease and (v) to pursue any other remedy at law or in equity. Lessee grants Lessor a lien in all contents and proceeds thereof to secure payment of the damages in the event of default under this Lease. Lessee agrees to pay all costs of collection including, but not limited to, reasonable attorney's or collection agency fees. Upon default interest on all unpaid amounts shall accrue at the rate of 21% per annum, compounded monthly, however, if this rate exceeds the maximum allowed by law, then interest will accrue at the maximum rate allowed by law, and Lessee agrees to pay such interest. Notwithstanding any repossession or any other action that Lessor may take, Lessee will be liable for the full performance of all obligations on the part of the Lessee to be performed under this Agreement and/or Schedules. All of Lessor's remedies are cumulative, and may be exercised concurrently or separately.

(b) Lessee agrees to provide Lessor notice of any event of insolvency within 10 days of such event. The Agreement, Schedule(s) and/or Equipment(s) is not assignable or transferable by operation of law. If any proceeding under a bankruptcy act is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefit of its creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor has and may exercise any one or more of the remedies set forth in this section; and this Agreement shall, at the option of the Lessor, without notice, immediately terminate and shall not be treated as an asset of Lessee.

16. **NOTICE.** All written notices must be sent to the Lessor at the addresses provided herein above and to Lessee at the Equipment location(s) identified on the Schedule(s) by certified mail (postage pre-paid) or by a nationally recognized courier service.

17. **MISCELLANEOUS.** This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof, and can only be modified in writing executed by both parties. Lessor's failure at any time to require strict performance by Lessee with any of the provisions of this Agreement does not constitute a waiver by Lessor or diminish Lessor's right thereafter to demand strict compliance the Agreement. This Agreement is governed by and interpreted under the laws of the State of Michigan.

Lessor: **Vesta Housing Solution, LLC**

Signature: _____

Name (Printed): Daniel McMurtrie

Title: Chief Executive Officer

Date: _____

Lessee**: Park Ridge Community Consolidated School District 64**

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

SCHEDULE 01

The provisions of this Schedule dated December 16, 2021 are subject to the terms and conditions of the Master Lease Agreement # RG1121PRS dated December 16, 2021 by and between Vesta Housing Solutions, LLC, 1000 Town Center, Suite 975, Southfield, MI 48075 ("Lessor"), and Park Ridge Community Consolidated School District 64 ("Lessee"), located at 164 S. Prospect Ave. Park Ridge, IL 60068 collectively referred to as the "parties" in the Master Lease Agreement and/or Schedule(s). Pursuant to terms of and in accordance with the Master Lease Agreement, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described more particularly below for the consideration set forth below:

MODULAR BUILDING DETAILS:

Quantity	One (1)
Type	Four Classroom Modular Building – With Restrooms
Size	70' x 68'
Serial Numbers	33231-21 & 33235-36 (CR829) & 37897 (RR40)

DESCRIPTION / LOCATION:

Name	Jefferson School
Full Address	8200 Greendale Ave Niles, IL 60714

LEASE DETAILS:

Commencement Date	Upon Lessor's completion of its Scope of Work. Est. March 1, 2022
Term (consecutive months from commencement date)	6 months
Monthly Lease Payment*	$5,304
Total Lease Payments (for entire term)	$31,824
Date of First Payment	Commencement Date

** Does not include state, local or other taxes, licensing, maintenance or other applicable charges which are added to the monthly lease payment and are Lessee's responsibility*

OTHER DETAILS:

Delivery & Sitework Costs	$144,933 (Break down per attached Proposal excludes Option Foundation Pricing)
Delivery & Sitework Payment Details	50% due upon execution; Remaining balance due upon Lessor's completion of its scope of work
Dismantle & Return Costs	Cost plus 15% determined at the time of return
Dismantle & Return Payment Details	Paid in accordance with the terms of the MLA

IN WITNESS WHEREOF, the parties hereto have caused this Schedule to be duly executed on the date set forth below by their authorized representatives. Upon execution, this Schedule becomes incorporated by reference to the Master Lease Agreement and is subject to all of the terms, conditions, and/or provisions set forth therein.

☒*(Check if applicable)*
Further, Lessee acknowledges the Proposal attached to this Schedule and initialed by Lessee applies to this individual Schedule only. These documents do not apply to any other existing or future Schedules.

Lessor: **Vesta Housing Solutions, LLC**

Signature: _____

Name (Printed): Daniel McMurtrie

Title: Chief Executive Officer

Date: _____

Lessee: **Park Ridge Community Consolidated School District 64**

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Vesta Modular
Robert Gillingham
rgillingham@vestamodular.com
Direct Phone: ***(630) 401-6187***

ww.vestamodular.com

BUDGETARY PRICING FOR MODULAR BUILDING

CUSTOMER:	**Park Ridge SD 64**		
PROJECT:	**Swing Space**		
LOCATION:	**Jefferson**		
DATE:	**16-Nov-21**	**Quote#**	PR64-1013211-10
QUOTE REVISION:	**Orig**		
Proposal Prepared By:	**Rob G**		

Pricing Valid for 30 Days

Exisitng 70' x 68' Four Classroom Buidling - WITH Restrooms

I. Building Finance Options

Operating Lease	6-month Operating Lease (rental) **No Federal, State, Local or Use Taxes Included**	**$ 5,304**	**Per Month**

II. Delivery and Installation Charges (In addition to Purchase Price and Lease Rates quoted above)

Delivery	Deliver modules to site.	**$ 12,480**	**Allowance**
General Conditions	Site Equipment, Dumpsters, Temp Toilet, Proj Mgr. and Site Super	**$ 4,420**	**Allowance**
Installation	Set building on foundation, seal, trim, anchor and skirt	**$ 32,678**	**Allowance**
Foundation	Provide engineered ABS PAD foundation on asphalt parking area Assume 2500 psf. [Requires ROE approval]	**$ 3,250**	**Allowance**
Steps, Decks & Ramps	Furnish and install ADA compliant Aluminum Deck/Ramp at one entrance and steps to grade at secondary entrance. **Assumes a 35**" finish floor height. This covers the entire 6 months - if extended an additional fee of $1025 per month will be added to the lease amount in section #1 of this price sheet. Concrete support/landings BY OTHERS	**$ 9,425**	**Allowance**
Plumbing	Make sewer & water connections and heat trace exposed pipe in crawl space. Includes trenchin up to 50LF. If additional trenching, wall boring equipment or new service is required these will by additional charge. Does not include local TAP fees if required.	**$ 35,880**	**Allowance**
Electrical	Make electrical connections to building and provide Main Distribution Panel. Includes trenchin up to 50LF. If additional, trenching, wall boring equipment or new service is required these will by additional charge	**$ 45,500**	**Allowance**
Architectural & Engineering for Permit support	Permits by OTHERS, Vesta will provide permit support with shop drawings State of IL Architectural sealed building & foundation design. Soil testing if required by others	**$ 3,250**	**Allowance**

III. Options and/or Alternates

Foundation	Provide engineered Concrete Pier foundation Assume 2500 psf. [May require soil testing by OTHERS]	**$ 25,058**	**Allowance**

III. Dismantle and Return Delivery

Teardown	Dismantle building, install shipping walls and seal, remove anchors and skirting, remove steps, decks & ramp. Includes utility connections and return transport to storage.	**TBD**	**Lump Sum**

IV. Other Work Required

Low Voltage	Install low voltage devices (PA, CATV, telephone, data, etc.)	By Others
Site Work	Excavation, grading, landscaping. Any necessary flatwork or asphalt.	By Others
Fire Alarm	Design and installation of fire alarm system.	By Others
Performance Bond	Performance and Payment Bond	By Others
Storm	Storm Design and Detention if required are not included in Vestas scope	By Others
Zoning	Zoning submittals, reviews, meetings are not included in Vestas scope	By Others
SAC & WAC Fees	Sewer Availability Charge & Water Availability Charge	By Others

This information is proprietary to Vesta Modular, Inc. (Vesta) and may not be shared with any third party without the express written consent of Vesta. No Federal, State, Local or Use Taxes Included Non-Union Non-Prevailing Wage

VESTA MODULAR

Insurance for Rented Equipment and the Damage Waiver Option

As the lessee, you bear the entire risk of loss or damage to the rented equipment and its contents from any and every cause. In the event of loss or damage, you will be responsible for either repairing or replacing the equipment, or paying VESTA the covered value of the equipment. No loss or damage shall relieve you of your financial obligations under the terms of your Lease, and any outstanding rent or fees will still be due in full.

You will be charged for the Damage Waiver unless you provide evidence of insurance prior to acceptance of the Equipment. The Damage Waiver will be charged each month unless you decline the Damage Waiver in writing and you deliver a certificate of insurance from an insurance company acceptable to VESTA showing that you have the following coverages and endorsements:

1. Coverage for loss of or damage to Equipment for the retail value as determined by the Lessor's schedule of value of all equipment leased, and Lessor must be named as the loss payee.
2. Comprehensive general liability insurance insuring both Lessor and Lessee against loss. The general liability insurance amounts must be 1,000,000 per occurrence. VESTA must be named as an additional insured.
3. A waiver of Subrogation in favor of VESTA for with respect to the general liability policy and coverage must be primary and non-contributory.

The Damage Waiver is NOT an insurance policy and does NOT cover your contents. The equipment damage waiver relieves you of your financial responsibility to VESTA in excess of $1,000 for ground level offices, mobile offices, and modular buildings in the event that the leased equipment is lost or damaged due to theft or act of God only.

Losses and Damage Not Covered by the Damage Waiver. VESTA will not waive your liability under, but not limited to, the following circumstances:

1. Use or operation of the Equipment in a manner prohibited by or in breach of the rental agreement.
2. The unauthorized use or negligent or willful act of you, your employees or agents, improper use of the Equipment, overloading or improper load distribution, lack of maintenance or neglect of the Equipment.
3. Theft or loss of, or damage to, any Equipment contents.
4. Delivery, pickup or movement of Equipment.
5. Damage or loss to third parties.
6. Damage to a unit's components or fixtures, including, without limitation, shelves, racks, cabinets, floor covering, window coverings, lights, HVAC, etc.
7. Vandalism or malicious mischief, including graffiti.
8. Damage caused by any third party not expressly covered under the Damage Waiver, not representing VESTA or you, including graffiti.

