

LISLE COMMUNITY UNIT SCHOOL DISTRICT 202
BOARD ROOM
5211 CENTER AVENUE
LISLE, ILLINOIS 60532
Board of Education Meeting
December 18, 2023
7:30 PM

Members of the public are welcome to attend all Lisle Community Unit School District 202 Board of Education meetings, including those held via video conferencing. Anyone wishing to view the meeting or provide comments is encouraged to review the information below.

In-Person Meeting Viewing: Guests are welcome to attend the meeting in-person in the Board Room.

Remote Meeting Viewing: The proceedings of the meeting will be streamed live and can be viewed using the following link: <http://www.youtube.com/c/LisleDistrict202>. Guests will join the meeting in view-only mode and will not be seen or heard in the meeting. A recording of the meeting will also be available on the School District website.

Public Comment: Public comments can be made in person or via email at publiccomment@lisle202.org. Comments must be received by 5:00 p.m. on the day on which the meeting is held. Comments submitted by the deadline will not be read aloud during the meeting, but rather will be provided to the School Board before the start of the meeting and will become part of the meeting record.

Please see the "Meeting Dates, Agendas and Minutes" page for links to the Board of Education meeting agendas, minutes and video feeds.

AGENDA

- | | | |
|----|---|-----|
| 1. | Call to Order and Roll Call | |
| 2. | Pledge of Allegiance | |
| 3. | Reading of Mission Statement | |
| 4. | Public Hearing for the 2023 Real Estate Tax Levy | |
| 5. | Public Comment | 3 |
| 6. | <u>ACTION ITEMS</u> | |
| | A. Consent Agenda: | |
| | (1) Board Meeting Minutes | 7 |
| | (2) Payroll Pay Orders | 13 |
| | (3) Vendor Pay Orders | 36 |
| | (4) Personnel | |
| | a. Certified Leave Request | 53 |
| | b. Extra-Duty Resignation | 54 |
| | (5) Board Policies - PRESS 113 | 55 |
| | (6) Construction Management Agreement - Lisle Junior High Renovations | 166 |
| | (7) Construction Contracts - Lisle Junior High Renovations | 250 |
| | (8) Resolution Authorizing Litigation Against Social Media Companies | 260 |
| | B. 2023 Real Estate Tax Levy | 268 |
| 7. | <u>FINANCIAL INFORMATION</u> - The Board Acknowledges Receipt of the following Reports | |
| | A. Financial Report | 272 |
| | B. Treasurer Report | 273 |
| | C. Post-Bond Issuance Tax Compliance Report | 274 |
| 8. | <u>DISCUSSION ITEMS</u> | |
| | A. Board Policy 6:310 High School Credit for Non-District Experiences | 277 |
| | B. Amendment to a resolution authorizing the Approval and Execution of an Economic Incentive and Tax Increment Allocation Financing Development Agreement between the Village of Lisle and F&C Development Concerning the "Family Square" Mixed-use Redevelopment Project | 285 |
| | C. School District Metrics and Measurements | 291 |

D.	Freedom of Information Request(s)	298
E.	Public Comment Follow-up - None	
F.	Superintendent's Report	303
9.	<u>COMMITTEE REPORTS</u>	
A.	Educational Equity & Excellence (E3) - Did not meet	
B.	Facility Master Planning - Did not meet	
C.	Finance - See Finance Agenda	
D.	Policy - See agenda item	
E.	Vision 202 - Did not meet	
10.	<u>BOARD REPRESENTATIVE REPORTS</u>	
A.	Home and School Organization - Did not meet	
B.	IASB Delegate to Board - Did not meet	
C.	Intergovernmental - Did not meet	
D.	Legislative Education Network of DuPage (LEND) - Did not meet	
E.	Lisle Education Foundation - Did not meet	
F.	School Association for Special Education in DuPage (SASED) - Did not meet	305
11.	Agenda Topics for Future Board Meetings	
12.	Adjourn to Closed Session to discuss the setting of a price for the sale or lease of property owned by the public body and to discuss the purchase or lease of real property for the use of the public body	
13.	Return to Open Session	
14.	Adjournment	

Request to speak to the Board of Education

PROCEDURE FOR SPEAKING TO THE BOARD OF EDUCATION

Persons wishing to speak during the public comment section of the Lisle District 202 Board Meeting are asked to complete a "Request to Speak" card. The purpose of this opportunity is to direct comments to the Board and/or provide information. Ordinarily, the Board will not engage in dialogue with the speaker. Comments should be in good taste and demonstrate consideration for others. Each speaker will be allotted up to three minutes.

Thank you for following the procedure. Your cooperation will ensure that all individuals who wish to speak may do so while simultaneously providing for timely completion of the Board's business agenda. Your continued interest in our community's schools is valued and appreciated.

NAME (please print): Lindsay Cutler

AFFILIATION WITH THE DISTRICT:

- Current Lisle 202 Parent
- Current Lisle 202 Resident, not a current Lisle 202 Parent
- Other (please describe) _____

SIGNATURE: Lindsay R. Cutler DATE: 12-18-23

EMAIL: [REDACTED]

Please provide a brief description of the topic you will address:

Policy 6:310

Do you desire follow-up contact from administration regarding your topic of discussion?

- YES NO UNSURE

Request to speak to the Board of Education

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NAME (please print): Hunter Cutler

AFFILIATION WITH THE DISTRICT:

- Current Lisle 202 Parent
- Current Lisle 202 Resident, not a current Lisle 202 Parent
- Other (please describe) _____

SIGNATURE: Hunter J. Cutler **DATE:** 12-18

EMAIL: [REDACTED]

Please provide a brief description of the topic you will address:

Board Policy 6:360

Do you desire follow-up contact from administration regarding your topic of discussion?

- YES
- NO
- UNSURE



Request to speak to the Board of Education

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NAME (please print): Steve Cuti

AFFILIATION WITH THE DISTRICT:

- Current Lisle 202 Parent
- Current Lisle 202 Resident, not a current Lisle 202 Parent
- Other (please describe) DE. MA

SIGNATURE: [Signature] **DATE:** 12-18

EMAIL: [Redacted]

Please provide a brief description of the topic you will address:

Support wife's son

Do you desire follow-up contact from administration regarding your topic of discussion?

YES NO UNSURE



Request to speak to the Board of Education

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Thank you for following the procedure. Your cooperation will ensure that all individuals who wish to speak may do so while simultaneously providing for timely completion of the Board's business agenda. Your continued interest in our community's schools is valued and appreciated.

NAME (please print): Ray Sojka

AFFILIATION WITH THE DISTRICT:

- Current Lisle 202 Parent
- Current Lisle 202 Resident, not a current Lisle 202 Parent
- Other (please describe) _____

SIGNATURE: _____ **DATE:** 12/18/2023

EMAIL: you have it.

Please provide a brief description of the topic you will address:

Thank you

Do you desire follow-up contact from administration regarding your topic of discussion?

- YES
- NO
- UNSURE

FOR ACTION

**Lisle Community Unit School District 202
Board of Education Meeting
December 18, 2023**

SUBJECT: Approval of Board of Education Meeting Minutes

SUGGESTED MOTION: That the Board of Education approve the minutes from the November 27, 2023 meeting.

LISLE COMMUNITY UNIT SCHOOL DISTRICT NO. 202
BOARD OF EDUCATION
REGULAR MEETING MINUTES
November 27, 2023

Record of Minutes of the Regular Meeting of the Board of Education of Lisle Community Unit School District 202, DuPage County Illinois, which was held in the Board Room of the Administrative Offices at 5211 Center Avenue Lisle, IL on November 27, 2023.

The meeting was called to order at 7:55 p.m. by President Ahlmann.

Present: Pam Ahlmann
Kate Foster
Dan Helderle
Eunice McConville
Steve Lesniak
Greg Nagler
Randee Sims

Absent: None

Also Present: Keith Filipiak, Superintendent
Linda Kotalik, Assistant Superintendent
Dave Wilkinson, Director of Finance
Jen Law, Director of Student Services

The Pledge of Allegiance was recited.

Public Comment

- None

Consent Agenda

Motion by Mr. Nagler, seconded by Mr. Helderle

TO APPROVE/ACCEPT THE FOLLOWING CONSENT AGENDA ITEMS AS PRESENTED;

- Minutes of the Regular Session of October 23, 2023
- Minutes of the Special Session of November 2, 2023
- October 2023 Payroll Pay Orders in the amount of \$1,710,351.84
- October 2023 Vendor Pay Orders in the amount of \$1,918,664.11
- Personnel:
 - Classified Employment
 - Jakeda Downs, Paraprofessional at Lisle Elementary School, will be placed at Step 0 (\$17.36/hr.).
 - Mariya Pereshliuha, Paraprofessional at Lisle Elementary School, will be placed at Step 5 (\$18.19/hr.).
 - Amanda Wilcox, Paraprofessional at Lisle Elementary School, will be placed at Step 5 (\$18.19/hr.)
 - Non-Bargaining Unit Employment
 - Cheryl Schaefer, Payroll & Benefits Specialist in Central Office. Her hourly rate is placed at \$34.50/hr.
 - Extra-Duty Employment
 - Jordan Buchelt, Head Cheerleading Coach at Lisle Junior High School. She is placed at Category VII, Level 1, Step 1 (\$ 1,904).
 - Daniel Keeling, Assistant Director for Spring Musical at Lisle Senior High School. He is placed at Category III, Level 3, Step 7 (\$4,283).
 - Gregory Osborn, Assistant Wrestling Coach at Lisle Senior High School. He is placed at Category IV, Level 1, Step 1 (\$3,807).
 - James Reif, Head Bowling Coach at Lisle Senior High School. He is placed at Category III, Level 2, Step 5 (\$ 5,711).
 - Extra-Duty Resignation
 - Monica Blatchley, Because Club Sponsor at Lisle Junior High School, has submitted her resignation for her club sponsorship to be effective October 3, 2023.
 - Approval of Revised Licensed Staff Job Descriptions
 - Audited FY2023 Financial Statements

Answering to a roll call vote:

AYE: Nagler, Helderle, Lesniak, McConville, Foster, Sims, Ahlmann

NAY: None

Motion carried 7-0

Tentative 2023 Real Estate Tax Levy

Motion by Mrs. Sims, seconded by Mr. Lesniak

TO APPROVE/ACCEPT THE TENTATIVE 2023 REAL ESTATE TAX LEVY AS PRESENTED;

Answering to a roll call vote:

AYE: Nagler, Helderle, Lesniak, McConville, Sims, Ahlmann

NAY: Foster

Motion carried 6-1

Financial Information

The Board Acknowledges Receipt of the following Reports:

- October 2023 Financial Report

- October 2023 Treasurer's Report

Discussion Items

Board Policies - PRESS 113

- See Board Meeting Agenda for a complete list of Policies being reviewed in PRESS Packet 113
- Board members discussed several questions and proposed changes from their review of PRESS 113 policies

Consideration of Social Media Company Litigation

- The Board heard information about the lawsuit against social media companies being brought by school districts.
- The Board discussed their opinions about Lisle 202 participating in the lawsuit.
- The Board will vote to determine District participation at the December meeting.

School District Metrics and Measurements

- Discussion occurred about some of the suggested metrics by two of the Board members regarding the types of data to be included/presented in future School Improvement Plans.
- Dr. Filipiak reviewed some of the data regarding different assessments. Challenges with IAR data make it difficult to fully understand the results as well as prepare the students for the test. iReady is taken three times per year and provides helpful data for instruction and progress, but the correlation between IAR and iReady is not as high as expected. Administration is working with iReady to better understand the best practice ways to leverage the assessment data and if it can be used as a predictor for the State IAR test.
- The Board will brainstorm the different metrics that may be of interest and discuss ideas at the December meeting to determine which information they would like to see moving forward.

Freedom of Information Request(s)

The District received Freedom of Information Act request(s) from the following individual(s):

- Gerardo Mendez, Indiana, Illinois, and Iowa Foundation for Fair Contracting

Public Comment Follow-up

- None

Superintendent Report

- See BoardBooks for the full report.
- Dr. Filipiak recognized and thanked the Board members for their time and dedication to our learning community.
- Dr. Filipiak highlighted Lisle High School's Crystal McHugh who scored her 1,000th career point on Monday, November 27th at the Girls Basketball game.
- Mrs. Ahlmann mentioned the benefits of ParentSquare for bilingual families presented at the November Bilingual Parent Advisory meeting.

Committee Reports

Board Committee Report summaries are located in BoardBooks unless otherwise indicated.

- Educational Equity & Excellence (E3) - Did not meet
- Facility Master Planning – Did not meet
- Finance Committee - See Finance Agenda in BoardBooks
- Policy Committee – See PRESS 113 information in BoardBooks
- Vision 202 - Did not meet

Board Representative Reports

Board Representative Report summaries are located in BoardBooks unless otherwise indicated.

- Home and School Organization - Did not meet
- IASB Delegate to Board - Did not meet, Mr. Helderle summarized the results of the resolutions voted on at the recent conference and Mrs. Ahlmann presented the IASB Board Active Member Certificate, recognizing the school district’s cooperative work with IASB in solving educational challenges, presenting vision to legislature and maintaining high standards in school board governance.
- Intergovernmental - Did not meet, Mrs. Ahlmann attended the Lisle Park District Board Meeting to participate in the recognition of past Lisle 202 Board member and current Park District Board President Kari Altpeter for her 10 years of service to the Park District.
- Legislative Education Network of Dupage (LEND) - A virtual information session was held that discussed topics related to Tier II retirement benefits.
- Lisle Education Foundation
- SASSED - Did not meet

Future Agenda Topics

- School Metrics and Measurements Ideas
- Social Media Litigation
- Board Policy 6:310

Motion to Adjourn to Closed Session

At 9:34 p.m., motion by Mr. Helderle, seconded by Mr. Lesniak
 ADJOURN TO CLOSED SESSION FOR THE PURPOSE OF DISCUSSING THE PURCHASE OR LEASE OF REAL PROPERTY; THE APPOINTMENT, PERFORMANCE, DISCIPLINE, COMPENSATION OR DISMISSAL OF EMPLOYEES.

Answering to a roll call vote:

AYE: Helderle, Lesniak, Sims, Nagler, Foster, McConville, Ahlmann

NAY: None

Motion	carried	7-0
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Motion to Return to Open Session

At 10:23 p.m., motion by Mrs. Sims, seconded by Mr. Nagler
 RETURN TO OPEN SESSION
 Motion carried with a voice vote of 7-0

Motion to Adjourn

At 10:23 p.m., a motion by Mr. Lesniak, seconded by Mrs. Foster
 THAT THE MEETING BE ADJOURNED.

The motion carried with a voice vote of 7-0

ATTEST:

President

Secretary

LISLE COMMUNITY UNIT SCHOOL DISTRICT #202

PAYROLL PAY ORDERS

This is to certify that the Board of Education of Lisle Community Unit School District No. 202 ratified the following payroll pay orders: December 18, 2023

PAYROLL CHECKS ISSUED	Beginning	120892	and Ending	120892
	Beginning	121043	and Ending	121043
	Beginning	121105	and Ending	121105
PAYROLL ACH DEPOSIT	Beginning	9000044675	and Ending	9000044964
	Beginning	9000044980	and Ending	9000045276
PAYROLL ACH VOID	Beginning	9000045267	and Ending	9000045267

FUND DISTRIBUTION

EDUCATIONAL	\$ 1,630,304.54
OPERATIONS & MAINTENANCE	\$ 100,483.35
DEBT SERVICES	\$ -
TRANSPORTATION	\$ 5,226.85
IMRF/SOCIAL SECURITY	\$ -
CAPITAL PROJECTS	\$ -
WORKING CASH	\$ -
TOTAL	<u>\$ 1,736,014.74</u>

President - Board of Education

Date

Secretary - Board of Education

Date

Payroll Run Check Listing for Board

Payroll	11/15/2023				Lisle CUSD 202
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount	
120892	Van Dyke, Lisa	100	2,079.37	1,502.79	
9000044675	Buchholz, Marilyn	000	2,430.60	1,515.53	
9000044676	Engler, Jennifer R	000	4,801.33	3,140.52	
9000044677	Filipiak, Keith	000	9,321.67	5,273.54	
9000044678	Hinton, Jeffery	000	4,558.33	2,714.58	
9000044679	Kempfer-Kotalik, Linda	000	8,380.33	4,175.89	
9000044680	Law, Jennifer S	000	7,188.88	4,864.57	
9000044681	McCormick, Jennifer	000	2,157.13	571.21	
9000044682	Metoyer, Marielle	000	2,368.60	1,707.29	
9000044683	Navarro, Lawrence M	000	2,253.45	1,511.93	
9000044684	Rich, Mary Beth	000	3,452.31	2,422.10	
9000044685	Rohlicek, Daniel	000	2,356.30	1,585.50	
9000044686	Schaefer, Cheryl	000	2,984.25	1,816.79	
9000044687	Schalk, Trent J	000	3,236.13	1,800.65	
9000044688	Tsamis, Anna	000	3,973.56	1,478.12	
9000044689	Van Volkenburg, Nancy L	000	3,332.33	2,147.15	
9000044690	Weissinger, Derek C	000	2,742.92	1,799.57	
9000044691	Wilkinson, David	000	6,822.00	4,059.12	
9000044692	Anderson, Erik D	100	3,846.71	3,099.23	
9000044693	Anderson, Herbert	100	4,900.92	3,602.83	
9000044694	Bamboat, Darius	100	3,926.04	2,902.11	
9000044695	Bates, Kassi	100	356.92	329.61	
9000044696	Brady, Jennifer L	100	3,846.73	2,949.65	
9000044697	Buchelt, Jordan	100	911.40	693.55	
9000044698	Burdett, Paul	100	2,078.67	1,245.26	
9000044699	Bylsma, Nathan	100	4,560.58	3,283.43	
9000044700	Bylsma, Svea	100	4,719.17	3,300.17	
9000044701	Chandhok, Mona A	100	3,172.58	2,558.49	
9000044702	Ciardiello, Chelsea	100	325.00	290.05	
9000044703	Clarke, Jeannette	100	3,825.94	2,886.11	
9000044704	Costello, Sheri	100	5,208.38	3,875.80	
9000044705	Cracco, Catherine	100	2,222.36	1,635.51	

Payroll Run Check Listing for Board

Payroll	11/15/2023			Lisle CUSD 202
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000044706	Czyl, Maureen	100	1,359.27	890.91
9000044707	Davis, John	100	6,305.47	4,987.26
9000044708	Derby, Michelle	100	3,727.79	2,356.99
9000044709	Dillard, Cory	100	5,345.79	4,254.16
9000044710	Dodge, Cynthia	100	1,032.15	755.24
9000044711	Ebert, Martine	100	1,020.08	852.93
9000044712	Ferenzi, Daniella	100	1,503.33	1,190.63
9000044713	Finn, Matthew	100	986.54	623.26
9000044714	Fitzgerald, Karen	100	2,588.75	778.20
9000044715	Foley, Allyson	100	2,942.54	2,345.88
9000044716	Gansberg, Michele	100	1,192.75	756.42
9000044717	Gieschen, Ashley	100	1,672.81	1,390.01
9000044718	Glavach, Jessica	100	3,481.88	2,656.79
9000044719	Gucciardo, Anjanette	100	4,164.00	3,232.97
9000044720	Gumina, Scott	100	5,353.68	3,538.83
9000044721	Hall, Jacqueline	100	1,117.68	664.13
9000044722	Hamann, Kelly	100	3,846.71	2,320.64
9000044723	Hamilton, Mary Pat	100	970.78	620.36
9000044724	Hardy, Venessa	100	4,838.15	3,052.27
9000044725	Hawley, Ashley	100	2,500.38	1,900.94
9000044726	Hochstetter, Judith	100	1,694.95	1,178.90
9000044727	Holmes, Steven	100	2,026.62	1,455.28
9000044728	Honzel, Robin	100	4,877.83	1,760.51
9000044729	Howard, Jeffrey	100	8,595.42	5,971.79
9000044730	Irvine, Karin	100	4,640.92	2,579.34
9000044731	Jaegle, Christine A	100	4,060.92	3,180.51
9000044732	Jaegle, Ronald	100	5,401.30	3,276.48
9000044733	Jenkins, David A	100	2,014.20	1,451.72
9000044734	Jensen, Christine	100	3,997.42	3,264.87
9000044735	Kehoe, Debra	100	4,877.83	3,476.68
9000044736	Kerrn, Erin	100	4,282.92	2,957.31
9000044737	Korienek, Caitlin	100	3,561.23	2,506.66

Payroll Run Check Listing for Board

Payroll	11/15/2023			Lisle CUSD 202
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000044738	LaScala, Mark	100	4,758.83	3,403.98
9000044739	Maldre, Sarah	100	4,227.41	2,817.87
9000044740	Marcum, Thomas C	100	5,169.58	4,187.21
9000044741	Martinez, Brian	100	1,842.53	1,345.19
9000044742	Matariyeh, Yousef	100	6,739.64	4,834.24
9000044743	Meyer, Kendra	100	4,639.88	3,444.16
9000044744	Milinki, Jennifer	100	4,703.31	3,327.26
9000044745	Multhaupt, Courtney	100	5,639.23	4,246.92
9000044746	Musbach, Darlene	100	4,520.92	2,740.42
9000044747	Novak, Emily	100	4,282.97	2,668.56
9000044748	Ogan, Elizabeth	100	4,877.83	3,743.62
9000044749	O'Hara, James	100	4,153.92	3,238.73
9000044750	Perez, Kevin E	100	3,688.13	2,764.85
9000044751	Perretta, Mia	100	4,401.92	3,257.88
9000044752	Polinski, Michael	100	3,331.21	2,449.68
9000044753	Pomatto-Zimmerman, Jennifer	100	5,209.25	4,202.60
9000044754	Provenzano, Lisa	100	1,234.35	787.40
9000044755	Renguso, Amy	100	3,759.50	2,696.00
9000044756	Sanko, April	100	5,504.40	3,732.14
9000044757	Santoro, Angela Marie	100	1,333.54	1,076.96
9000044758	Schmidt, Holly	100	674.18	632.73
9000044759	Schwartz, Rebecca	100	5,163.35	3,734.67
9000044760	Shum, Joanna	100	3,608.79	2,330.32
9000044761	Smith, Justin	100	4,367.63	3,360.84
9000044762	Steben, James	100	6,228.22	4,736.87
9000044763	Stelk, Scott	100	2,156.62	1,055.60
9000044764	Stellmacher, James M	100	4,917.45	3,707.90
9000044765	Stolte, Monica	100	1,665.60	1,510.64
9000044766	Strietelmeier, Katelyn	100	3,368.26	2,613.54
9000044767	Thome, Nicholas	100	2,649.16	1,381.36
9000044768	Wolak, Brandon P	100	2,085.32	1,503.12
9000044769	Woyna, Eric	100	4,019.21	2,767.31

Payroll Run Check Listing for Board

Payroll	11/15/2023			Lisle CUSD 202
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000044770	Woyna, Patrick	100	4,038.09	2,661.35
9000044771	Alexander, Jarvis	200	877.99	618.07
9000044772	Blatchley, Monica	200	4,567.58	796.98
9000044773	Bossenga, Emmy	200	4,706.25	2,917.58
9000044774	Braun, Katherine	200	3,545.35	2,514.74
9000044775	Breeden, Anne	200	568.00	493.20
9000044776	Broadus, Gretchen	200	3,767.46	3,067.38
9000044777	Burke, Felicia	200	3,648.46	3,006.01
9000044778	Byrne, Sharon	200	3,838.81	3,152.51
9000044779	Callaghan, Margaret	200	1,519.70	1,216.98
9000044780	Carr, Kristen	200	3,489.79	2,223.34
9000044781	Cerny, Marie	200	3,164.63	2,609.77
9000044782	Cervený, Karen	200	3,688.13	2,633.64
9000044783	Chiappetta, Rebecca	200	1,684.65	1,421.36
9000044784	Dooley, Tara	200	1,044.75	681.77
9000044785	Erickson, Tor	200	4,543.54	3,433.82
9000044786	Fleischer, Daniel	200	853.61	650.34
9000044787	Gomez, Benigno	200	1,914.47	1,319.59
9000044788	Grau, Jason	200	3,807.45	2,883.17
9000044789	Hazard, Jean	200	1,111.25	761.00
9000044790	Heap, Emily J	200	3,053.58	2,405.41
9000044791	Joy, Emma P	200	2,110.28	1,251.97
9000044792	Kearney, David	200	6,489.67	4,354.28
9000044793	Keigher, Natalie	200	4,348.38	3,088.26
9000044794	Kim, Paul	200	5,115.76	3,398.45
9000044795	Klepper, Mary	200	3,331.21	2,482.00
9000044796	Lemke, Nanette	200	1,054.51	715.13
9000044797	Leon, Miyax	200	2,732.35	2,181.86
9000044798	Lima, Valerie	200	1,366.19	912.33
9000044799	Lumsden, Jason	200	3,926.04	2,957.15
9000044800	Marriner, Carmen M	200	1,281.20	797.13
9000044801	McIntyre, Celeste	200	4,243.30	3,090.87

Payroll Run Check Listing for Board

Payroll		11/15/2023		Lisle CUSD 202	
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount	
9000044802	McLear IV, Robert	200	4,164.00	3,216.25	
9000044803	Meyer, Peter	200	6,416.52	3,847.80	
9000044804	Miller, Jaime	200	3,323.26	2,408.19	
9000044805	Murray, Caitlin	200	1,476.04	1,266.90	
9000044806	Nelson, Kelli	200	5,109.85	3,641.38	
9000044807	Norwood, Lindsay	200	4,241.58	3,444.20	
9000044808	Oros, Natalie	200	4,005.38	2,842.43	
9000044809	Park, Aimee	200	4,284.96	2,987.71	
9000044810	Parra, Ashley	200	3,172.58	2,340.17	
9000044811	Pilon, Erica	200	4,883.80	3,507.90	
9000044812	Pivek, Elena	200	3,727.76	2,801.13	
9000044813	Ptak, Jeff R	200	2,378.94	1,615.02	
9000044814	Purtell, Maggie	200	2,557.92	2,094.77	
9000044815	Rankin, Chrysan	200	2,847.38	2,194.53	
9000044816	Reband, Jennifer	200	4,639.88	3,377.18	
9000044817	Sauer, Mary	200	3,719.84	2,864.72	
9000044818	Schindler, Dorene	200	951.17	693.85	
9000044819	Schmidt, Michael	200	5,988.22	4,175.56	
9000044820	Schraub, Daniel	200	5,123.64	3,708.80	
9000044821	Seastrom, Tamela	200	1,946.53	1,085.91	
9000044822	Sergeant, Andrew H	200	2,081.51	1,504.41	
9000044823	Slowiak, Vincent	200	4,045.04	2,677.83	
9000044824	Smid, Jason	200	3,846.76	2,783.21	
9000044825	Stevens, Patricia	200	4,996.80	3,548.69	
9000044826	Twaddle, Debra	200	1,096.62	655.87	
9000044827	Weissinger, Zachary T	200	1,974.67	1,272.31	
9000044828	Wiertel, Jason	200	5,028.51	3,786.98	
9000044829	Wilson, Haley	200	550.85	515.64	
9000044830	Altic, Megan	300	3,833.04	2,602.76	
9000044831	Barker, Eric	300	3,251.88	2,312.08	
9000044832	Barnett, Sophie	300	2,075.38	1,617.41	
9000044833	Bell, Courtney	300	1,155.13	769.46	

Payroll Run Check Listing for Board

Payroll	11/15/2023	Lisle CUSD 202		
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000044834	Bonini, Susan	300	1,231.93	691.55
9000044835	Boss, Celia	300	1,333.54	1,122.40
9000044836	Campian, James, JR	300	3,172.58	2,192.60
9000044837	Carlson, Susan M	300	1,328.65	1,039.18
9000044838	Chavez, Daniel	300	1,670.25	1,045.48
9000044839	Clavelli, Lauren	300	3,529.46	2,567.46
9000044840	Collins, Courtney	300	2,934.63	2,269.86
9000044841	Cornyn, Mary Beth	300	754.04	614.04
9000044842	Cyrus, Richard	300	5,591.64	3,613.42
9000044843	Cyrus, Tonia	300	3,632.55	2,253.74
9000044844	Dahleen, Shayla	300	3,412.49	2,452.63
9000044845	Davis, Brianne	300	4,473.30	3,381.37
9000044846	Davis, Courtney	300	2,155.38	1,518.72
9000044847	Dawson, Rachel	300	3,930.42	2,713.32
9000044848	De Leo, Michaela	300	2,212.88	1,748.52
9000044849	Dineen-Hendricks, Kathleen	300	1,355.42	996.31
9000044850	Dorsch, Rachael	300	1,982.83	1,563.88
9000044851	DuBois, Heidi	300	3,370.88	2,481.89
9000044852	Edman, Kelly A	300	2,158.73	1,140.66
9000044853	Elting, Teresa	300	974.40	724.57
9000044854	Emde, John C, II	300	2,323.61	708.06
9000044855	Gibson, Kayla	300	3,362.92	2,536.93
9000044856	Gilbert, Jennifer	300	3,053.58	2,362.48
9000044857	Graff, Patrick	300	6,000.24	4,570.27
9000044858	Han, Jieun	300	3,093.25	2,392.85
9000044859	Hausler, Linda	300	3,688.13	2,547.49
9000044860	Heneghan, Dipti	300	1,452.70	1,127.60
9000044861	Herrmann, Mary Jo	300	1,062.67	701.90
9000044862	Hicks, Dena	300	4,711.27	3,212.66
9000044863	Hill, Anna	300	2,542.00	1,774.27
9000044864	James, Lauren	300	3,085.30	2,310.54
9000044865	Jezyk, Anna	300	3,291.54	2,322.43

Payroll Run Check Listing for Board

Payroll	11/15/2023				Lisle CUSD 202
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount	
9000044866	Johnson, Diane	300	4,940.43	2,313.99	
9000044867	Jung, Diane	300	1,210.70	641.63	
9000044868	Karas, Monica	300	1,135.19	982.71	
9000044869	Kerback, Patricia M	300	1,039.34	857.56	
9000044870	Klepadlo, Scott E	300	3,093.25	2,010.50	
9000044871	Klimes, Christy	300	4,639.88	3,249.02	
9000044872	Kolacz, Jolanta	300	1,248.25	783.50	
9000044873	Konior, Mandy	300	865.83	487.60	
9000044874	Krestan, Kimberly S	300	989.83	758.56	
9000044875	Lapham, Kathleen	300	4,275.01	3,283.45	
9000044876	Larson, Richard W	300	3,858.62	2,808.40	
9000044877	Lauten, Theresa	300	4,610.34	2,734.80	
9000044878	Leonard, Arlene	300	4,877.82	3,770.32	
9000044879	Livolsi-Hudgens, Carmella	300	864.00	480.54	
9000044880	Lyell, Kelly	300	3,886.38	2,706.58	
9000044881	MacNeille, Margaret A	300	2,097.83	1,712.25	
9000044882	Maduzia, Vanessa	300	1,121.25	720.43	
9000044883	Marino, Jillian	300	4,314.67	3,010.42	
9000044884	Martin, Stacey	300	3,402.59	2,405.82	
9000044885	Martinez-Alvear, Aldo	300	4,089.32	2,740.76	
9000044886	Masa, Janelle	300	1,127.84	678.82	
9000044887	Matteucci, Christina	300	1,982.83	1,539.62	
9000044888	McCormick, Meredith	300	4,521.71	3,576.69	
9000044889	Meister, Jennifer	300	3,489.79	2,632.19	
9000044890	Meyer, Phillip	300	3,648.45	2,757.26	
9000044891	Murphy, Trisha	300	3,489.79	2,543.40	
9000044892	Nelson, Nicole	300	4,877.83	3,858.38	
9000044893	Neustadt, Leslie	300	4,362.29	3,189.04	
9000044894	O'Connor-Young, Sheri	300	1,801.80	1,358.29	
9000044895	Ortiz, Carmen	300	2,064.47	1,406.57	
9000044896	O'Shea, Amy	300	3,886.38	2,572.59	
9000044897	Parker, Elizabeth	300	4,222.92	3,218.49	