Asset Description	Damage Waiver Fee
CR829 – Four Class Mod Building w/ RR	$ 300 per month

Please choose only ONE:

☐ Agree to provide Insurance Certificate OR ☐ Accept Damage Waiver fee of $300 per month

Lessee: Park Ridge Community Consolidated School District 64

Signature: _____ Date: _____

Name (Printed): _____ Title: _____

To: Board of Education
Dr. Eric Olson, Superintendent
From: Mrs. Mary Jane Warden, Director of Innovation and Instructional Technology
Mr. Adam Parisi, Chief School Business Official
Date: December 16, 2021
Re: Approval of Chromebook Purchase for 1:1 Digital Learning Program for 2022-23

Each year the District plans and budgets to purchase devices for students based on refresh cycles. Due to the increasing demands for Chromebooks and the recent lengthy shipping challenges plaguing commerce, the administration is bringing forward for the Board of Education's approval the purchase of Chromebooks for the 2022-23 refresh cycle for the 1:1 Digital Learning Program.

With new technology and improvements being made on existing models of devices, an ongoing review of the efficacy of devices is conducted. Current market offerings in devices are evaluated based on a determined set of needs in support of student learning:

- Battery life
- Light weight
- Reinforced hinges; durable
- Dual camera (front/world-facing)
- 8GB of memory to support Multi-tasking
- USI Stylus (Active EMR Stylus that is part of the Universal Stylus Initiative)

In the interest of sustaining devices through our standard refresh cycle and in response to feedback from students and teachers during the last two school years, moving from the current 4GB model (which has been the market offering for the past 4 years) to an 8GB model at this juncture would be forward thinking and future proofing. We are at present asking our students to do more with their Chromebooks than ever before – online formative assessments, video conferencing, video editing, and music composing to name a few. These types of more creative and deeper learning tasks push the limits of the current 4GB model. The District is also decommissioning and not replacing carts of laptops since students can do so much more with a Chromebook. Therefore, there is a cost shift as well as some cost savings in the overall device fleet.

The Technology Department has reviewed the specifications of the following models – Lenovo, HP, and Samsung models – specifically with 8GB of memory as outlined in Figure 2. Neither Dell nor Acer have an 11.6” touchscreen 8GB with a USI Stylus model to compare. As always, we are aiming to balance device features and specifications with performance and cost to meet the needs of our students and sustain our refresh cycles. According to industry metrics, the Lenovo continues to have the lowest repair volume as compared to the other Chromebook

models, which continues to be a solid and proven investment. From the given information, the District has selected the Lenovo 500e Gen 3v2 (8GB) as the model Chromebook for grades 2 (4-year refresh) and 6 (3-year refresh) for the 2022-23 school year.

11.6" TOUCHSCREEN CHROMEBOOK MODELS COMPARISON – Figure 2

Lenovo 500e Gen3v2 (8GB)	Lenovo 500e Gen3v2 (4GB)	HP x360 G4 Education Edition (8GB)	HP x360 G4 Education Edition (4GB)	Samsung Galaxy 13"
8GB memory	4GB memory	8GB memory	4GB memory	8GB memory
32GB SSD	32GB SSD	32GB SSD	32GB SSD	256GB SSD
USI Stylus w/ housing	USI Stylus w/ housing	USI Stylus w/ housing	USI Stylus w/ housing	Samsung designed stylus
Intel N5100 quad core	Intel N5100 quad core	Intel N5100 quad core	Intel N5100 quad core	Intel I5-10210U quad core
Dual camera	Dual camera	Dual camera	Dual camera	Dual camera
360˚ hinge Touchscreen	360˚ hinge Touchscreen	360˚ hinge Touchscreen	360˚ hinge Touchscreen	360˚ hinge Touchscreen
Spill resistant keyboard; Military grade reinforcement	Spill resistant keyboard; Military grade reinforcement	Spill resistant keyboard; Military grade reinforcement	Spill resistant; Military grade reinforcement	Not spill resistant; no reinforcements
Up to 10 hours	Up to 10 hours	Up to 12 hours	Up to 12 hours	Up to 8 hours
2.9 lbs	2.8 lbs	3.33 lbs	3.33 lbs	2.3 lbs
$509.00 MSRP ($407.00 education price quote)	$469.00 MSRP ($342.00 education price quote)	$519.00 MSRP ($499.00 education price quote)	$469.00 MSRP ($413.00 education price quote)	$999.00 MSRP ($429.00 price quote)

Request for Quotes

The Technology Department presents to you the quotes below for the selected model: the Lenovo 500e Gen3v2 8GB Chromebook.

TRA	MNJ	CDWG
($407.00 education price quote)	($423.00 education price quote)	($442.00 education price quote)
$ 488,400.00	$ 507,600.00	$530,400.00

Two years into this pandemic and the global market is still seriously grappling with the manufacturing and delayed product delivery challenges. Some products have reported delivery dates up to 6 months from order placement. It is with this in mind that the District brings to you a recommendation at this time to purchase the Lenovo 500e Gen3v2 (8GB) from TRA for $488,400.00 for grade 2 and grade 6 students for the 1:1 Digital Learning Program for 2022-23.

ACTION ITEM 21-12-5

I move that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the purchase of Chromebook devices from TRA for the annual implementation of the 1:1 Digital Learning Program in the amount of $488,400.00.

The votes were cast as follows:

Moved by _____ Seconded by _____

AYES:
NAYS:
PRESENT:
ABSENT:

Appendix 8

To: Board of Education
Dr. Eric Olson, Superintendent
From: Dr. Lori Lopez, Assistant Superintendent for Student Learning
Date: December 16, 2021
Re: Summer Interim Session 2021 Report
Presentation and Approval of Summer Interim Session 2022

2021 *WORLDS OF WONDER*

The 2021 Worlds of Wonder Program:

- provided a variety of course offerings including support, enrichment, and band/orchestra courses
- consisted of two, 14-day sessions scheduled over six weeks
- served a total of 805 students, including 458 students at grades K-3 and 347 students at grades 4-7
- recorded $18,080 in profit which includes $247,958 in tuition/grant funding and approximately $229,878 in expenses (includes estimated crossing guard expenses)

RECOMMENDATIONS FOR 2021 *WORLDS OF WONDER*

The 2022 Worlds of Wonder proposed budget and recommendations are based on the assumption that we are able to host summer school in-person as we have in the past. Decisions about program offerings will reflect health and safety recommendations and will be made closer to the start of registration. To ensure that summer school revenues cover expenses, classes may be cancelled based on low enrollment.

Schedule

- Offer two, 14-day sessions:
    - Session 1: Tuesday, June 7 - Friday, June 24
    - Session 2: Monday, June 27 - Friday, July 15 (No School Monday, July 4)
- Due to construction across the district, we will host a K-7 program at Lincoln Middle School.
    - Offer classes to support District 64 students who are struggling in English Language Arts and Math
    - Offer Band/Orchestra
    - Offer a reduced number of enrichment classes in the remaining space available at Lincoln

Administration

- Continue to employ the two, 12-month middle school assistant principals as principals of the Kindergarten-7th grade summer school program; they will share the administrative duties associated with this position. A portion of their salaries will be charged to the

summer school budget and paid from revenue generated from the *Worlds of Wonder* program.

Registration

- Email the *Worlds of Wonder* digital course catalog to current District 64 students in mid-February and post on the District 64 website.
- Hold online registration for District 64 residents beginning at 12:00 p.m. noon on Tuesday, March 1.
- Close online registration after Tuesday, May 31. After May 31, no additional student registrations will be accepted for the *Worlds of Wonder* program. This provides us with four business days to plan for student arrival.

Enrollment Fees

- Decrease tuition to $130 per 14-day class due to reduced staffing expenses. This fee will support the full cost of the program as defined by our accounting practices and the continued use of the online registration tool.
- Set the tuition fee for out-of-District students and those registering after April 15 at $150 per 14-day class.

Projected Budget

Below is the projected budget for the 2022 *Worlds of Wonder* summer school program.

	Projected Summer 2021	Actual Summer 2021	Projected Summer 2022
	REVENUE		
Tuition & Supplies (Less Processing Fee)	$234,190	$190,231	$169,970
Grant Revenue	$9,309	$57,727	$9,303
Total Revenue	**$243,499**	**$247,958**	**$179,273**
	EXPENSES		
Salaries	$212,412	$205,267	$138,416
Benefits	$14,970	$15,005	$11,064
Supplies	$9,900	$5,160	$8,300
Crossing Guards	$3,500	$4,446	$4,446
Total Expenses	**$240,782**	**$229,878**	**$162,226**
	TOTAL		
Net Gain/Loss	**$2,717**	**$18,080**	**$17,047**

Refund Policy

- In the event of a power outage or other emergency, cancel summer school by 6:30 a.m. and notify parents and staff using the School Messenger system.
- Due to fixed costs, refunds to parents will not be available for student absences or canceled days resulting from weather or other unforeseen emergency.
- Parents will pay a 5% cancellation fee per class for registration in any classes they opt to cancel before May 31. Beginning May 31, parents will pay a 5% cancellation fee and forfeit any supplies fees.
- Parents will receive a full refund of registration and materials fees for any class canceled by District 64 due to low enrollment or other causes.

Next Steps

We ask that the Board approves these recommendations at the December 16, 2021 Board Meeting. Pending Board approval, we will finalize plans for the 2022 *Worlds of Wonder* program, develop the online summer school brochure, and begin securing staff for the program. We look forward to offering a quality summer school program that provides students with engaging opportunities to support and extend their learning. If you have any questions or comments regarding this report prior to the upcoming Board meeting, please contact Lori Lopez at 847-318-4303.

ACTION ITEM 21-12-6

I move that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the recommendations of dates and fees for the 2022 Summer Interim Session.

The votes were cast as follows:

Moved by _____ Seconded by _____

AYES:
NAYS:
PRESENT:
ABSENT:

Approval of Recommended Personnel Report

ACTION ITEM 21-12-7

I move that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the Personnel Report dated December 16, 2021, 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:

December 16, 2021 Personnel Report	
Melissa Arnos	Employ as Level IV Secretary at Emerson Middle School effective November 29, 2021 - $18.65 hourly.
Anna Pawlik	Employ as Night Custodian for the District effective December 13, 2021 - $17.03 hourly.
Alice Beauvais	Resign as Office Associate at Emerson Middle School effective December 17, 2021.
Alyssa DeBartolo	Resign as Teacher Assistant at Lincoln Middle School effective December 16, 2021.
Daniel Mabrito	Resign as Night Custodian at Carpenter School effective December 3, 2021.

Appendix 10

Consent Agenda

ACTION ITEM 21-12-8

I move that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the Consent Agenda for December 16, 2021, which includes: Bills, Payroll and Benefits; Approval of Financial Update for the Period Ending October 31, 2021; Approval of Resolution #1281 Authorizing and Directing the Permanent Transfer of Money from the Operations & Maintenance Fund to the Capital Projects Fund; Approval of Intergovernmental Agreement for Facilities Use & Operation of a Before and After School Recreational Program; and Destruction of Audio Closed Recordings (None).

The votes were cast as follows:

Moved by _____ Seconded by _____

AYES:
NAYS:
PRESENT:
ABSENT:

Disbursement Detail Listing

Fiscal Year: 2021-2022

Bank Name: Accounts Payable
Bank Account: 885360644
Date Range: 07/01/2021 - 12/16/2021
Voucher Range: 1102 - 1105
Sort By: Vendor
Dollar Limit: $0.00

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

Check Number	Date	Voucher	Payee	Account	Description	Amount
134964	12/16/2021	1103	Wilson Language Training Corp.	10.0000.1111.4100.209.00.000000	SHIPPING & HANDLING	$15.23
134964	12/16/2021	1103	Wilson Language Training Corp.	10.0000.1111.4100.205.00.000000	Fundations Teacher's Kit K	$379.90
134964	12/16/2021	1103	Wilson Language Training Corp.	10.0000.1111.4100.205.00.000000	Shipping & Handling	$30.39
134964	12/16/2021	1103	Wilson Language Training Corp.	10.0000.2210.3120.000.00.462000	Fundations® Level 1 Virtual Launch Workshop	$289.00
					Check Total:	$1,111.32
134965	12/16/2021	1103	Zwik, Lynn	10.0000.1510.4100.301.00.000000	Teen Leisure	$37.04
					Check Total:	$37.04
					Bank Total:	$1,275,759.48

Fund	Amount
10	$407,345.39
20	$195,338.17
30	$12,859.05
40	$498,601.30
60	$161,615.57
Fund Totals:	$1,275,759.48

End of Report

Disbursements Grand Total: $1,275,759.48

Community Consolidated School District No. 64

Fund Balances

Fiscal Year: 2021-2022

Month: November
Year: 2021
Fund Type:

☐ Include Cash Balance
☐ FY End Report

Fund	Description	Beginning Balance	Revenue	Expense	Transfers	Fund Balance
10	Education Fund	$34,185,055.78	$30,321,248.02	($22,896,095.97)	($154,308.60)	$41,455,899.23
20	Operations & Maintenance Fund	$2,161,615.83	$3,046,921.20	($2,667,877.27)	($783,925.00)	$1,756,734.76
30	Debt Services Fund	$2,444,187.43	$693.93	($545,607.75)	$938,233.60	$2,837,507.21
40	Transportation Fund	$1,263,207.23	$1,402,657.03	($1,495,104.92)	$0.00	$1,170,759.34
50	Municipal Retirement Fund	$442,560.77	$179,765.58	($412,710.28)	$0.00	$209,616.07
51	Social Security/Medicare Fund	$561,749.02	$539,004.78	($453,264.36)	$0.00	$647,489.44
60	Capital Projects Fund	$19,201.13	$1.19	($1,604,766.25)	$0.00	($1,585,563.93)
61	Cap Projects Fund - 2017 Debt Certs	$0.00	$0.00	$0.00	$0.00	$0.00
70	Working Cash Fund	$1,377,958.87	$248,296.65	$0.00	$0.00	$1,626,255.52
80	Tort Fund	$476,541.76	$135,918.37	($537,019.25)	$0.00	$75,440.88
	Grand Total:	$42,932,077.82	$35,874,506.75	($30,612,446.05)	$0.00	$48,194,138.52

End of Report

To: Board of Education
Dr. Eric Olson, Superintendent

From: Valerie Varhalla, Director of Business Services

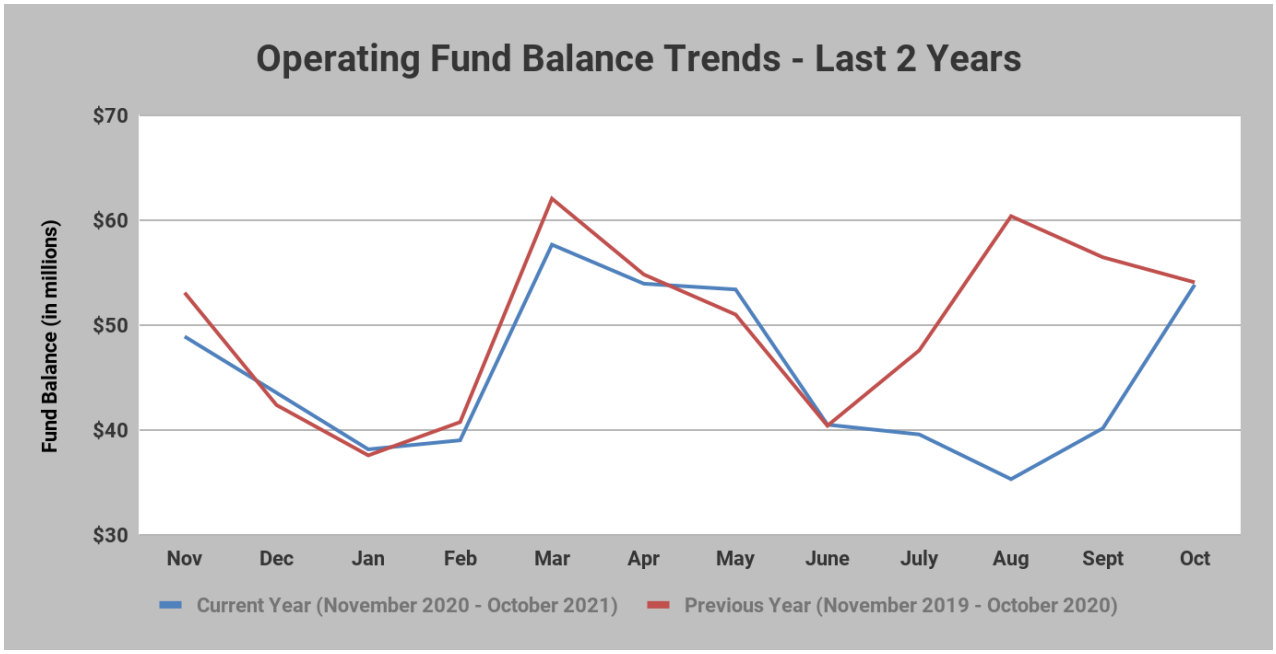
Date: December 16, 2021

Subject: Financial Update for the Period Ending October 31, 2021

Attached for your review are the following reports as of October 31, 2021:

- Fund Balance Report
- Revenue Summary Report
- Expenditure Summary Report

Fund balance in the Operating Funds increased by $13.6 Million in October to $53.8 million. The graph below shows a comparison of monthly fund balances over the last two years. The spikes in fund balance during July/August and February/March represent the District's property tax collections, which make up approximately 85% of the District's total annual revenues. It's very important for school districts to maintain fund balance reserves that are sufficient to cover operations in between those months, particularly during the fall/winter when revenues are typically scarce.



The most recent 12-month period followed a similar trend as the preceding year. Some notable exceptions are:

- January-Fund balance in December decreased at a faster rate due to two board resolutions adopted at the January 14th Board of Education meeting. Resolution #1262 directed the transfer of $783,925 for debt certificates and #1263 which directed the transfer of $113,072 for copier leases.
- February-The board adopted resolution #1264 on February 11th, directing the transfer of $2,000,000 from the Educational fund to the Operations and Maintenance Fund and then to the Capital Projects Fund. February was also the first month of the first installment of property tax revenue collections.
- July and August-As the district prepares for Full day kindergarten, fund balance is decreasing at a faster rate. The Board has been in discussion of issuing just under $26 Million in bonds to cover such expenses.
- September and October-Fund balance increased with the installment of real estate tax collections.

Revenue Summary - October

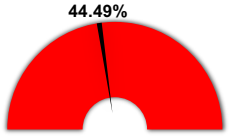
Total revenue for the District was 43% of budgeted revenues as of October 31 for all funds. This is inline with last year's pace (44%). The District received $18 Million in real estate taxes.

State and federal revenue was significant. The District received the standard two installments of Evidence Based Funding from the State ($306,000) along with grant expenditures of $121,877 and $400,900 in Transportation (both special ed and regular). Along with $534,000 in CPPRT.

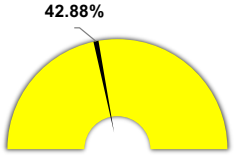
Educational | Operations and Maintenance | Transportation | IMRF | Working Cash | Tort