Payroll Run Check Listing for Board

Payroll		11/15/2023			Lisle CUSD 202
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount	
9000044898	Pavilionis, Vincent	300	3,251.88	2,384.86	
9000044899	Polmanteer, Colette	300	3,569.13	2,185.44	
9000044900	Poremba, Katherine	300	4,045.04	2,721.75	
9000044901	Potempa, Tracey	300	3,727.79	2,840.17	
9000044902	Pupillo, Lauren	300	3,727.79	2,648.44	
9000044903	Remigio, Maria	300	4,681.55	3,305.82	
9000044904	Reyes, Cathy M	300	1,136.29	733.14	
9000044905	Rhoades, Kathleen E	300	3,489.79	2,563.40	
9000044906	Rogalny, Danuta	300	1,010.36	777.67	
9000044907	Rogers, Megan	300	3,510.58	2,927.96	
9000044908	Rydel-Boesso, Eileen M	300	3,489.79	1,951.41	
9000044909	Schlessinger, Lukas	300	3,291.55	2,235.65	
9000044910	Schreiber Specca, Jill	300	6,154.50	4,447.44	
9000044911	Schwarz, Jeanene	300	1,729.77	809.87	
9000044912	Slade, Stephanie	300	3,111.30	2,295.56	
9000044913	Smith, Elisa	300	4,473.30	3,182.75	
9000044914	Soukup, Stephanie	300	2,555.92	1,569.79	
9000044915	Staley, Shannon	300	3,910.22	2,901.41	
9000044916	Stefani, Colleen	300	4,784.83	3,386.88	
9000044917	Svejda, Michele	300	1,247.81	670.36	
9000044918	Svoboda, Kathleen	300	2,369.54	1,864.80	
9000044919	Toby, Maureen	300	3,473.31	2,547.65	
9000044920	Todd, Adam	300	1,826.07	1,292.47	
9000044921	Treadway, Katherine	300	3,412.67	2,340.39	
9000044922	Tuzzolino, Victoria	300	3,450.17	2,553.59	
9000044923	Weeks, Stacey	300	2,538.08	2,069.93	
9000044924	Weissinger, Karla	300	1,191.87	784.00	
9000044925	Williams, Abby	300	1,333.54	1,155.62	
9000044926	Witt, Elizabeth	300	2,327.88	1,861.10	
9000044927	Wojcik, Jane	300	1,342.95	1,232.01	
9000044928	Yaniz, Catherine	300	3,378.30	2,621.48	
9000044929	Zulawski, Andrea S	300	1,982.83	1,514.76	

Payroll Run Check Listing for Board

Payroll	11/15/2023			Lisle CUSD 202
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000044930	Dillard, Daniel	700	1,110.39	1,025.45
9000044931	Anderson, Cathleen	800	284.00	251.76
9000044932	Beck, Andrew J	800	862.68	697.40
9000044933	Benson, Mary Diane	800	692.64	557.67
9000044934	Bouck, Paula	800	710.00	669.56
9000044935	Courtney, June	800	135.00	119.67
9000044936	Crenshaw, Samuel, JR	800	1,269.01	1,109.11
9000044937	Daniels, Joyce	800	625.30	546.51
9000044938	Dorn, William	800	100.00	87.40
9000044939	Ducharme, Janet	800	777.20	639.27
9000044940	Flores, Paola	800	692.64	603.82
9000044941	Frigo, Scott	800	1,142.11	1,078.28
9000044942	Galvez, Claudia	800	356.92	329.61
9000044943	Grace, Jalen	800	1,110.39	990.49
9000044944	Holub, Nicole	800	713.82	661.42
9000044945	Keeling, Daniel T	800	713.82	643.88
9000044946	Lantz, Janet L	800	692.64	610.38
9000044947	Lopez, Angel R	800	692.64	593.81
9000044948	Malenke, Brian	800	951.76	831.84
9000044949	Malinowski, Nicole	800	692.64	626.57
9000044950	Miller, Alexis	800	135.00	113.65
9000044951	Paige, Stephanie	800	1,215.00	1,061.91
9000044952	Putnam, Shannon	800	687.83	618.23
9000044953	Quinlan, Kevin	800	337.50	294.97
9000044954	Reese, Mary	800	1,900.00	1,543.84
9000044955	Reif, James	800	793.13	693.20
9000044956	Rivecco, Kendall	800	1,269.01	1,109.11
9000044957	Rolando, Ross	800	1,308.67	1,163.78
9000044958	Schmidt, Oliver	800	1,110.39	1,025.45
9000044959	Shields, Rebecca	800	1,080.00	958.92
9000044960	Smith, Stacy	800	692.64	605.37
9000044961	Stratton, Carolyn	800	71.00	62.94

Payroll Run Check Listing for Board

Payroll	11/15/2023	Lisle CUSD 202		
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000044962	Visser, Marianne	800	692.64	610.38
9000044963	Wagge, Kimberlee	800	577.20	510.66
9000044964	Wong, Kevin David	800	180.00	157.32
			860,384.84	606,197.04

Payroll Run Check Listing for Board

Payroll 11/30/2023 Lisle CUSD 202

Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
121043	Marovich, Haley	300	2,397.81	1,938.76
9000044980	Buchholz, Marilyn	000	2,290.60	1,428.31
9000044981	Engler, Jennifer R	000	4,801.33	3,140.52
9000044982	Filipiak, Keith	000	9,321.67	5,204.03
9000044983	Hinton, Jeffery	000	4,408.33	2,621.41
9000044984	Kempfer-Kotalik, Linda	000	8,380.33	4,175.89
9000044985	Law, Jennifer S	000	7,188.88	4,864.57
9000044986	McCormick, Jennifer	000	2,281.58	660.40
9000044987	Metoyer, Marielle	000	2,368.60	1,707.29
9000044988	Navarro, Lawrence M	000	2,253.45	1,511.93
9000044989	Rich, Mary Beth	000	3,422.78	2,400.93
9000044990	Rohlicek, Daniel	000	2,228.98	1,494.25
9000044991	Schaefer, Cheryl	000	2,984.25	1,816.79
9000044992	Schalk, Trent J	000	3,236.13	1,800.65
9000044993	Tsamis, Anna	000	4,005.98	1,495.02
9000044994	Van Volkenburg, Nancy L	000	3,332.33	2,147.15
9000044995	Weissinger, Derek C	000	2,709.17	1,778.60
9000044996	Wilkinson, David	000	6,822.00	4,059.12
9000044997	Anderson, Erik D	100	3,846.71	3,099.23
9000044998	Anderson, Herbert	100	4,750.92	3,481.76
9000044999	Bamboate, Darius	100	3,926.04	2,902.11
9000045000	Bates, Kassi	100	654.34	589.26
9000045001	Brady, Jennifer L	100	3,846.73	2,949.65
9000045002	Buchelt, Jordan	100	1,184.34	895.40
9000045003	Burdett, Paul	100	2,078.67	1,245.26
9000045004	Bylsma, Nathan	100	4,560.58	3,283.43
9000045005	Bylsma, Svea	100	4,719.17	3,300.17
9000045006	Chandhok, Mona A	100	3,172.58	2,558.49
9000045007	Ciardello, Chelsea	100	325.00	290.05
9000045008	Clarke, Jeannette	100	3,825.94	2,886.11
9000045009	Costello, Sheri	100	5,208.38	3,875.80
9000045010	Cracco, Catherine	100	1,994.88	1,472.48

Payroll Run Check Listing for Board

Payroll	11/30/2023			Lisle CUSD 202
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000045011	Czyl, Maureen	100	1,299.27	847.91
9000045012	Davis, John	100	7,257.23	5,716.50
9000045013	Derby, Michelle	100	3,727.79	2,356.99
9000045014	Dillard, Cory	100	5,345.79	4,254.16
9000045015	Dodge, Cynthia	100	1,032.15	754.56
9000045016	Ebert, Martine	100	1,020.08	852.93
9000045017	Ferenzi, Daniella	100	1,503.33	1,190.63
9000045018	Finn, Matthew	100	986.54	623.26
9000045019	Fitzgerald, Karen	100	2,140.75	453.19
9000045020	Foley, Allyson	100	2,942.54	2,345.88
9000045021	Gansberg, Michele	100	1,192.75	756.42
9000045022	Gieschen, Ashley	100	1,672.80	1,390.00
9000045023	Glavach, Jessica	100	3,481.88	2,656.79
9000045024	Gucciardo, Anjanette	100	4,164.00	3,232.97
9000045025	Gumina, Scott	100	5,353.68	3,538.83
9000045026	Hall, Jacqueline	100	967.68	545.45
9000045027	Hamann, Kelly	100	3,846.71	2,343.89
9000045028	Hamilton, Mary Pat	100	970.78	620.36
9000045029	Hardy, Venessa	100	4,838.15	3,052.27
9000045030	Hawley, Ashley	100	2,620.38	1,997.88
9000045031	Hochstetter, Judith	100	1,565.95	1,086.45
9000045032	Holmes, Steven	100	1,895.40	1,361.25
9000045033	Honzel, Robin	100	4,877.83	1,760.51
9000045034	Howard, Jeffrey	100	8,595.42	5,971.79
9000045035	Irvine, Karin	100	4,520.92	2,494.30
9000045036	Jaegle, Christine A	100	4,060.92	3,180.51
9000045037	Jaegle, Ronald	100	5,401.30	3,276.48
9000045038	Jenkins, David A	100	2,014.20	1,451.72
9000045039	Jensen, Christine	100	3,997.42	3,264.87
9000045040	Kehoe, Debra	100	4,877.83	3,476.68
9000045041	Kerrn, Erin	100	4,282.92	2,957.31
9000045042	Korienek, Caitlin	100	3,561.23	2,506.66

Payroll Run Check Listing for Board

Payroll	11/30/2023			Lisle CUSD 202
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000045043	LaScala, Mark	100	5,358.76	3,906.70
9000045044	Maldre, Sarah	100	4,227.41	2,817.87
9000045045	Marcum, Thomas C	100	5,169.58	4,187.21
9000045046	Martinez, Brian	100	1,842.53	1,345.19
9000045047	Matariyeh, Yousef	100	6,739.66	4,834.26
9000045048	Meyer, Kendra	100	4,639.88	3,444.16
9000045049	Milinki, Jennifer	100	5,060.22	3,609.99
9000045050	Multhaupt, Courtney	100	6,472.04	4,925.38
9000045051	Musbach, Darlene	100	4,565.92	2,772.30
9000045052	Novak, Emily	100	4,282.97	2,668.56
9000045053	Ogan, Elizabeth	100	4,877.83	3,743.62
9000045054	O'Hara, James	100	4,153.92	3,238.73
9000045055	Perez, Kevin E	100	3,688.13	2,764.85
9000045056	Perretta, Mia	100	4,401.92	3,257.88
9000045057	Polinski, Michael	100	3,331.21	2,449.68
9000045058	Pomatto-Zimmerman, Jennifer	100	5,209.25	4,202.60
9000045059	Provenzano, Lisa	100	1,234.35	787.40
9000045060	Renguso, Amy	100	3,759.50	2,696.00
9000045061	Sanko, April	100	5,504.42	3,732.16
9000045062	Santoro, Angela Marie	100	1,333.54	1,076.96
9000045063	Schmidt, Holly	100	674.18	632.73
9000045064	Schwartz, Rebecca	100	5,163.35	3,734.67
9000045065	Shum, Joanna	100	3,608.79	2,330.32
9000045066	Smith, Justin	100	4,390.13	3,376.79
9000045067	Steben, James	100	7,773.78	5,966.47
9000045068	Stelk, Scott	100	2,285.32	1,134.97
9000045069	Stellmacher, James M	100	5,512.28	4,196.54
9000045070	Stolte, Monica	100	1,665.60	1,510.64
9000045071	Strietelmeier, Katelyn	100	3,368.26	2,613.54
9000045072	Thome, Nicholas	100	2,253.64	1,146.87
9000045073	Van Dyke, Lisa	100	2,051.47	1,448.52
9000045074	Wolak, Brandon P	100	3,037.06	2,202.22

Payroll Run Check Listing for Board

Payroll	11/30/2023			Lisle CUSD 202
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000045075	Woyna, Eric	100	3,936.71	2,708.83
9000045076	Woyna, Patrick	100	4,225.59	2,794.19
9000045077	Alexander, Jarvis	200	877.99	618.07
9000045078	Blatchley, Monica	200	4,567.58	796.98
9000045079	Bossenga, Emmy	200	4,691.25	2,906.95
9000045080	Braun, Katherine	200	3,545.35	2,514.74
9000045081	Breeden, Anne	200	710.00	612.75
9000045082	Broadus, Gretchen	200	3,767.46	3,067.38
9000045083	Burke, Felicia	200	3,648.46	3,006.01
9000045084	Byrne, Sharon	200	3,838.81	3,152.51
9000045085	Callaghan, Margaret	200	1,539.70	1,232.64
9000045086	Carr, Kristen	200	3,489.79	2,223.34
9000045087	Cerny, Marie	200	3,164.63	2,609.77
9000045088	Cervený, Karen	200	3,688.13	2,633.64
9000045089	Chiappetta, Rebecca	200	1,684.65	1,421.36
9000045090	Dooley, Tara	200	1,044.75	681.77
9000045091	Erickson, Tor	200	4,543.54	3,433.82
9000045092	Fleischer, Daniel	200	972.58	739.08
9000045093	Gomez, Benigno	200	1,914.47	1,319.59
9000045094	Grau, Jason	200	3,825.08	2,897.42
9000045095	Hazard, Jean	200	1,111.25	761.00
9000045096	Heap, Emily J	200	3,053.58	2,405.41
9000045097	Joy, Emma P	200	2,041.07	1,209.30
9000045098	Kearney, David	200	6,489.67	4,354.28
9000045099	Keigher, Natalie	200	4,348.38	3,088.26
9000045100	Kim, Paul	200	5,115.78	3,398.45
9000045101	Klepper, Mary	200	3,331.21	2,482.00
9000045102	Lemke, Nanette	200	1,054.51	715.13
9000045103	Leon, Miyax	200	2,732.33	2,181.85
9000045104	Lima, Valerie	200	1,285.94	854.83
9000045105	Lumsden, Jason	200	4,758.83	3,591.14
9000045106	Marriner, Carmen M	200	1,281.20	797.13

Payroll Run Check Listing for Board

Payroll 11/30/2023 Lisle CUSD 202

Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000045107	McIntyre, Celeste	200	4,243.30	3,090.87
9000045108	McLear IV, Robert	200	4,164.00	3,216.25
9000045109	Meyer, Peter	200	6,416.50	3,847.79
9000045110	Miller, Jaime	200	3,323.26	2,408.19
9000045111	Murray, Caitlin	200	1,333.54	1,160.62
9000045112	Nelson, Kelli	200	5,109.85	3,641.38
9000045113	Norwood, Lindsay	200	4,241.58	3,444.20
9000045114	Oros, Natalie	200	4,005.38	2,842.43
9000045115	Park, Aimee	200	4,998.78	3,526.71
9000045116	Parra, Ashley	200	3,172.58	2,340.17
9000045117	Pilon, Erica	200	4,883.80	3,507.90
9000045118	Pivek, Elena	200	3,727.78	2,801.15
9000045119	Ptak, Jeff R	200	2,307.85	1,564.08
9000045120	Purtell, Maggie	200	2,557.92	2,094.77
9000045121	Rankin, Chrysan	200	2,847.38	2,194.53
9000045122	Reband, Jennifer	200	4,639.88	3,377.18
9000045123	Sauer, Mary	200	3,719.84	2,864.72
9000045124	Schindler, Dorene	200	946.58	690.48
9000045125	Schmidt, Michael	200	6,820.99	4,782.97
9000045126	Schraub, Daniel	200	5,123.66	3,708.82
9000045127	Seastrom, Tamela	200	1,946.53	1,085.91
9000045128	Sergeant, Andrew H	200	2,161.51	1,561.73
9000045129	Slowiak, Vincent	200	4,045.04	2,677.83
9000045130	Smid, Jason	200	3,846.76	2,783.21
9000045131	Stevens, Patricia	200	4,996.80	3,548.69
9000045132	Twaddle, Debra	200	1,096.62	655.87
9000045133	Weissinger, Zachary T	200	2,169.61	1,412.00
9000045134	Wiertel, Jason	200	5,028.51	3,786.98
9000045135	Wilson, Haley	200	550.85	515.64
9000045136	Altic, Megan	300	3,807.04	2,581.76
9000045137	Barker, Eric	300	3,251.88	2,312.08
9000045138	Barnett, Sophie	300	2,040.38	1,591.03

Payroll Run Check Listing for Board

Payroll	11/30/2023			Lisle CUSD 202
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000045139	Bell, Courtney	300	1,155.13	769.46
9000045140	Bonini, Susan	300	1,209.00	675.12
9000045141	Boss, Celia	300	1,333.54	1,122.40
9000045142	Campion, James, JR	300	3,172.58	2,192.60
9000045143	Carlson, Susan M	300	1,317.08	1,030.68
9000045144	Chavez, Daniel	300	1,670.25	1,045.48
9000045145	Clavelli, Lauren	300	3,529.46	2,567.46
9000045146	Collins, Courtney	300	2,934.63	2,269.86
9000045147	Cornyn, Mary Beth	300	654.04	526.64
9000045148	Cyrus, Richard	300	5,741.62	3,724.95
9000045149	Cyrus, Tonia	300	3,632.55	2,253.74
9000045150	Dahleen, Shayla	300	3,412.49	2,452.63
9000045151	Davis, Brianne	300	4,473.30	3,381.37
9000045152	Davis, Courtney	300	2,155.38	1,518.72
9000045153	Dawson, Rachel	300	3,878.42	2,676.46
9000045154	De Leo, Michaela	300	2,212.88	1,748.52
9000045155	Dineen-Hendricks, Kathleen	300	1,311.53	964.00
9000045156	Dorsch, Rachael	300	1,982.83	1,563.88
9000045157	DuBois, Heidi	300	3,370.88	2,481.89
9000045158	Edman, Kelly A	300	2,158.73	1,140.66
9000045159	Elting, Teresa	300	940.80	696.64
9000045160	Emde, John C, II	300	2,323.61	708.06
9000045161	Gibson, Kayla	300	3,362.92	2,536.93
9000045162	Gilbert, Jennifer	300	3,053.58	2,362.48
9000045163	Graff, Patrick	300	4,399.45	3,472.63
9000045164	Han, Jieun	300	3,093.25	2,392.85
9000045165	Hausler, Linda	300	3,688.13	2,547.49
9000045166	Heneghan, Dipti	300	1,069.63	829.21
9000045167	Herrmann, Mary Jo	300	1,052.46	693.42
9000045168	Hicks, Dena	300	4,711.27	3,212.66
9000045169	Hill, Anna	300	2,542.00	1,660.47
9000045170	James, Lauren	300	3,085.30	2,310.54

Payroll Run Check Listing for Board

Payroll	11/30/2023			Lisle CUSD 202
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000045171	Jezyk, Anna	300	3,291.54	2,322.43
9000045172	Johnson, Diane	300	4,877.83	2,270.86
9000045173	Jung, Diane	300	1,193.76	630.86
9000045174	Karas, Monica	300	1,135.19	982.71
9000045175	Kerback, Patricia M	300	1,039.34	857.56
9000045176	Klepadlo, Scott E	300	3,926.04	2,647.86
9000045177	Klimes, Christy	300	4,639.88	3,249.02
9000045178	Kolacz, Jolanta	300	1,289.88	705.34
9000045179	Konior, Mandy	300	848.16	474.61
9000045180	Krestan, Kimberly S	300	958.33	735.38
9000045181	Lapham, Kathleen	300	4,275.01	3,283.45
9000045182	Larson, Richard W	300	3,504.47	2,554.61
9000045183	Lauten, Theresa	300	4,584.34	2,716.38
9000045184	Leonard, Arlene	300	4,877.82	3,770.32
9000045185	Livolsi-Hudgens, Carmella	300	943.20	542.22
9000045186	Lyell, Kelly	300	3,886.38	2,706.58
9000045187	MacNeille, Margaret A	300	2,097.83	1,712.25
9000045188	Maduzia, Vanessa	300	1,121.25	720.43
9000045189	Marino, Jillian	300	4,314.67	3,010.42
9000045190	Martin, Stacey	300	3,402.59	2,405.82
9000045191	Martinez-Alvear, Aldo	300	4,053.13	2,718.28
9000045192	Masa, Janelle	300	1,117.34	671.10
9000045193	Matteucci, Christina	300	1,982.83	1,539.62
9000045194	McCormick, Meredith	300	4,521.71	3,576.69
9000045195	Meister, Jennifer	300	3,489.79	2,632.19
9000045196	Meyer, Phillip	300	3,648.45	2,757.26
9000045197	Murphy, Trisha	300	4,203.61	3,133.07
9000045198	Nelson, Nicole	300	4,877.83	3,858.38
9000045199	Neustadt, Leslie	300	4,362.29	3,189.04
9000045200	O'Connor-Young, Sheri	300	1,801.80	1,358.29
9000045201	Ortiz, Carmen	300	2,064.47	1,406.57
9000045202	O'Shea, Amy	300	3,886.38	2,572.59

Payroll Run Check Listing for Board

Payroll	11/30/2023	Lisle CUSD 202		
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000045203	Parker, Elizabeth	300	4,222.92	3,218.49
9000045204	Pavilionis, Vincent	300	3,251.88	2,384.86
9000045205	Polmanteer, Colette	300	3,569.13	2,185.44
9000045206	Poremba, Katherine	300	4,045.04	2,721.75
9000045207	Potempa, Tracey	300	4,325.79	3,323.24
9000045208	Pupillo, Lauren	300	3,727.79	2,648.44
9000045209	Remigio, Maria	300	4,681.55	3,305.82
9000045210	Reyes, Cathy M	300	1,322.29	892.25
9000045211	Rhoades, Kathleen E	300	3,489.79	2,563.40
9000045212	Rogalny, Danuta	300	990.93	761.52
9000045213	Rogers, Megan	300	3,172.58	2,654.93
9000045214	Rydel-Boesso, Eileen M	300	3,489.79	1,951.41
9000045215	Schlessinger, Lukas	300	3,291.55	2,235.65
9000045216	Schreiber Specca, Jill	300	6,154.50	4,447.44
9000045217	Schwarz, Jeanene	300	1,377.16	529.71
9000045218	Slade, Stephanie	300	3,085.30	2,277.16
9000045219	Smith, Elisa	300	4,473.30	3,182.75
9000045220	Soukup, Stephanie	300	2,555.92	1,569.79
9000045221	Staley, Shannon	300	3,910.22	2,901.41
9000045222	Stefani, Colleen	300	4,758.83	3,368.97
9000045223	Svejda, Michele	300	1,210.03	641.86
9000045224	Svoboda, Kathleen	300	2,369.54	1,864.80
9000045225	Toby, Maureen	300	3,529.46	2,593.00
9000045226	Todd, Adam	300	2,753.15	1,926.62
9000045227	Treadway, Katherine	300	3,412.67	2,340.39
9000045228	Tuzzolino, Victoria	300	3,450.17	2,553.59
9000045229	Weeks, Stacey	300	2,538.08	2,069.93
9000045230	Weissinger, Karla	300	1,117.32	722.02
9000045231	Williams, Abby	300	1,333.54	1,155.62
9000045232	Witt, Elizabeth	300	2,327.88	1,861.10
9000045233	Wojcik, Jane	300	1,342.95	1,232.01
9000045234	Yaniz, Catherine	300	3,378.30	2,621.48

Payroll Run Check Listing for Board

Payroll	11/30/2023	Lisle CUSD 202		
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000045235	Zulawski, Andrea S	300	1,982.83	1,514.76
9000045236	Dillard, Daniel	700	1,110.37	1,025.43
9000045237	Anderson, Cathleen	800	213.00	188.82
9000045238	Balaban, Nicholas	800	1,308.67	1,043.77
9000045239	Beck, Andrew J	800	1,109.16	878.28
9000045240	Benson, Mary Diane	800	577.20	468.62
9000045241	Bouck, Paula	800	710.00	669.56
9000045242	Crenshaw, Samuel, JR	800	2,220.79	1,940.97
9000045243	Culum, Kevin	800	67.50	56.82
9000045244	Daniels, Joyce	800	404.04	353.13
9000045245	Ducharme, Janet	800	877.20	726.67
9000045246	Flores, Paola	800	346.32	312.69
9000045247	Friego, Scott	800	1,142.12	1,078.29
9000045248	Galvez, Claudia	800	654.34	589.26
9000045249	Grace, Jalen	800	1,110.37	990.47
9000045250	Gwilliam, Matthew	800	356.91	311.93
9000045251	Holub, Nicole	800	1,308.67	1,159.02
9000045252	Kashul, Cindy	800	135.00	113.65
9000045253	Keeling, Daniel T	800	1,249.19	1,109.30
9000045254	Lantz, Janet L	800	577.20	509.47
9000045255	Lopez, Angel R	800	519.48	454.03
9000045256	Malenke, Brian	800	951.76	831.84
9000045257	Malinowski, Nicole	800	577.20	525.66
9000045258	McCarthy, Barbara	800	135.00	113.65
9000045259	Nadolny, Jack	800	356.91	311.93
9000045260	Osborn, Greg	800	475.88	400.65
9000045261	Paige, Stephanie	800	675.00	589.95
9000045262	Putnam, Shannon	800	452.14	412.24
9000045263	Reese, Mary	800	1,480.00	1,228.08
9000045264	Reif, James	800	1,506.97	1,317.09
9000045265	Rivecco, Kendall	800	1,269.03	1,109.13
9000045266	Rolando, Ross	800	1,963.01	1,680.63

Payroll Run Check Listing for Board

Payroll	11/30/2023			Lisle CUSD 202
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000045267	Sanders, J'son	800	832.79	727.86
9000045268	Schmidt, Oliver	800	1,110.37	1,025.43
9000045269	Shields, Rebecca	800	270.00	249.34
9000045270	Smith, Stacy	800	577.20	504.47
9000045271	Stratton, Carolyn	800	142.00	124.55
9000045272	Trinidad, Jose E	800	594.85	519.89
9000045273	Visser, Marianne	800	577.20	509.47
9000045274	Wagge, Kimberlee	800	404.04	359.32
9000045275	Weber, Andrew	800	1,070.73	935.81
9000045276	Wong, Kevin David	800	735.00	630.56
			875,629.90	618,528.99

Payroll Run Check Listing for Board

Payroll	11/30/2023			Lisle CUSD 202
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
121105	Sanders, J'son	800	832.79	727.86
			832.79	727.86

Payroll Run Check Listing for Board

Payroll	11/30/2023			Lisle CUSD 202
Check/ ACH	Employee	Check Location	Pay Gross	Net Amount
9000045267	Sanders, J'son	800	-832.79	-727.86
			-832.79	-727.86

LISLE COMMUNITY UNIT SCHOOL DISTRICT #202

VENDOR PAY ORDERS

This is to certify that the Board of Education of Lisle Community Unit School District No. 202 ratified the following vendor pay orders: December 18, 2023

GENERAL CHECKING ACCOUNT

CHECKS ISSUED	Beginning	120893	Ending	120896
	Beginning	121044	Ending	121048
	Beginning	121049	Ending	121104
	Beginning	121110	Ending	121252
WIRES ISSUED	Beginning	8000000977	Ending	8000000982
	Beginning	8000000983	Ending	8000000990
ACH DEPOSITS	Beginning	9000045569	Ending	9000045590

FUND DISTRIBUTION

EDUCATIONAL	\$ 1,572,416.31
OPERATIONS & MAINTENANCE	\$ 251,240.30
DEBT SERVICES	\$ 10,245.93
TRANSPORTATION	\$ 195,102.25
IMRF/SOCIAL SECURITY	\$ 117,852.55
CAPITAL PROJECTS	\$ 4,968.68
TOTAL	<u>\$ 2,151,826.02</u>

IMPREST CHECKING ACCOUNT

CHECKS ISSUED	Beginning	10321	Ending	10326
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FUND DISTRIBUTION

EDUCATIONAL	\$ 612.80
OPERATIONS & MAINTENANCE	\$ 1,025.73
TRANSPORTATION	\$ 313.81
TOTAL	<u>\$ 1,952.34</u>

GRAND TOTAL \$ 2,153,778.36

President - Board of Education

Date

Secretary - Board of Education

Date

AP Check Register

Lisle CUSD 202

Accounts Payable Run: 11/15/2023 ZPAY 11/15/2023

R - Regular Run Type

Check Number	Name	Net Check Amt
120893	Classified Employee	560.10
120894	Glenn Stearns Chapter 13	375.00
120895	Lisle CUSD #202	3,419.26
120896	Lisle Education Association	9,671.70
8000000977	Harris Bank	130,045.46
8000000978	Illinois Department Of Revenue	37,323.70
8000000979	Teachers' Health Ins Security	11,911.28
8000000980	Teachers' Retirement System	72,680.18
8000000981	U.S. OMNI	37,579.61
8000000982	Voya Institutional Trust	319.51
Regular Checks:	4	14026.06
ACH Checks:	0	0.00
Wire Transfers:	6	289859.74
Total:	10	303,885.80

AP Check Register

Lisle CUSD 202

Fund Summary

Fund	Balance Sheet	Revenue	Expense	Total
10 - Educational	\$252,835.15	\$0.00	\$0.00	252835.15
20 - Operations & Maintenance	\$7,443.80	\$0.00	\$0.00	7443.80
40 - Transportation	\$199.23	\$0.00	\$0.00	199.23
55 - Social Security	\$43,407.62	\$0.00	\$0.00	43407.62

AP Check Register

Lisle CUSD 202

Accounts Payable Run: 11/30/2023 ZPAYEOM 11/30/2023

R - Regular Run Type

Check Number	Name	Net Check Amt
121044	Classified Employee	594.37
121045	Glenn Stearns Chapter 13	375.00
121046	Lisle CUSD #202	3,419.26
121047	Lisle Education Association	9,671.70
121048	VSP of Illinois, NFP	4,506.60
8000000983	Educational Benefit Coop	436,852.67
8000000984	Harris Bank	132,361.67
8000000985	Illinois Department Of Revenue	38,072.60
8000000986	Illinois Municipal Retirement	48,450.04
8000000987	Teachers' Health Ins Security	12,084.02
8000000988	Teachers' Retirement System	73,734.19
8000000989	U.S. OMNI	37,551.61
8000000990	Voya Institutional Trust	320.11
Regular Checks:		
5	18566.93	
ACH Checks:		
0	0.00	
Wire Transfers:		
8	779426.91	
Total:	13	797,993.84

AP Check Register

Lisle CUSD 202

Fund Summary

Fund	Balance Sheet	Revenue	Expense	Total
10 - Educational	\$683,102.39	\$0.00	\$0.00	683102.39
20 - Operations & Maintenance	\$40,028.15	\$0.00	\$0.00	40028.15
40 - Transportation	\$418.37	\$0.00	\$0.00	418.37
50 - Muncipal Retirement	\$29,874.48	\$0.00	\$0.00	29874.48
55 - Social Security	\$44,570.45	\$0.00	\$0.00	44570.45