For the Period Ending October 31, 2021

Projected Year-End Balances as % of Budgeted Revenue

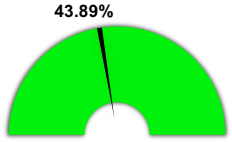


Actual YTD Revenues



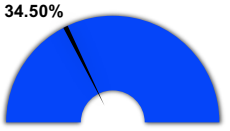
Projected YTD Revenues
42.54%

Actual YTD Local Sources



Projected YTD Local Sources
42.32%

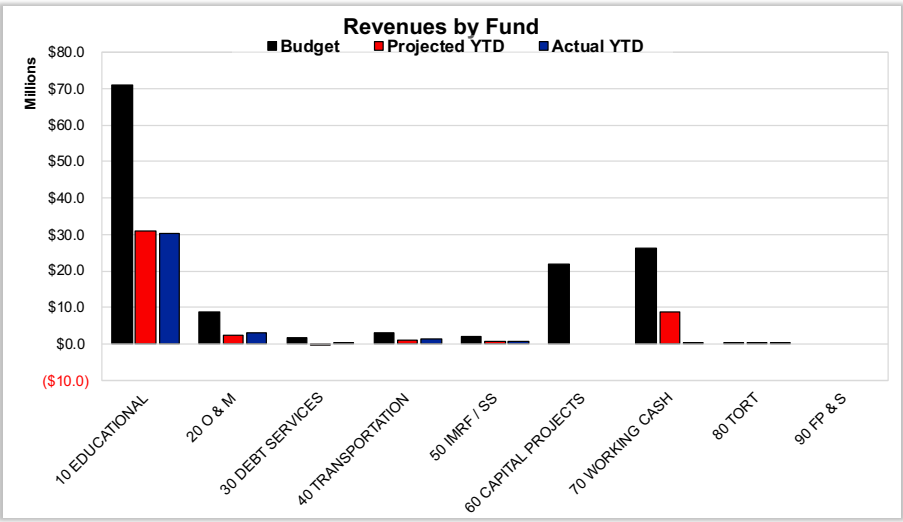
Actual YTD State Sources

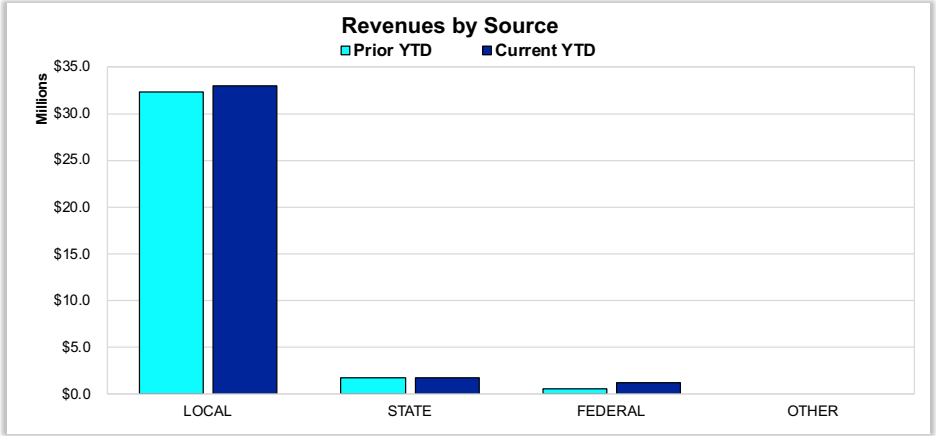


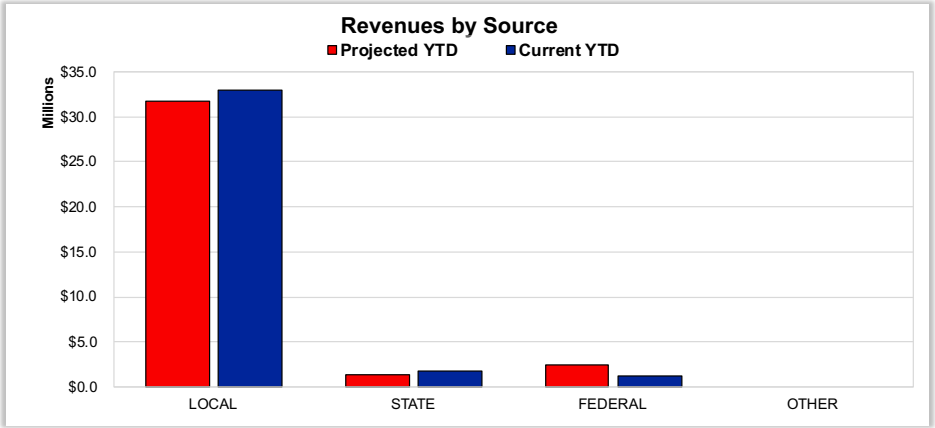
Projected YTD State Sources
27.51%

All Funds | Top 10 Sources of Revenue YTD

Ad Valorem Taxes	$30,699,438
Unrestricted Grants-in-Aid	$919,494
Payments in Lieu of Taxes	$895,434
Restricted Grants-In-Aid Received from the Federal Govt Thru	$857,046
State Transportation Reimbursement	$712,924
Textbook Income	$443,252
Food Service	$292,545
Federal Special Education	$198,110
Tuition	$183,418
Other Revenue from Local Sources	$179,197
Percent of Total Revenues Year-to-Date	**98.72%**







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Expenditure Summary - October

After completing four months of the fiscal year, the District has expended 22% of its overall budget which is inline with last year's pace (28%).

Table 1 below shows the year-to-date percentage of the payroll budget (salaries and benefits) that has been spent after each month as compared to last year. Total payroll expenditures are trending as projected in the budget.

Table 1: Payroll Expenditures

	YTD Percent of Budget Spent	
Month	**2021-22**	**2020-21**
October	25%	25%
September	17%	14%
August	6%	6%
July	1%	1%

Table 2 displays the cumulative percentage of the accounts payable budget (purchased services, supplies, equipment, etc.) that has been spent after each month versus last year.

Table 2: Accounts Payable Expenditures

	YTD Percent of Budget Spent	
Month	**2021-22**	**2020-21**
October	19%	33%
September	14%	31%
August	11%	26%
July	5%	15%

Accounts payable spending is running behind last year's budget pace. Since the worldwide pandemic, the District has been conservative in its spending. The District will see more spending at a faster rate as full day kindergarten expenditures start to roll through.

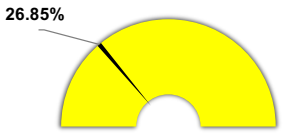
Educational | Operations and Maintenance | Transportation | IMRF | Working Cash | Tort

For the Period Ending October 31, 2021

Projected Year-End Balances as % of Budgeted Expenditures

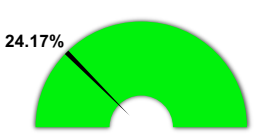
44.37%

Actual YTD Expenditures



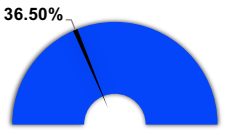
Projected YTD Expenditures 26.29%

Actual YTD Salaries / Benefits



Projected YTD Salaries / Benefits 22.30%

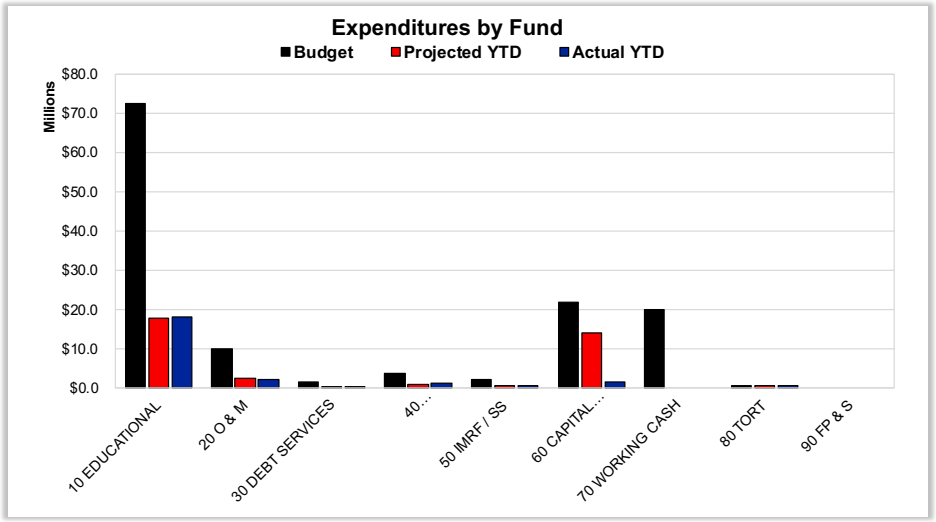
Actual YTD Other Objects

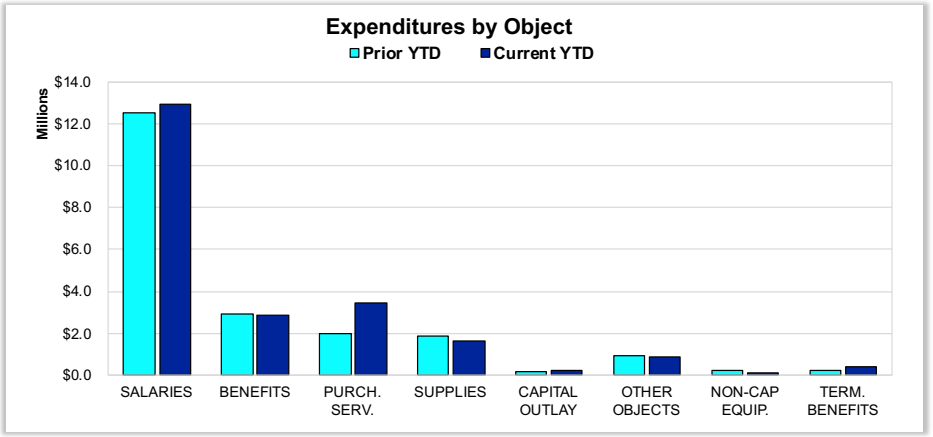


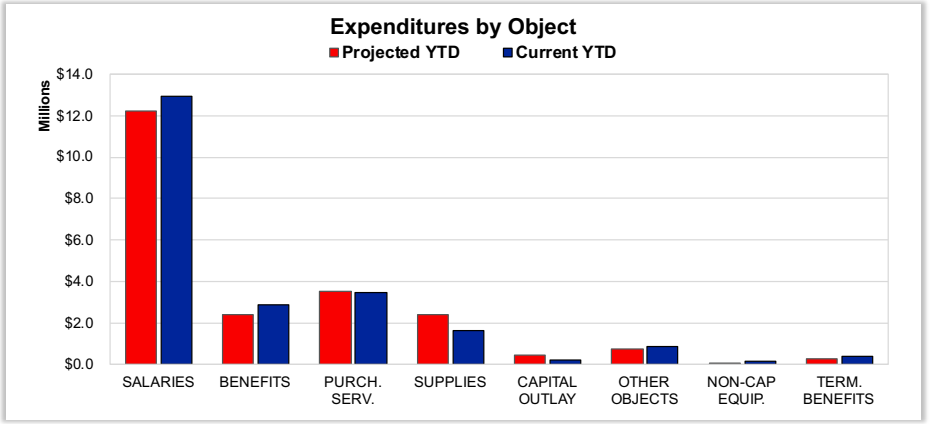
Projected YTD Other Objects 40.63%

All Funds | Top 10 Expenditures by Program YTD

Regular Programs	$7,564,029
Support Services - Business	$6,065,142
Support Services - Instructional Staff	$2,264,348
Special Education/Remedial Programs	$2,064,915
Support Services - Pupils	$1,447,519
Support Services - School Administration	$950,706
Support Services - Central	$897,516
Payments to Other Govt. Units - Tuition (In-State)	$757,317
Support Services - General Administration	$613,165
Summer & Gifted Programs	$540,741
Percent of Total Expenditures Year-to-Date	**92.20%**







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Community Consolidated School District No. 64

Fund Balances

Fiscal Year: 2021-2022

Month: October
Year: 2021
Fund Type: Operating

☐ Include Cash Balance
☐ FY End Report

Fund	Description	Beginning Balance	Revenue	Expense	Transfers	Fund Balance
10	Education Fund	$34,185,055.78	$30,287,868.04	($17,954,184.38)	$0.00	$46,518,739.44
20	Operations & Maintenance Fund	$2,161,615.83	$3,046,781.20	($2,163,471.27)	$0.00	$3,044,925.76
40	Transportation Fund	$1,263,207.23	$1,402,657.03	($1,174,952.18)	$0.00	$1,490,912.08
50	Municipal Retirement Fund	$442,560.77	$179,765.58	($320,996.26)	$0.00	$301,330.09
51	Social Security/Medicare Fund	$561,749.02	$539,004.78	($348,933.39)	$0.00	$751,820.41
70	Working Cash Fund	$1,377,958.87	$248,296.65	$0.00	$0.00	$1,626,255.52
80	Tort Fund	$476,541.76	$135,918.37	($536,706.75)	$0.00	$75,753.38
	Grand Total:	$40,468,689.26	$35,840,291.65	($22,499,244.23)	$0.00	$53,809,736.68

End of Report

Community Consolidated School District No. 64

Fund Balances

Fiscal Year: 2021-2022

Month: October
Year: 2021
Fund Type: Non-Operating

☐ Include Cash Balance
☐ FY End Report

Fund	Description	Beginning Balance	Revenue	Expense	Transfers	Fund Balance
30	Debt Services Fund	$2,444,187.43	$693.93	($53,186.20)	$0.00	$2,391,695.16
60	Capital Projects Fund	$19,201.13	$1.19	($1,373,775.42)	$0.00	($1,354,573.10)
61	Cap Projects Fund - 2017 Debt Certs	$0.00	$0.00	$0.00	$0.00	$0.00
	Grand Total:	$2,463,388.56	$695.12	($1,426,961.62)	$0.00	$1,037,122.06

End of Report

This Report Can be Viewed on the

Financial Data Current

RESOLUTION 1281 transferring funds from the operations and maintenance fund of Community Consolidated School District Number 64, Cook County, Illinois, to the capital projects fund of said School District.

* * *

WHEREAS, the Board of Education (the *"Board"*) of Community Consolidated School District Number 64, Cook County, Illinois (the *"District"*), maintains an operations and maintenance fund in and for the District (the *"Fund"*); and

WHEREAS, the Board has determined and does hereby determine that it is necessary and in the best interests of the District that funds be transferred from the Fund to the capital projects fund of the District (the *"Capital Projects Fund"*):

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Board of Education Community Consolidated School District Number 64, Cook County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. Transfer to Capital Projects Fund. In accordance with the rules and regulations of the Illinois State Board of Education and specifically Section 100.50(d)(2) of Title 23 of the Illinois Administrative Code, the School Treasurer of the District is hereby authorized and directed to forthwith permanently transfer an amount not to exceed $20,000,000 from the Fund to the Capital Projects Fund to be used as provided in said rules and regulations.

Section 3. *Severability*. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 4. *Repealer and Effective Date.* All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and that this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted December 16, 2021.

_____

Dr. Denise Pearl
President, Board of Education

_____

Phyllis Lubinski
Secretary, Board of Education

Member _____ moved and Member _____ seconded the motion that said resolution as presented and read by title be adopted.

After a full and complete discussion thereof, the President directed the Secretary to call the roll for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following members voted AYE:

The following members voted NAY:

Whereupon the President declared the motion carried and said resolution adopted, and in open meeting approved and signed said resolution and directed the Secretary to record the same in full in the records of the Board of Education of Community Consolidated School District Number 64, Cook County, Illinois, which was done.

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

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

_____

Phyllis Lubinski
Secretary, Board of Education

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of Community Consolidated School District Number 64, Cook County, Illinois (the *"Board"*), and that as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 16th day of December, 2021, insofar as same relates to the adoption of a resolution entitled:

> RESOLUTION 1281 transferring funds from the operations and maintenance fund of Community Consolidated School District Number 64, Cook County, Illinois, to the capital projects fund of said School District.

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

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 72 hours in advance of the holding of said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A,* that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the School Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the conduct of said meeting and in the adoption of said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 16th day of December, 2021.

Phyllis Lubinski
Secretary, Board of Education

INTERGOVERNMENTAL AGREEMENT FOR FACILITIES USE AND OPERATION OF A BEFORE AND AFTER SCHOOL RECREATIONAL PROGRAM

This Intergovernmental Agreement ("Agreement") is entered into on the dates set forth below, by and between the Board of Education of Park Ridge-Niles Community Consolidated School District No. 64, Cook County, Illinois ("School District") and the Park Ridge Park District ("Park District"). The School District and Park District are hereinafter sometimes referred to individually as a "Party," and collectively as the "Parties."

WHEREAS, the Park District agrees to operate a before and after school recreational program, commonly known as "Beyond the Bell" ("Program"), at Roosevelt, Field, Carpenter, Washington and Franklin Elementary Schools ("the Elementary Schools") on the terms and conditions hereinafter set forth; and

WHEREAS, the School District desires to provide the Park District a license for the defined space as detailed below in Paragraph 4.a for the purpose of operating the Park District's Program at the Elementary Schools; and

WHEREAS, students of the School District benefit from the administrative ease of having access to the Park District's programs directly at the School District's facilities; and

WHEREAS, the School District and the Park District have the authority to enter into this Agreement pursuant to the *Intergovernmental Cooperation Act*, 5 ILCS 220/1, *et seq*., and Article 7, Section 10 of the Constitution of the State of Illinois.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term**. The term of this Agreement shall commence on July 1, 2021, and shall terminate on June 30, 2022, unless otherwise terminated as provided herein. The Program shall begin operation on or about August 19, 2021, and continue through the last day of student attendance for the School District's 2021-2022 school year. The Agreement may be renewed for additional one (1) year terms thereafter, by mutual written agreement of the Parties signed by authorized officers of the Parties.

2. **Termination.** This Agreement may be terminated as follows:

a. at any time by mutual written agreement of the Parties;

b. by either Party for convenience, upon ninety (90) days' written notice; or

c. by either Party for cause. In the event of the failure of any Party to perform any or all of its duties and obligations under the terms and conditions of this Agreement, the other Party may provide written notice of such breach to the breaching Party, and may thereafter terminate this Agreement in the event that the breaching Party shall not have cured such breach within thirty (30) days after receipt of such notice.

3. <u>Park District Responsibilities</u>. The Park District agrees to perform the following duties and responsibilities:

a. Establish and operate the Program, during the hours of 7:00 a.m. and 8:50 a.m. and 2:40 p.m. and 6:00 p.m., or such hours as the Parties agree upon from time to time, and are necessary for the operation of the Program, on all days that the School District's students are required to attend school in person. Only students of the School District will be permitted to register for the Program.

b. To the extent that the Park District intends to collect fees from students/families who attend the Program, the Park District shall provide the School District with notice of the intended fee amounts no later than July 1 of each year.

c. Ensure that each Program staff member undergoes a criminal background check, in accordance with the *Park District Code* Section 8-23, 70 ILCS 1205/8-23, prior to beginning work in the Program, and direct each Program staff member to undergo a fingerprint criminal background check at the Park District's sole expense.

d. Notify the School District if a Program participant has diabetes and is requesting the potential administration of Glucagon and direct the participant's parent or caregiver to provide the School District with a Diabetes Care Plan for such Program participant.

e. Comply with all applicable policies of the School District, including but not limited to 8:20 (Community Use of School Facilities, as well as Board Policies 2:260 (Uniform Grievance Procedure), 7:20 (Harassment, Bullying, and Intimidation), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), and 7:190 (Student Behavior).

f. While on School District property, the Park District must comply with all School District rules, procedures, and instructions relating to health and safety precautions (*e.g.*, social distancing, face coverings, hand washing, sanitization, and temperature and symptom checks), and any guidance or requirements from federal, state, and local public health officials. Upon request, the Park District must submit a plan that addresses procedures for Program implementation during the COVID-19 pandemic to the School District for approval prior to the start of

the 2021-2022 school year. Such plan must be updated as necessary to address any subsequent revisions to public health guidance and requirements.

4. **School District Responsibilities**. The School District agrees to perform the following duties and responsibilities:

a. Provide the Park District with access to the following space ("Facilities") within the Elementary Schools:

Field – North Gym
Washington – North Gym
Franklin – Gym
Roosevelt – South Gym, South Gym Hallway
Carpenter – South Gym and Auditorium
Playgrounds at all of the Elementary Schools
Any other spaces in the Elementary Schools that are mutually agreed upon by the Parties

If any of the spaces above are needed for School District use, the School District will provide an alternate location for the Program. In such event, the School District will provide the Park District with as much notice as reasonably possible. The School District will also provide reasonable access to its parking lots, walkways, grounds and common facilities to allow parking and ingress/egress for the Park District Program. Provided, however, that for the 2021-2022 school year, the School District shall only provide one (1) mutually agreed upon designated space within each Elementary School.

b. Provide the Park District staff with access to the Facilities during the following times: 6:30 a.m. to 8:30 a.m. and 2:40 p.m. to 6:30 p.m. or such hours as the Parties agree upon so that the Park District can operate the Program on all days that the School District's students are required to be in attendance.

c. Provide a School District employee or third-party contractor who: (i) is trained in Glucagon administration, (ii) will be solely responsible for identifying and treating any Program participant with diabetes when one of the Program participants identified pursuant to Paragraph 3(e) needs immediate or emergency medical attention while attending the program, and (iii) will be solely responsible for administering Glucagon when an immediate or emergency need is identified pursuant to subparagraph 4(c)(ii). The School District shall bear the sole responsibility and expense of: training any such employees/third-party contractors, and providing any salaries, contractual payments, or other benefits to the employee/third-party contractor. The School District acknowledges that the individuals described in this Paragraph are not Program staff members (i.e., are not Park District employees), are not joint employees of the Park District, and are

not co-employees of the Park District, but rather are staff provided by the School District. The School District shall be solely responsible for the hiring/discharging, evaluation, supervision and direction of these individuals.

d. Provide and pay for utilities of the space, including, but not limited to, electricity, gas, water, garbage, and sewer service. The School District shall maintain and keep the lawns, walkways, parking areas, and sidewalks around the Elementary Schools in good order and repair in a clean, safe and useable condition, reasonably clear of snow, ice, and debris. The School District shall provide regular daily cleaning and periodic surface maintenance, commensurate with the School District's customary cleaning procedures used in other School District facilities.

e. The Park District shall not be responsible for making any structural repairs or replacements of the Elementary Schools, except as provided in Paragraph 6 below.

5. **Employment and Supervision**. All Program staff members are and will remain employees of the Park District rather than the School District. The Park District shall be responsible for the payment of salaries and benefits, and the evaluation, supervision and direction of Program staff members, and the operation of the Program.

6. **Property Damage**. The Park District shall pay the cost of repair for any damages beyond normal wear and tear which occur in connection with its use of the Facilities, including, but not limited to, damage to buildings, equipment, supplies, or fixtures that is caused by a Park District employee or agent, or by a Program participant during the operation of the Program.

7. **Third Party Beneficiaries**. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this 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 Agreement, or to acknowledge, establish or impose any legal duty to any third party.

8. **Indemnification**. To the fullest extent permitted by law, the Park District agrees to indemnify and hold harmless the School District, its individual Board members, administrators, employees, volunteers and agents ("School District Indemnitees") from and against any and all claims, demands, actions, liabilities, damages, costs and expenses (including reasonable attorney's fees and court costs) arising from or in connection with the Park District's activities under this Agreement and any breach of this Agreement, except to the extent that said claims, demands, actions, liabilities, damages, costs and/or expenses have been caused by the negligence or intentional wrongful conduct of the School District Indemnitees.