AP Check Register

Lisle CUSD 202

Accounts Payable Run: 11/30/2023 November 2023 End of Month

R - Regular Run Type

Check Number	Name	Net Check Amt
121049	Albertsons / Safeway	648.16
121050	Allgood, Scott	220.00
121051	Amazon Capital Services Inc	4,412.40
121052	Asmussen, Marc	62.00
121053	AT&T: Acct 198-2	171.31
121054	AT&T: Acct 680	569.11
121055	AT&T: Acct 927	1,391.00
121056	AT&T: Acct 988-5	237.39
121057	Baillie, Christopher	79.00
121058	Barnes, Doug	158.00
121059	Capital One / Menards	737.52
121060	Capital One / Walmart	1,245.57
121061	Carlson, Brian	79.00
121062	ComEd (PO Box 6111)	8,808.38
121063	Cullen, Terry	79.00
121064	Cyr, John	79.00
121065	Cyrus, Frank	141.00
121066	Cyrus, Rick (OFFICIAL ONLY!)	62.00
121067	Dart, Jim	62.00
121068	Davelis, Craig	79.00
121069	Davilo, Marc	79.00
121070	Delmastro, James	79.00
121071	Devoe, Michael	62.00
121072	Dupage County Public Works	326.34
121073	Dupage County Public Works	113.92
121074	Dupage County Public Works	790.78
121075	Dupage County Public Works	28.34
121076	Dupage County Public Works	327.31
121077	Fahrow, Gregory	62.00
121078	Fields, Joseph, JR	79.00
121079	Fisher, Richard	79.00

AP Check Register

Lisle CUSD 202

Accounts Payable Run: 11/30/2023 November 2023 End of Month

R - Regular Run Type

Check Number	Name	Net Check Amt
121080	Folkerts, Roger	62.00
121081	Home Depot U.S.A., Inc (GA)	82.85
121082	Home Depot U.S.A., Inc (TX)	3,774.11
121083	Hren, John	141.00
121084	Illinois American Water	2,937.80
121085	Ip, Alex	79.00
121086	Johnson Controls Security	972.83
121087	Kolar, Rich	62.00
121088	Konica Minolta Business	960.00
121089	Kwiatkowski, Joseph	79.00
121090	Landeros, Chuck	141.00
121091	Lisle Community Unit School	2,009.29
121092	McGowan, Tom	79.00
121093	O'Leary, Marty	79.00
121094	Rietz, Bob	62.00
121095	Rizzo, Robert	62.00
121096	Rolle, Xevion	217.00
121097	Rossin, Byron	62.00
121098	Sawicki Sr, Steven A	282.00
121099	Sullivan, Ryan	79.00
121100	Swade, Tim	79.00
121101	T-Mobile for Government	340.32
121102	Village of Lisle (Utilities)	408.01
121103	Westway Coach, Inc	9,932.12
121104	Williams, Garret	62.00

Regular Checks:	56	44391.86
ACH Checks:	0	0.00
Wire Transfers:	0	0.00
Total:	56	44,391.86

AP Check Register

Lisle CUSD 202

Fund Summary

Fund	Balance Sheet	Revenue	Expense	Total
10 - Educational	\$11,443.20	\$0.00	\$0.00	11443.20
20 - Operations & Maintenance	\$22,702.73	\$0.00	\$0.00	22702.73
40 - Transportation	\$10,245.93	\$0.00	\$0.00	10245.93

AP Check Register

Lisle CUSD 202

Accounts Payable Run: 12/18/2023 December 2023 Board Bills

R - Regular Run Type

Check Number	Name	Net Check Amt
121110	4imprint, Inc	832.23
121111	ACCO Brands USA LLC	719.10
121112	AFI Technologies Inc	6,773.05
121113	AMITA Health Mercy Medical	320.00
121114	Anderson Pest Solutions	375.70
121115	Anderson's Books, Inc	3,041.82
121116	Aramark Uniforms & Career	721.73
121117	Arlington Heights School	3,434.00
121118	Aurora Naper Transportation	62,753.75
121119	B & H Photo-Video	396.42
121120	Barnes & Noble, Inc.	213.72
121121	Beebe, David	62.00
121122	BMO Harris Commercial Card	5,946.93
121123	Bouzeos, Peter	1,010.15
121124	BrightStar Healthcare	4,037.50
121125	BSN Sports, LLC	1,669.19
121126	Buado, Calvin	650.00
121127	Buckeye Cleaning Centers	1,445.38
121128	Bush, Trevon	62.00
121129	C.O.R.E. Academy	26,206.44
121130	Candor Health Education	3,045.00
121131	CDW Government Inc	3,364.00
121132	Chicago Office Technology	600.20
121133	Cintas Corp	429.00
121134	Coli, Diane	50.00
121135	College Board	1,178.91
121136	College Board	1,072.82
121137	ComEd (PO Box 6111)	2,335.94
121138	ComEd (PO Box 6112)	16,733.07
121139	ComEd (PO Box 6112)	5,337.47
121140	Creed, Chase	50.00

AP Check Register

Lisle CUSD 202

Accounts Payable Run: 12/18/2023 December 2023 Board Bills

R - Regular Run Type

Check Number	Name	Net Check Amt
121141	Cyr, John	79.00
121142	Datamation Imaging Services	388.00
121143	Davilo, Marc	79.00
121144	Davis, Vincent	62.00
121145	DeLeo, Mark	79.00
121146	Deli Management, Inc	72.54
121147	Demco Inc	872.28
121148	DeMoulin Brothers & Company	143.20
121149	DHE Computer Systems, LLC	2,026.86
121150	Dooley, Richard	62.00
121151	Doyle, Lisa B	2,500.00
121152	Dupage Regional Office of	1,330.00
121153	EBSCO Information Services,	450.80
121154	EI US, LLC. dba LearnWell	150.00
121155	EI US, LLC. dba LearnWell	350.00
121156	Ellman's Music Center, Inc	16,531.00
121157	Everest Snow Management,	2,457.00
121158	Fonseca, Raimundo	62.00
121159	Fox Valley Fire & Safety	2,504.55
121160	G & G Lawncare Inc	2,115.00
121161	Gateway Education Holdings	252.00
121162	Generation Genius, Inc.	995.00
121163	Hart Erectors Inc	2,050.00
121164	Hartzheim, Greg	79.00
121165	Hillesland, Eric	79.00
121166	Himes, Petrarca & Fester, Chtd	2,268.00
121167	Home Depot U.S.A., Inc (GA)	785.41
121168	Home Depot U.S.A., Inc (TX)	3,784.56
121169	Homewood-Flossmoor High	65.00
121170	Honeycutt, Bill	217.00
121171	Hren, John	62.00

AP Check Register

Lisle CUSD 202

Accounts Payable Run: 12/18/2023 December 2023 Board Bills

R - Regular Run Type

Check Number	Name	Net Check Amt
121172	Hughes, John Howie	79.00
121173	IASPA	300.00
121174	IHSSBCA	40.00
121175	Illinois American Water	2,261.66
121176	Illinois Grade School Music	1,555.00
121177	International Translation	2,283.75
121178	Joliet Junior College	1,127.00
121179	Jostens	14.85
121180	JW Pepper & Son, Inc	173.99
121181	Kellogg, Bob	79.00
121182	Kipp's Lawnmower Sales and	204.65
121183	Konica Minolta Business	5,418.65
121184	Kriha Boucek LLC	110.00
121185	Laforce Inc	306.00
121186	Laken, Steven	79.00
121187	Lakeshore Learning Materials	457.70
121188	Lauterbach & Amen LLP	12,450.00
121189	Lemont High School Band	550.00
121190	Leo's Cleaners	1,276.72
121191	Marshall, Joe	79.00
121192	Matuszewski, Greg	79.00
121193	McKillip, Donald	217.00
121194	Menta Academy Midway	6,924.60
121195	Metropolitan Preparatory	5,908.14
121196	Mister, Perry D	79.00
121197	Morrow, Bob	79.00
121198	NCS Pearson, Inc	306.50
121199	Neff Company	933.71
121200	NEUCO Inc	960.35
121201	New Connections Academy	6,676.41
121202	New Direction Solutions, LLC	5,887.50

AP Check Register

Lisle CUSD 202

Accounts Payable Run: 12/18/2023 December 2023 Board Bills

R - Regular Run Type

Check Number	Name	Net Check Amt
121203	Nicor Gas	1,193.25
121204	Nicor Gas	894.42
121205	Nicor Gas	389.59
121206	Nicor Gas	325.93
121207	Nicor Gas	419.45
121208	Nutrislice, Inc	2,195.52
121209	Oak Brook Mechanical	5,050.00
121210	Odeh, Aya	3,031.00
121211	Ombudsman Educational	850.00
121212	O'Shaughnessy, James	62.00
121213	Otis Elevator Company	1,092.00
121214	Parents Alliance Employment	4,784.20
121215	Paul H. Brookes Publishing Co,	59.00
121216	Perkins & Will, Inc	4,968.68
121217	Pugh, Kelvin	62.00
121218	Quinlan & Fabish Music	1,226.42
121219	R&D Tree Services Corporation	4,450.00
121220	Red Rover Technologies LLC	2,000.00
121221	Richland School District 88A	89.43
121222	Rietz, Bob	62.00
121223	Ryan, Tim	79.00
121224	S.E.A.L. South, Inc	4,844.66
121225	Santie, Will	62.00
121226	School Association for Special	327,763.11
121227	SEAL of Illinois Inc	9,659.06
121228	Shaw Media	1,170.20
121229	SHI International Corp	488.66
121230	Special Education Systems,	3,971.16
121231	Spirit Products Inc	366.50
121232	Sta-Kleen, Inc	1,915.00
121233	Streamwood Behavioral	5,033.36

AP Check Register

Lisle CUSD 202

Accounts Payable Run: 12/18/2023 December 2023 Board Bills

R - Regular Run Type

Check Number	Name	Net Check Amt
121234	Suburban Door Check & Lock	85.00
121235	Suburban School Cooperative	192,032.00
121236	The Bookstore of Glen Ellyn	1,005.95
121237	The Fitness Connection	347.50
121238	TPS Sports	55.00
121239	Trifone, John	79.00
121240	Vanguard Energy Services,	7,317.60
121241	Vernier Software & Technology	691.00
121242	Vex Robotics, Inc.	219.44
121243	Village of Lisle	20,984.44
121244	Waste Management of Illinois,	1,700.97
121245	West Music Company Inc	9,924.03
121246	Westway Coach, Inc	119,566.74
121247	WEX Health, Inc	178.50
121248	Wiley, Dion	217.00
121249	Wilson Language Training Corp	1,134.00
121250	Winesburg, Ray	217.00
121251	Winsor Learning LLC	3,500.00
121252	Ybarra, Robert	79.00
9000045569	Anderson, Herbert	86.28
9000045570	Costello, Sheri	120.00
9000045571	Crenshaw, Samuel, JR	59.39
9000045572	Emde, John C, II	30.00
9000045573	Erickson, Tor	120.00
9000045574	Filipiak, Keith	120.00
9000045575	Fitzgerald, Karen	28.25
9000045576	Gucciardo, Anjanette	139.78
9000045577	Hardy, Venessa	457.47
9000045578	Kearney, David	120.00
9000045579	Kempfer-Kotalik, Linda	120.00
9000045580	Klepadlo, Scott E	125.00

AP Check Register

Lisle CUSD 202

Accounts Payable Run: 12/18/2023 December 2023 Board Bills

R - Regular Run Type

Check Number	Name	Net Check Amt
9000045581	Law, Jennifer S	205.68
9000045582	Marcum, Thomas C	120.00
9000045583	Norwood, Lindsay	120.00
9000045584	O'Hara, James	120.00
9000045585	Pomatto-Zimmerman, Jennifer	120.00
9000045586	Ptak, Jeff R	120.00
9000045587	Schreiber Specca, Jill	120.00
9000045588	Thome, Nicholas	255.00
9000045589	Weissinger, Derek C	120.00
9000045590	Wilkinson, David	120.00

Regular Checks:	143	1002607.67
ACH Checks:	22	2946.85
Wire Transfers:	0	0.00
Total:	165	1,005,554.52

AP Check Register

Lisle CUSD 202

Fund Summary

Fund	Balance Sheet	Revenue	Expense	Total
10 - Educational	\$625,035.57	\$0.00	\$0.00	625035.57
20 - Operations & Maintenance	\$181,065.62	\$0.00	\$0.00	181065.62
40 - Transportation	\$194,484.65	\$0.00	\$0.00	194484.65
60 - Capital Projects	\$4,968.68	\$0.00	\$0.00	4968.68

AP Check Register

Lisle CUSD 202

Accounts Payable Run: 11/07/2023 Imprest 11.7.23

R - Regular Run Type

Check Number	Name	Net Check Amt
10321	AT&T: Acct 430-0	124.71
10322	Dresden, Drew	200.00
10323	Faciana, Michael	40.00
10324	Gordon Flesch Co, Inc	84.21
10325	Patel, Samir	160.00
10326	WEX Bank	1,343.42
Regular Checks: 6		1952.34
ACH Checks: 0		0.00
Wire Transfers: 0		0.00
Total: 6		1,952.34

AP Check Register

Lisle CUSD 202

Fund Summary

Fund	Balance Sheet	Revenue	Expense	Total
10 - Educational	\$612.80	\$0.00	\$0.00	612.80
20 - Operations & Maintenance	\$1,025.73	\$0.00	\$0.00	1025.73
40 - Transportation	\$313.81	\$0.00	\$0.00	313.81

For Action

**Lisle Community Unit School District 202
Board Of Education Meeting
December 18, 2023**

SUBJECT: Approval of Certified Leave of Absence Request.

BACKGROUND: A certified staff member has submitted a request for FMLA.

RECOMMENDATION: The Administration recommends approval of the request.

SUGGESTED MOTION: That the Board of Education approves the FMLA request of:

Jieun Han, First Grade Teacher at Lisle Elementary School, requests 12 weeks of FMLA Leave to begin on approximately March 17, 2023.

Megan Rogers, Inclusion Facilitator at Lisle Elementary School, requests 8 weeks of FMLA Leave to begin on approximately February 14, 2023.

FOR ACTION

**Lisle Community Unit School District 202
Board Of Education Meeting
December 18, 2023**

SUBJECT: Acceptance of Extra-Duty Resignation.

BACKGROUND: A resignation has been received from an Activity Sponsor.

FINANCIAL IMPACT: This position has been included in the FY 25 budget and will be filled accordingly.

RECOMMENDATION: Acceptance of Resignation.

SUGGESTED MOTION: That the Board of Education accepts the resignation of:

Claudia Galvez, Head Dance Coach for both Sideline and Competitive Dance Team at Lisle Senior High School, has submitted her resignation for her club sponsorships to be effective at the end of the 2023-2024 season.

FOR APPROVAL

Lisle Community Unit School District 202 Board of Education Meeting December 18, 2023

SUBJECT: Second Reading and Approval - PRESS Packet 113

BACKGROUND: The attached pages represent the contents of PRESS Packet 113 and the changes/revisions as noted by the Board of Education.

PRESS Packet 113 includes the following policies:

Draft Update

2:20 Powers and Duties of the Board of Education; Indemnification
2:120 Board Member Development
2:200 Types of Board of Education Meetings
2:220 Board of Education Meeting Procedure
4:10 Fiscal and Business Management
4:60 Purchase and Contracts
4:130 Free and Reduced-Price Food Services
4:160 Environmental Quality of Buildings and Grounds
5:30 Hiring Process and Criteria
5:190 Teacher Qualifications
5:200 Terms and Conditions of Employment and Dismissal
5:210 Resignations
5:220 Substitute Teachers
5:250 Leaves of Absence
5:330 Sick Days, Vacation, Holidays, and Leaves
6:15 School Accountability
6:30 Organization of Instruction
6:50 School Wellness
6:60 Curriculum Content
6:230 Library Resource Center
7:60 Residence
7:70 Attendance and Truancy
7:160 Student Appearance
7:190 Student Behavior
7:270 Administering Medicines to Students
7:285 Anaphylaxis Prevention, Response, and Management Program
7:290 Suicide and Depression Awareness and Prevention

5 Year Review

8:30 Visitors to and Conduct on School Property
4:30 Revenue and Investments

FINANCIAL IMPACT: NA

RECOMMENDED MOTION: Administration recommends approval of PRESS 113 policies as presented.

SUGGESTED MOTION: The Board of Education recommends the approval of PRESS Policies 113 as presented. Policies were reviewed and evaluated and changes were made if deemed necessary.

Document Status: Draft Update

BOARD OF EDUCATION

2:20 Powers and Duties of the Board of Education; Indemnification

The major powers and duties of the Board of Education include, but are not limited to:

1. Annually organizing the Board by electing officers and establishing its regular meeting schedule and, thereafter, taking action during lawfully called meetings to faithfully fulfill the Board's responsibilities in accordance with Board policy and State and federal law.
2. Formulating, adopting, and modifying Board policies, at its sole discretion, subject only to mandatory collective bargaining agreements and State and federal law.
3. Employing and evaluating a Superintendent, approving employment contracts, and other personnel, making employment decisions, dismissing personnel, including determining whether an employee has willfully or negligently failed to report an instance of suspected child abuse or neglect as required by [325 ILCS 5/](#), and evaluating the Superintendent.
4. Directing, through policy, the Superintendent, in his or her charge of the District's administration.
5. Approving the annual budget, tax levies, major expenditures, payment of obligations, annual audit, and other aspects of the District's financial operation; and making available a statement of financial affairs as provided in State law.
6. Entering contracts in accordance with applicable federal and State law, including using the public bidding procedure when required. [PRESSPlus1](#)
7. Providing, constructing, controlling, and maintaining adequate physical facilities; making school buildings available for use as civil defense shelters; and establishing a resource conservation policy.
8. Establishing an equal educational opportunities policy that prohibits unlawful discrimination.
9. Approving the curriculum, textbooks, and educational services.
10. Evaluating the educational program and approving School Improvement ~~and District~~ [Improvement](#) Plans. [PRESSPlus2](#)
11. Presenting the District report card and School report card(s) to parents/guardians and the community; these documents report District, School and student performance.
12. Establishing and supporting student behavior policies designed to maintain an environment conducive to learning, including deciding individual student suspension or expulsion cases brought before it.
13. Establishing attendance units within the District and assigning students to the schools.
14. Establishing the school year.
15. Requiring a moment of silence to recognize veterans during any type of school event held at a District school on November 11.
16. Providing student transportation services pursuant to State law.
17. Entering into joint agreements with other boards to establish cooperative educational programs or provide educational facilities.
18. Complying with requirements in the Abused and Neglected Child Reporting Act (ANCRA). Specifically, each individual Board member must, if an allegation is raised to the member during

an open or closed Board meeting that a student is an abused child as defined in ANCRA, direct or cause the Board to direct the Superintendent or other equivalent school administrator to comply with ANCRA's requirements concerning the reporting of child abuse.

19. Notifying the State Superintendent of Education promptly and in writing of the name of a licensed teacher who was convicted of a felony, along with the conviction and the name and location of the court where the conviction occurred.
20. Notifying the Teachers' Retirement System (TRS) of the State of Ill. Board of Trustees promptly and in writing when it learns that a teacher as defined in the Ill. Pension Code was convicted of a felony, along with the name and location of the court where the conviction occurred, and the case number assigned by that court to the conviction.
21. Communicating the schools' activities and operations to the community and representing the needs and desires of the community in educational matters.

As the corporate entity charged by law with governing a school district, each School Board sits in trust for its entire community. The obligation to govern effectively imposes some fundamental duties on the Board. The *Illinois Association of School Boards* has identified the following Foundational Principles of Effective Governance for guidance:

1. The Board Clarifies the District Purpose

As its primary task, the Board continually defines, re-defines and articulates district ends to answer the recurring question – who get what benefits for how much?

2. The Board Connects with the Community

The School Board engages in an ongoing two-way conversation with the entire community. The purpose of the conversation is to enable the board to hear and understand the community's educational aspirations and desires, to serve effectively as an advocate for continuous improvement, and to inform the community of the district's performance.

3. The Board Employs the Superintendent

The Board employs and evaluates one person – the Superintendent – and holds that person accountable for the performance of the school district. The Board delegates authority to the Superintendent for employing and evaluating district staff.

4. The Board Delegates Authority

The Board delegates authority to the Superintendent to manage the district and provide leadership for the staff. Such authority is communicated through written policies that designate Board ends and defines operating limits.

5. The Board Monitors Performance

The Board constantly monitors progress toward district ends and compliance with written Board policies.

6. The Board Takes Responsibility for Itself

The Board, collectively and individually, takes full responsibility for Board activity and behavior. Board deliberations and actions are limited to Board work, not staff work.

Indemnification

To the extent allowed by law, the Board shall defend, indemnify, and hold harmless School Board members, employees, volunteer personnel (pursuant to [105 ILCS 5/10-22.34](#), [10-22.34a](#) and [10-22.34b](#)), mentors of certified staff (pursuant to [105 ILCS 5/2-3.53a](#), [2-3.53b](#), and [105 ILCS 5/21A-5 et seq.](#)), and student teachers who, in the course of discharging their official duties imposed or authorized by law, are sued as parties in a legal proceeding. Nothing herein, however, shall be construed as obligating the Board to defend, indemnify, or hold harmless any person who engages in criminal activity, official misconduct, fraud, intentional or willful and wanton misconduct, or acts beyond the authority properly vested in the individual.

LEGAL REF.:

[105 ILCS 5/10](#), [5/17-1](#), [5/21B-85](#), and [5/27-1](#).

[115 ILCS 5/](#), Ill. Educational Labor Relations Act.

[325 ILCS 5/](#), Abused and Neglected Child Reporting Act.

CROSS REF.: 1:10 (School District Legal Status), 1:20 (District Organization, Operations, and Cooperative Agreements), 2:10 (School District Governance), 2:80 (Board Member Oath and Conduct), 2:120 (Board member Development, 2:140 (Communications To and From the Board), 2:210 (Organizational School Board Meeting), 2:240 (Board Policy Development), 4:60 (Purchases and Contracts), 4:70 (Resource Conservation), 4:100 (Insurance Management), 4:110 (Transportation), 4:150 (Facility Management and Building Programs), 4:165 (Awareness and Prevention of Sexual Abuse and Grooming Behaviors), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:30 (Hiring Process and Criteria), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:150 (Personnel Records), 5:210 (Resignations), 5:290 (Employment Termination and Suspensions), 6:10 (Educational Philosophy and Objectives), 6:15 (School Accountability), 6:20 (School Year Calendar and Day), 6:210 (Instructional Materials), 7:10 (Equal Educational Opportunities), 7:30 (Student Assignment and Intra-District Transfer), 7:190 (Student Behavior), 7:200 (Suspension Procedures), 7:210 (Expulsion Procedures), 8:10 (Connection with the Community), 8:30 (Visitors to and Conduct on School Property)

Adopted: February 28, 2022

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/10-20.21, amended by P.A. 103-8, eff. 1-1-24, raising the bidding threshold to \$25,000.00-35,000.00. See policy 4:60, *Purchases and Contracts*. **Issue 113, October 2023**

PRESSPlus 2. Updated in response to 105 ILCS 5/2-3.25f, amended by P.A. 103-175, changing state interventions available for School Improvement and District Improvement Plans. For more specific information about school improvement plans, see PRESS sample policy 6:10, *Educational Philosophy and Objectives*, and f/n 6 in PRESS sample policy 6:15, *School Accountability*, available at PRESS Online by logging in at www.iasb.com. **Issue 113, October 2023**

Document Status: Draft Update

BOARD OF EDUCATION

2:120 Board Member Development

The Board of Education desires that its individual members learn, understand, and practice effective governance principles. The Board is responsible for Board member orientation and development. Board members have an equal opportunity to attend State and national meetings designed to familiarize members with public school issues, governance, and legislation.

The Board President and/or Superintendent shall provide all Board members with information regarding pertinent education materials, publications, and notices of training or development.

Mandatory Board Member Training

Each Board member is responsible for his or her own compliance with the mandatory training laws that are described below:

1. Each Board member elected or appointed to fill a vacancy of at least one year's duration must complete at least four hours of professional development leadership training in education and labor law, financial oversight and accountability, and fiduciary responsibilities.
2. ~~Beginning in the fall of 2023, e~~Each Board member must complete training for trauma-informed practices for students and staff. [PRESSPlus1](#)
3. Complete an annual evidence-informed training related to child sexual abuse, grooming behaviors (including sexual misconduct as defined by *Faith's Law*), and boundary violations as required by law.
4. Each Board member must complete training on the Open Meetings Act no later than 90 days after taking the oath of office for the first time. After completing the training, each Board member must file a copy of the certificate of completion with the Board. Training on the Open Meetings Act is only required once.
5. Each Board member must complete a training program on evaluations under the Performance Evaluation Reform Act (PERA) before participating in a vote on a tenured teacher's dismissal using the optional alternative evaluation dismissal process. This dismissal process is available after the District's PERA implementation date.

The Superintendent or designee shall post on the District website the names of all Board members who have completed the professional development leadership training described in number 1, above.

Professional Development; Adverse Consequences of School Exclusion; Student Behavior

The Board President or Superintendent, or their designees, will make reasonable efforts to provide ongoing professional development to Board members about the adverse consequences of school exclusion and justice-system involvement, effective classroom management strategies, culturally responsive discipline, appropriate and available supportive services for the promotion of student attendance and engagement, and developmentally appropriate disciplinary methods that promote positive and healthy school climates, i.e., *Senate Bill 100 training topics*.

Board Self-Evaluation

The Board will conduct periodic self-evaluations with the goal of continuous improvement.

New Board Member Orientation

The orientation process for newly elected or appointed Board members includes:

1. The Board President or Superintendent, or their designees, shall give each new Board member a copy of or online access to the Board Policy Manual, the Board's regular meeting minutes for the past year, and other helpful information including material describing the District and explaining the Board's roles and responsibilities.
2. The Board President or designee shall schedule one or more special Board meetings, or schedule time during regular meetings, for Board members to become acquainted and to review Board processes and procedures.
3. The Board President may request a veteran Board member to mentor a new member.
4. All new members are encouraged to attend workshops for new members conducted by the Illinois Association of Board of Educations.

Candidates

The Superintendent or designee shall invite all current candidates for the office of Board member to attend: (1) Board meetings, except that this invitation shall not extend to any closed meetings, and (2) pre-election workshops for candidates.

LEGAL REF.:

5 ILCS 120/1.05 and 120/2, Open Meetings Act.

[105 ILCS 5/10-16a](#) and [5/24-16.5](#).

[105 ILCS 5/10-23.13](#)

CROSS REF.: 2:80 (Board Member Oath and Conduct), 2:125 (Board Member Compensation; Expenses), 2:200 (Types of Board of Education Meetings), 5:90 (Abused and Neglected child Reporting)

Adopted: July 24, 2023

PRESSPlus Comments

PRESSPlus 1. Updated for continuous improvement. **Issue 113, October 2023**

Document Status: Draft Update

BOARD OF EDUCATION

2:200 Types of Board of Education Meetings

General

For all meetings of the Board of Education and its committees, the Superintendent or designee shall satisfy all notice and posting requirements contained herein as well as in the Open Meetings Act. This shall include mailing meeting notifications to news media that have officially requested them and to others as approved by the Board. Unless otherwise specified, all meetings are held in the District's main office. Board policy 2:220, *Board of Education Meeting Procedure*, governs meeting quorum requirements.

The Superintendent is designated on behalf of the Board and each Board committee to receive the training on compliance with the Open Meetings Act that is required by Section 1.05(a) of that Act. The Superintendent may identify other employees to receive the training. In addition, each Board member must complete a course of training on the Open Meetings Act as required by Section 1.05(b) or (c) of that Act.

Regular Meetings

The Board announces the time and place for its regular meetings at the beginning of each fiscal year. The Superintendent shall prepare and make available the calendar of regular Board meetings. The regular meeting calendar may be changed with 10 days' notice in accordance with State law.

A meeting agenda shall be posted at the District's main office and the Board's meeting room, or other location where the meeting is to be held, at least 48 hours before the meeting.

Closed Meetings

The Board and Board committees may meet in a closed meeting to consider the following subjects:

1. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with [the Open Meetings Act]. [5 ILCS 120/2\(c\)\(1\)](#), amended by P.A. 101-459.
2. Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. [5 ILCS 120/2\(c\)\(2\)](#).
3. The selection of a person to fill a public office, as defined in the Open Meetings Act, including a vacancy in a public office, when the public body is given power to appoint under law or

- ordinance, or the discipline, performance or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance. [5 ILCS 120/2\(c\)\(3\)](#).
4. Evidence or testimony presented in open hearing, or in closed hearing where specifically authorized by law, to a quasi-adjudicative body, as defined in the Open Meetings Act, provided that the body prepares and makes available for public inspection a written decision setting forth its determinative reasoning. [5 ILCS 120/2\(c\)\(4\)](#).
 5. Evidence or testimony presented to the Board regarding denial of admission to school events or property pursuant to 105 ILCS 5/24-24, provided that the Board prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4.5). [PRESSPlus1](#)
 6. The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. [5 ILCS 120/2\(c\)\(5\)](#).
 7. The setting of a price for sale or lease of property owned by the public body. [5 ILCS 120/2\(c\)\(6\)](#).
 8. The sale or purchase of securities, investments, or investment contracts. [5 ILCS 120/2\(c\)\(7\)](#).
 9. Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property. [5 ILCS 120/2\(c\)\(8\)](#).
 10. Student disciplinary cases. [5 ILCS 120/2\(c\)\(9\)](#).
 11. The placement of individual students in special education programs and other matters relating to individual students. [5 ILCS 120/2\(c\)\(10\)](#).
 12. Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body 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\(c\)\(11\)](#).
 13. The establishment of reserves or settlement of claims as provided in the Local Governmental and Governmental Employees Tort Immunity Act, if otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the public body or any intergovernmental risk management association or self insurance pool of which the public body is a member. [5 ILCS 120/2\(c\)\(12\)](#).
 14. Self-evaluation, practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the public body is a member. [5 ILCS 120/2\(c\)\(16\)](#).
 15. Discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. [5 ILCS 120/2\(c\)\(21\)](#).
 16. Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. [5 ILCS 120/2\(c\)\(29\)](#).

The Board may hold a closed meeting, or close a portion of a meeting, by a majority vote of a quorum, taken at an open meeting. The vote of each Board member present, and the reason for the closed meeting, will be publicly disclosed at the time of the meeting and clearly stated in the motion and the meeting minutes.

A single motion calling for a series of closed meetings may be adopted when such meetings will involve the same particular matters and are scheduled to be held within 3 months of the vote.

No final Board action will be taken at a closed meeting.

Reconvened or Rescheduled Meetings

A meeting may be rescheduled or reconvened. Public notice of a rescheduled or reconvened meeting shall be given in the same manner as that for a special meeting, except that no public notice is required when the original meeting is open to the public and: (1) is to be reconvened within 24 hours, or (2) an announcement of the time and place of the reconvened meeting was made at the original meeting and there is no change in the agenda.

Special Meetings

Special meetings may be called by the President or by any 3 members of the Board by giving notice thereof, in writing, stating the time, place, and purpose of the meeting to remaining Board members by mail at least 48 hours before the meeting, or by personal service at least 24 hours before the meeting.

Public notice of a special meeting is given by posting a notice at the District's main office at least 48 hours before the meeting and by notifying the news media that have filed a written request for notice. A meeting agenda shall accompany the notice.

All matters discussed by the Board at any special meeting must be related to a subject on the meeting agenda.

Emergency Meetings

Public notice of emergency meetings shall be given as soon as practical, but in any event, before the meeting to news media that have filed a written request for notice.

Posting on the District Website

In addition to the other notices specified in this policy, the Superintendent or designee shall post the following on the District website: (1) the annual schedule of regular meetings, which shall remain posted until the Board approves a new schedule of regular meetings; (2) a public notice of all Board meetings; and (3) the agenda for each meeting which shall remain posted until the meeting is concluded.

LEGAL REF.:

[5 ILCS 120/](#), Open Meetings Act.

[5 ILCS 140/](#), Freedom of Information Act.

[105 ILCS 5/10-6](#) and [5/10-16](#).