To the fullest extent permitted by law, the School District agrees to indemnify and hold harmless the Park District, its individual Board members, administrators, employees, volunteers and agents ("Park District Indemnitees") from and against any and all claims, demands, actions, liabilities, damages, costs and expenses (including reasonable attorney's fees and court costs) arising from or in connection with the School District's activities under this Agreement and any breach of this Agreement, except to the extent that said claims, demands, actions, liabilities, damages, costs and/or expenses have been caused by the negligence or intentional wrongful conduct of the Park District Indemnitees.

Notwithstanding any other term of this Agreement, neither Party shall be obligated to indemnify and hold harmless any independent contractors/third-party contractor of the other Party.

The indemnification obligations contained in this Paragraph are subject to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/1-101, *et seq.*, or otherwise provided by law.

9. **Insurance**. Each Party shall obtain and maintain in full force and effect during the term of this Agreement, or any extension thereof, Commercial General Liability Insurance, self-insurance, or insurance through a self-insured risk pool, with limits of not less than $1,000,000 per occurrence, a general aggregate limit of not less than $2,000,000, and umbrella coverage with limits not less than $5,000,000. Each Party's General Liability insurance (or self-insurance or self-insured risk pool) policy shall name the other Party's Indemnitees (identified in Paragraph 8) as additional insureds on the above required policies. The Parties also agree to obtain and maintain in full force and effect statutory Workers' Compensation Insurance. All policies, with the exception of Workers' Compensation Insurance, must be on an occurrence basis, not a claims-made basis. Prior to the commencement of this Agreement or any renewal or extension thereof, and upon request of either Party, each Party shall furnish the other Party with Certificates of Insurance or Certificates of Coverage, showing compliance with the insurance requirements set forth above.

In the event that the School District employs a nurse to perform the duties listed in Paragraph 4.c, the School District shall obtain and maintain in full force and effect during the terms of this Agreement, or any renewal or extension therefore, professional liability insurance in the amounts specified for the GL insurance listed in this Paragraph 9. In the event that the School District satisfies its obligations in Paragraph 4.c by contracting with a third-party, the School District shall require the third-party contractor to (a) supply proof of Workers' Compensation and GL coverages and limits specified in this Paragraph 9 and (b) extend that GL coverage to the Park District and School District via an additional insured endorsement.

10. **Governing Law and Severability**. This Agreement shall be construed in accordance with the laws of the State of Illinois. If any provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and each remaining term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. **Notice**. Notices shall be deemed properly given hereunder if in writing and either hand delivered, sent by United States certified mail, return receipt requested, postage prepaid, or sent by a national overnight courier service to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to School District:
Park Ridge-Niles Community Consolidated School District No. 64
164 South Prospect Avenue
Park Ridge, Illinois 60068
Attn: Superintendent

If to Park District:
Park Ridge Park District
733 N. Prospect Ave.
Park Ridge, IL 60068
Attn: Executive Director

All such notices will be effective upon of delivery.

12. **Entire Agreement**. This Agreement contains the entire agreement between the Parties with respect to the Program and cannot be modified except in a writing, dated subsequent to the date hereof and signed by authorized officers of both Parties.

13. **No Joint Venture**. Nothing in this Agreement shall be deemed to create any joint venture or partnership between the Parties. Neither Park District nor School District shall have the power to bind or obligate the other except as to the extent expressly set forth in this Agreement.

14. **Authority**. The individual officers of Park District and School District who have executed this Agreement represent and warrant that they have the full power and lawful authority to execute this Agreement and perform and fulfill the obligations and responsibilities contemplated hereunder on behalf of and in the name of their respective governing boards.

15. **Waiver**. The waiver by either Party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition herein

contained. None of the terms, covenants, or conditions of this Agreement can be waived by either Party except by appropriate written instrument signed by an authorized officer of the waiving Party.

16. **Multiple Counterparts**. This Amendment may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute but one and the same instrument. In the event any signature is delivered by facsimile or by e-mail delivery of a scanned electronic file, such signature shall create a valid and binding obligation of the party with the same force and effect as if the facsimile or scanned electronic signature page were an original thereof.

17. **Confidentiality**. To the extent applicable, the Park District shall comply with all state and federal laws related to student privacy, including, but not limited to, the *Illinois School Student Records Act*, the Illinois *Mental Health and Developmental Disabilities Confidentiality Act*, and the federal *Family Educational Rights and Privacy Act*, and all rules and regulations governing the release of student records and medical records. To the extent the School District releases student record information to the Park District in conjunction with the Program, the Park District shall also comply with the outlined terms of such release and receipt. The Park District shall implement and maintain appropriate security protocols to prevent third-party access to information and data provided by the School District or gathered by the Park District during the operation of the Program. In the event the security of student information or data or parent/family personal or financial information is breached, the Park District shall notify the School District of the breach immediately and inform the School District of the information compromised. The Park District must obtain consent from the parent/guardian of each participant, in a form approved by the School District, to enable the School District to disclose requested student record information about participants. The Park District must provide copies of such signed consents to the School District before requesting any student record information.

Signature Page Follows

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Park District and the School District have caused this Agreement to be executed on the dates set forth below.

BOARD OF EDUCATION OF PARK RIDGE-NILES COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 64, COOK COUNTY, ILLINOIS	**PARK RIDGE PARK DISTRICT**
By: _____	By: _____
Its: _____	Its: _____
Attest: _____	Attest: _____
Its: _____	Its: _____
Date: _____	Date: _____

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Appendix 11

Approval of Minutes

ACTION ITEM 21-12-9

I move that the Board of Education of Community Consolidated School District 64 Park Ridge-Niles, Illinois approve the Minutes from the Special Meeting on November 13, 2021; the Closed Meeting on November 18, 2021; and the Regular Meeting on November 18, 2021.

The votes were cast as follows:

Moved by _____ Seconded by _____

AYES:
NAYS:
PRESENT:
ABSENT:

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BOARD OF EDUCATION
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 64
Minutes of the Special Board of Education Meeting held at 6:00 p.m.
November 13, 2021
Washington School - Multipurpose Room
1500 Stewart Ave, Park Ridge, IL

Board President Pearl called the special meeting to order at 9:03 a.m. Board members in attendance were Phyllis Lubinski, Carol Sales, Rebecca Little, and Gareth Kennedy. Board member Dr. Nicole Woitowich was absent from the special meeting; Board member Tom Sotos joined the meeting later. Also attending were: Superintendent Dr. Eric Olson, and Director of Facility Management Anthony Bersani. One member of the public was present.

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

PLEDGE OF ALLEGIANCE
President Pearl led the pledge.

OPENING REMARKS FROM PRESIDENT OF THE BOARD
President Pearl stated that the Board members would go on a tour of the schools with a focus on full-day kindergarten-related construction. The members would be informed about where construction would take place and will listen and receive information. Questions and more detailed conversations would happen at the Thursday, November 18, regular meeting.

PUBLIC COMMENTS
Public comments were invited through a posted email address on the District's website and in the Board report. Members of the public who were present in person were also invited to submit comments. No comments were received.

TOUR OF DISTRICT FACILITIES
The Board members boarded the van and went on a tour of the elementary school buildings, guided by Mr. Bersani and Dr. Olson.

ADJOURNMENT
At 11:50 a.m. the Board returned from the tour; no further business was conducted. The Board thanked the administration for organizing the tour and for the insightful information received.

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At 11:53 a.m. it was moved by Board member Little and seconded by Board member Kennedy to adjourn from the special meeting. The motion was carried by a unanimous voice vote.

Signed Date: December 16, 2021.

_____
President

_____
Secretary

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BOARD OF EDUCATION
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 64
Minutes of the Regular Board of Education Meeting held at 7:00 p.m.
November 18, 2021
Roosevelt School - South Gym
1001 S Fairview Ave, Park Ridge, IL

Board President Pearl called the meeting to order at 6:30 p.m. Other Board members in attendance were Carol Sales, Phyllis Lubinski, Tom Sotos, Rebecca Little, Gareth Kennedy, and Dr. Nicole Woitowich. Also attending were: Superintendent Dr. Eric Olson; Assistant Superintendent for Human Resources Dr. Joel T. Martin; Chief School Business Official Adam Parisi; and Hodges Loizzi Legal Counsel James Levi.

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

BOARD RECESSES & ADJOURNS TO CLOSED MEETING
At 6:34 p.m. it was moved by Board member Kennedy and seconded by Board member Little to recess from the regular Board meeting and adjourn to a closed meeting to discuss the following: the setting of a price for the sale of property owned by the District [5ILCS 120/2(c)(6)].

The votes to adjourn to the closed meeting were cast as follows:
Ayes: Sotos, Kennedy, Lubinski, Pearl, Woitowich, Little, Sales
Nays: None
Present: None
Absent: None
The motion carried.

BOARD ADJOURNS FROM CLOSED MEETING & RESUMES REGULAR MEETING
The Board adjourned from the closed meeting and resumed the regular meeting at 7:00 p.m. In addition to those listed above, also present were: Assistant Superintendent for Student Learning Dr. Lori Lopez; Director of Student Services Dr. Lea Anne Frost; Director of Facility Management Anthony Bersani; Director of Technology Mary Jane Warden; Communications Coordinator Nick Shepkowski; and Administrative Assistant to the Superintendent Natasha Nedeljkovic. Approximately 30 members of the public were present.

PLEDGE OF ALLEGIANCE

OPENING REMARKS FROM PRESIDENT OF THE BOARD

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Dr. Pearl reserved her remarks for later in the meeting, as member Tom Sotos had stepped away for a phone call.

BOARD ADJOURNS FROM REGULAR MEETING & CONVENES TO A PUBLIC HEARING TO ADOPT A RESOLUTION ON E-LEARNING PROGRAM

It was moved by Board member Little and seconded by Board member Woitowich to adjourn from the regular meeting and convene to a public hearing on the e-learning program. There were no comments from the administration or the Board members. Public comments were invited and received as follows:

- Bryan Mercado: a District parent, questioned the efficacy of the e-learning platform.

BOARD ADJOURNS FROM THE PUBLIC HEARING TO ADOPT A RESOLUTION ON E-LEARNING PROGRAM & RESUMES REGULAR MEETING

With no further discussion or comments, at 7:05 pm it was moved by Board member Little and seconded by Board member Lubinski to adjourn the public hearing.

The votes to adjourn were cast as follows:
Ayes: Woitowich, Lubinski, Pearl, Little, Sales, Kennedy
Nays: None
Present: None
Absent: Sotos
The motion carried.