CROSS REF.: 2:110 (Qualifications Term, and Duties of Board Officers), 2:120 (Board Member Development), 2:210 (Organizational Board of Education Meetings), 2:220 (Board of Education Meeting Procedure), 2:230 (Public Participation at Board of Education Meetings and Petitions to the Board), 6:235 (Access to Electronic Networks), [8:30 \(Visitors to and Conduct on School Property\)](#)

Adopted: December 16, 2019

PRESSPlus Comments

PRESSPlus 1. Updated in response to the Open Meetings Act (OMA), 5 ILCS 120/2(c)(4.5), added

Document Status: Draft Update

BOARD OF EDUCATION

2:220 Board of Education Meeting Procedure

Agenda

The Board of Education President is responsible for focusing the Board meeting agendas on appropriate content. The Superintendent shall prepare agendas in consultation with the Board President. The President shall designate a portion of the agenda as a consent agenda for those items that usually do not require extensive discussion before Board action. Upon the request of any Board member, an item will be withdrawn from the consent agenda and placed on the regular agenda for independent consideration.

Each Board meeting agenda shall contain the general subject matter of any item that will be the subject of final action at the meeting. Any Board member may suggest agenda items to the Board President for his or her consideration. District residents may suggest inclusions for the agenda. Discussion items may be added to the agenda upon unanimous approval of those Board members present. The Board will take final action only on items contained in the posted agenda; items not on the agenda may still be discussed.

The Superintendent shall provide a copy of the agenda, with adequate data and background information, to each Board member at least 48 hours before each meeting, except a meeting held in the event of an emergency. The meeting agenda shall be posted in accordance with Board policy 2:200, *Types of Board of Education Meetings*.

The Board President shall determine the order of business at regular Board meetings. Upon consent of a majority of members present, the order of business at any meeting may be changed.

Voting Method

Unless otherwise provided by law, when a vote is taken upon any measure before the Board, with a quorum being present, a majority of the votes cast shall determine its outcome. A vote of "abstain" or "present," or a vote other than "yea" or "nay," or a failure to vote, is counted for the purposes of determining whether a quorum is present. A vote of "abstain" or "present," or a vote other than "yea" or "nay," or a failure to vote, however, is not counted in determining whether a measure has been passed by the Board, unless otherwise stated in law. The sequence for casting votes is rotated.

On all questions involving the expenditure of money and on all questions involving the closing of a meeting to the public, a roll call vote shall be taken and entered in the Board's minutes. An individual Board member may request that a roll call vote be taken on any other matter; the President or other presiding officer may approve or deny the request but a denial is subject to being overturned by a majority vote of the members present.

Minutes

The Board Secretary shall keep written minutes of all Board meetings (whether open or closed), which shall be signed by the President and the Secretary. The minutes include:

1. The meeting's date, time, and place;
2. Board members recorded as either present or absent;
3. A summary of the discussion on all matters proposed, deliberated, or decided, and a record of any votes taken. The "summary of discussion" in the minutes must include sufficient data so that either the public body or a court examining its minutes will be able to ascertain what, in fact, was discussed, the substance of that discussion, and what, if any, action was taken.
4. On all matters requiring a roll call vote, a record of who voted "yea" and "nay";
5. If the meeting is adjourned to another date, the time and place of the adjourned meeting;
6. The vote of each member present when a vote is taken to hold a closed meeting or portion of a meeting, and the reason for the closed meeting with a citation to the specific exception contained in the Open Meetings Act (OMA) authorizing the closed meeting;
7. A record of all motions, including individuals making and seconding motions;
8. Upon request by a Board member, a record of how he or she voted on a particular motion; and
9. The type of meeting, including any notices and, if a reconvened meeting, the original meeting's date.

The minutes shall be submitted to the Board for approval or modification at its next regularly scheduled open meeting. Minutes for open meetings must be approved within 30 calendar days after the meeting or at the second subsequent regular meeting, whichever is later.

Every six months, or as soon after as is practicable, in an open meeting, the Board: (1) reviews minutes from all closed meetings that are currently unavailable for public release, and (2) determines which, if any, no longer require confidential treatment and are available for public inspection. This is also referred to as a *semi-annual review*. The Board may meet in a prior closed session to review the minutes from closed meetings that are currently unavailable for public release, but it reports its determination in open session.

The Board's meeting minutes must be submitted to the Board Treasurer at such times as the Treasurer may require.

The official minutes are in the custody of the Board Secretary. A copy of the minutes is kept in a secure location appropriate for valuables. Open meeting minutes are available for inspection during regular office hours within 10 calendar days after the Board's approval; they may be inspected in the District's main office, in the presence of the Secretary, the Superintendent or designee, or any Board member.

Minutes from closed meetings are likewise available, but only if the Board has released them for public inspection, except that Board members may access closed session minutes not yet released for public inspection (1) in the District's administrative offices or their official storage location, and (2) in the presence of a records secretary, an administrative official of the public body, or any elected official of the public body. The minutes, whether reviewed by members of the public or the Board, shall not be removed from the District's administrative offices or their official storage location except by vote of the Board or by court order.

The Board's open meeting minutes shall be posted on the District website within 10 calendar days after the Board approves them; the minutes will remain posted for at least 60 calendar days.

Verbatim Record of Closed Meetings

The Superintendent, or the Board Secretary when the Superintendent is absent, shall audio record all closed meetings. If neither is present, the Board President or presiding officer shall assume this

responsibility. After the closed meeting, the person making the audio recording shall label the recording with the date and store it in a secure location. The Superintendent shall ensure that: (1) an audio recording device and all necessary accompanying items are available to the Board for every closed meeting, and (2) a secure location for storing closed meeting audio recordings is maintained close to the Board's regular meeting location.

After 18 months have passed since being made, the audio recording of a closed meeting and video recording of a Board Meeting may be destroyed provided the Board approved: (1) its destruction, and (2) minutes of the particular closed meeting.

Individual Board members may access verbatim recordings in the presence of a records secretary, an administrative official of the public body, or any elected official of the public body. Access to the verbatim recordings is available at the District's administrative offices or the verbatim recording's official storage location. Requests shall be made to the Superintendent or Board President. While a Board member is listening to a verbatim recording, it shall not be re-recorded or removed from the District's main office or official storage location, except by vote of the Board or by court order.

Before making such requests, Board members should consider whether such requests are germane to their responsibilities, service to District, and/or Oath of Office in policy 2:80, *Board Member Oath and Conduct*. In the interest of encouraging free and open expression by Board members during closed meetings, the recordings of closed meetings should not be used by Board members to confirm or dispute the accuracy of recollections.

Quorum and Participation by Audio or Video Means

A quorum of the Board must be physically present at all Board meetings. A majority of the full membership of the Board constitutes a quorum.

Provided a quorum is physically present, a Board member may attend a meeting by video or audio conference if he or she is prevented from physically attending because of: (1) personal illness or disability, (2) employment or District business, ~~or~~ (3) a family or other emergency, or (4) unexpected childcare obligations. [PRESSPlus1](#) If a member wishes to attend a meeting by video or audio means, he or she must notify the recording secretary or Superintendent at least 24 hours before the meeting unless advance notice is impractical. The recording secretary or Superintendent will inform the Board President and make appropriate arrangements. A Board member who attends a meeting by audio or video means, as provided in this policy, may participate in all aspects of the Board meeting including voting on any item.

No Physical Presence of Quorum and Participation by Audio or Video; Disaster Declaration

The ability of the Board to meet in person with a quorum physically present at its meeting location may be affected by the Governor or the Director of the Ill. Dept. of Public Health issuing a disaster declaration related to a public health emergency. The Board President or, if the office is vacant or the President is absent or unable to perform the office's duties, the Vice President determines that an in-person meeting or a meeting conducted under the **Quorum and Participation by Audio or Video Means** subhead above, is not practical or prudent because of the disaster declaration; if neither the President nor Vice President are present or able to perform this determination, the Superintendent shall serve as the duly authorized designee for purposes of making this determination.

The individual who makes this determination for the Board shall put it in writing, include it on the Board's published notice and agenda for the audio or video meeting and in the meeting minutes, and ensure that the Board meets every OMA requirement for the Board to meet by video or audio conference without the physical presence of a quorum.

Rules of Order

Unless State law or Board-adopted rules apply, the Board President, as the presiding officer, will use the most recent edition of Robert's Rules of Order Newly Revised, as a guide when a question arises concerning procedure.

Broadcasting and Recording Board Meetings

Any person may record or broadcast an open Board meeting. Special requests to facilitate recording or broadcasting an open Board meeting, such as seating, writing surfaces, lighting, and access to electrical power, should be directed to the Superintendent at least 24 hours before the meeting.

Recording meetings shall not distract or disturb Board members, other meeting participants, or members of the public. The Board President may designate a location for recording equipment, may restrict the movements of individuals who are using recording equipment, or may take such other steps as are deemed necessary to preserve decorum and facilitate the meeting.

LEGAL REF.:

[5 ILCS 120/2a](#), [120/2.02](#), [120/2.05](#), [120/2.06](#), and [120/7](#), [Open Meetings Act](#).

[105 ILCS 5/10-6](#), [5/10-7](#), [5/10-12](#), and [5/10-16](#).

CROSS REF.: 2:80 (Board Member Oath and Conduct), 2:150 (Committees), 2:200 (Types of Board of Education Meetings), 2:210 (Organizational Board of Education Meeting), 2:230 (Public Participation at Board of Education Meetings and Petitions to the Board)

Adopted: February 28, 2022

PRESSPlus Comments

PRESSPlus 1. Updated in response to 5 ILCS 120/7(a), amended by P.A. 103-311. **Issue 113, October 2023**

Document Status: Draft Update

OPERATIONAL SERVICES

4:10 Fiscal and Business Management

The Superintendent is responsible for the School District's fiscal and business management. This responsibility includes annually preparing and presenting the District's statement of affairs to the Board of Education and publishing it before December 1 as required by State law.

The Superintendent shall ensure the efficient and cost-effective operation of the District's business management using computers, computer software, data management, communication systems, and electronic networks, including electronic mail, the Internet, and security systems. Each person using the District's electronic network shall complete an *Authorization for Access to the District's Electronic Network*.

Budget Planning

Each **January**, the Board adopts a proposed budget calendar, indicating dates for presentation by the Superintendent of receipts, estimates, preliminary expenditure recommendations by funds, and major Board actions affecting the budget. The District's fiscal year is from July 1 until June 30. The Superintendent or designee shall present to the Board, during a regular Board meeting in June, a tentative budget with appropriate explanation. This budget shall represent the culmination of an ongoing process of planning for the fiscal support needed for the District's educational program. The District's budget shall be entered upon the Ill. State Board of Education's (ISBE) *School District Budget Form*. To the extent possible, the tentative budget shall be balanced as defined by ISBE guidelines. The Superintendent shall complete a tentative deficit reduction plan if one is required by ISBE guidelines.

Preliminary Adoption Procedures

After receiving the Superintendent's proposed budget, the Board sets the date, place, and time for:

1. A public hearing on the proposed budget, and
2. The proposed budget to be available to the public for inspection.

The Board Secretary shall arrange to publish a notice in a local newspaper stating the date, place, and time of the proposed budget's availability for public inspection and the public hearing. The proposed budget shall be available for public inspection at least 30 calendar days before the time of the budget hearing.

At the public hearing, the proposed budget shall be reviewed, including the cash reserve balance of all funds held by the District related to its operational levy and, if applicable, any obligations secured by those funds, and the public shall be invited to comment, question, or advise the Board.

Final Adoption Procedures

The Board adopts a budget before the end of the first quarter of each fiscal year, September 30, or by such alternative procedure as State law may define. To the extent possible, the budget shall be balanced as defined by ISBE; if not balanced, the Board will adopt a deficit reduction plan to balance the District's budget within 3 years according to ISBE requirements.

The Board adopts the budget by roll call vote. The budget resolution shall be incorporated into the meeting's official minutes. Board members' names voting *yea* and *nay* shall be recorded in the minutes.

The Superintendent or designee shall perform each of the following:

1. Post the District's final annual budget, itemized by receipts and expenditures, on the District's Internet website; notify parents/guardians that it is posted and provide the website's address.
2. File a certified copy of the budget resolution and an estimate of revenues by source anticipated to be received in the following fiscal year, certified by the District's Chief Fiscal Officer, with the County Clerk within 30 calendar days of the budget's adoption.
3. Ensure disclosure to the public of the cash reserve balance of all funds held by the district related to its operational levy and, if applicable, any obligations secured by those funds, at the public hearing at which the Board certifies its operational levy.
4. Present a written report that includes the annual average expenditures of the District's operational funds for the previous three fiscal years at or before the board meeting at which the Board adopts its levy. In the event

the District's combined cash reserve balance of its operational funds is more than 2.5 times the annual average expenditures of those funds for the previous three fiscal years, the Board will adopt and file with ISBE a reserve reduction plan by December 31. [PRESSPlus1](#)

5. Make all preparations necessary for the Board to timely file its Certificate of Tax Levy, including preparations to comply with the Truth in Taxation Act; file the Certificate of Tax Levy with the County Clerk on or before the last Tuesday in December. The Certificate lists the amount of property tax money to be provided for the various funds in the budget.
6. Submit the annual budget, a deficit reduction plan if one is required by ISBE guidelines, and other financial information to ISBE according to its requirements.

Any amendments to the budget or Certificate of Tax Levy shall be made as provided in the School Code and Truth in Taxation Act.

Budget Amendments

The Board may amend the budget by the same procedure as provided for in the original adoption.

Transfer of Funds

The Board may authorize the District Treasurer to make inter-fund loans between the following funds:

<u>From</u>	<u>To</u>
Operations and Maintenance Fund	Educational Fund
	Transportation Fund
	Fire Prevention and Safety Fund
Educational Fund	Operations and Maintenance Fund
	Transportation Fund
	Fire Prevention and Safety Fund
Transportation Fund	Operations and Maintenance Fund
	Educational Fund
	Fire Prevention and Safety Fund
Working Cash Fund	Operations and Maintenance Fund
	Educational Fund

Transportation Fund

Municipal retirement Fund

Fire Prevention and Safety Fund

The Board shall direct the District Treasurer to retransfer and repay the loan to the proper fund within three (3) years except Working Cash Fund loans which shall be repaid upon collection of taxes. Exceptions to the Working Cash Fund loans exist when tax anticipation notes are outstanding.

Implementation

The Superintendent or designee shall implement the District's budget and provide the Board with a monthly financial report that includes all deficit fund balances. The amount budgeted as the expenditure in each fund is the maximum amount that may be expended for that category, except when a transfer of funds is authorized by the Board.

The Board shall act on all interfund loans, interfund transfers, transfers within funds, and transfers from the working cash fund or abatements of it, if one exists.

LEGAL REF.:

[105 ILCS 5/10-17](#), [5/10-22.33](#), [5/17-1](#), [5/17-1.2](#), [5/17-1.3](#), [5/17-1.10](#), [5/17-2A](#), [5/17-3.2](#), [5/17-11](#), [5/20-5](#), [5/20-8](#), and [5/20-10](#).

[35 ILCS 200/18-55](#) *et seq.*, Truth in Taxation Law.

[23 Ill.Admin.Code Part 100](#).

CROSS REF.: 4:20 (Fund Balances), 4:40 (Incurring Debt), 4:60 (Purchases and Contracts), 6:235 (Access to Electronic Networks)

PRESSPlus Comments

PRESSPlus 1. 105 ILCS 5/17-1.10(a), added by P.A. 103-394, requiring a board to present "at a board meeting" a written report that includes the annual average expenditures of its operational funds, which include the educational, transportation, and operation and maintenance funds. The average expenditures are calculated based on the district's most recently audited annual financial report (AFR). For ease of administration, this sample policy language manages

presentation of the report in conjunction with the meeting at which a board adopts its levy, or earlier, if a district's AFR is available. Consult the board attorney if a district's AFR is not available before December 31 (the date by which a reserve reduction plan must be filed, if applicable); the board may need to rely upon estimated numbers in that scenario. If a district's ratio of its combined cash reserves of its operational funds to its average annual expenditures of those funds over the past three fiscal years exceeds 2.5, then the board must adopt and file a plan with the Ill. State Board of Education to reduce its cash reserves to expenditures ratio to at or below 2.5 within three years.

Delete this paragraph if the district receives federal impact funding.

Federal impact aid is designed to assist local school districts that have lost a portion of their local tax base because of federal ownership of property (e.g., military bases, low-rent housing properties, or concentrations of students that have parents/guardians in the uniformed services). For more information about federal impact aid, see www.oese.ed.gov/offices/office-of-formula-grants/impact-aid-program/ and www.nafisdc.org/impact-aid-resources/impact-aid-payments/. If the district receives federal impact funding, strike this list item in Edit Mode, and select "Adopted with Additional District Edits" as the Save Status.

Issue 113, October 2023

Document Status: Draft Update

OPERATIONAL SERVICES

4:60 Purchases and Contracts

The Superintendent shall manage the District's purchases and contracts in accordance with State law, the standards set forth in this policy, and other applicable Board of Education policies.

Standards for Purchasing and Contracting

All purchases and contracts shall be entered into in accordance with applicable federal and State law. The Board Attorney shall be consulted as needed regarding the legal requirements for purchases or contracts. All contracts shall be approved or authorized by the Board.

All purchases and contracts should support a recognized District function or purpose as well as provide for good quality products and services at the lowest cost, with consideration for service, reliability, and delivery promptness, and in compliance with State law. No purchase or contract shall be made or entered into as a result of favoritism, extravagance, fraud, or corruption.

Adoption of the annual budget authorizes the Superintendent or designee to purchase budgeted supplies, equipment, and services, provided that State law is followed. Purchases of items not included in the budget require prior Board approval, except in an emergency. The Superintendent or designee shall notify the Board of all contracts in excess of \$25,000 within 30 days after execution, even if included in the annual budget and exempt from State law bidding requirements.

When presenting a contract or purchase for Board approval, the Superintendent or designee shall ensure that it complies with applicable federal and State law, including but not limited to, those specified below:

1. Supplies, materials, or work involving an expenditure in excess of \$35,000~~25,000~~^{PRESSPlus1} must comply with the State law bidding procedure, [105 ILCS 5/10-20.21](#), unless specifically exempted.
2. Construction, lease, or purchase of school buildings must comply with State law and Board policy 4:150, *Facility Management and Building Programs*.
3. Guaranteed energy savings must comply with [105 ILCS 5/19b-1](#) *et seq.*
4. Third party non-instructional services must comply with [105 ILCS 5/10-22.34c](#).
5. Goods and services that are intended to generate revenue and other remunerations for the District in excess of \$1,000, including without limitation vending machine contracts, sports and other attire, class rings, and photographic services, must comply with [105 ILCS 5/10-20.21](#)(b-5). The Superintendent or designee shall keep a record of: (1) each vendor, product, or service provided, (2) the actual net revenue and non-monetary remuneration from each contract or agreement, and (3) how the revenue was used and to whom the non-monetary remuneration was distributed. The Superintendent or designee shall report this information to the Board by completing the necessary forms that must be attached to the District's annual budget.
6. Any contract to purchase food with a bidder or offeror must comply with [105 ILCS 5/10-20.21](#)(b-10).
7. The purchase of paper and paper products must comply with [105 ILCS 5/10-20.19c](#) and Board

policy 4:70, Resource Conservation.

8. Each contractor with the District is bound by each of the following:
 - a. In accordance with [105 ILCS 5/10-21.9](#)(f): (1) prohibit any of its employees who is or was found guilty of a criminal offense listed in [105 ILCS 5/10-21.9](#)(c) and [5/21B-80](#)(c) to have direct, daily contact at a District school or school-related activity with one or more student(s); (2) prohibit any of the contractor's employees from having direct, daily contact with one or more students if the employee was found guilty of any offense in [5/21B-80](#)(b) (certain drug offenses) until seven years following the end of the employee's sentence for the criminal offense; and (3) require each of its employees who will have direct, daily contact with student(s) to cooperate during the District's fingerprint-based criminal history records check on him or her.
 - b. In accordance with [105 ILCS 5/22-94](#): (1) prohibit any of its employees from having *direct contact with children or students* if the contractor has not performed a sexual misconduct related employment history review (EHR) of the employee or if the District objects to the employee's assignment based on the employee's involvement in an instance of sexual misconduct as provided in [105 ILCS 5/22-94](#)(j)(3), which the contractor is required to disclose; (2) discipline, up to and including termination or denial of employment, any employee who provides false information or willfully fails to disclose information required by the EHR; (3) maintain all records of EHRs and provide the District access to such records upon request; and (4) refrain from entering into any agreements prohibited by [105 ILCS 5/22-94](#)(g).
 - c. In accordance with [105 ILCS 5/24-5](#): (1) concerning each new employee of a contractor that provides services to students or in schools, provide the District with evidence of physical fitness to perform the duties assigned and freedom from communicable disease; and (2) require any new or existing employee who provides services to students or in schools to complete additional health examinations as required by the District and be subject to additional health examinations, including tuberculosis screening, as required by the Ill. Dept. of Public Health rules or order of a local health official.
9. Any pavement engineering project using a coal tar-based sealant product or high polycyclic aromatic hydrocarbon sealant product for pavement engineering-related use must comply with the Coal Tar Sealant Disclosure Act.
10. [Design-build contracts must comply with 105 ILCS 5/15A-1 et seq. PRESSPlus2](#)
11. [Any new contract for a district-administered assessment must comply with 105 ILCS 5/10-20.85. PRESSPlus3](#)
12. Purchases made with federal or State awards must comply with [2 C.F.R. Part 200](#) and [30 ILCS 708/](#), as applicable, and any terms of the award.

The Superintendent or designee shall: (1) execute the reporting and website posting mandates in State law concerning District contracts, and (2) monitor the discharge of contracts, contractors' performances, and the quality and value of services or products being provided.

LEGAL REF.:

[2 C.F.R. Part 200](#).

105 ILCS 5/10-20.19c, 5/10-20.21, [5/10-20.85](#), 5/10-21.9, 5/10-22.34c, [5/15A-1 et seq.](#), 5/19b-1 et seq., 5/22-94, and 5/24-5.

[30 ILCS 708/](#), Grant Accountability and Transparency Act.

[410 ILCS 170/](#), Coal Tar Sealant Disclosure Act.

[820 ILCS 130/](#), Prevailing Wage Act.

CROSS REF.: 2:100 (Board Member Conflict of Interest), 4:150 (Facility Management and Building Programs), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:90 (Abused and Neglected Child Reporting)

Adopted: May 22, 2023

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/10-20.21, amended by P.A. 103-8, eff. 1-1-24. **Issue 113, October 2023**

PRESSPlus 2. Updated in response to 105 ILCS 5/15A-1 et seq., added by P.A. 103-491, eff. 1-1-24. Under a *design-build* delivery system for a construction project, a board contracts with a *design-build entity* that furnishes architecture, engineering, land surveying, public art or interpretive exhibits, and other construction services, as required for the project. It allows a single contractor to manage both the design and construction of a project, creating the potential for greater efficiency. Contrast this method with the traditional *design-bid-build* delivery method, in which a board contracts with multiple entities and utilizes a competitive bidding process for certain contractors, such as a general contractor. 105 ILCS 5/15A-1 et seq., added by P.A. 103-491, eff. 1-1-24, does not impact a district's ability to use a qualification-based selection process under 50 ILCS 510/, Local Government Professional Services Act (LGPSA), to select design professionals or construction managers for design-build projects. 105 ILCS 5/15A-50. See sample policy 2:170, *Procurement of Architectural, Engineering, and Land Surveying Services*, available at PRESS Online by logging in at www.iasb.com. For design-build projects, consult with the board attorney as needed to ensure the district: (1) complies with the specific procedural requirements related to requests for proposals (RFPs) and evaluation of RFP submissions for these contracts, and (2) incorporates additional criteria for requests for proposals and evaluation of proposals based on local conditions and the specific project, as permitted by the statute. Note that under 105 ILCS 5/15A-20, added by P.A. 103-491, eff. 1-1-24, a board must employ or contract with an independent design professional or public art designer (as applicable) selected under the LGPSA to assist with developing the scope and criteria for performance for a request for proposal under a design-build delivery system. **Issue 113, October 2023**

PRESSPlus 3. Updated in response to 105 ILCS 5/10-20.85, added by P.A. 103-393. See sample administrative procedure 4:60-AP1, *Purchases*, available at PRESS Online by logging in at www.iasb.com, for specific requirements. A *district-administered assessment* is one that requires all student test takers at any grade level to answer the same questions, or a selection of questions from a common bank of questions. It does *not* include the observational assessment tool used to satisfy the annual kindergarten assessment required by 105 ILCS 5/2-3.64a-10 or an assessment developed by district teachers or administrators that is used to measure student progress at an attendance center. **Issue 113, October 2023**

Document Status: District Use Only

OPERATIONAL SERVICES

4:130 Free and Reduced-Price Food Services

Notice

The Superintendent or designee shall be responsible for implementing the District's free and reduced-price food services policy and all applicable programs.

If State funding is available for the Healthy School Meals for All Program, the Board will annually determine if it will participate in the program. [PRESSPlus1](#)

Eligibility Criteria and Selection of Children

A student's eligibility for free and reduced-price food services shall be determined by the income eligibility guidelines, family-size income standards, set annually by the U.S. Dept. of Agriculture and distributed by the Ill. State Board of Education.

Notification

At the beginning of each school year, by letter, the District shall notify students and their parents/guardians of: (1) eligibility requirements for free and reduced-price food service; (2) the application process; (3) the name and telephone number of a contact person for the program; and (4) other information required by federal law. The Superintendent shall provide the same information to: (1) informational media, the local unemployment office, and any major area employers contemplating layoffs; and (2) the District's website (if applicable), all school newsletters, or students' registration materials. Parents/guardians enrolling a child in the District for the first time, any time during the school year, shall receive the eligibility information.

Nondiscrimination Assurance

The District shall avoid publicly identifying students receiving free or reduced-

price meals and shall use methods for collecting meal payments that prevent identification of children receiving assistance.

Appeal

A family may appeal the District's decision to deny an application for free and reduced-price food services or to terminate such services as outlined by the U.S. Dept. of Agriculture in [7 C.F.R. §245.7](#), Determining Eligibility for Free and Reduced-Price Meals and Free Milk in Schools. The Superintendent shall establish a hearing procedure for adverse eligibility decisions and provide by mail a copy of them to the family. The District may also use these procedures to challenge a child's continued eligibility for free or reduced-price meals or milk.

During an appeal, students previously receiving food service benefits shall not have their benefits terminated. Students who were denied benefits shall not receive benefits during the appeal. The status of a student's appeal or eligibility for free or reduced-price food services shall not relieve the District of its obligation to provide him or her with a free meal or snack under the Hunger-Free Students' Bill of Rights Act if he or she requests one, regardless of his or her ability to pay.

The Superintendent shall keep on file for a period of 3 years a record of any appeals made and the hearing record. The District shall also maintain accurate and complete records showing the data and method used to determine the number of eligible students served free and reduced-price food services. These records shall be maintained for 3 years.

LEGAL REF.:

U.S. Dept. of Agriculture, Food and Nutrition Service, National School Lunch Program, [7 C.F.R. Part 210](#).

U.S. Dept. of Agriculture, Food and Nutrition Service, Determining Eligibility for Free and Reduced-Price Meals and Free Milk In Schools, [7 C.F.R. Part 245](#).

[105 ILCS 123/](#), Hunger-Free Students' Bill of Rights Act

105 ILCS 125/, [School Breakfast](#) and [Lunch Program Act](#).

[105 ILCS 126/](#), [Childhood Hunger Relief Act](#).

[23 Ill.Admin.Code 305.10](#) *et seq.*

~~CROSS REF.: 4:120 (Food Services)~~

PRESSPlus Comments

PRESSPlus 1. Optional. Updated in response to 105 ILCS 125/2.3, added by P.A. 103-532. Subject to appropriation, the Ill. State Board of Education (ISBE) is required to establish the Healthy School Meals for All Program. Participating boards must offer eligible meals, without charge, to all students enrolled in schools that participate in the National School Breakfast Program (NSBP) and National School Lunch Program (NSLP). To receive State reimbursement under the Healthy School Meals for All Program, a board must: (1) annually notify ISBE of its intent to participate in the program; (2) maximize its access to federal funds for NSBP and NSLP by participating in the CEP or another special assistance alternative, if eligible, and (3) operate the NSBP and NSLP in a manner that in the opinion of ISBE, draws down the most possible federal funding for meals served in the NSBP and NSLP. If State funding is insufficient to cover reimbursement of all interested boards, ISBE is required to inform eligible schools of the impact of the inadequate funding so that boards can make an informed decision about food service administration in their districts. **Issue 113, October 2023**

Document Status: Draft Update

OPERATIONAL SERVICES

4:160 Environmental Quality of Buildings and Grounds

The Superintendent shall take all reasonable measures to protect: (1) the safety of District personnel, students, and visitors on District premises from risks associated with hazardous materials and (2) the environmental quality of the District's buildings and grounds.

Pesticides

Pesticides will not be applied on the paved surfaces, playgrounds, or playing fields of any school serving grades K-8 during a school day or partial school day when students are in attendance for instructional purposes. PRESSPlus1 Additionally, the application of any restricted use pesticides will not be is prohibited applied on or within 500 feet of school property during normal school hours. Before pesticides are used on District premises, the Superintendent or designee shall notify employees and parents/guardians of students as required by the Structural Pest Control Act, [225 ILCS 235/](#), and the Lawn Care Products Application and Notice Act, [415 ILCS 65/](#).

Coal Tar Sealant

Beginning on 1-1-23, b Before coal tar-based sealant products or high polycyclic aromatic hydrocarbon sealant products are used on District premises, the Superintendent or designee shall notify employees and parents/guardians of students in writing or by telephone as required by the Coal Tar Sealant Disclosure Act.

LEGAL REF.:

[105 ILCS 5/10-20.17a](#); [5/10-20.48](#).

[29 C.F.R. §1910.1030](#), Occupational Exposure to Bloodborne Pathogens, as adopted by the Illinois Department of Labor, [56 Ill.Admin.Code §350.700\(b\)](#).

[29 C.F.R. §1910.1200](#), Occupational Safety and Health Administration Hazard Communication Standards, as adopted by [820 ILCS 255/1.5](#), Toxic Substances Disclosure to Employees Act.

[20 ILCS 3130/](#), Green Buildings Act.

[105 ILCS 135/](#), Toxic Art Supplies in Schools Act.

[105 ILCS 140/](#), Green Cleaning School Act.

[105 ILCS 160/](#), Pesticide Application at Schools Act.

[225 ILCS 235/](#), Structural Pest Control Act.

[415 ILCS 60/14](#), Illinois Pesticide Act.

[415 ILCS 65/](#), Lawn Care Products Application and Notice Act.

[410 ILCS 170/](#), Coal Tar Sealant Disclosure Act.

[820 ILCS 255/](#), Toxic Substances Disclosure to Employees Act. (*inoperative*)

[23 Ill.Admin.Code §1.330.](#)

CROSS REF.: 4:150 (Facility Management and Building Programs), 4:170 (Safety)

Adopted: February 28, 2022

PRESSPlus Comments

PRESSPlus 1. Updated in response to the Pesticide Application at Schools Act (PASA), 105 ILCS 160/, added by P.A. 103-496. Areas prohibited from treatment include paved surfaces, playgrounds and playing fields, where children are typically present.

Pesticides is not specifically defined in PASA; however, the Illinois Pesticide Act (IPA) defines both *pesticides* and the subcategory of *restricted use pesticides*. 415 ILCS 60/4. PASA therefore appears broader than the IPA because it applies to all pesticides, including those that are not restricted use pesticides. However, PASA is narrower than the IPA in two ways. First, PASA's geographic scope is narrower than the IPA because PASA does not apply to "areas of school grounds where children are typically not present, including, but not limited to flower beds and lawns surrounding the school not used as playing fields." Second, PASA is narrower in that its prohibition is only in effect when students are in attendance for instruction, compared to the IPA prohibition that applies during *normal school hours* and could extend beyond instructional hours. For ease in administering these slightly different standards, an elementary or unit district may want to follow the more restrictive geographic and temporal prohibitions in the IPA but apply them to all types of pesticides. See also footnote 4 of sample policy 4:160, *Environmental Quality of Buildings and Grounds*, and sample administrative procedure 4:160-AP, *Environmental Quality of Buildings and Grounds*, available at PRESS Online by logging in at www.iasb.com. **Issue 113, October 2023**

Document Status: Draft Update

General Personnel

5:30 Hiring Process and Criteria

The District hires the most qualified personnel consistent with budget and staffing requirements and in compliance with Board of Education policy on equal employment opportunity and minority recruitment. The Superintendent is responsible for recruiting personnel and making hiring recommendations to the Board. If the Superintendent's recommendation is rejected, the Superintendent must submit another. The Superintendent may select personnel on a short-term basis for a specific project or emergency condition before the Board's approval. No individual will be employed who has been convicted of a criminal offense listed in [105 ILCS 5/21B-80\(c\)](#).

All applicants must complete a District application in order to be considered for employment.

Job Descriptions

The Board maintains the Superintendent's job description and directs, through policy, the Superintendent, in his or her charge of the District's administration.

The Superintendent or designee shall develop and maintain a current comprehensive job description for each position or job category; however, a provision in a collective bargaining agreement or individual contract will control in the event of a conflict.

Investigations

The Superintendent or designee shall ensure that a fingerprint-based criminal history records check and a check of the Statewide Sex Offender Database and Violent Offender Against Youth Database is performed on each applicant as required by State law. When the applicant is a successful superintendent candidate who has been offered employment by the Board, the Board President shall ensure that these checks are completed. The Superintendent or designee, or if the applicant is a successful superintendent candidate, then the Board

President, shall notify an applicant if the applicant is identified in either database. The School Code requires the Board President to keep a conviction record confidential and share it only with the Superintendent, Regional Superintendent, State Superintendent, State Educator Preparation and Licensure Board, any other person necessary to the hiring decision, the Ill. State Police and/or Statewide Sex Offender Database for purposes of clarifying the information, and/or the Teachers' Retirement System of the State of Illinois when required by law. The Board reserves its right to authorize additional background inquiries beyond a fingerprint-based criminal history records check when it deems it appropriate to do so, in accordance with applicable laws.

Each newly hired employee must complete a U.S. Citizenship and Immigration Services Form as required by federal law.

The District retains the right to discharge any employee whose criminal background investigation reveals a conviction for committing or attempting to commit any of the offenses outlined in [105 ILCS 5/21B-80](#) or who falsifies, or omits facts from, his or her employment application or other employment documents. If an indicated finding of abuse or neglect of a child has been issued by the Ill. Department of Children and Family Services or by a child welfare agency of another jurisdiction for any applicant for student teaching, applicant for employment, or any District employee, then the Board must consider that person's status as a condition of employment.

The Superintendent or designee shall ensure that the District does not engage in any investigation or inquiry prohibited by law and complies with each of the following:

1. The District uses an applicant's credit history or report from a consumer reporting agency only when a satisfactory credit history is an established bona fide occupational requirement of a particular position.
2. The District does not screen applicants based on their current or prior wages or salary histories, including benefits or other compensation, by requiring that the wage or salary history satisfy minimum or maximum criteria.
3. The District does not request or require a wage or salary history as a condition of being considered for employment, being interviewed, continuing to be considered for an offer of employment, an offer of employment, or an offer of compensation.
4. The District does not request or require an applicant to disclose wage or salary history as a condition of employment.

5. The District does not ask an applicant or applicant's current or previous employers about wage or salary history, including benefits or other compensation.
6. The District does not ask an applicant or applicant's previous employers about claim(s) made or benefit(s) received under the Workers' Compensation Act.
7. The District does not request of an applicant or employee access in any manner to his or her personal online account, such as social networking websites, including a request for passwords to such accounts.
8. The District provides equal employment opportunities to all persons. See policy 5:10, *Equal Employment Opportunity and Minority Recruitment*.

Sexual Misconduct Related Employment History Review (EHR)

Prior to hiring an applicant for a position involving *direct contact with children or students*, the Superintendent **or designee** shall ensure that an EHR is performed as required by State law. When the applicant is a superintendent candidate, the Board President shall ensure that the EHR is initiated before a successful superintendent candidate is offered employment by the Board.

Physical Examinations

Each new employee must furnish evidence of physical fitness to perform assigned duties and freedom from communicable disease. The physical fitness examination must be performed by a physician licensed in Illinois, or any other state, to practice medicine and surgery in any of its branches, a licensed advanced practice registered nurse, or a licensed physician assistant who has been delegated the authority by his or her supervising physician to perform health examinations. The employee must have the physical examination performed no more than 90 days before submitting evidence of it to the District.

Any employee may be required to have an additional examination by a physician who is licensed in Illinois to practice medicine and surgery in all its branches, a licensed advanced practice registered nurse, or a licensed physician assistant who has been delegated the authority by his or her supervising physician to perform health examinations, if the examination is job-related and consistent with business necessity. The Board will pay the expenses of any such examination.

Orientation Program

The District's staff will provide an orientation program for new employees to

acquaint them with the District's policies and procedures, the school's rules and regulations, and the responsibilities of their position. Before beginning employment, each employee must sign the *Acknowledgement of Mandated Reporter Status* form as provided in policy 5:90, *Abused and Neglected Child Reporting*.

LEGAL REF.:

[42 U.S.C. §12112](#), Americans with Disabilities Act; [29 C.F.R. Part 1630](#).

[15 U.S.C. §1681](#) *et seq.*, Fair Credit Reporting Act.

[8 U.S.C. §1324a](#) *et seq.*, Immigration Reform and Control Act.

[105 ILCS 5/10-16.7](#), [5/10-20.7](#), [5/10-21.4](#), [5/10-21.9](#), [5/10-22.34](#), [5/10-22.34b](#), [5/21B-10](#), [5/21B-80](#), [5/21B-85](#), [5/22-6.5](#), [5/22-94](#), and [5/24-5](#).

[20 ILCS 2630/3.3](#), Criminal Identification Act.

[820 ILCS 55/](#), Right to Privacy in the Workplace Act.

[820 ILCS 70/](#), Employee Credit Privacy Act.

[820 ILCS 112/](#), Equal Pay Act of 2003. [PRESSPlus1](#)

Duldulao v. St. Mary of Nazareth Hospital, 136 Ill. App. 3d 763 (1st Dist. 1985), *aff'd in part and remanded* 115 Ill.2d 482 (Ill. 1987).

Kaiser v. Dixon, 127 Ill. App. 3d 251 (2nd Dist. 1984).

Molitor v. Chicago Title & Trust Co., 325 Ill. App. 124 (1st Dist. 1945).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 3:50 (Administrative Personnel Other Than the Superintendent), 4:60 (Purchases and Contracts), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:32 (Nepotism), 5:40 (Communicable and Chronic Infectious Disease), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:125 (Personal Technology and Social Media; Usage and Conduct), 5:220 (Substitute Teachers), 5:280 (Duties and Qualifications)

PRESSPlus Comments

PRESSPlus 1. The Equal Pay Act of 2003, 820 ILCS 112/10(b-25), added by P.A. 103-539, eff. 1-1-25, makes it unlawful for employers with 15 or more employees to fail to include the "pay scale and benefits" for a position in any specific job posting. "Pay scale and benefits" means the wage or salary, or the wage or salary range, and a general description of benefits and other compensation. To satisfy the posting requirement, an employer can include a hyperlink to a public webpage that includes the pay scale and benefit information. If an employer uses a third party to post its job postings, then the employer must provide the pay scale and benefits or a hyperlink containing the information to the third party. The Act also requires employers to inform current employees of promotion opportunities within 14 calendar days after the employer posts externally for the position. Employers are not prohibited from asking applicants about their wage or salary expectations for a position. **Issue 113, October 2023**

Document Status: District Use Only

PROFESSIONAL PERSONNEL

5:190 Teacher Qualifications

A teacher, as the term is used in this policy, refers to a District employee who is required to be licensed under State law. The following qualifications apply:

1. Each teacher must:
 - a. Have a valid Illinois Professional Educator License issued by the State Superintendent of Education with the required endorsements as provided in the School Code.
 - b. Provide the District Office with a complete transcript of credits earned in institutions of higher education.
 - c. On or before September 1 of each year, unless otherwise provided in an applicable collective bargaining agreement, provide the District Office with a transcript of any credits earned since the date the last transcript was filed.
 - d. Notify the Superintendent or designee of any change in the teacher's transcript.
2. All teachers working in a program supported with federal funds under Title I, Part A must meet applicable State certification and licensure requirements.

The Superintendent or designee shall:

1. Monitor compliance with State and federal law requirements that teachers be appropriately licensed;
2. Through incentives for voluntary transfers, professional development, recruiting programs, or other effective strategies, ensure that minority students and students from low-income families are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers; and
3. Ensure parents/guardians of students in schools receiving Title I funds are notified of their right to request their students' classroom teachers' professional qualifications.

LEGAL REF.:

[20 U.S.C. §6312\(e\)\(1\)\(A\)](#).

[105 ILCS 5/10-20.15](#), [5/21-11.4](#), [PRESSPlus1 5/21B-15](#), [5/21B-20](#), [5/21B-25](#), and [5/24-23](#).

[23 Ill.Admin.Code §1.610 et seq.](#), [§1.705 et seq.](#), and [Part 25](#).

CROSS REF.: 6:170 (Title I Programs)

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated in response to the repeal of 105 ILCS 5/21-11.4. **Issue 113, October 2023**

Document Status: Draft Update

PROFESSIONAL PERSONNEL

5:200 Terms and Conditions of Employment and Dismissal

The Board of Education delegates authority and responsibility to the Superintendent to manage the terms and conditions for the employment of professional personnel. The Superintendent shall act reasonably and comply with State and federal law as well as any applicable individual employment contract or collective bargaining agreement in effect. The Superintendent is responsible for making dismissal recommendations to the Board consistent with the Board's goal of having a highly qualified, high performing staff.

Duty-Free Lunch, Work Year/Work Day, Salary, Assignments and Transfers, Dismissal, Evaluation

Please refer to the following current agreement:

"Agreement Between the Lisle Education Association and the Board of Education Lisle Community Unit School District No. 202 DuPage County, Illinois."

School Social Worker Services Outside of District Employment

School social workers may not provide services outside of their District employment to any student(s) attending school in the District. *School social worker* has the meaning stated in [105 ILCS 5/14-1.09a](#).

Nursing Mothers

The District accommodates employees who are nursing mothers according to provisions in State and federal law.

LEGAL REF.:

29 U.S.C. §218(d), Pub. L. 117-328, Pump for Nursing Mothers Act. [PRESSPlus1](#)

42 U.S.C. §2000gg et seq., Pub. L. 117-328, Pregnant Workers Fairness Act.

105 ILCS 5/10-19, 5/10-19.05, 5/10-20.65, 5/14-1.09a, [5/22-95](#), [5/22.4](#), [5/24-16.5](#), [5/24-2](#), [5/24-8](#), [5/24-9](#), [5/24-11](#), [5/24-12](#), [5/24-21](#), [5/24A-1 through 24A-20](#).

[820 ILCS 260/](#), Nursing Mothers in the Workplace Act.

[23 Ill.Admin.Code Parts 50](#) (Evaluation of Educator Licensed Employees) and [51](#) (Dismissal of Tenured Teachers).

[Cleveland Bd. of Educ. v. Loudemill](#), 470 U.S. 532(1985).

CROSS REF.: 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:290 (Employment Termination and Suspensions), 6:20 (School Year Calendar and Day)

Adopted: February 28, 2022

Document Status: Draft Update

PROFESSIONAL PERSONNEL

5:210 Resignations

~~Tenured t~~Teachers may resign at any time with consent of the Board of Education ~~or by written notice sent to the Board Secretary at least 30 days before the intended date of resignation. However, n~~ No teacher may resign during the school term in order to accept another teaching position without the consent of the Board. A teacher may resign outside of a school term if the teacher provides written notice to the secretary of the Board, at least 30 calendar days prior to the first student attendance day of the following school year. Teachers who resign with less than 30 days' notice prior to the first student attendance day of the following school term will be deemed to have resigned during the school term. [PRESSPlus1](#)

Retirement

"Agreement Between the Lisle Education Association and the Board of Education Lisle Community Unit School District No. 202 DuPage County, Illinois."

LEGAL REF.:

[105 ILCS 5/24-14.](#)

Park Forest Heights School Dist. v. State Teacher Certification Bd., 363 Ill.App.3d 433 (1st Dist. 2006).

~~ADOPTED: August 28, 2017~~

PRESSPlus Comments

PRESSPlus 1. 105 ILCS 5/24-14, amended by P.A.s 102-552 and 103-549, refers to a school term as commencing on the first day of student attendance. A teacher who resigns during the school term, without the board's permission, or who resigns in order to accept another teaching assignment may be referred by the board to the State Superintendent of Education, who shall convene an informal evidentiary hearing within 90 days after receipt of a district's referral. The referral to the State Superintendent must be submitted within 10 business days after the board denies acceptance of the resignation and contain: (1) a dated copy of the teacher's resignation letter; (2) a copy of the reporting district's current school year calendar; (3) proof of employment for the school year at issue; (4) documentation showing that the board did not accept the teacher's resignation; and (5) evidence that the teacher left the district in order to accept another teaching assignment. The district must also notify the teacher of the referral within five business days after submitting it to the State Superintendent.

Issue 113, October 2023

Document Status: Draft Update

PROFESSIONAL PERSONNEL

5:220 Substitute Teachers

The Superintendent may employ substitute teachers as necessary to replace teachers who are temporarily absent.

A substitute teacher must hold either a valid teaching or substitute license and may teach in the place of a licensed teacher who is under contract with the Board. There is no limit on the number of days that a substitute teacher may teach in the District during the school year, except as follows:

1. A substitute teacher holding a substitute license may teach for any one licensed teacher under contract with the District only for a period not to exceed ~~120 days beginning with the 2021-2022 through the 2022-2023 school year, otherwise~~ 90 paid school days in any one school term.
2. A teacher holding a Professional Educator License or Educator License with Stipulations may teach for any one licensed teacher under contract with the District only for a period not to exceed 120 paid school days.

The Ill. Teachers' Retirement System (TRS) limits a substitute teacher who is a TRS annuitant to substitute teaching for a period not to exceed 120 paid days or 600 paid hours in each school year through June 30, 2026, [PRESSPlus1](#) but not more than 100 paid days in the same classroom. Beginning July 1, 2026~~3~~, a substitute teacher who is a TRS annuitant may substitute teach for a period not to exceed 100 paid days or 500 paid hours in any school year, unless the subject area is one where the Regional Superintendent has certified that a personnel shortage exists.

The Board establishes a daily rate of pay for substitute teachers. Upon completion of thirty (30) days of substitute assignments in the District during a school year, the substitute teacher shall be paid an additional sum per day determined by the Board.

Substitute teachers receive only monetary compensation for time worked and no other benefits.

Long term substitute assignments shall be categorized as planned or unplanned. A planned long term substitute assignment is one for which the District has prior knowledge with expectations that the assignment will exceed thirty (30) days in length. An unplanned long term substitute assignment is one for which the duration of the assignment is not known at the outset of the assignment.

A substitute teacher for a long term planned assignment shall be paid at the daily rate based upon placement of the substitute teacher on the appropriate step on the current salary schedule as determined by the Superintendent. The daily rate shall be calculated by dividing the amount of the assigned step on the current salary schedule by one hundred eighty one (181).

For substitute assignments of thirty (30) days or less and long term unplanned assignments, a substitute teacher shall be paid at the regular daily rate for substitute teachers until the tenth (10th) consecutive day of substituting for the same absent teacher in the same instructional program. From the eleventh (11th) day through the thirtieth (30th) day, the substitute teacher shall be paid an additional sum determined by the Board. For days in excess of thirty (30) days, the substitute teacher shall be paid at the daily rate calculated by dividing the base salary amount (BA+0) of the current salary schedule by one hundred eighty one (181).

A record of days worked by each substitute teacher shall be kept in the payroll office.

Internal Substitutes

"Agreement Between the Lisle Education Association and the Board of Education Lisle Community Unit School District No. 202 DuPage County, Illinois."

Short-Term Substitute Teachers

A short-term substitute teacher must hold a valid short-term substitute teaching license and have completed the District's short-term substitute teacher training program. Unless otherwise permitted by law, short-term substitutes may teach no more than five (5) consecutive school days for each licensed teacher who is under contract with the Board.

Emergency Situations

A substitute teacher may teach when no licensed teacher is under contract with the Board if the District has an emergency situation as defined in State law.

During an emergency situation, a substitute teacher is limited to thirty (30) calendar days of employment per each vacant position. The Superintendent shall notify the appropriate Regional Office of Education (ROE) within five business days after the employment of a substitute teacher in an emergency situation. The Board may continue to employ the same substitute teacher in a vacant position for 90 calendar days or until the end of the semester, whichever is greater, if, prior to the end of the then current 30-calendar-day period, the District makes a written request to the ROE for a 30-calendar-day extension and the extension is granted by the ROE. [PRESSPlus2](#)

LEGAL REF.:

[105 ILCS 5/10-20.68](#), [5/21B-20\(2\)](#), [5/21B-20\(3\)](#), and [5/21B-20\(4\)](#).

[40 ILCS 5/16-118](#), Ill. Pension Code.

[23 Ill.Admin.Code §1.790](#) (Substitute Teacher) and [§25.520](#) (Substitute Teaching License).

CROSS REF.: 5:30 (Hiring Process and Criteria)

PRESSPlus Comments

PRESSPlus 1. Updated in response to Ill. Pension Code, 40 ILCS 5/16-118, amended by P.A.s 103-88 and 103-525, permitting TRS annuitants to substitute teach for 120 paid days or 600 paid hours in each school year through 6-30-26.
Issue 113, October 2023

PRESSPlus 2. Updated in response to 105 ILCS 5/21B-20(3), amended by P.A. 103-193, eff. 1-1-24. In order for a substitute teacher to remain in a vacant position for up to 90 days, or until the end of the semester, whichever is greater, the position must remain vacant and the district must continue to actively seek qualified candidates and provide documentation to the Regional Office of Education that it has provided training specific to the position, including training on meeting the needs of students with disabilities and English learners if applicable. **Issue 113, October 2023**

Document Status: District Use Only

PROFESSIONAL PERSONNEL

5:250 Leaves of Absence

Sick and Bereavement Leave, Sabbatical Leave, Personal Leave/Religious Leave, Leave of Absence Without Pay, Association Leave, Lobbying Leave, Adoption Leave

Please refer to the following current agreement:

"Agreement Between the Lisle Education Association and the Board of Education Lisle Community Unit School District No. 202 DuPage County, Illinois."

Each of the provisions in this policy applies to all professional personnel to the extent that it does not conflict with an applicable collective bargaining agreement or individual contract; in the event of a conflict, such provision is severable and the applicable bargaining agreement or individual agreement will control.

Staff members are entitled to use up to 30 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Such days may be used at any time within the 12-month period following the birth of the child. Intervening periods of nonworking days or school not being in session, such as breaks and holidays, do not count towards the 30 working school days. As a condition of paying sick leave beyond the 30 working school days, the Board, or Superintendent or designee may require medical certification.

For purposes of adoption, placement for adoption, or acceptance of a child in need of foster care, paid sick leave may be used for reasons related to the formal adoption or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, and for taking custody of the child or accepting the child in need of foster care. Such leave is limited to 30 days, unless a longer leave is provided in an applicable collective bargaining agreement, and need not be used consecutively once the formal adoption or foster care process is underway. The Board or Superintendent or designee may

require that the employee provide evidence that the formal adoption or foster care process is underway.

Family Bereavement Leave

State law allows a maximum of 10 unpaid work days for eligible employees (Family and Medical Leave Act of 1993, [20 U.S.C. §2601 et seq.](#)) to take family bereavement leave. The purpose, requirements, scheduling, and all other terms of the leave are governed by the Family Bereavement Leave Act. Eligible employees may use family bereavement leave, without any adverse employment action, for: (1) attendance by the bereaved staff member at the funeral or alternative to a funeral of a covered family member, which includes an employee's child, stepchild, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent (2) making arrangements necessitated by the death of the covered family member, (3) grieving the death of the covered family member, or (4) absence from work due to a Significant Event, which includes: (i) miscarriage, (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure, (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party, (iv) a failed surrogacy agreement, (v) a diagnosis that negatively impacts pregnancy or fertility, or (vi) a still birth. An employee qualifying for leave due to a Significant Event will not be required to identify which specific reason applies to the employee's request.

The leave must be completed within 60 days after the date on which the employee received notice of the death of the covered family member or the date on which an event under item (4) above occurs. However, in the event of the death of more than one covered family member in a 12-month period, an employee is entitled to up to a total of six weeks of bereavement leave during the 12-month period, subject to certain restrictions under State and federal law. Other existing forms of leave may be substituted for the leave provided in the Family Bereavement Leave Act. This policy does not create any right for an employee to take family bereavement leave that is inconsistent with the Family Bereavement Leave Act.

Child Extended Bereavement Leave [PRESSPlus1](#)

Unpaid leave from work is available to employees who experience the loss of a child by suicide or homicide. The Child Extended Bereavement Leave Act governs the duration, scheduling, continuity of benefits, and all other terms of the leave. Accordingly, if the District employs 250 or more employees on a full-time basis, [Q1](#) an employee is entitled to a total of 12 weeks of unpaid leave

within one year after the employee notifies the District of the loss. An employee may elect to substitute other forms of leave to which the employee is entitled for the leave provided under the Child Extended Bereavement Leave Act.

Parental Leave

The Board shall grant a professional staff member's request for a non-paid, child-rearing leave, not to exceed the balance of the school year plus one additional school year (but in no event shall such leave exceed three semesters), provided the request complies with this policy. Nothing in this section shall prohibit a professional staff member from using paid sick days as provided in this policy.

A teacher must request, if possible, a child-rearing leave by notifying the Superintendent in writing no later than 90 days before the requested leave's beginning date. The request should include the proposed leave dates. The leave shall end before a new school year begins or before the first day of school after winter recess.

Subject to the insurance carrier's approval, the teacher may maintain insurance benefits at his or her own expense during a child-rearing leave.

A professional staff member desiring to return before the leave's expiration will be assigned to an available vacancy for which the teacher is qualified, subject to scheduling efficiency and instruction continuity.

Leaves for Service in the Military

Leaves for service in the U.S. Armed Services or any of its reserve components and the National Guard, as well as re-employment rights, will be granted in accordance with State and federal law. A professional staff member hired to replace one in military service does not acquire tenure.

General Assembly

Leaves for service in the General Assembly, as well as re-employment rights, will be granted in accordance with State and federal law. A professional staff member hired to replace one in the General Assembly does not acquire tenure.

Leave for Employment in Department of Defense

The Board may grant teachers a leave of absence to accept employment in a Dept. of Defense overseas school.

School Visitation Leave

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

The Superintendent or designee shall develop administrative procedures implementing this policy consistent with the School Visitation Rights Act.

Leaves for Victims of Domestic Violence, Sexual Violence, or Gender Violence, or Other Crime of Violence

An unpaid leave from work is available to any staff member who: (1) is a victim of domestic violence, sexual violence, gender violence, or any other crime of violence or (2) has a family or household member who is a victim of such violence whose interests are not adverse to the employee as it relates to the domestic violence, sexual violence, gender violence, or any other crime of violence. The unpaid leave allows the employee to seek medical help, legal assistance, counseling, safety planning, and other assistance, and to grieve and attend to matters necessitated by the death of a family or household member who is killed in a crime of violence, [PRESSPlus2](#) without suffering adverse employment action.

The Victims' Economic Security and Safety Act ([VESSA](#)) governs the purpose, requirements, scheduling, and continuity of benefits, and all other terms of the leave. Accordingly, if the District employs at least 50 employees, and subject to any exceptions in VESSA, an employee is entitled to a total of 12 work weeks of unpaid leave during any 12-month period. Neither the law nor this policy creates a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act of 1993 ([29 U.S.C. §2601 et seq.](#)).

Leaves to Serve as an Officer, ~~or~~ Trustee, or Representative of a Specific Organization [PRESSPlus3](#)

Upon request, the Board will grant: (1) an unpaid leave of absence to an elected officer of a State or national teacher organization that represents teachers in collective bargaining negotiations, (2) up to 20 ~~twenty~~ days of paid leave of

absence per year to a trustee of the Teachers' Retirement System in accordance with 105 ILCS 5/24-6.3, ~~and~~ (3) a paid leave of absence for the local association president of a State teacher association that is an exclusive bargaining agent in the District, or his or her designee, to attend meetings, workshops, or seminars as described in 105 ILCS 5/24-6.2, ~~and~~ (4) up to 10 days of paid leave per school term for teachers elected to represent a statewide teacher association in federal advocacy work in accordance with 105 ILCS 5/24-3.5.

Leave to Serve as an Election Judge

Any staff member who was appointed to serve as an election judge under State law may, after giving at least 20-days' written notice to the District, be absent without pay for the purpose of serving as an election judge. The staff member is not required to use any form of paid leave to serve as an election judge. No more than 10% of the District's employees may be absent to serve as election judges on the same Election Day.

COVID-19 Paid Administrative Leave

~~During any time when the Governor has declared a disaster due to a public health emergency under 20 ILCS 3305/7, When applicable, [PRESSPlus4](#) paid administrative leave related to COVID-19 will be granted is available to eligible employees in accordance with State law. if the District, State or any of its agencies, or the local health department has issued guidance, mandates, or rules related to COVID-19 that restrict an employee from being on District property for a reason outlined in State law.~~

~~For an employee to be eligible for COVID-19 paid administrative leave, the employee must be fully vaccinated against COVID-19 as defined in 105 ILCS 5/10-20.83 (final citation pending).~~

~~The employee will receive as many days of administrative leave as required to abide by the public health guidance, mandates, and requirements issued by the Ill. Dept. of Public Health, unless a longer period has been negotiated with the exclusive bargaining representative.~~

~~As a condition of being granted COVID-19 paid administrative leave, an employee shall provide all documentation necessary to substantiate the employee's eligibility for the leave, as requested by the Superintendent or designee. An employee who is on COVID-19 paid administrative leave will receive the employee's regular rate of pay; the leave will not diminish any other~~

leave or benefits of the employee. Employees may not accrue COVID-19 paid administrative leave.

LEGAL REF.:

105 ILCS 5/10-20.83 (final citation pending), 5/24-6, 5/24-6.1, 5/24-6.2, 5/24-6.3, 5/24-13, and 5/24-13.1.

[10 ILCS 5/13-2.5](#), Election Code.

[330 ILCS 61/](#), Service Member Employment and Reemployment Rights Act.

[820 ILCS 147/](#), School Visitation Rights Act.

820 ILCS 154/, [Child Family](#) Bereavement Leave Act.

[820 ILCS 156/](#), [Child Extended Bereavement Leave Act.](#)

[820 ILCS 180/](#), Victims' Economic Security and Safety Act.

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:185 (Family and Medical Leave), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

Questions and Answers:

***Required Question 1. How many full-time employees does the district employ?

- The district employs more than 250 employees. (Default)
 - The district employs between 50-249 employees. (IASB will substitute the following sentence: "Accordingly, if the District employs at least 50 but not more than 249 employees on a full-time basis, an employee is entitled to a total of six weeks of unpaid leave within one year after the employee notifies the District of the loss.")
 - The district employs fewer than 50 employees. (IASB will delete the subhead regarding Child Extended Bereavement Leave and the Legal Reference to 820 ILCS 156/.)
-

PRESSPlus Comments

PRESSPlus 1. Updated in response to the Child Extended Bereavement Leave Act, 820 ILCS 156/, added by P.A. 103-466. **Issue 113, October 2023**

PRESSPlus 2. Updated in response to the Victims' Economic Security and Safety Act (VESSA), 820 ILCS 180/, amended by P.A. 103-314, eff. 1-1-24. Under 820 ILCS 180/20(a)(4), added by P.A. 103-314, eff. 1-1-24, an employee is not entitled to more than two work weeks (10 work days) if the leave is to attend a wake or funeral (or an alternative event), make end-of-life arrangements, or grieve due to the death of a family or household member killed in a crime of violence. In these circumstances, the leave must be completed within 60 days after the date on which the employee receives notice of the death. Employees may qualify for unpaid leave under both VESSA and the Family Bereavement Leave Act; leave taken under one act does not diminish the availability of leave under the other. **Issue 113, October 2023**

PRESSPlus 3. Updated in response to 105 ILCS 5/24-3.5, added by P.A. 103-308, eff. 1-1-24. The statewide teacher association is required to reimburse a district for substitute teaching costs incurred due to the teacher's absence. **Issue 113, October 2023**

PRESSPlus 4. Updated for continuous improvement. **Issue 113, October 2023**

Document Status: Draft Update

EDUCATIONAL SUPPORT PERSONNEL

5:330 Sick Days, Vacation, Holidays, and Leaves

Each of the provisions in this policy applies to all educational support personnel to the extent that it does not conflict with an applicable collective bargaining agreement or individual contract or benefit plan; in the event of a conflict, such provision is severable and the applicable bargaining agreement or individual agreement will control.

Sick and Bereavement Leave, Vacation, Holidays, Personal Leave, General Unpaid Leaves, Child Care Leave, Association Leave, Accident or Injury Leave, Family Medical Leave

Please refer to the following current agreement:

"Agreement Between the Classified Employees Association of Lisle and the Board of Education Lisle Community Unit School District No. 202 DuPage County, Illinois."

Leave to Serve as a Trustee of the Ill Municipal Retirement Fund

Upon request, the Board will grant 20 days of paid leave of absence per year to a trustee of the Ill. Municipal Retirement Fund in accordance with State law.

Other Leaves

Educational support personnel receive the following leaves on the same terms and conditions granted professional personnel in Board policy 5:250, *Leaves of Absence*:

1. Leave for Service in the Military.
2. Leave for Service in the General Assembly.
3. School Visitation Leave
4. Leaves for Victims of Domestic Violence, Sexual Violence, Gender Violence, or Other Crime of Violence.
5. Family Bereavement Leave.
6. Child Extended Bereavement Leave. [PRESSPlus1](#)
7. Leave to serve as an election judge.
8. COVID-19 Paid Administrative Leave.

LEGAL REF.:

105 ILCS 5/10-20.7b, 5/10-20.83 (final citation pending), 5/24-2, 5/24-6, and 5/24-6.3.

[10 ILCS 5/13-2.5](#), Election Code.

[330 ILCS 61/](#), Service Member Employment and Reemployment Rights Act.

[820 ILCS 147](#), School Visitation Rights Act.

820 ILCS 154/, ~~Child~~Family Bereavement Leave Act.

820 ILCS 156/, Child Extended Bereavement Leave Act.

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

School Dist. 151 v. ISBE, 154 Ill.App.3d 375 (1st Dist.1987); *Elder v. Sch. Dist. No.127 1/2*, 60 Ill.App.2d 56 (1st Dist.1965).

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:185 (Family and Medical Leave), 5:250 (Leaves of Absence)

Adopted: January 23, 2023

PRESSPlus Comments

PRESSPlus 1. Updated in response to the Child Extended Bereavement Leave Act, 820 ILCS 156/, added by P.A. 103-466. See the **Question** attached to the PRESS Plus Draft Update for policy 5:250, *Leaves of Absence*. If the district enters a response that fewer than 50 full-time employees are employed by the district, this item and the Legal Reference to 820 ILCS 156/ will be deleted by IASB. **Issue 113, October 2023**

Document Status: Draft Update

INSTRUCTION

6:15 School Accountability

According to the Illinois General Assembly, the primary purpose of schooling is the transmission of knowledge and culture through which students learn in areas necessary to their continuing development and entry into the world of work. To fulfill that purpose, the Ill. State Board of Education (ISBE) prepared *State Goals for Learning and Learning Standards*.

The Board of Education gives priority in the allocation of resources, including funds, time, personnel, and facilities, to fulfilling this purpose.