At 7:06 pm, Board member Sotos rejoined the meeting.

PUBLIC COMMENTS

Public comments were invited through a posted email address on the District's website and in the Board report. Members of the public who were present in person were also invited to submit comments, they were received as follows:

- Colette Angarone: addressed the Board on the issue of vaccines and removal of COVID prevention protocols in place
- Elizabeth Juiris: addressed the Board on the need to remove mitigation measures in place for students after vaccines
- Lucas Fuksa: addressed the Board on the issue of vaccines, masks, and lunch at school
- Kisondra Prieto: addressed the Board on the issue of masks, mitigation protocols, and lunch
- Jeffrey Bond: addressed the Board on the issue of gun safety and resolution 15, governance, as well as the current mitigation protocols in place

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Board members Sales and Lubinski read the public comments received via email, as follows:

- Peter Gayford: wrote to the Board about IASB resolution 15, asking them to reconsider their position and vote at the assembly during the upcoming Triple I conference
- Jan Starzek: wrote to the Board asking them to reconsider their position and vote on Resolution 15 at the assembly during the Triple I conference
- Ursula Walendzewicz: wrote to the Board on the issue of testing, unvaccinated students, and the need to remove masks
- The League of Women Voters of Park Ridge: wrote to the Board asking them to reconsider their position and vote on Resolution 15 at the assembly during the Triple I conference

WELCOME TO ROOSEVELT SCHOOL

Dr. Kevin Dwyer, principal of Roosevelt, welcomed everyone and introduced Library Information Specialist Taryn Handlon who gave a presentation on Roosevelt's technology lab. A group of fifth-grade students demonstrated for the Board members their tech skills and some of the projects they were working on. Roosevelt's technology lab was created in 2015 thanks to funding provided by the PTO and is available to all students.

APPROVAL OF MEETING AGENDA

No changes were made to the agenda.

STUDENT/STAFF RECOGNITION

Erica Faulhaber, the Curriculum Specialist for instrumental music, introduced this year's musicians who earned the honor of participating in the Illinois Music Educators Association Festival sponsored by the Illinois Music Educators Association (ILMEA). Students spent months preparing their virtual auditions for submission. More than 1,000 of the finest band and orchestra students from more than 50 junior high schools in the North Suburban area auditioned for a position in these all-star groups. This year's participants from District 64 were:

Emerson: Emma Erickson, bass; Edward Kotty, trombone; Paxton Miller, tuba; Isaac Potempa, jazz guitar.

Lincoln: Reed Maurer, alto saxophone; Oliver Poole, french horn; Simon Zwierczyk, bass.

The students were presented with a certificate and congratulated by the Board.

SCHOOL BOARD MEMBER APPRECIATION DAY

Dr. Olson noted that November 15 was Board appreciation day and thanked each member for their service, reminding everyone that this is a volunteer position. He said he was grateful for their guidance and leadership and appreciated how well the members worked together.

Before the next item on the agenda, Board president Pearl gave her remarks. She stated that the Board members had answered a survey recently to gauge their progress and work as a group. She explained the Board would discuss this survey in more detail at the December meeting, but she would like to introduce a

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more structured process to the Board's communication during meetings starting tonight. The Board would let the presenters finish their presentations, then every member would get a chance to ask a question.

COVID-19 & PREVENTION STRATEGIES UPDATE

Dr. Olson said the District was hosting a vaccine clinic for students on November 20 and December 11. So far, just under 450 families have signed up. He said that although metrics indicated a rise in numbers in the area, this was not happening in the schools. Parents would be given an opportunity to change their testing options before the Thanksgiving break and once again after the winter break. Dr. Olson expected a drop in the number of students being tested weekly once the vaccine was fully administered. He said the District would be switching from SHIELD to Exam Lab Corp for their weekly testing. He mentioned that he had met a few days ago with the Medical Advisory Board comprised of administrators, the District head nurse, and doctors. He had asked the doctors if they expected the guidelines to change this school year, but they did not think so. He told the Board that outside groups (speakers, clubs, etc.) would be allowed back into the buildings after the break, with required proof of vaccination. Board member Sotos asked for consideration for unvaccinated students and for them to be treated the same as vaccinated students so that they don't feel singled out. Board member Kennedy said he had attended the Pandemic Advisory Committee meeting this past week and felt the committee was not transparent enough; he also urged for an "exit plan" to be created and approved by the Board. Board member Lubinski stated she had been on the Pandemic Advisory Committee since its creation and felt the feedback and conversations were very valuable. Dr. Olson stressed that this was only an advisory committee with no decision-making power. Board member Woitowich stated that the District was and should continue to follow State and County guidelines as per the governor's executive order. While it was important to engage the stakeholders in a dialogue, they should not dictate policy. The Board discussed the committee's purpose. Dr. Olson stressed once again that it was important to hear from all groups, engage in conversations to understand our each operated, and receive feedback before making decisions. The Board discussed the current lunch procedure and kids eating lunches on the floor on towels due to lack of space in some buildings. Members asked if this could be remedied by providing folding tables. Dr. Olson explained that the situation was different at each building based on available space; it would require additional personnel to set up and take down tables, the cost of the tables would be an issue to consider, and some buildings would not have the space to accommodate the additional tables.

PT3 BOARD UPDATE

Dr. Frost presented an update of the Parent and Teacher Talking Together (PT3) group's work thus far this year. The group had met three times this school year and worked on a progress report from the 2018 audit, state indicator data, student achievement data, and parent IEP feedback data. The group had then identified specific activities to work on this year and decided to focus on disability awareness activities. Dr. Frost then read statements from staff representative Colin Baer and parent representative Andrea Yanella. Dr. Frost confirmed that the group will be involved with the new audit and provide feedback. Board member Sales inquired about participation during group meetings, Dr. Frost said that the meetings were virtual and participation had declined. The members were not the same members that had joined in 2018, the group had evolved.

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APPROVAL OF CONTRACT FOR SPECIAL EDUCATION AUDIT

Dr. Frost noted that two audits had previously been conducted in 2017-2018 and the time seemed right to go through another audit to gauge the progress made. She said a request for proposal had been prepared and released, two firms responded, both responses were carefully considered and reviewed, and the administration was making a recommendation to award the contract to Atlantic Research Partners. Dr. Frost noted that there was a significant cost difference between this audit and the previous ones, but this one was much more comprehensive. This audit would include longer on-site visits to all buildings, conversations with parents, and additional steps. Dr. Frost said that while she was retiring at the end of this school year, she wanted to leave the District with a path to continue the growth and build on the progress made.

ACTION ITEM 21-11-1

It was moved by Board member Lubinski and seconded by Board member Sales that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, award a contract to Atlantic Research Partners to conduct a special education audit at a cost of $100,000.

The votes were cast as follows:
Ayes: Woitowich, Lubinski, Sotos, Pearl, Little, Sales, Kennedy
Nays: None
Present: None
Absent: None
The motion carried.

APPROVAL OF RESOLUTION #1274 FOR E-LEARNING PROGRAM IN LIEU OF EMERGENCY DAYS COMMENCING SCHOOL YEAR 2021-22

Dr. Olson said that districts were required to have a plan in place approved by the Board. He stated that the administration had worked in connection with the union and based the plan on the union's recommendations, with only minor subsequent changes. A cap on the number of days used for e-learning is not part of the plan, however, the school calendar allows for five built-in emergency days. Some members expressed concern over the lack of the cap, and some wanted to preserve the traditional "snow day" for students.

Before the Board voted on the plan, Board member Kennedy moved to table the subject, the motion was seconded by Board member Sotos.

The votes were cast as follows:
Ayes: Sales, Kennedy, Woitowich
Nays: Little, Pearl, Sotos, Lubinski
Present: None
Absent: None

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The motion failed.

ACTION ITEM 21-11-2

It was moved by Board member Sales and seconded by Board member Lubinski that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, approve Resolution #1274 to adopt an e-learning program in lieu of the District's scheduled emergency days or because a school is selected to be a polling place. This program is to be implemented for a period of three (3) years (2021-22, 2022-23, 2023-24) prior to renewal.

The votes were cast as follows:
Ayes: Little, Pearl, Sales
Nays: Sotos, Woitowich, Lubinski, Kennedy
Present: None
Absent: None
The motion failed.

Board legal counsel noted that should the administration choose to bring back a plan to the Board for another vote, the entire process would need to start again, including the public hearing and all required steps.

RATIFICATION OF PREA/BOARD AGREEMENT

Board members stated they were thankful for the negotiations process and the achievement of a five-year agreement.

ACTION ITEM 21-11-3

It was moved by Board member Little and seconded by Board member Sales that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, ratify the five-year contract between the Park Ridge Education Association (PREA) and the Board of Education on November 18, 2021.

The votes were cast as follows:
Ayes: Little, Sales, Woitowich, Lubinski, Pearl, Kennedy, Sotos
Nays: None
Present: None
Absent: None
The motion carried.

FULL-DAY KINDERGARTEN UPDATE

This item was moved up on the agenda, as some Board members considered this update and discussion necessary before the vote on the bonds resolution. Dr. Olson said that the administration had researched the issue of charging tuition and found that the arguments went both ways. He concluded that this should be an

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individual district decision. The Board was not voting on that issue tonight. He stated that more information would be provided to the Board on staffing costs at the December meeting. Board member Kennedy mentioned that the members had toured all the elementary buildings the previous week and noticed that some construction was not kindergarten-related. He requested a breakdown of the costs highlighting the full-day kindergarten portion and the other non-related items. Chief School Business Official (CSBO) Adam Parisi explained to the Board some buildings would require the use of modular classrooms during the full-day kindergarten construction. Field and Washington Schools were landlocked and parts of the buildings would need demolishing to allow for construction and rebuilding. While Washington was able to relocate classrooms within the existing building, Field would require the lease of two modular classroom units. Jefferson was ongoing a complete renovation and would require four modular classrooms units. CSBO Parisi went over lease costs: $1690 per month for the 2-classroom unit, $3380 per month for the 4-classroom unit. In addition, both units will incur $80K per unit for delivery, access setup to water, heating, electrical, etc. These costs were not included in the original construction estimate and would be paid out of the fund balance; no furniture purchases were needed. CSBO Parisi stressed that this was a temporary solution. Dr. Olson confirmed that the District would host evening events for parents at each elementary building to share the plans for each school.