Quality Assurance

The Board continuously monitors student achievement and the quality of the District's work. The Superintendent shall supervise the following quality assurance components, in accordance with State law and ISBE rules, and continuously keep the Board informed:

1. Prepare and submit each school's annual recognition application and quality assurance appraisal, whether internal or external, to assess each school's continuous school improvement.
2. Continuously assess the District's and each school's overall performance in terms of both academic success and equity. This includes, without limitation, a thorough analysis of ISBE's balanced accountability measure and each school's *Multiple Measure Index* and corresponding *Annual Measurable Objective* provided by ISBE.
3. If applicable, develop ~~District and~~ [PRESSPlus1](#) School Improvement Plans, present them for Board approval, and supervise their implementation.
4. Prepare a school report card, present it at a regular Board meeting, and disseminate it as provided in State law.
5. In accordance with [105 ILCS 5/2-3.153](#), annually administer a climate survey on the instructional environment within the school to, at minimum, students in grades 4 through 12 and teachers.

The Superintendent shall make regular assessment reports to the Board, including projections whether the District and each school is or will be making adequate yearly progress as defined in State law. The Superintendent shall seek Board approval for each District and/or school improvement plan and otherwise when necessary or advisable.

LEGAL REF.:

[105 ILCS 5/2-3.25](#), [5/2-3.25a](#), [5/2-3.25b](#), [5/2-3.25c](#), [5/2-3.25d-5](#), [5/2-3.25e-5](#), [5/2-3.25f](#), [5/2-3.25f-5](#), [5/2-3.63](#), [5/2-3.64a-5](#), [5/2-3.153](#), [5/10-17a](#), [5/10-21.3a](#), and [5/27-1](#).

[23 Ill.Admin.Code Part 1](#), Subpart A: Recognition Requirements.

CROSS REF.: 6:170 (Title I Programs), 6:340 (Student Testing and Assessment Program), 7:10 (Equal Educational Opportunities)

Adopted: January 23, 2023

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/2-3.25f(a), amended by P.A. 103-175, providing that the Ill. State Board of Education (ISBE) “shall provide technical assistance to schools in school improvement status to assist with the development and implementation of ~~School and District~~ Improvement Plans.” ISBE is required to provide districts with technical assistance and support by the Elementary and Secondary Education Act. 20 U.S.C. §6303. **Issue 113, October 2023**

Document Status: Draft Update

INSTRUCTION

6:30 Organization of Instruction

The School District has instructional levels for grades pre-K through 12. The Superintendent shall annually present to the Board of Education a plan for organizing instructional levels and assigning them to school facilities in order to:

1. Support the District's educational program,
2. Maximize facility usage without undue overcrowding, and
3. Provide substantially comparable instructional programs across the District.

Students, for instructional purposes, may be placed in groups within a school that do not necessarily follow grade level designations. For purposes of attendance reporting and other records, however, each student is assigned a grade-level placement.

Kindergarten

The District maintains at minimum, a half-day kindergarten with an instructional program that fulfills the District's curriculum goals and objectives and the requirements of the State law.

LEGAL REF.:

105 ILCS ~~5/10-20.19a~~, 5/10-20.37, and 5/10-22.18. [PRESSPlus1](#)

[23 Ill.Admin.Code §1.420](#).

CROSS REF.: 6:40 (Curriculum Development), 6:170 (Title I Programs), 7:30 (Student Assignment), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students)

ADOPTED: April 20, 2009

REVIEWED: October 21, 2013

REVIEWED: August 27, 2018

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated in response to 105 ILCS 5/10-20.19a, repealed by P.A. 103-410. 105 ILCS 5/10-22.18, amended by P.A. 103-410, requires boards to establish a full-day kindergarten program by the beginning of the 2027-2028 school year. Elementary or unit districts that do not offer full-day kindergarten as of 10-1-22, may apply for a two-year extension of the 2027-28 school year full-day kindergarten implementation deadline if the criteria set forth in 105 ILCS 5/10-22.18(b)(1)-(3) are met. **Issue 113, October 2023**

Document Status: Draft Update

INSTRUCTION

6:50 School Wellness

Student wellness, including good nutrition and physical activity, shall be promoted in the District's educational program, school-based activities, and meal programs. This policy shall be interpreted consistently with Section 204 of the Child Nutrition and WIC Reauthorization Act of 2004 and the Healthy Hunger-Free Kids Act of 2010 (HHFKA).

The Superintendent or designee will ensure:

1. Each school building complies with this policy;
2. The policy is available to the community on an annual basis through copies of or online access to the Board Policy Manual and distributed to students and their parents/guardians through student handbooks, and
3. The community is informed about the progress of this policy's implementation.

Goals for Nutrition Education and Nutrition Promotion

The goals for addressing nutrition education and nutrition promotion include the following:

- Schools will support and promote sound nutrition for students.
- Schools will foster the positive relationship between sound nutrition, physical activity, and the capacity of students to develop and learn.
- Nutrition education will be part of the District's comprehensive health education curriculum. See Board policy 6:60, *Curriculum Content*.

Goals for Physical Activity

The goals for addressing physical activity include the following:

- Schools will support and promote an active lifestyle for students.
- Physical education will be taught in all grades and shall include a developmentally planned and sequential curriculum that fosters the development of movement skills, enhances health-related fitness, increases students' knowledge, offers direct opportunities to learn how to work cooperatively in a group setting, and encourages healthy habits and attitudes for a healthy lifestyle. See policies 6:60, *Curriculum Content* and 7:260, *Exemption from Physical Education*.
- During the school day, all students will be required to engage in a daily physical education course, unless otherwise exempted. See policies 6:60, *Curriculum Content* and 7:260, *Exemption from Physical Education*.
- The curriculum will be consistent with and incorporate relevant *Illinois Learning Standards for Physical Development and Health* as established by the Ill. State Board of Education (ISBE).

Goals for Other School-Based Activities [PRESSPlus1](#)

The goals for school-based activities include the following:

- Schools will support and promote a healthy eating environment for students.
- Schools will promote and participate in wellness activities.
- Schools will offer other school-based activities to support student health and wellness, including coordinated events and clubs.

Nutrition Guidelines for Foods Available During the School Day; Marketing Prohibited

Students will be offered and schools will promote nutritious food and beverage choices during the school day that are consistent with Board policy 4:120, *Food Services* (requiring compliance with the nutrition standards specified in the U.S. Dept. of Agriculture's (USDA) *Smart Snacks* rules).

In addition, in order to promote student health and reduce childhood obesity, the Superintendent or designee shall:

1. Restrict the sale of *competitive foods*, as defined by the USDA, in the food service areas during meal periods;
2. Comply with all ISBE rules; and
3. Prohibit marketing during the school day of foods and beverages that do not meet the standards listed in Board policy 4:120, *Food Services*, i.e., in-school marketing of food and beverage items must meet *competitive foods* standards.

Competitive foods standards do not apply to foods and beverages available, but not sold in school during the school day; e.g., brown bag lunches, foods for classroom parties, school celebrations, and reward incentives.

Exempted Fundraising Day (EFD) Requests

All food and beverages sold to students on the school campuses of participating schools during the school day must comply with the "general nutrition standards for competitive foods" specified in federal law.

ISBE rules prohibit EFDs for grades 8 and below in participating schools.

The Superintendent or designee in a participating school may grant an EFD for grades 9 through 12 in participating schools. To request an EFD and learn more about the District's related procedure(s), contact the Superintendent or designee. The District's procedures are subject to change. The number of EFDs for grades 9 through 12 in participating schools is set by ISBE rule.

Guidelines for Reimbursable School Meals

Reimbursable school meals served shall meet, at a minimum, the nutrition requirements and regulations for the National School Lunch Program and/or School Breakfast Program.

Unused Food Sharing Plan

In collaboration with the District's local health department, the Superintendent or designee will:

1. Develop and support a food sharing plan (Plan) for unused food that is focused on student needs.
2. Implement the Plan throughout the District.
3. Ensure the Plan complies with the Richard B. Russell National School Lunch Act, as well as

accompanying guidance from the U.S. Department of Agriculture on the Food Donation Program.

4. Ensure that any leftover food items are properly donated to combat potential food insecurity in the District's community. *Properly* means in accordance with all federal regulations and State and local health and sanitation codes.

Monitoring

At least every three years, the Superintendent or designee shall provide implementation data and/or reports to the Board concerning this policy's implementation sufficient to allow the Board to monitor and adjust the policy (a triennial report). This triennial report must include without limitation each of the following:

- An assessment of the District's implementation of the policy
- The extent to which schools in the District are in compliance with the policy
- The extent to which the policy compares to model local school wellness policies
- A description of the progress made in attaining the goals of the policy
- How the District will make the results of the assessment available to the public
- Where the District will retain records of the assessment

The Board will monitor and adjust the policy pursuant to policy 2:240, *Board Policy Development*.

Community Involvement

The Board and Superintendent or designee will actively invite suggestions and comments concerning the development, implementation, periodic reviews, and updates of the school wellness policy from parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the community. Community involvement methods shall align their suggestions and comments to policy 2:140, *Communications To and From the Board* and/or the **Community Engagement** subhead in policy 8:10, *Connection with the Community*.

Recordkeeping

The Superintendent or designee shall retain records to document compliance with this policy, the District's records retention protocols, and the Local Records Act.

LEGAL REF.:

[Pub. L. 108-265](#), Sec. 204, Child Nutrition and WIC Reauthorization Act of 2004.

~~42 U.S.C. §1771 et seq., Child Nutrition Act of 1966.~~

42 U.S.C. §1751 et seq., [Richard B. Russell](#) National School Lunch Act.

42 U.S.C. §1758b, Pub. L. 111-296, Healthy, Hunger-Free Kids Act of 2010.

[42 U.S.C. §1771 et seq., Child Nutrition Act of 1966.](#)

[42 U.S.C. §1779](#), as implemented by [7 C.F.R. §§210.11](#) and [210.31](#).

[50 ILCS 205/](#), Local Records Act.

[105 ILCS 5/2-3.139](#) and [5/2-3.189](#).

[23 Ill.Admin.Code Part 305](#), Food Program.

ISBE's *School Wellness Policy* Goal, adopted Oct. 2007.

CROSS REF.: 2:140 (Communications To and From the Board), 2:150 (Committees), 2:240 (Board Policy Development), 4:120 (Food Services), 5:100 (Staff Development Program), 6:60 (Curriculum Content), 7:260 (Exemption from Physical Education), 8:10 (Connection with the Community)

Adopted: February 27, 2023

PRESSPlus Comments

PRESSPlus 1. Updated in response to a request from the Ill. State Board of Education (ISBE) Nutrition Dept. and to federal requirements in 7 C.F.R. §210.31 for local school wellness policies. This is a required topic, but the local board may determine what goals are appropriate. 42 USC §1758b(b)(1); 7 C.F.R. §210.31(c)(1). The third sample goal comes from ISBE's Local Wellness Policy Template for Schools, available at: www.isbe.net/Pages/Local-School-Nutrition-Wellness-Policy.aspx. **Issue 113, October 2023**

Document Status: Draft Update

INSTRUCTION

6:60 Curriculum Content

The curriculum shall contain instruction on subjects required by State statute or regulation as follows:

1. In kindergarten through grade 8, subjects include: (a) language arts, (b) reading, (c) other communication skills, (d) science, (e) mathematics, (f) social studies, (g) art, (h) music, and (i) drug and substance abuse prevention including the dangers of any addictive medication, such as but not limited to opioids. A reading opportunity of 60 minutes per day will be promoted for all students in kindergarten through grade 3 whose reading levels are one grade level or more lower than their current grade level. Daily time of at least 30 minutes (with a minimum of at least 15 consecutive minutes if divided) will be provided for supervised, unstructured, child-directed play for all students in kindergarten through grade 5. Before the completion of grade 5, students will be offered at least one unit of cursive instruction. In grades 6, 7, or 8, students must receive at least one semester of civics education in accordance with Illinois Learning Standards for social science.
2. In grades 9 through 12, subjects include: (a) language arts, (b) writing intensive courses, (c) science, (d) mathematics, (e) social studies including U.S. history, American government and one semester of civics, (f) foreign language, (g) music, (h) art, (i) driver and safety education, and (j) vocational education.
3. Students otherwise eligible to take a driver education course must receive a passing grade in at least eight courses during the previous two semesters before enrolling in the course. The Superintendent or designee may waive this requirement if he or she believes a waiver to be in the student's best interest. The course shall include: (a) instruction necessary for the safe operation of motor vehicles, including motorcycles, to the extent that they can be taught in the classroom, (b) classroom instruction on distracted driving as a major traffic safety issue, (c) instruction on

required safety and driving precautions that must be observed at emergency situations, highway construction and maintenance zones, and railroad crossings and their approaches, and (d) instruction concerning law enforcement procedures for traffic stops, including a demonstration of the proper actions to be taken during a traffic stop and appropriate interactions with law enforcement. Automobile safety instruction covering traffic regulations and highway safety must include instruction on the consequences of alcohol consumption and the operation of a motor vehicle. The eligibility requirements contained in State law for the receipt of a certificate of completion from the Secretary of State shall be provided to students in writing at the time of their registration.

4. In grades 7 through 12, as well as in interscholastic athletic programs, steroid abuse prevention must be taught.
5. In kindergarten through grade 12, provided it can be funded by private grants or the federal government, violence prevention and conflict resolution must be stressed, including: (a) causes of conflict, (b) consequences of violent behavior, (c) non-violent resolution, and (d) relationships between drugs, alcohol, and violence.
6. In grades kindergarten through 12, age-appropriate Internet safety must be taught, the scope of which shall be determined by the Superintendent or designee. The curriculum must incorporate policy 6:235, *Access to Electronic Networks* and, at a minimum, include: (a) education about appropriate online behavior, (b) interacting with other individuals on social networking websites and in chat rooms, and (c) cyberbullying awareness and response.
7. In all grades, students must receive developmentally appropriate opportunities to gain computer literacy skills that are embedded in the curriculum.
8. In all grades, character education must be taught including respect, responsibility, fairness, caring, trustworthiness, and citizenship in order to raise students' honesty, kindness, justice, discipline, respect for others, and moral courage. Instruction in all grades will include educating students about behaviors that violate policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*.
9. In all schools, citizenship values must be taught, including: (a) American patriotism, (b) principles of representative government (the American Declaration of Independence, the Constitution of the United States of America and the Constitution of the State of Illinois), (c) proper use and

display of the American flag, (d) the Pledge of Allegiance, and (e) the voting process.

10. In all grades, physical education must be taught including a developmentally planned and sequential curriculum that fosters the development of movement skills, enhances health-related fitness, increases students' knowledge, offers direct opportunities to learn how to work cooperatively in a group setting, and encourages healthy habits and attitudes for a healthy lifestyle. Unless otherwise exempted, all students are required to engage in a physical education course with such frequency as determined by the Board after recommendation from the Superintendent, but at a minimum of three days per five-day week. For exemptions and substitutions, see policies 6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students* and 7:260, *Exemption from Physical Education*.
11. In all schools, health education must be stressed, including: (a) proper nutrition, (b) physical fitness, (c) components necessary to develop a sound mind in a healthy body, (d) dangers and avoidance of abduction, and (e) age-appropriate and evidence-informed sexual abuse and assault awareness and prevention education in all grades, and (f) beginning in the fall of 2024, in grades 9-12, the dangers of fentanyl. [PRESSPlus1](#) The Superintendent shall implement a comprehensive health education program in accordance with State law, including a developmentally appropriate consent education curriculum pursuant to [105 ILCS 5/27-9.1b](#).
12. In all schools, career/vocational education must be taught, including: (a) the importance of work, (b) the development of basic skills to enter the world of work and/or continue formal education, (c) good work habits and values, (d) the relationship between learning and work, and (e) if possible, a student work program that provides the student with work experience as an extension of the regular classroom. A career awareness and exploration program must be available at all grade levels.
13. In grades 9 through 12, consumer education must be taught, including: (a) financial literacy, including consumer debt and installment purchasing (including credit scoring, managing credit debt, and completing a loan application); budgeting; savings and investing; banking (including balancing a checkbook, opening a deposit account, and the use of interest rates); understanding simple contracts; State and federal income taxes; personal insurance policies; the comparison of prices; higher education student loans; identity-theft security; and homeownership (including the basic process of obtaining a mortgage and the concepts of fixed and adjustable rate mortgages, subprime loans, and predatory lending); and (b) the roles

of consumers interacting with agriculture, business, labor unions and government in formulating and achieving the goals of the mixed free enterprise system.

14. In grades 9 through 12, a unit of instruction about the process of naturalization by which a foreign citizen or foreign national becomes a U.S. citizen that includes content from the components of the naturalization test administered by the U.S. Citizenship and Immigration Services.
15. ~~Beginning in the fall of 2022,~~ In grades 9 through 12, intensive instruction in computer literacy, which may be included as a part of English, social studies, or any other subject.
16. ~~Beginning in the fall of 2022,~~ In grades 9 through 12, a unit of instruction on media literacy that includes, but is not limited to, all of the following topics: (a) accessing information to evaluate multiple media platforms and better understand the general landscape and economics of the platforms, and issues regarding the trustworthiness of the source of information; (b) analyzing and evaluating media messages to deconstruct media representations according to the authors, target audience, techniques, agenda setting, stereotypes, and authenticity to distinguish fact from opinion; (c) creating media to convey a coherent message using multimodal practices to a specific target audience that includes, but is not limited to, writing blogs, composing songs, designing video games, producing podcasts, making videos, or coding a mobile or software application; (d) reflecting on media consumption to assess how media affects the consumption of information and how it triggers emotions and behavior; and (e) social responsibility and civics to suggest a plan of action in the class, school, or community for engaging others in a respectful, thoughtful, and inclusive dialogue over a specific issue using facts and reason.
17. ~~Beginning in the fall of 2023,~~ In grades 9 through 12, an opportunity for students to take at least one computer science course aligned to Illinois learning standards. *Computer science* means the study of computers and algorithms, including their principles, hardware and software designs, implementation, and impact on society. Computer science does not include the study of everyday uses of computers and computer applications; e.g., keyboarding or accessing the Internet. [PRESSPlus2](#)
18. In all schools, conservation of natural resources must be taught, including: (a) home ecology, (b) endangered species, (c) threats to the environment, and (d) the importance of the environment to life as we know it.
19. In all schools, instruction as determined by the Superintendent or designee [PRESSPlus3](#) on United States (U.S.) history must be taught, including: (a) the principles of representative government, (b) the

Constitutions of the U.S. and Illinois, (c) the role of the U.S. in world affairs, (d) the role of labor unions, (e) the role and contributions of ethnic groups, including but not limited to, ~~the~~ African Americans, Albanians, Asian Americans, Bohemians, Czechs, French, Germans, Hispanics (including the events related to the forceful removal and illegal deportation of Mexican-American U.S. citizens during the Great Depression), Hungarians, Irish, Italians, Lithuanians, Polish, Russians, Scots, and Slovaks in the history of this country and State, (f) a study of the roles and contributions of lesbian, gay, bisexual, and transgender (LGBTQ) people in the history of the U.S. and Illinois, (g) Illinois history, ~~and~~ (h) the contributions made to society by Americans of different faith practices, including, but not limited to, Muslim Americans, Jewish Americans, Christian Americans, Hindu Americans, Sikh Americans, Buddhist Americans, and any other collective community of faith that has shaped America, (i) Native American nations' sovereignty and self-determination, both historically and in the present day, with a focus on urban Native Americans, and (j) beginning in the fall of 2024, the events of the Native American experience and Native American history within the Midwest and Illinois since time immemorial in accordance with 105 ILCS 5/27-20.05. [PRESSPlus4](#) ~~(g) Illinois history.~~

In addition, all schools shall hold an educational program on the United States Constitution on Constitution Day, each September 17, commemorating the September 17, 1787 signing of the Constitution. However, when September 17 falls on a Saturday, Sunday, or holiday, Constitution Day shall be held during the preceding or following week.

20. In grade 7 and all high school courses concerning U.S. history or a combination of U.S. history and American government, students must view a Congressional Medal of Honor film made by the Congressional Medal of Honor Foundation, provided there is no cost for the film.
21. In all schools, the curriculum includes instruction as determined by the Superintendent or designee on the Holocaust and crimes of genocide, including Nazi atrocities of 1933-1945, the Native American genocide in North America, [PRESSPlus5](#) Armenian Genocide, the Famine-Genocide in Ukraine, and more recent atrocities in Cambodia, Bosnia, Rwanda, and Sudan.
22. In all schools, the curriculum includes instruction as determined by the Superintendent or designee on the history, struggles, and contributions of women.
23. In all schools, the curriculum includes instruction as determined by the Superintendent or designee on Black History, including the history of the

pre-enslavement of Black people from 3,000 BCE to AD 1619, the African slave trade, slavery in America, the study of the reasons why Black people came to be enslaved, the vestiges of slavery in this country, the study of the American civil rights renaissance, as well as the struggles and contributions of African-Americans.

24. In all schools, instruction during courses as determined by the Superintendent or designee on disability history, awareness, and the disability rights movement.
25. ~~Beginning in the fall of 2022,~~ In all schools, instruction as determined by the Superintendent or designee on the events of Asian American history, including the history of Asian Americans in Illinois and the Midwest, as well as the contributions of Asian Americans toward advancing civil rights from the 19th century onward, which must include the contributions made by individual Asian Americans in government and the arts, humanities, and sciences, as well as the contributions of Asian American communities to the economic, cultural, social, and political development of the United States.
26. In kindergarten through grade 8, education must be available to students concerning effective methods of preventing and avoiding traffic injuries related to walking and bicycling.

LEGAL REF.:

[Pub. L. No. 108-447](#), Section 111 of Division J, Consolidated Appropriations Act of 2005.

[Pub. L. No. 110-385](#), Title II, 122 stat. 4096 (2008), Protecting Children in the 21st Century Act.

[47 C.F.R. §54.520](#).

[5 ILCS 465/3](#) and [465/3a](#).

[20 ILCS 2605/2605-480](#).

[105 ILCS 5/2-3.80](#)(e) and (f), [5/10-20.79](#), [5/10-23.13](#), [5/27-3](#), [5/27-3.5](#), [5/27-5](#), [5/27-6](#), [5/27-6.5](#), [5/27-7](#), [5/27-12](#), [5/27-12.1](#), [5/27-13.1](#), [5/27-13.2](#), [5/27-20.05](#), [5/27-20.08](#), [5/27-20.3](#), [5/27-20.4](#), [5/27-20.5](#), [5/27-20.7](#), [5/27-20.8](#), [5/27-21](#), [5/27-22](#), [5/27-23.3](#), [5/27-23.4](#), [5/27-23.7](#), [5/27-23.8](#), [5/27-23.10](#), [5/27-23.11](#), [5/27-23.15](#), [5/27-23.16](#), [5/27-24.1](#), and [5/27-24.2](#).

[105 ILCS 110/3](#), Comprehensive Health Education Program.

[105 ILCS 435/](#), Vocational Education Act.

[625 ILCS 5/6-408.5](#), Ill. Vehicle Code.

[23 Ill.Admin.Code §§1.420, 1.425, 1.430](#), and [1.440](#).

CROSS REF.: 4:165 (Awareness and Prevention of Child Sex Abuse and Grooming Behaviors), 6:20 (School Year Calendar and Day), 6:40 (Curriculum Development), 6:70 (Teaching About Religions), 6:235 (Access to Electronic Networks), 6:310 (Credit for Alternative Courses and Programs, and Course Substitutions), 7:15 (Student and Family Privacy Rights), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:260 (Exemption from Physical Education), 7:345 (Use of Educational Technologies; Student Data Privacy and Security)

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/27-13.2(c), added by P.A. 103-365, eff. 1-1-24. See sample administrative procedure 6:60-AP1, *Comprehensive Health Education Program*, available at PRESS Online by logging in at www.iasb.com, for more information. **Issue 113, October 2023**

PRESSPlus 2. Subject to appropriation, school districts can apply for a competitive grant to support computer science programs. 105 ILCS 5/2-3.196, added by P.A. 103-264, eff. 1-1-24. **Issue 113, October 2023**

PRESSPlus 3. 105 ILCS 5/27-21, amended by P.A. 103-422, requires the school board to determine the minimum amount of instructional time. The sample policy complies by delegating this responsibility to the superintendent or designee. **Issue 113, October 2023**

PRESSPlus 4. Updated in response to 105 ILCS 5/27-21, amended by P.A. 103-422 (adding teaching about Native American nations' sovereignty and self-determination), and 105 ILCS 5/27-20.05, added by P.A. 103-422 (adding instruction on Native American experience and history).

Note that instruction on Native American nations' sovereignty and self-

determination under 105 ILCS 5/27-21, amended by P.A. 103-422, does not specify a delayed implementation date. Consult the board attorney regarding whether a district may delay implementation of such instruction given that the implementation of Native American experience and Native American history in 2024-2025 must include instruction on tribal sovereignty.

Instruction in events of the Native American experience and Native American history must include “the contributions of Native Americans in government and the arts, humanities, and sciences, as well as the contributions of Native Americans to the economic, cultural, social, and political development of their own nations and of the United States.” Additionally, in grades 6 through 12, the instruction must include “the study of the genocide of and discrimination against Native Americans, as well as tribal sovereignty, treaties made between tribal nations and the United States, and the circumstances around forced Native American relocation.” The Ill. State Board of Education (ISBE) is required to make instructional materials related to Native Americans available on its website, but not until 1-1-25. For additional resources, see <https://americanindian.si.edu/nk360> and <https://iste.org/blog/15-resources-for-teaching-native-american-history-and-culture>. **Issue 113, October 2023**

PRESSPlus 5. 105 ILCS 5/27-20.3, amended by P.A. 103-422. Beginning with the 2024-2025 school year, instruction on Native American genocide is also required by 105 ILCS 5/27-20.05, added by P.A. 103-422 in grades 6-12. Note that instruction on Native American genocide under 105 ILCS 5/27-20.3, amended by P.A. 103-422 does not specify a delayed implementation date. Consult the board attorney regarding whether a district may delay implementation of such instruction given that the implementation of Native American experience and Native American history in 2024-2025 must include instruction on Native American genocide. ISBE is not required to make instructional materials on the Native American genocide in North America available on its website until 1-1-25. **Issue 113, October 2023**

Document Status: Draft Update

INSTRUCTION

6:230 Library Resource Center

The Superintendent or designee shall manage the District's library resource program according to the following standards:

1. The program focuses on enlarging and enriching the on-going classroom instructional program.
2. Materials are selected on the basis of encouraging the acquisition of knowledge and developing literary, cultural, and aesthetic appreciation and ethical standards.
3. Staff members are invited to recommend additions to the collection.
4. Each school maintains a collection of material that supports the curriculum and provides for individual needs, interests, abilities, and maturity levels.
5. Students may freely select resource center materials as well as receive guided selection of materials appropriate to specific, planned learning experiences.

Parents/guardians, employees, and community members who believe that library media program resources violate rights guaranteed by any law or Board policy may file a complaint using Board policy 2:260, *Uniform Grievance Procedure*.

The Superintendent or designee shall establish criteria consistent with this policy for the review of objections. Parents/guardians, employees, and community members with suggestions or complaints about library media program resources may complete a *Library Media Resource Objection Form*. The Superintendent or designee shall inform the parent/guardian, employee, or community member, as applicable, of the District's decision.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 6:60 (Curriculum Content), 6:170 (Title I Programs), 6:210 (Instructional Materials), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs)

ADOPTED: April 20, 2009

REVIEWED: October 21, 2013; August 27, 2018

REVISED: May 22, 2023

Document Status: Draft Update

STUDENTS

7:60 Residence

Resident Students

Only students who are residents of the District may attend a District school without a tuition charge, except as otherwise provided below or in State law. A student's residence is the same as the person who has legal custody of the student. The administration may require proof of residence and legal custody.

A person asserting legal custody over a student, who is not the child's natural or adoptive parent, shall complete a signed statement, stating: (a) that he or she has assumed and exercises legal responsibility for the child, (b) the reason the child lives with him or her, other than to receive an education in the District, and (c) that he or she exercises full control over the child regarding daily educational and medical decisions in case of emergency. If the District knows the current address of the child's natural or adoptive parent, the District shall request in writing that the person complete a signed statement or affidavit stating: (a) the role and responsibility of the person with whom their child is living, and (b) that the person with whom the child is living has full control over the child regarding daily educational and medical decisions in case of emergency.

A student whose family moves out of the District during the school year will be permitted to attend school for the remainder of the year without payment of tuition.

When a student's change of residence is due to the military service obligation of the student's legal custodian, the student's residence is deemed to be unchanged for the duration of the custodian's military service obligation if the student's custodian made a written request. The District, however, is not responsible for the student's transportation to or from school.

If, at the time of enrollment, a dependent child of military personnel is housed in temporary housing located outside of the District, but will be living within the District within six months after the time of initial enrollment, the child is allowed

to enroll, subject to the requirements of State law, and must not be charged tuition.

Residence of Students with Disabilities[PRESSPlus1](#)

The residence of a child with a disability is determined in accordance with 105 ILCS 5/14-1.11, 5.14-1.11a, and 5/14-1.11b.

Requests for Nonresident Student Admission[Q1](#)

Non-resident students may attend District schools upon the approval of a request submitted by the student's parent(s)/guardian(s) for non-resident admission. The Board of Education may approve the request subject to the following:

1. The student will attend on a year-to-year basis. Approval for any one year is not authorization to attend a following year.
2. The student will be accepted only if there is sufficient room.
3. The student's parent(s)/guardian(s) will be charged the maximum amount of tuition as allowed by State law.
4. The student's parent(s)/guardian(s) will be responsible for transporting the student to and from school.

Tuition

Non-resident pupils attending the schools of the District for less than the school term shall have their tuition apportioned, however, pupils who become non-resident during a school term shall not be charged tuition for the remainder of the school term in which they become non-resident pupils.

For non-resident students who enroll before or during the first semester, an installment payment equal to one-half of the total tuition due shall be paid at the beginning of the first semester or at the time the non-resident student registers with the District. The remaining tuition amount shall be paid at the beginning of the second semester.

For non-resident students who enroll during the second semester, the total tuition amount for the remainder of the school year shall be paid at the time the student registers with the District.

Admission of Nonresident Students Pursuant to an Agreement or Order

Non-resident students may attend District schools pursuant to whenever any State or federal law or a court order mandates the acceptance of a non-resident student.

Homeless Children

Any homeless child shall be immediately admitted, even if the child or child's parent/guardian is unable to produce records normally required to establish residency. Board of Education policy 6:140, *Education of Homeless Children*, and its implementing administrative procedure, govern the enrollment of homeless children.

Challenging a Student's Residence Status

If the Superintendent or designee determines that a student attending school on a tuition-free basis is a non-resident of the District for whom tuition is required to be charged, he or she on behalf of the Board of Education shall notify the person who enrolled the student of the tuition amount that is due. The notice shall detail the specific reasons why the Board believes that the student is a nonresident of the District and shall be given by certified mail, return receipt requested. The person who enrolled the student may challenge this determination and request a hearing as provided by the School Code, [105 ILCS 5/10-20.12b](#).

Delayed Residency

It is the intent of the District to provide an opportunity for parent(s)/guardian(s) who are moving into the District during the first (60) school days of the school year to enroll their child(ren) at the beginning of the school year, even though residency will not be established by the first day of school. This policy does not create a tuition-paying system for student(s) who live outside the District, and is available only to those families that meet the conditions established herein.

Upon the Superintendent or designee's approval of the application of the parent(s)/guardian(s) of a non-resident student(s) who have taken steps indicating a desire and intention to move into the District, such parent(s)/guardian(s) may, upon fulfilling the requirements herein contained, be permitted to enroll the prospective student(s) in the District schools upon depositing with the Business Office an advance monetary guarantee amount as set forth herein.

To be eligible for enrollment, the parent(s)/guardian(s) must submit the following documentation to verify that the family reasonably expects to have established a

residence, within the District, into which they will be moving prior to the end of the first sixty (60) school days of the school year:

1a. Home purchase contract including set guaranteed confirmation for occupancy date that falls during the first sixty (60) school days of the school year, or;

1b. If new construction, the parent(s)/guardian(s) must also provide written verification from the contractor/builder regarding closing date of the purchase and transfer of title and occupancy that falls during the first sixty (60) school days of the school year, or;

1c. Executed rental agreement including verification date for beginning of the lease (must be before the end of the first sixty (60) school days and continuing to at least the end of the current school year; and

2. Written authority for the District to contact the representative of the Seller, Landlord, or Contractor/Builder who will be contacted for confirmation before any approval.

If the parent(s)/guardian(s) cannot submit proof that they will be moving into the District by the last day of the first sixty (60) school days, early entrance is not an option and will not be approved.

If the proposed early entrance is approved, the parent(s)/guardian(s) shall, for each enrolled child, submit to the District, in the form of a Cashier's Check or Credit Card Authorization Form, a guarantee deposit in the amount of one-third (1/3) of the yearly tuition charge per student, as documented in the District's most recent Annual Financial Report, applicable to the first sixty (60) school days, which will be deposited and held by the District until the end of the first sixty (60) school days. If a credit card is utilized for the deposit, a non-refundable 2% processing fee will be charged to the parent(s)/guardian(s). The parent(s)/guardian(s) will also sign an Agreement that the District will return the deposit, but not the processing fee, if the family permanently moves in to the designated residence within the first sixty (60) school days, but if residency is not established during that time, the deposit will be forfeited and the District will permanently retain the funds.

The continuation of the student(s) in the District for the second sixty (60) school days of the school year will be contingent upon the Superintendent or designee's approval of the documentation that the family will establish residency in the District during the second sixty (60) days of the school year and a deposit

of a similar Cashier's Check or Credit Card Authorization Form with the District, subject to similar conditions noted above, for one-third (1/3) of the yearly tuition charge per student, applicable to the second sixty (60) school days of the school year. If a credit card is utilized for the deposit, a non-refundable 2% processing fee will be charged to the parent(s)/guardian(s). The parents will sign an Agreement that the District will return the deposit, but not the processing fee, if the family permanently moves in within the second sixty (60) school days of the school year, but if the residency is not established during that time, the deposit will be forfeited and the District will permanently retain the funds.

The continuation of the student(s) in the District for the third sixty (60) school days of the school year will be subject to the same conditions as outlined for the first and second sixty (60) school days.

LEGAL REF.:

[42 U.S.C. §11431](#) *et seq.*, McKinney-Vento Homeless Assistance Act.

105 ILCS 5/10-20.12a, 5/10-20.12b, 5/10-22.5, ~~and 5/10-22.5a~~, [5/14-1.11](#), [5/14-1.11a](#), and [5/14-1.11b](#).

[105 ILCS 45/](#), Education for Homeless Children Act.

[105 ILCS 70/](#), Educational Opportunity for Military Children Act.

[23 Ill.Admin.Code §1.240](#).

Israel S. by Owens v. Bd. of Educ. of Oak Park and River Forest High Sch. Dist. 200, 235 Ill.App.3d 652 (5th Dist. 1992).

Joel R. v. Board of Education of Manheim School District 83, 292 Ill.App.3d 607 (1st Dist. 1997).

Kraut v. Rachford, 51 Ill.App.3d 206 (1st Dist. 1977).

CROSS REF.: 6:140 (Education of Homeless Children), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:70 (Attendance and Truancy)

Questions and Answers:

***Required Question 1. 105 ILCS 5/10-20.12a(a), amended by P.A. 103-111, allows boards to adopt a policy to waive nonresident tuition if the student is the child of a district employee. A *child* means a district employee's child who is a biological child, adopted child, foster child, stepchild, or a child for which the employee serves as legal guardian.

Does the board wish to accept requests from district employees for their nonresident children to attend school in the district on a tuition-free basis?

No. (Default)

Yes. (IASB will add the following paragraph after the numbered list: "For a nonresident student who is the child of a District employee, if the Superintendent approves the request for nonresident admission for the student, the tuition cost is waived pursuant to 105 ILCS 5/10-20.12a(a).")

PRESSPlus Comments

PRESSPlus 1. When special education services are provided, a student's resident district is determined by 105 ILCS 5/14-1.11 (when the resident district is the district in which the parent/guardian resides), 14-1.11a, amended by P.A. 102-514 (when the resident district is the district in which the student resides), and 14-1.11b (applying the provisions of 105 ILCS 5/14-1.11 and 14-1.11a to determine the resident district in all cases in which special education services and facilities are provided). **Issue 113, October 2023**

Document Status: Draft Update

STUDENTS

7:70 Attendance and Truancy

Compulsory School Attendance

This policy applies to individuals who have custody or control of a child: (a) between the ages of six (on or before September 1) and 17 years (unless the child has graduated from high school), or (b) who is enrolled in any of grades kindergarten through 12 in the public school regardless of age. Subject to specific requirements in State law, the following children are not required to attend public school: (1) any child attending a private school (including a home school) or parochial school, (2) any child who is physically or mentally unable to attend school (including a pregnant student suffering medical complications as certified by her physician), (3) any child lawfully and necessarily employed, (4) any child over 12 and under 14 years of age while in confirmation classes, (5) any child absent because of religious reasons, including to observe a religious holiday, for religious instruction, or because his or her religion forbids secular activity on a particular day(s) or time of day, and (6) any child 16 years of age or older who is employed and is enrolled in a graduation incentives program.

The parent/guardian of a student who is enrolled must authorize all absences from school and notify the school in advance or at the time of the student's absence. A valid cause for absence includes illness (including mental or behavioral health of the student), observance of a religious holiday, death in the immediate family, attendance at a civic event, family emergency, other situations beyond the control of the student as determined by the Board, other circumstances that cause reasonable concern to the parent/guardian for the student's mental, emotional, or physical health or safety, or other reason as approved by the Superintendent or designee. Students absent for a valid cause may make up missed homework and classwork assignments in a reasonable timeframe.

Absenteeism and Truancy Program

The Superintendent or designee shall manage an absenteeism and truancy program in accordance with the School Code and Board of Education policy. The program shall include but not be limited to:

1. A protocol for excusing a student from attendance who is necessarily and lawfully employed. The Superintendent or designee is authorized to determine when the student's absence is justified. A student may be excused, at the Superintendent or designee's discretion, when: (1) the student has a last period study hall, (2) the parent/guardian provides written permission, (3) the student's employer provides written verification of employment, (4) the student provides evidence of a valid work permit, or (5) other reason deemed justifiable by the Superintendent or designee.
2. A protocol for excusing a student in grades 6 through 12 from attendance to sound *Taps* at a military honors funeral held in Illinois for a deceased veteran.
3. A protocol for excusing a student from attendance on a particular day(s) or at a particular time of day when his/her parent/guardian is an active duty member of the uniformed services and has been called to duty for, is on leave from, or has immediately returned from deployment to a combat zone or combat-support postings.
4. A process to telephone, within two hours after the first class, the parents/guardians of students in

grade 8 or below who are absent without prior parent/guardian notification.

5. A process to identify and track students who are truants, chronic or habitual truants, or truant minors as defined in [105 ILCS 5/26-2a](#).
6. A description of diagnostic procedures for identifying the cause(s) of a student's unexcused absenteeism, including interviews with the student, his or her parent(s)/guardian(s), and staff members or other people who may have information about the reasons for the student's attendance problem.
7. The identification of supportive services that may be offered to truant, chronically truant, or chronically absent students, including parent-teacher conferences, student and/or family counseling, or information about community agency services. See Board policy 6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program*.
8. A process for the collection and review of chronic absence data and to:
 - a. Determine what systems of support and resources are needed to engage chronically absent students and their families, and
 - b. Encourage the habit of daily attendance and promote success.
9. Reasonable efforts to provide ongoing professional development to teachers, administrators, Board members, school resource officers, and staff on the appropriate and available supportive services for the promotion of student attendance and engagement.
10. A process to request the assistance and resources of outside agencies, such as, the juvenile officer of the local police department or the truant office of the appropriate Regional Office of Education, if truancy continues after supportive services have been offered.
11. A protocol for cooperating with non-District agencies including County or municipal authorities, the Regional Superintendent, truant officers, the Community Truancy Review Board, and a comprehensive community based youth service agency. Any disclosure of school student records must be consistent with Board policy 7:340, *Student Records*, as well as State and federal law concerning school student records.
12. An acknowledgement that out-of-school suspensions, expulsions, or court action, shall not be taken against a truant minor for his or her truancy unless available supportive services and other school resources have been provided to the student.
13. The criteria to determine whether a student's non-attendance is due to extraordinary circumstances shall include economic or medical necessity or family hardship and such other criteria that the Superintendent believes qualifies.
14. A process for a 17 year old resident to participate in the District's various programs and resources for truants. The student must provide documentation of his/her dropout status for the previous six months. A request from an individual 19 years of age or older to re-enroll after having dropped out of school is handled according to provisions in 7:50, *School Admissions and Student Transfers To and From Non-District Schools*.
15. A process for the temporary exclusion of a student 17 years of age or older for failing to meet minimum attendance standards according to provisions in State law. A parent/guardian has the right to appeal a decision to exclude a student.

Monitoring

Pursuant to State law and policy 2:240, *Board Policy Development*, the Board updates this policy at least once every two years. The Superintendent or designee shall assist the Board with its update.

LEGAL REF.:

105 ILCS 5/22-92 and 5/26-1 through 5/26-3, 5/26-5 through 5/26-16, and 5/26-18. [PRESSPlus1](#)

[705 ILCS 405/3-33.5](#), Juvenile Court Act of 1987.

[23 Ill.Admin.Code §§1.242](#) and [1.290](#).

CROSS REF.: 5:100 (Staff Development Program), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 6:150 (Home and Hospital Instruction), 7:10 (Equal Educational Opportunities), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:60 (Residence), 7:80 (Release Time for Religious Instruction/Observance), 7:190 (Student Behavior), 7:340 (Student Records)

Adopted: February 27, 2023

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated. **Issue 113, October 2023**

Document Status: Draft Update

STUDENTS

7:160 Student Appearance

A student's appearance, including dress and hygiene, must not disrupt the educational process or compromise standards of health and safety. The District does not prohibit hairstyles historically associated with race, ethnicity, hair texture, or any other protected classes under Board policy 7:10, *Equal Educational Opportunities*, including, but not limited to, protective hairstyles such as braids, locks, and twists. The District also does not prohibit the right of a student to wear or accessorize the student's graduation attire with items associated with the student's cultural, ethnic, or religious identity or other characteristic or category protected under the Ill. Human Rights Act, 775 ILCS 5/1-103(Q). [PRESSPlus1](#) Students who disrupt the educational process or compromise standards of health and safety must modify their appearance. Procedures for guiding student appearance will be developed by the Superintendent or designee and included in the *Student Handbook(s)*.

LEGAL REF.:

[105 ILCS 5/2-3.25](#) and [5/10-22.25b](#).

[Tinker v. Des Moines Indep. Sch. Dist.](#), 393 U.S. 503 (1969).

CROSS REF.: 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior)

Adopted: February 28, 2022

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/10-22.25b, amended by P.A. 103-463. 775 ILCS 5/1-103(Q), which is referenced in 105 ILCS 5/10-22.25b, prohibits unlawful discrimination based on a person's actual or perceived race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service. **Issue 113, October 2023**

Document Status: Draft Update

STUDENTS

7:190 Student Behavior

The goals and objectives of this policy are to provide effective discipline practices that: (1) ensure the safety and dignity of students and staff; (2) maintain a positive, weapons-free, and drug-free learning environment; (3) keep school property and the property of others secure; (4) address the causes of a student's misbehavior and provide opportunities for all individuals involved in an incident to participate in its resolution; and (5) teach students positive behavioral skills to become independent, self-disciplined citizens in the school community and society.

When and Where Conduct Rules Apply

A student is subject to disciplinary action for engaging in *prohibited student conduct*, as described in the section with that name below, whenever the student's conduct is reasonably related to school or school activities, including, but not limited to:

1. On school grounds at any time;
2. Off school grounds at a school-sponsored activity or event, or any activity or event that bears a reasonable relationship to school;
3. Traveling to or from school or a school activity, function, or event; or
4. Anywhere, if the conduct interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including, but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property.

Prohibited Student Conduct

The school administration is authorized to discipline students for gross disobedience or misconduct, including but not limited to:

1. Using, possessing, distributing, purchasing, or selling tobacco or nicotine materials, including without limitation, electronic cigarettes, smoking/vaping and materials.
2. Using, possessing, distributing, purchasing, or selling alcoholic beverages. Students who are under the influence of an alcoholic beverage are not permitted to attend school or school functions and are treated as though they had alcohol in their possession.
3. Using, possessing, distributing, purchasing, selling, or offering for sale:
 - a. Any illegal drug or controlled substance, or cannabis (including marijuana, hashish, and medical cannabis unless the student is authorized to be administered a medical cannabis infused product under *Ashley's Law*).
 - b. Any anabolic steroid unless it is being administered in accordance with a physician's or licensed practitioner's prescription.
 - c. Any performance-enhancing substance on the Illinois High School Association's most current banned substance list unless administered in accordance with a physician's or licensed practitioner's prescription.
 - d. Any prescription drug when not prescribed for the student by a physician or licensed practitioner, or when used in a manner inconsistent with the prescription or prescribing physician's or licensed practitioner's instructions. The use or possession of medical cannabis, even by a student for whom medical cannabis has been prescribed, is prohibited unless the student is authorized to be administered a medical cannabis infused product under *Ashley's Law*.
 - e. Any inhalant, regardless of whether it contains an illegal drug or controlled substance: (a) that a student believes is, or represents to be capable of, causing intoxication, hallucination, excitement, or dulling of the brain or nervous system; or (b) about which the student engaged in behavior that would lead a reasonable person to believe that the student intended the inhalant to cause intoxication, hallucination, excitement, or dulling of the brain or nervous system. The prohibition in this section does not apply to a student's use of asthma or other legally prescribed inhalant medications.
 - f. Any substance inhaled, injected, smoked, consumed, or otherwise ingested or absorbed with the intention of causing a physiological or psychological change in the body, including without limitation, pure caffeine in tablet or powdered form.
 - g. *Look-alike* or counterfeit drugs, including a substance that is not prohibited by this policy, but one: (a) that a student believes to be, or

represents to be, an illegal drug, controlled substance, or other substance that is prohibited by this policy; or (b) about which a student engaged in behavior that would lead a reasonable person to believe that the student expressly or impliedly represented to be an illegal drug, controlled substance, or other substance that is prohibited by this policy.

- h. Drug paraphernalia, including devices that are or can be used to: (a) ingest, inhale, or inject cannabis or controlled substances into the body; and (b) grow, process, store, or conceal cannabis or controlled substances.

Students who are under the influence of any prohibited substance are not permitted to attend school or school functions and are treated as though they had the prohibited substance, as applicable, in their possession.

4. Using, possessing, controlling, or transferring a *weapon* as that term is defined in the **Weapons** section of this policy, or violating the **Weapons** section of this policy.
5. Using or possessing a cellular telephone, electronic signaling device, two-way radio, video recording device, and/or other telecommunication device, unless authorized and approved by the Building Principal or designee.
6. Possession of, use, control or transfer of any explosive or incendiary device, including fireworks. This includes any component of an explosive or incendiary device, e.g. schematics or other drawings, ignition agent(s), container(s), wiring, etc., when it is reasonably determined that the component was intended to be used as part of an explosive or incendiary device.
7. Using or possessing a laser pointer unless under a staff member's direct supervision and in the context of instruction.
8. Disobeying rules of student conduct or directives from staff members or school officials. Examples of disobeying staff directives include refusing a District staff member's request to stop, present school identification, or submit to a search.
9. Engaging in academic dishonesty, including cheating, intentionally plagiarizing, using a writing service and/or generative artificial intelligence technology in place of original work unless specifically authorized by staff, [PRESSPlus1](#) wrongfully giving or receiving help during an academic examination, altering report cards, and wrongfully obtaining test copies or scores.
10. Engaging in hazing or any kind of bullying or aggressive behavior that does

physical or psychological harm to a staff person or another student, or urging other students to engage in such conduct. Prohibited conduct specifically includes, without limitation, any use of violence, intimidation, force, noise, coercion, threats, stalking, harassment, sexual harassment, public humiliation, theft or destruction of property, retaliation, hazing, bullying, bullying using a school computer or a school computer network, or other comparable conduct.

11. Engaging in any sexual activity, including without limitation, offensive touching, sexual harassment, indecent exposure (including mooning), and sexual assault. This does not include the non-disruptive: (a) expression of gender or sexual orientation or preference, or (b) display of affection during non-instructional time.
12. Teen dating violence, as described in Board policy 7:185, *Teen Dating Violence Prohibited*.
13. Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person's personal property.
14. Entering school property or a school facility without proper authorization.
15. In the absence of a reasonable belief that an emergency exists, calling emergency responders (such as calling 911); signaling or setting off alarms or signals indicating the presence of an emergency; or indicating the presence of a bomb or explosive device on school grounds, school bus, or at any school activity.
16. Being absent without a recognized excuse; State law and Board of Education policy regarding truancy control will be used with chronic and habitual truants.
17. Being involved with any public school fraternity, sorority, or secret society, by: (a) being a member; (b) promising to join; (c) pledging to become a member; or (d) soliciting any other person to join, promise to join, or be pledged to become a member.
18. Being involved in gangs or gang-related activities, including displaying gang symbols or paraphernalia.
19. Violating any criminal law, including but not limited to, assault, battery, arson, theft, gambling, eavesdropping, vandalism, and hazing.
20. Making an explicit threat on an Internet website against a school employee, a student, or any school-related personnel if the Internet website through which the threat was made is a site that was accessible within the school at the time the threat was made or was available to third parties who worked or studied within the school grounds at the time the threat was made, and the threat could be reasonably interpreted as threatening to the

safety and security of the threatened individual because of his or her duties or employment status or status as a student inside the school.

21. Operating an unmanned aircraft system (UAS) or drone for any purpose on school grounds or at any school event unless granted permission by the Superintendent or designee.
22. Engaging in any activity, on or off campus, that interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property.

For purposes of this policy, the term *possession* includes having control, custody, or care, currently or in the past, of an object or substance, including situations in which the item is: (a) on the student's person; (b) contained in another item belonging to, or under the control of, the student, such as in the student's clothing, backpack, or automobile; (c) in a school's student locker, desk, or other school property; or (d) at any location on school property or at a school-sponsored event.

Efforts, including the use of positive interventions and supports, shall be made to deter students, while at school or a school-related event, from engaging in aggressive behavior that may reasonably produce physical or psychological harm to someone else. The Superintendent or designee shall ensure that the parent/guardian of a student who engages in aggressive behavior is notified of the incident. The failure to provide such notification does not limit the Board's authority to impose discipline, including suspension or expulsion, for such behavior.

No disciplinary action shall be taken against any student that is based totally or in part on the refusal of the student's parent/guardian to administer or consent to the administration of psychotropic or psychostimulant medication to the student.

Disciplinary Measures

School officials shall limit the number and duration of expulsions and out-of-school suspensions to the greatest extent practicable, and, where practicable and reasonable, shall consider forms of non-exclusionary discipline before using out-of-school suspensions or expulsions. School personnel shall not advise or encourage students to drop out voluntarily due to behavioral or academic difficulties. Potential disciplinary measures include, without limitation, any of the

following:

1. Notifying parent(s)/guardian(s).
2. Disciplinary conference.
3. Withholding of privileges.
4. Temporary removal from the classroom.
5. Return of property or restitution for lost, stolen, or damaged property.
6. In-school suspension. The Building Principal or designee shall ensure that the student is properly supervised.
7. After-school study or Saturday study provided the student's parent/guardian has been notified. If transportation arrangements cannot be agreed upon, an alternative disciplinary measure must be used. The student must be supervised by the detaining teacher or the Building Principal or designee.
8. Community service with local public and nonprofit agencies that enhances community efforts to meet human, educational, environmental, or public safety needs. The District will not provide transportation. School administration shall use this option only as an alternative to another disciplinary measure, giving the student and/or parent/guardian the choice.
9. Seizure of contraband; confiscation and temporary retention of personal property that was used to violate this policy or school disciplinary rules.
10. Suspension of bus riding privileges in accordance with Board policy 7:220, *Bus Conduct*.
11. In school suspension and all school activities in accordance with Board Policy 7:200, *Suspension Procedures*. A student who has been suspended may also be restricted from school activities.
12. Out-of-school suspension from school and all school activities in accordance with Board policy 7:200, *Suspension Procedures*. A student who has been suspended may also be restricted from being on school grounds and at school activities.
13. Expulsion from school and all school activities for a definite time period not to exceed two calendar years in accordance with Board policy 7:210, *Expulsion Procedures*. A student who has been expelled may also be restricted from being on school grounds and at school activities.
14. Transfer to an alternative program if the student is expelled or otherwise qualifies for the transfer under State law. The transfer shall be in the manner provided in [Article 13A](#) or [13B of the School Code](#).
15. Notifying juvenile authorities or other law enforcement whenever the

conduct involves criminal activity, including but not limited to, illegal drugs (controlled substances), *look-alikes*, alcohol, or weapons or in other circumstances as authorized by the reciprocal reporting agreement between the District and local law enforcement agencies.

The above list of disciplinary measures is a range of options that will not always be applicable in every case. In some circumstances, it may not be possible to avoid suspending or expelling a student because behavioral interventions, other than a suspension and expulsion, will not be appropriate and available, and the only reasonable and practical way to resolve the threat and/or address the disruption is a suspension or expulsion. Students enrolled in the District's State-funded preschool program(s) may be temporarily removed or transitioned to a new program in accordance with federal and State law. State law prohibits the expulsion of students from the program(s).

Corporal punishment is prohibited. Corporal punishment is defined as slapping, paddling, or prolonged maintenance of students in physically painful positions, or intentional infliction of bodily harm. Corporal punishment does not include reasonable force as needed to maintain safety for students, staff, or other persons, or for the purpose of self-defense or defense of property.

Isolated Time Out, Time Out, and Physical Restraint

Disciplinary measures of isolated time out, time out, or physical restraint are only authorized for use as permitted in [105 ILCS 5/10-20.33](#), State Board of Education rules ([23 Ill.Admin.Code §§ 1.280, 1.285](#)), and the District's procedure(s).

School staff members are prohibited from using profane, derogatory or disrespectful language when disciplining a student. Staff members are prohibited from projecting a bullying-type application of the staff's authority.

Weapons

A student who is determined to have brought one of the following objects to school, any school-sponsored activity or event, or any activity or event that bears a reasonable relationship to school shall be expelled for a period of at least one calendar year but not more than two calendar years:

1. A firearm, meaning any gun, rifle, shotgun, or weapon as defined by Section 921 of Title 18 of the United States Code ([18 U.S.C. § 921](#)), firearm as defined in Section 1.1 of the Firearm Owners Identification Card Act ([430 ILCS 65/](#)), or firearm as defined in Section 24-1 of the Criminal

Code of ~~1961~~2012 ([720 ILCS 5/24-1](#)).

2. Any explosive or incendiary device, including fireworks. This includes any component of an explosive or incendiary device, e.g., schematics or other drawings, ignition agent(s), container(s), wiring, etc. when it is reasonably determined that the component was intended to be used as part of an explosive or incendiary device.
3. A knife, brass knuckles, or other knuckle weapon regardless of its composition, a billy club, or any other object if used or attempted to be used to cause bodily harm, including *look-alikes* of any firearm as defined above.

The expulsion requirement under either paragraph 1 or 2 above may be modified by the Superintendent, and the Superintendent's determination may be modified by the Board on a case-by-case basis. The Superintendent or designee may grant an exception to this policy, upon the prior request of an adult supervisor, for students in theatre, cooking, ROTC, martial arts, and similar programs, whether or not school-sponsored, provided the item is not equipped, nor intended, to do bodily harm.

This policy's prohibitions concerning weapons apply regardless of whether: (1) a student is licensed to carry a concealed firearm, or (2) the Board permits visitors, who are licensed to carry a concealed firearm, to store a firearm in a locked vehicle in a school parking area.

Re-Engagement of Returning Students

The Superintendent or designee shall maintain a process to facilitate the re-engagement of students who are returning from an out-of-school suspension, expulsion, or an alternative school setting. The goal of re-engagement shall be to support the student's ability to be successful in school following a period of exclusionary discipline and shall include the opportunity for students who have been suspended to complete or make up work for equivalent academic credit.

Required Notices [PRESSPlus2](#)

A school staff member shall immediately notify the office of the Building Principal in the event that he or she: (1) observes any person in possession of a firearm on or around school grounds; however, such action may be delayed if immediate notice would endanger students under his or her supervision, (2) observes or has reason to suspect that any person on school grounds is or was involved in a drug-related incident, or (3) observes a battery committed against any staff member or is subject to a battery. ~~Upon receiving such a report, the~~

Building Principal or designee shall immediately notify the local law enforcement agency, Ill. State Police (ISP), and any involved student's parent/guardian.

School grounds includes modes of transportation to school activities and any public way within 1000 feet of the school, as well as school property itself.

Upon receiving ~~such~~ a report of (1), above, the Building Principal or designee shall immediately notify ~~the~~ local law enforcement. In addition, upon receiving a report on any of the above (1)-(3), the Building Principal or designee shall notify the Superintendent or designee ~~agency, Ill. State Police (ISP),~~ and any involved student's parent/guardian.[Q1](#)

Upon receiving a report on any of the above (1)-(3), the Superintendent or designee shall immediately notify local law enforcement. The Superintendent or designee shall also report incidents involving battery against staff members to the Ill. State Board of Education through its web-based School Incident Reporting System as they occur during the year and no later than August 1 for the preceding school year.[PRESSPlus3](#)

Delegation of Authority

Each teacher, and any other school personnel when students are under his or her charge, is authorized to impose any disciplinary measure, other than suspension, expulsion, corporal punishment, or in-school suspension, that is appropriate and in accordance with the policies and rules on student discipline. Teachers, other certificated [licensed] educational employees, and other persons providing a related service for or with respect to a student, may use reasonable force as needed to maintain safety for other students, school personnel, or other persons, or for the purpose of self-defense or defense of property. Teachers may temporarily remove students from a classroom for disruptive behavior.

The Superintendent or designee, Building Principal, Assistant Building Principal, or Dean of Students is authorized to impose the same disciplinary measures as teachers and may suspend students guilty of gross disobedience or misconduct from school (including all school functions) and from riding the school bus, up to 10 consecutive school days, provided the appropriate procedures are followed. The Board may suspend a student from riding the bus in excess of 10 school days for safety reasons.

Student Handbook

The Superintendent or designee, with input from the parent-teacher advisory

committee, shall prepare disciplinary rules implementing the District's disciplinary policies. These disciplinary rules shall be presented annually to the Board for its review and approval.

A student handbook, including the District disciplinary policies and rules, shall be distributed to the students' parents/guardians within 15 days of the beginning of the school year or a student's enrollment.

Incorporated

by Reference: 7:190-AP4, (Use of Isolated Time Out, Time Out, and Physical Restraint)

LEGAL REF.:

20 U.S.C. § ~~608797~~1, Pro-Children Act of ~~2004~~1994.

[20 U.S.C. §7961](#) *et seq.*, Gun Free Schools Act.

[105 ILCS 5/10-20.5b](#), [5/10-20.14](#), [5/10-20.28](#), [5/10-20.36](#), [5/10-21.7](#), [5/10-21.10](#), [5/10-22.6](#), [5/10-27.1A](#), [5/10-27.1B](#), [5/22-33](#), [5/24-24](#), [5/26-12](#), [5/27-23.7](#), and [5/31-3](#).

[105 ILCS 110/3.10](#), Critical Health Problems and Comprehensive Health Education Act.

[410 ILCS 130/](#), Compassionate Use of Medical Cannabis Pilot Program.

[410 ILCS 647/](#), Powdered Caffeine Control and Education Act.

[430 ILCS 66/](#), Firearm Concealed Carry Act.

[23 Ill.Admin.Code §§ 1.280, 1.285](#).

CROSS REF.: 2:150 (Committees), 2:240 (Board Policy Development), 5:230 (Maintaining Student Discipline), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 7:70 (Attendance and Truancy), 7:130 (Student Rights and Responsibilities), 7:140 (Search and Seizure), 7:150 (Agency and Police Interviews), 7:160 (Student Appearance), 7:170 (Vandalism), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:200 (Suspension Procedures), 7:210 (Expulsion Procedures), 7:220 (Bus Conduct), 7:230

(Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:270 (Administering Medicines to Students), 7:310 (Restrictions on Publications; Elementary Schools), 7:315 (Restrictions on Publications; High Schools), 8:30 (Visitors to and Conduct on School Property)

Questions and Answers:

***Required Question 1. The building principal must notify the student's parent/guardian only when the alleged offense is firearm possession. 105 ILCS 5/27.1A(b). The policy expands this notification duty to include drug-related incidents and battery of a staff member.

Would the board like to expand the notification duty, or align it with 105 ILCS 5/27.1A(b)?

- ◉ Expand the notification duty to include drug-related incidents and battery of a staff member. (Default)
 - Align notification duty to 105 ILCS 5/27.1A(b). (IASB will amend the second sentence as follows: "In addition, upon receiving a report on any of the above (1)-(3), the Building Principal or designee shall notify the Superintendent or designee and, if a student is reportedly in possession of a firearm, also any involved student's parent/guardian.")
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PRESSPlus Comments

PRESSPlus 1. Optional. Generative artificial intelligence (AI) is a broad label used to describe any AI system that generates, with varying levels of autonomy, content such as complex text, images, audio, or video. When not used for academic dishonesty purposes, generative AI tools may present innovative learning opportunities for students and teaching opportunities for educators. For further information, see the International Society for Technology in Education webpage on AI exploration for educators at: www.iste.org/areas-of-focus/AI-in-education. **Issue 113, October 2023**

PRESSPlus 2. This subhead is updated to align with subsection **J. Required Notices** in sample administrative procedure 4:170-AP1, *Comprehensive Safety*

and Security Plan. Issue 113, October 2023

PRESSPlus 3. Updated in response to 105 ILCS 5/10-27.1A(c), amended by P.A. 103-34, 5/10-27.1B(b), and 5/10-21.7, amended by P.A. 102-894. To satisfy the reporting requirement, ISBE created the School Incident Reporting System (SIRS), a web-based application on IWAS for schools to report incidents electronically. See subhead **J. Required Notices** of sample administrative procedure 4:170-AP1, *Comprehensive Safety and Security Plan*, available at PRESS Online by logging in at www.iasb.com. Reporting on SIRS does not satisfy the requirement to report incidents to local law enforcement authorities. **Issue 113, October 2023**

Document Status: District Use Only

STUDENTS

7:270 Administering Medicines to Students

Students should not take medication during school hours or during school-related activities unless it is necessary for a student's health and well-being. When a student's licensed health care provider and parent/guardian believe that it is necessary for the student to take a medication during school hours or school-related activities, the parent/guardian must request that the school dispense the medication to the child and otherwise follow the District's procedures on dispensing medication.

No School District employee shall administer to any student, or supervise a student's self-administration of, any prescription or non-prescription medication until a completed and signed *School Medication Authorization Form (SMA Form)* is submitted by the student's parent/guardian. No student shall possess or consume any prescription or non-prescription medication on school grounds or at a school-related function other than as provided for in this policy and its implementing procedures.

Nothing in this policy shall prohibit any school employee from providing emergency assistance to students, including administering medication.

The Building Principal shall include this policy in the Student Handbook and shall provide a copy to the parents/guardians of students.

Self-Administration of Medication

A student may possess and self-administer an epinephrine injector, e.g., EpiPen®, and/or asthma medication prescribed for use at the student's discretion, provided the student's parent/guardian has completed and signed an *SMA Form*. The Superintendent or designee will ensure an Emergency Action Plan is developed for each self-administering student.