ADOPTION OF RESOLUTION #1275 PROVIDING FOR THE ISSUE OF NOT TO EXCEED $25,950,000 GENERAL OBLIGATION LIMITED TAX SCHOOL BONDS FOR THE PURPOSE OF INCREASING THE DISTRICT'S WORKING CASH FUND, PROVIDING FOR THE LEVY OF A DIRECT ANNUAL TAX TO PAY THE PRINCIPAL AND INTEREST ON SAID BONDS, AND AUTHORIZING EXECUTION OF A BOND PURCHASE AGREEMENT WITH RAYMOND JAMES & ASSOCIATES, INC., IN CONNECTION WITH THE PROPOSED SALE OF SAID BONDS

CSBO Parisi noted this was the third and final stage in the process for the full-day kindergarten construction funding this spring and summer. Attorneys from both Chapman and Cutler and Raymond James confirmed that they had worked with CSBO Parisi throughout the entire process and followed through with all the statutory requirements. They confirmed that the District was legally authorized to issue the bonds.

ACTION ITEM 21-11-4

It was moved by Board member Lubinski and seconded by Board member Little that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, approve Resolution #1275 providing for the issue of not to exceed $25,950,000 General Obligation Limited Tax School Bonds for the purpose of increasing the District's Working Cash Fund, providing for the levy of the a direct annual tax to pay the principal and interest on said bonds, and authorizing execution of a Bond Purchase Agreement with Raymond James & Associates, Inc in connection with the proposed sale of said bonds.

The votes were cast as follows:
Ayes: Woitowich, Pearl, Lubinski, Sales, Little
Nays: Sotos, Kennedy

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Present: None
Absent: None
The motion carried.

APPROVE THE AWARDING OF CONTRACT TO PURCHASE MECHANICAL UNITS - JEFFERSON SUMMER 2022 RENOVATION PROJECT

CSBO Parisi stressed that current supply chain issues would make it more difficult to get materials in a timely manner or at reasonable costs. He recommended that the Board approve these purchases to ensure timely delivery and avoid price-gouging.

ACTION ITEM 21-11-5

It was moved by Board member Kennedy and seconded by Board member Little that the Board of Education of Community Consolidated School District 64, Park Ridge-Niles, Illinois, approve the awarding of the contract for the mechanical units to be used in Jefferson School not to exceed $593,000.

The votes were cast as follows:
Ayes: Sales, Lubinski, Little, Kennedy, Woitowich, Sotos, Pearl
Nays: None
Present: None
Absent: None
The motion carried.

PRESENTATION OF DRAFT CALENDAR FOR 2022-23 SCHOOL YEAR

Dr. Olson presented the draft of the 2022-2023 calendar that had previously gone through the calendar committee. School would start a little later, on August 24, 2022, to allow for summer construction. The District proposed to use an Institute Day for the consolidated primary elections on February 28, 2023 and an e-learning day for the consolidated general elections on April 4, 2023. The last day of school for students would be June 8, 2023. Dr. Olson confirmed that the breaks were aligned with District 207. Board members requested that “Columbus Day” be added to the October holiday labeled “Indigenous Peoples’ Day”. Board member Kennedy did not believe the February 28 election day was necessary and inquired about moving the Institute Day to April 4, which would eliminate the use of an e-learning day. The administration will bring back the calendar for approval at the December meeting, following revisions.

APPROVAL OF RECOMMENDED PERSONNEL REPORT

It was noted that the Board is relying upon the recommendation of the Superintendent and administration in their professional judgment as to the hiring of these individuals per Policy 2:130.

Nina Bennett - Employ as Special Education Teacher Assistant at Roosevelt School effective October 25, 2021 - $17.04 hourly.

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Gloriane Bork - Employ as Extended Day Kindergarten Teacher Assistant at Jefferson School effective November 8, 2021 - $17.04 hourly.
Nicole Gurgone - Employ as Special Education Teacher Assistant at Roosevelt School effective October 25, 2021 - $17.04 hourly.
Rico Perez - Resign as Night Custodian at Jefferson School effective August 27, 2021.
Natalie Blachut - Retire as Business Services Associate effective January 3, 2022.
Rita Downing - Retire as Special Education Teacher Assistant at Emerson Middle School effective October 29, 2021.
Danna Karkazis - Correction: Resign as Level IV Secretary at Emerson Middle School effective November 5, 2021.

ACTION ITEM 21-11-6
It was moved by Board member Lubinski and seconded by Board member Kennedy that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the Personnel Report dated November 18, 2021, 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:
Ayes: Sotos, Little, Kennedy, Woitowich, Lubinski, Pearl, Sales
Nays: None
Present: None
Absent: None
The motion carried.

CONSENT AGENDA
The Board took a quick break to consult with legal counsel on the possible need for a closed session to discuss the intergovernmental agreement in the consent agenda. The agreement was pulled from the consent agenda and set aside.

- Bills, Payroll, and Benefits

Bills

Fund	Fund Total
10 - Education Fund	$ 381,916.34
20 - Operations and Maintenance Fund	$ 216,721.09
30 - Debt Services	$ 12,859.05
40 - Transportation Fund	$ 320,155.36
50 - Retirement (IMRF/SS/MEDICARE)	$ -
60 - Capital Projects	$ 230,990.83
61 - Capital Projects-2017 Debt Certificates	$ -

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80 - Tort Immunity Fund	$ - 312.50
90 - Fire Prevention and Safety Fund	$ -
Total:	$ 1,162,955.17

Payroll & Benefits

Fund	Fund Total
10 - Education Fund	$17,940,042.50
20 - Operations and Maintenance Fund	$ 2,163,471.27
30 - Debt Services Fund	$ 53,186.20
40 - Transportation Fund	$ 1,174,952.18
50 - IMRF/FICA Fund	$ 320,996.26
51 - SS/Medicare	$ 348,935.51
60 - Capital Projects Fund	$ 1,373,775.42
61 - Cap Projects Fund - 2017 Debt Certs	$ 0.00
70 - Working Cash Fund	$ 0.00
80 - Tort Immunity Fund	$ 536,706.75
Total:	$23,912,066.09

The Accounts Payable detailed list can be viewed on the District 64 website's business services page at www.d64.org.

- Bills, Payroll & Benefits
- Approval of Financial Update for the Period Ending September 30, 2021
- Approval of Resolution #1276 Authorizing and Directing the Permanent Transfer of Money from the Operations & Maintenance Fund to the Debt Service Fund for Debt Certificates
- Approval of Resolution #1277 Authorizing and Directing the Permanent Transfer of Money from the Education Fund to the Debt Service Fund for Copier Leases
- ~~Approval of Intergovernmental Agreement for Facilities Use & Operation of a Before and After School Recreational Program~~ (removed from consent agenda prior to the vote)
- Destruction of Audio Closed Recordings (none)

ACTION ITEM 21-11-7

It was moved by Board member Kennedy and seconded by Board member Sales that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the Consent Agenda for November 18, 2021, which includes: Bills, Payroll and Benefits; Approval of Financial Update for the Period Ending September 30, 2021; Approval of Resolution #1276 Authorizing and Directing the Permanent Transfer of Money from the Operations & Maintenance Fund to the Debt Service Fund for Debt Certificates; Approval of Resolution #1277 Authorizing and Directing the Permanent Transfer of Money from the Education Fund to the Debt Service Fund for Copier Leases; Approval of Intergovernmental Agreement for Facilities Use & Operation of a Before and After School Recreational Program; and Destruction of Audio Closed Recordings (None).

The votes were cast as follows:

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

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Nays: None
Present: None
Absent: None
The motion carried.

APPROVAL OF MINUTES

ACTION ITEM 21-11-8
It was moved by Board member Woitowich and seconded by Board member Little that the Board of Education of Community Consolidated School District 64, Park Ridge – Niles, Illinois, approve the minutes from the Closed Meeting on October 21, 2021; and the Regular Meeting on October 21, 2021.

The votes were cast as follows:
Ayes: Little, Sotos, Woitowich, Lubinski, Pearl, Kennedy, Sales
Nays: None
Present: None
Absent: None
The motion carried.

OTHER DISCUSSION & ITEMS OF INFORMATION
Dr. Olson noted the next regular meeting would be on December 16, 2021. He said he and three Board members were attending the Triple I conference for the next couple of days. Board member Lubinski was attending the Resolutions Assembly as the Board's delegate and will vote on the resolutions. The Board members did not wish to change their votes as they were discussed and approved at the October 21 meeting.

NEW BUSINESS
None.

ADJOURNMENT
At 10:58 p.m. it was moved by Board member Pearl and seconded by Board member Sotos to adjourn. The motion was approved by a unanimous voice vote.

Signed Date: December 16, 2021.

_____
President

_____
Secretary

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

Regular Board Meeting Agenda
Thursday, January 20, 2022
Emerson School - MPR
8101 Cumberland Ave
Niles, IL 60714

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.

7:00 p.m. **Meeting of the Board Convenes**
- Roll Call

Pledge of Allegiance

Opening Remarks from President of the Board

Student/Staff Recognition

A-1 **COVID-19 & Prevention Strategies Update**
--Superintendent

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

A-2 **Approval of Meeting Agenda**
--Board President
The Board reserves the right to review the agenda at the beginning of each meeting and request additions, amendments, or deletions prior to approval.

A-3 **Adoption of Resolution #1281 Directing the Chief School Business Official Under the Direct Supervision of the Superintendent to Begin Preparation of a Tentative Budget for the 2022-23 Fiscal Year in Accordance with Board Policy 4:10 *Fiscal and Business Management* and the Illinois School Code 105 ILCS 5/17-1**
--Chief School Business Official **Action Item 22-01-1**

A-4 **Full-Day Kindergarten Update**
--Superintendent

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A-5 **2020-21 Student Achievement Update & Presentation of Illinois School Report Card**
--Assistant Superintendent for Student Learning **Action Item 22-01-2**

A-6 **Approval of E-Rate Contracts**
--Director of Innovation & Instructional Technology/ **Action Item 22-01-3**
Chief School Business Official

A-7 **Approval of Recommended Personnel Report**
--Assistant Superintendent for Human Resources **Action Item 22-01-4**

A-8 **Consent Agenda**
--Board President **Action Item 22-01-5**

- Bills, Payroll and Benefits
- Approval of Financial Update for the Period Ending November 30, 2021
- Adoption of 2022-23 School Year Calendar
- Destruction of Audio Closed Recordings (None)

A-9 **Approval of Minutes**
--Board President **Action Item 22-01-6**

- December 16, 2021 - Closed Meeting
- December 16, 2021 - Regular Meeting

A-10 **Other Discussion & Items of Information**
--Superintendent

- Upcoming Agenda
- FOIA requests (None)
- Memorandum of Information (None)
- Minutes of Board Committees (None)

A-11 **New Business**

Adjournment

Next Meeting: **Thursday, February 17, 2022**
Regular Meeting - 7:00 p.m.
(Please note meeting location change below)
Emerson School - MPR
8101 Cumberland Ave, Niles, IL 60714

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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.