A student may self-administer medication required under a *qualifying plan*, provided the student's parent/guardian has completed and signed an *SMA*

Form. A qualifying plan means: (1) an asthma action plan, (2) an Individual Health Care Action Plan, (3) an allergy emergency action plan^{III. Food Allergy Emergency Action Plan and Treatment Authorization Form}, [PRESSPlus1](#) (4) a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973, or (5) a plan pursuant to the federal Individuals with Disabilities Education Act.

The District shall incur no liability, except for willful and wanton conduct, as a result of any injury arising from a student's self-administration of medication, including asthma medication or epinephrine injectors, or medication required under a qualifying plan. A student's parent/guardian must indemnify and hold harmless the District and its employees and agents, against any claims, except a claim based on willful and wanton conduct, arising out of a student's self-administration of an epinephrine injector, asthma medication, and/or a medication required under a qualifying plan.

School District Supply of Undesignated Asthma Medication

The Superintendent or designee shall implement 105 ILCS 5/22-30(f) and maintain a supply of undesignated asthma medication in the name of the District and provide or administer them as necessary according to State law. Undesignated asthma medication means an asthma medication prescribed in the name of the District or one of its schools. A school nurse or trained personnel, as defined in State law, [1] may administer an undesignated asthma medication to a person when they, in good faith, believe a person is having respiratory distress. Respiratory distress may be characterized as mild-to-moderate or severe. [2] Each building administrator and/or his or her corresponding school nurse shall maintain the names of trained personnel who have received a statement of certification pursuant to State law.

[1] 105 ILCS 5/22-30(a) defines trained personnel as any school employee or volunteer personnel authorized in Sections 10-22.34, 10-22.34a, and 10-22.34b of the School Code who has completed training required by 105 ILCS 5/22-30(g), to recognize and respond to anaphylaxis, an opioid overdose, or respiratory distress. 105 ILCS 5/22-30(a).

The III. State Board of Education (ISBE) must develop the training curriculum for trained personnel, and it may be conducted online or in person. Id. at (h), amended by P.A. 102-413, and 23 Ill.Admin.Code §1.540(e)(3). 105 ILCS 5/22-30(h-5), 5/22-30(h), amended by P.A. 102-413, and 5/22-30(h-10), and 23 Ill.Admin.Code §1.540(e) list the training curriculum requirements to recognize and respond to an opioid overdose, an allergic reaction, including anaphylaxis,

and respiratory distress, respectively. See training resources, at: www.isbe.net/Pages/School-Nursing.aspx.

[2] 105 ILCS 5/22-30(a). Respiratory distress means the perceived or actual presence of wheezing, coughing, shortness of breath, chest tightness, breathing difficulty, or any other symptoms consistent with asthma. Id.

School District Supply of Undesignated Epinephrine Injectors

The Superintendent or designee shall implement [105 ILCS 5/22-30\(f\)](#) and maintain a supply of undesignated epinephrine injectors in the name of the District and provide or administer them as necessary according to State law. *Undesignated epinephrine injector* means an epinephrine injector prescribed in the name of the District or one of its schools. A school nurse or trained personnel, as defined in State law, may administer an undesignated epinephrine injector to a person when they, in good faith, believe a person is having an anaphylactic reaction. Each building administrator and/or his or her corresponding school nurse shall maintain the names of trained personnel who have received a statement of certification pursuant to State law.

School District Supply of Undesignated Opioid Antagonists

The Superintendent or designee shall implement [105 ILCS 5/22-30\(f\)](#) ^{PRESSPlus2} and maintain a supply of undesignated opioid antagonists ~~in the name of the District~~ and provide or administer them as necessary according to State law. *Opioid antagonist* means a drug that binds to opioid receptors and blocks or inhibits the effect of opioids acting on those receptors, including, but not limited to, naloxone hydrochloride or any other similarly acting drug approved by the U.S. Food and Drug Administration. *Undesignated opioid antagonist* is not defined by the School Code; for purposes of this policy it means an opioid antagonist prescribed in the name of the District or one of its schools or obtained by the District without a prescription. A school nurse or trained personnel, as defined in State law, may administer an undesignated opioid antagonist to a person when they, in good faith, believe a person is having an opioid overdose. Each building administrator and/or his or her corresponding school nurse shall maintain the names of trained personnel who have received a statement of certification pursuant to State law. See the website for the Ill. Dept. of Human Services for information about opioid prevention, abuse, public awareness, and a toll-free number to provide information and referral services for persons with questions concerning substance abuse treatment.

School District Supply of Undesignated Oxygen Tanks ^{Q1}

In schools where the District maintains special educational facilities, the Superintendent or designee shall implement 105 ILCS 5/22-30(f) and maintain a supply of undesignated oxygen tanks in the name of the District and provide or administer them as necessary. The supply shall be maintained in accordance with manufacturer instructions and local fire department rules

Administration of Medical Cannabis

The Compassionate Use of Medical Cannabis Program Act allows a *medical cannabis infused product* to be administered to a student by one or more of the following individuals:

1. A parent/guardian of a student who is a minor who registers with the Ill. Dept. of Public Health (IDPH) as a *designated caregiver* to administer medical cannabis to their child. A designated caregiver may also be another individual other than the student's parent/guardian. Any designated caregiver must be at least 21 years old and is allowed to administer a *medical cannabis infused product* to a child who is a student on the premises of his or her school or on his or her school bus if:
 - a. Both the student and the designated caregiver possess valid registry identification cards issued by IDPH;
 - b. Copies of the registry identification cards are provided to the District;
 - c. That student's parent/guardian completed, signed, and submitted a *School Medication Authorization Form - Medical Cannabis*; and
 - d. After administering the product to the student, the designated caregiver immediately removes it from school premises or the school bus.
2. A properly trained school nurse or administrator, who shall be allowed to administer the *medical cannabis infused product* to the student on the premises of the child's school, at a school-sponsored activity, or before/after normal school activities, including while the student is in before-school or after-school care on school-operated property or while being transported on a school bus.
3. The student him or herself when the self-administration takes place under the direct supervision of a school nurse or administrator.

Medical cannabis infused product (product) includes oils, ointments, foods, and other products that contain usable cannabis but are not smoked or vaped. Smoking and/or vaping medical cannabis is prohibited.

The product may not be administered in a manner that, in the opinion of the District or school, would create a disruption to the educational environment or cause exposure of the product to other students. A school employee shall not be required to administer the product.

Discipline of a student for being administered a product by a designated caregiver, or by a school nurse or administrator, or who self-administers a product under the direct supervision of a school nurse or administrator pursuant to this policy is prohibited. The District may not deny a student attendance at a school solely because he or she requires administration of the product during school hours.

Void Policy

The School District Supply of Undesignated Asthma Medication section of the policy is void whenever the Superintendent or designee is, for whatever reason, unable to: (1) obtain for the District a prescription for undesignated asthma medication from a physician or advanced practice nurse licensed to practice medicine in all its branches, or (2) fill the District's prescription for undesignated school asthma medication.

The **School District Supply of Undesignated Epinephrine Injectors** section of the policy is void whenever the Superintendent or designee is, for whatever reason, unable to: (1) obtain for the District a prescription for undesignated epinephrine injectors from a physician or advanced practice nurse licensed to practice medicine in all its branches, or (2) fill the District's prescription for undesignated school epinephrine injectors.

The **School District Supply of Undesignated Opioid Antagonists** section of the policy is void whenever the Superintendent or designee is, for whatever reason, unable to: (1) obtain a supply of opioid antagonists due to a shortage, in which case the District shall make reasonable efforts to maintain a supply, for the District a prescription for opioid antagonists from a health care professional who has been delegated prescriptive authority for opioid antagonists in accordance with Section 5-23 of the Substance Use Disorder Act, or (2) fill the District's prescription for undesignated school opioid antagonists.

The School District Supply of Undesignated Oxygen Tanks section of the policy is void whenever the Superintendent or designee is, for whatever reason, unable to: (1) obtain for the District a prescription for oxygen tanks from a qualifying prescriber, [PRESSPlus3](#) or (2) fill the District's prescription for undesignated oxygen tanks.

The ***Designated Caregiver Administration of Medical Cannabis*** section of the policy is void and the District reserves the right not to implement it if the District or school is in danger of losing federal funding.

Administration of Undesignated Medication

Upon any administration of an undesignated medication permitted by State law, the Superintendent or designee(s) must ensure all notifications required by State law and administrative procedures occur.

Undesignated Medication Disclaimers

Upon implementation of this policy, the protections from liability and hold harmless provisions applicable under State law apply.

No one, including without limitation, parents/guardians of students, should rely on the District for the availability of undesignated medication. This policy does not guarantee the availability of undesignated medications. Students and their parents/guardians should consult their own physician regarding these medication(s).

Herbal/non-FDA Approved Medication

The registered nurse in charge of administering medications to students will not be legally mandated to administer non-FDA approved supplements including vitamins, minerals and or herbal remedies or preparations due to lack of regulatory supervision in manufacturing of such preparations.

LEGAL REF.:

[105 ILCS 5/10-20.14b](#), [5/10-22.21b](#), [5/22-30](#), and [5/22-33](#).

[410 ILCS 130/](#), Compassionate Use of Medical Cannabis Program Act.

[720 ILCS 550/](#), Cannabis Control Act.

[23 Ill.Admin.Code §1.540](#).

CROSS REF.: 7:285 (Anaphylaxis Prevention, Response, and Management Program)

Questions and Answers:

***Required Question 1. 105 ILCS 5/22-30(f), amended by P.A. 103-196, eff. 1-1-24, permits a district maintaining special educational facilities to maintain a supply of undesignated oxygen tanks in a secure location that is accessible before, during, and after school where a person with developmental disabilities is most at risk, including, but not limited to classrooms and lunchrooms. *Special educational facility* is not specifically defined in 105 ILCS 5/14-4.01; consult the board attorney for advice regarding this term and if it is limited to separate buildings, self-contained classrooms, and/or programs attended solely by students with disabilities. For example, this option may not be available if a district utilizes a special education cooperative for all of its special education programming. There is a reference to *special education facilities* in 105 ILCS 5/14-12.01, which may provide some guidance; it addresses reimbursement for the construction and maintenance of “special education facilities designed and utilized to house instructional program, diagnostic services” and “other special education services for children with disabilities.” 105 ILCS 22-30(f), amended by P.A. 103-196, eff. 1-1-24, does not specify who can administer undesignated oxygen, nor does it specify any training requirements for its use in schools. To minimize potential liability and ensure proper administration, a best practice is to restrict who can administer undesignated oxygen to school nurses and other school personnel who have received appropriate training on the emergency use and storage of oxygen. See sample administrative procedure 7:270-AP2, *Checklist for District Supply of Undesignated Medication(s)*, available at PRESS Online by logging in at www.iasb.com.

Consult the board attorney about the consequences of informing the community that the district will obtain a prescription for a supply of undesignated oxygen tanks and implement a plan for their use, and then not doing it, as doing so may be fraught with legal liabilities. Also fraught with legal liabilities is if the district provides them, but does not have them accessible before, during, and after school where a person with development disabilities is most at risk as required by 105 ILCS 5/22-30(f), amended by P.A. 103-196, eff. 1-1-24. See *In re Estate of Stewart*, 406 Ill.Dec. 345 (2nd Dist. 2016)(denying tort immunity to district, finding its response to a student’s asthma attack was *willful* and *wanton* (which district disputed as a possible heart attack)); *In re Estate of Stewart*, 412 Ill.Dec. 914 (Ill. 2017)(school district’s appeal denied).

Does the district maintain special educational facilities for children with disabilities under 105 ILCS 5/14-4.01?

⦿ No. (IASB will delete the subhead regarding School District Supply of

Undesignated Oxygen Tanks.)

○ Yes. If yes, does the board want the district to maintain a supply of undesignated oxygen tanks in the name of the District and provide or administer them as necessary? Type "yes" or "no." If no, IASB will delete the subhead regarding School District Supply of Undesignated Oxygen Tanks.):

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/10-22.21b and 105 ILCS 5/22-30, amended by P.A. 103-175, replacing the retired *Illinois Food Allergy Emergency Action Plan and Treatment Authorization Form* with allergy emergency action plan in the School Code provisions regarding administration of medication to students. **Issue 113, October 2023**

PRESSPlus 2. Required by 105 ILCS 5/22-30(f), amended by P.A. 103-348, eff. 1-1-24. In the case of a shortage of opioid antagonists, a district must make reasonable efforts to maintain a supply. At least one opioid antagonist, a naloxone nasal spray, has been approved by the U.S. Federal Food and Drug Administration for over-the-counter, nonprescription use. A district must obtain a prescription for a supply of opioid antagonists from a *health care professional* with prescriptive authority under the Substance Use Disorder Act, 20 ILCS 301/5-23, unless it is able to secure a supply without a prescription. *Health care professional* means a physician licensed to practice medicine in all its branches, a licensed physician assistant with prescriptive authority, a licensed advanced practice registered nurse with prescriptive authority, or an advanced practice registered nurse who practices in a hospital or ambulatory surgical treatment center and possesses appropriate clinical privileges in accordance with the Nurse Practice Act, 20 ILCS 301/5-23(d)(4). **Issue 113, October 2023**

PRESSPlus 3. 105 ILCS 22-30(f), amended by P.A. 103-196, eff. 1-1-24, provides that a physician, a physician assistant who has prescriptive authority under the Physician Assistant Practice Act of 1987 (225 ILCS 95/7.5), or an advanced practice registered nurse who has prescriptive authority under the Nurse Practice Act (225 ILCS 65-40) may prescribe undesignated oxygen tanks in the name of the district to be maintained for use when necessary. **Issue 113, October 2023**

Document Status: Draft Update

STUDENTS

7:285 Anaphylaxis Prevention, Response, and Management Program

School attendance may increase a student's risk of exposure to allergens that could trigger anaphylaxis. Students at risk for anaphylaxis benefit from a Board of Education policy that coordinates a planned response in the event of an anaphylactic emergency. Anaphylaxis is a severe systemic allergic reaction from exposure to allergens that is rapid in onset and can cause death. Common allergens include animal dander, fish, latex, milk, shellfish, tree nuts, eggs, insect venom, medications, peanuts, soy, and wheat. A severe allergic reaction usually occurs quickly; death has been reported to occur within minutes. An anaphylactic reaction can also occur up to one to two hours after exposure to the allergen.

While it is not possible for the District to completely eliminate the risks of an anaphylactic emergency when a student is at school, an Anaphylaxis Prevention, Response, and Management Program using a cooperative effort among students' families, staff members, students, health care providers, emergency medical services, and the community helps the District reduce these risks and provide accommodations and proper treatment for anaphylactic reactions.

The Superintendent or designee shall develop and implement an Anaphylaxis Prevention, Response, and Management Program for the prevention and treatment of anaphylaxis that:

1. Fully implements the Ill. State Board of Education (ISBE)'s model policy required by the School Code that: (a) relates to the care and response to a person having an anaphylaxis reaction, (b) addresses the use of epinephrine in a school setting, (c) provides a full food allergy and prevention of allergen exposure plan, and (d) aligns with [105 ILCS 5/22-30](#) and [23 Ill.Admin.Code §1.540](#).
2. Ensures staff members receive appropriate training, including: (a) an in-service training program for staff who work with students that is conducted by a person with expertise in anaphylactic reactions and management, and (b) training required by law for those staff members acting as *trained personnel*, as provided in [105 ILCS 5/22-30](#) and [23 Ill.Admin.Code §1.540](#).
3. Implements and maintains a supply of undesignated epinephrine in the name of the District, in accordance with policy 7:270, *Administering Medicines to Students*.
4. Follows and references the applicable best practices specific to the District's needs in the Centers for Disease Control and Prevention's *Voluntary Guidelines for Managing Food Allergies in Schools and Early Care and Education Programs* and the *National Association of School Nurses Allergies and Anaphylaxis Resources/Checklists*.
5. Provides annual notice to the parents/guardians of all students to make them aware of this policy.
6. Complies with State and federal law and is in alignment with Board policies.

Monitoring

Pursuant to State law and policy 2:240, *Board Policy Development*, the Board reviews and makes any necessary updates to this policy at least once every three years. The Superintendent or designee

shall assist the Board with its review and any necessary updates.

LEGAL REF.:

105 ILCS 5/2-3.190, 5/10-22.39(e), and 5/22-30. [PRESSPlus1](#)

[23 Ill.Admin.Code §1.540.](#)

Anaphylaxis Response Policy for Illinois Schools, published by ISBE.

CROSS REF.: 4:110 (Transportation), 4:120 (Food Services), 4:170 (Safety), 5:100 (Staff Development Program), 6:120 (Education of Children with Disabilities), 6:240 (Field Trips and Recreational Class Trips), 7:180 (Prevention of and Response to Bullying, Intimidation and Harassment), 7:250 (Student Support Services), 7:270 (Administering Medicines to Students), 8:100 (Relations with Other Organizations and Agencies)

Adopted: January 23, 2023

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated in response to 105 ILCS 5/10-22.39, amended by P.A. 103-542, eff. 1-1-24 and operative 7-1-24, streamlining training requirements for staff members who work with students. **Issue 113, October 2023**

Document Status: Draft Update

STUDENTS

7:290 Suicide and Depression Awareness and Prevention

Youth suicide impacts the safety of the school environment. It also affects the school community, diminishing the ability of surviving students to learn and the school's ability to educate. Suicide and depression awareness and prevention are important Board goals.

Suicide and Depression Awareness and Prevention Program

The Superintendent or designee shall develop, implement, and maintain a suicide and depression awareness and prevention program (Program) that advances the Board's goals of increasing awareness and prevention of depression and suicide. This program must be consistent with the requirements of *Ann Marie's Law* listed below; each listed requirement, 1-6, corresponds with the list of required policy components in the School Code [Section 5/2-3.166](#)(c) (2)-(7). The Program shall include:

1. Protocols for administering youth suicide awareness and prevention education to students and staff.
 - a. For students, implementation will incorporate Board policy 6:60, *Curriculum Content*, which implements [105 ILCS 5/2-3.139](#) and [105 ILCS 5/27-7](#) (requiring education for students to develop a sound mind and a healthy body).
 - b. For staff, implementation will incorporate Board policy 5:100, *Staff Development Program*, and teacher's institutes under [105 ILCS 5/3-14.8](#) (requiring coverage of the warning signs of suicidal behavior).
2. Procedures for methods of suicide prevention with the goal of early identification and referral of students possibly at risk of suicide. Implementation will incorporate:
 - a. The training required by [105 ILCS 5/10-22.39](#) for ~~licensed school personnel and administrators~~ all District staff ^{PRESSPlus1} who work with students to identify the warning signs of suicidal behavior in youth along with appropriate intervention and referral techniques, including

methods of prevention, procedures for early identification, and referral of students at risk of suicide; and

- b. III. State Board of Education (ISBE)-recommended guidelines and educational materials for staff training and professional development, along with ISBE-recommended resources for students containing age-appropriate educational materials on youth suicide and awareness, if available pursuant to *Ann Marie's Law* on ISBE's website.
3. Methods of intervention, including procedures that address an emotional or mental health safety plan for use during the school day and at school-sponsored events for a student identified as being at increased risk of suicide including those students who: (A) suffer from a mental health disorder; (B) suffer from a substance abuse disorder; (C) engage in self-harm or have previously attempted suicide; (D) reside in an out-of-home placement; (E) are experiencing homelessness; (F) are lesbian, gay, bisexual, transgender, or questioning (LGBTQ); (G) are bereaved by suicide; or (H) have a medical condition or certain types of disabilities. Implementation will incorporate paragraph number 2, above, along with Board policies:
- a. 6:65, *Student Social and Emotional Development*, implementing the goals and benchmarks of the III. Learning Standards and [405 ILCS 49/15\(b\)](#) (requiring student social and emotional development in the District's educational program);
 - b. 6:120, *Education of Children with Disabilities*, implementing special education requirements for the District;
 - c. 6:140, *Education of Homeless Children*, implementing provision of District services to students who are homeless;
 - d. 6:270, *Guidance and Counseling Program*, implementing guidance and counseling program(s) for students, and [105 ILCS 5/10-22.24a](#) and [22.24b](#), which allow a qualified guidance specialist or any licensed staff member to provide school counseling services;
 - e. 7:10, *Equal Educational Opportunities*, and its implementing administrative procedure and exhibit, implementing supports for equal educational opportunities for students who are LGBTQ;
 - f. 7:50, *School Admissions and Student Transfers To and From Non-District Schools*, implementing State law requirements related to students who are in foster care;
 - g. 7:250, *Student Support Services*, implementing the Children's Mental Health Act, [405 ILCS 49/](#) (requiring protocols for responding to students with social, emotional, or mental health issues that impact

learning ability); and

- h. State and/or federal resources that address emotional or mental health safety plans for students who are possibly at an increased risk for suicide, if available on the ISBE's website pursuant to *Ann Marie's Law*.
4. Methods of responding to a student or staff suicide or suicide attempt. Implementation of this requirement shall incorporate building-level Student Support Committee(s) established through Board policy 7:250, *Student Support Services*.
5. Reporting procedures. Implementation of this requirement shall incorporate Board policy 6:270, *Guidance and Counseling Program*, and Board policy 7:250, *Student Support Services*, in addition to other State and/or federal resources that address reporting procedures.
6. A process to incorporate ISBE-recommended resources on youth suicide awareness and prevention programs, including current contact information for such programs in the District's Suicide and Depression Awareness and Prevention Program.

Illinois Suicide Prevention Strategic Planning Committee

The Superintendent or designee shall attempt to develop a relationship between the District and the Illinois Suicide Prevention Strategic Planning Committee, the Illinois Suicide Prevention Coalition Alliance, and/or a community mental health agency. The purpose of the relationship is to discuss how to incorporate the goals and objectives of the Illinois Suicide Prevention Strategic Plan into the District's Suicide Prevention and Depression Awareness Program.

Monitoring

The Board will review and update this policy pursuant to *Ann Marie's Law* and Board policy 2:240, *Board Policy Development*.

Information to Staff, Parents/Guardians, and Students

The Superintendent shall inform each school district employee about this policy and ensure its posting on the District's website. The Superintendent or designee shall provide a copy of this policy to the parent or legal guardian of each student enrolled in the District. Student identification (ID) cards, the District's website, and student handbooks and planners will contain the support information as required by State law.

Implementation

This policy shall be implemented in a manner consistent with State and federal laws, including the Student Confidential Reporting Act, [5 ILCS 860/](#), Children's Mental Health Act, [405 ILCS 49/](#), Mental Health and Developmental Disabilities Confidentiality Act, [740 ILCS 110/](#), and the Individuals with Disabilities Education Act, [42 U.S.C. §12101](#) *et seq.*

The District, Board, and its staff are protected from liability by the Local Governmental and Governmental Employees Tort Immunity Act. Services provided pursuant to this policy: (1) do not replace the care of a physician licensed to practice medicine in all of its branches or a licensed medical practitioner or professional trained in suicide prevention, assessments and counseling services, (2) are strictly limited to the available resources within the District, (3) do not extend beyond the school day and/or school-sponsored events, and (4) cannot guarantee or ensure the safety of a student or the student body.

LEGAL REF.:

[42 U.S.C. § 1201](#) *et seq.*, Individuals with Disabilities Education Act.

[105 ILCS 5/2-3.166](#), [105 ILCS 5/2-3.139](#), [5/3-14.8](#), [5/10-20.76](#), [5/10-20.81](#), [5/10-22.24a](#), [5/10-22.24b](#), [5/10-22.39](#), [5/14-1.01](#) *et seq.*, [5/14-7.02](#), and [5/14-7.02b](#), [5/27-7](#).

[5 ILCS 860/](#), Student Confidential Reporting Act.

[405 ILCS 49/](#), Children's Mental Health Act.

[740 ILCS 110/](#), Mental Health and Developmental Disabilities Confidentiality Act.

[745 ILCS 10/](#), Local Governmental and Governmental Tort Immunity Act.

CROSS REF.: 2:240 (Board Policy Development), 5:100 (Staff Development Program), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 6:120 (Education of Children with Disabilities), 6:270 (Guidance and Counseling Program), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:250 (Student Support Services)

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/10-22.39, amended by P.A. 103-542, eff. 1-1-24 and operative 7-1-24, requiring teachers, administrators, and school support personnel who work with students to be trained on identifying warning signs of mental illness, trauma, and suicidal behavior in youth. Such training must include, but is not limited to, appropriate intervention and referral techniques, including resources and guidelines as outlined in 105 ILCS 5/3.166. 105 ILCS 5/10-22.39, amended by P.A. 103-542, eff. 1-1-24 and operative 7-1-24, uses the phrase *teachers, administrators, and school support personnel*, but for brevity this material uses the phrase *all District staff*. **Issue 113, October 2023**

Document Status: Draft Update

COMMUNITY RELATIONS

8:30 Visitors to and Conduct on School Property

The following definitions apply to this policy:

School property - District and school buildings, grounds, and parking areas; vehicles used for school purposes; and any location used for a School Board meeting, school athletic event, or other school-sponsored or school-sanctioned events or activities.

Visitor - Any person other than an enrolled student or District employee.

All visitors to the school buildings during regular school hours are required to report to the Building Principal's office and receive permission to remain on school property. All visitors must sign a visitors' log, show identification, and wear a visitor's badge. When leaving the school building, visitors must exit the building according to school policy. On those occasions when large groups of parents/guardians, friends, and/or community members are invited onto school property or when community members are attending Board meetings, visitors are not required to sign in but must follow school officials' instructions. Persons on school property without permission will be directed to leave and may be subject to criminal prosecution.

Except as provided in the next paragraph, any person wishing to confer with a staff member should contact that staff member to make an appointment. Conferences with teachers are held, to the extent possible, outside school hours or during the teacher's conference/preparation period. Requests to access a school building, facility, and/or educational program, or to interview personnel or a student for purposes of assessing the student's special education needs, should be made at the appropriate building. Access shall be facilitated according to guidelines from the Superintendent or designee.

The School District expects mutual respect, civility, and orderly conduct among all people on school property or at a school event. No person on school property or at a school event (including visitors, students, and employees) shall

perform any of the following acts:

1. Strike, injure, threaten, harass, or intimidate a staff member, Board member, sports official or coach, or any other person.
2. Behave in an unsportsmanlike manner, or use vulgar or obscene language.
3. Unless specifically permitted by State law, possess a weapon, any object that can reasonably be considered a weapon or looks like a weapon, or any dangerous device. An individual licensed to carry a concealed firearm under the Illinois Firearm Concealed Carry Act is permitted to: (a) carry a concealed firearm within a vehicle into a parking area controlled by a school or the District and may store a firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in the parking area, and/or (b) carry a concealed firearm in the immediate area surrounding his or her vehicle in a parking area controlled by a school or the District for the limited purpose of storing or retrieving a firearm within the vehicle's trunk.
4. Damage or threaten to damage another's property.
5. Damage or deface school property.
6. Violate any Illinois law, or local or county ordinance.
7. Smoke or otherwise use tobacco materials or electronic cigarettes.
8. Distribute, consume, use, possess, or be impaired by or under the influence of an alcoholic beverage, cannabis, other lawful product, or illegal drug.
9. Be present when the person's alcoholic beverage, cannabis, other lawful product, or illegal drug consumption is detectable, regardless of when and/or where the use occurred.
10. Use or possess medical cannabis, unless he or she has complied with policy 7:270, *Administering Medicines to Students*, implementing *Ashley's Law*.
11. Impede, delay, disrupt, or otherwise interfere with any school activity or function (including using cellular phones in a disruptive manner).
12. Enter upon any portion of school premises at any time for purposes other than those that are lawful and authorized by the Board.
13. Operate a motor vehicle: (a) in a risky manner, (b) in excess of 20 miles per hour, or (c) in violation of an authorized District employee's directive.
14. Engage in any risky behavior, including use of roller-blades, roller-skates, wheeled shoes, skateboards or non-licensed motorized vehicles.
15. Violate other District policies or regulations, or a directive from an authorized security officer or District employee.

16. Engage in any conduct that interferes with, disrupts, or adversely affects the District or a School function.

Convicted Child Sex Offender

State law prohibits a child sex offender from being present on school property or loitering within 500 feet of school property when persons under the age of 18 are present, unless the offender meets either of the following two exceptions:

1. The offender is a parent/guardian of a student attending the school and has notified the Building Principal of his or her presence at the school for the purpose of: (i) attending a conference with school personnel to discuss the progress of his or her child academically or socially, (ii) participating in child review conferences in which evaluation and placement decisions may be made with respect to his or her child regarding special education services, or (iii) attending conferences to discuss other student issues concerning his or her child such as retention and promotion; or
2. The offender received permission to be present from the Board, Superintendent, or Superintendent's designee. If permission is granted, the Superintendent or Board President shall provide the details of the offender's upcoming visit to the Building Principal.

In all cases, the Superintendent, or designee who is a certified employee, shall escort and supervise a child sex offender whenever the offender is in a child's vicinity.

Exclusive Bargaining Representative Agent

Please refer to the applicable collective bargaining agreement(s).

For employees whose collective bargaining agreement does not address this subject:

Upon notifying the Building Principal's office, authorized agents of an exclusive bargaining representative will be provided reasonable access to employees in the bargaining unit they represent in accordance with State law. Such access shall be conducted in a manner that will not impede the normal operations of the District.

Enforcement

Any staff member may request identification from any person on school property; refusal to provide such information is a criminal act. The Building

Principal or designee shall seek the immediate removal of any person who refuses to provide requested identification.

Any person who engages in conduct prohibited by this policy may be ejected from or denied admission to school property in accordance with State law. [PRESSPlus1](#) The person ~~is~~ also may be subject to being denied admission to school athletic or extracurricular events ~~or meetings~~ for up to one calendar year in accordance with the procedures below.

Procedures to Deny Future Admission to Athletic or Extracurricular School Events ~~or Meetings~~ [PRESSPlus2](#)

Before any person may be denied admission to athletic or extracurricular school events ~~or meetings as provided in this policy~~, the person has a right to a hearing before the Board. The Superintendent may refuse the person admission pending such hearing. The Superintendent or designee must provide the person with a hearing notice, delivered or sent by certified mail with return receipt requested, at least 10 calendar days before the Board hearing date. The hearing notice must contain:

1. The date, time, and place of the Board hearing,
2. A description of the prohibited conduct,
3. The proposed time period that admission to school events will be denied, and
4. Instructions on how to waive a hearing.

LEGAL REF.:

Nuding v. Cerro Gordo Community Unit School Dist., 313 Ill. App.3d 344 (4th Dist. 2000).

20 U.S.C. § 7911 ~~81~~ et seq., Pro-Children Act of 2001 ~~1994~~.

105 ILCS 5/10-20.5, 10-20.5b, 5/10-22.10, 5/22-33, 5/24-25, and 5/27-23.7(a).

[115 ILCS 5/3](#)(c), Ill. Educational Labor Relations Act.

[410 ILCS 130/](#), Compassionate Use of Medical Cannabis Program Act.

~~430 ILCS 66/, Firearm Concealed Carry Act.~~

410 ILCS 705/, Cannabis Tax and Regulation Act.

430 ILCS 66/, Firearm Concealed Carry Act.

720 ILCS 5/11-9.3, 5/21-1, 5/21-1.2, 5/21-3, 5/21-5, 5/21-5.5, 5/21-9, and 5/21-11.

CROSS REF.: 2:200 (Types of Board of Education Meetings), 2:230 (Public Participation at Board of Education Meetings and Petitions to the Board), 4:170 (Safety), 5:50 (Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition), 6:120 (Education of Children with Disabilities), 6:250 (Community Resource Persons and Volunteers), 7:190 (Student Behavior), 7:270 (Administering Medicines to Students), 8:20 (Community Use of School Facilities)

PRESSPlus Comments

PRESSPlus 1. Updated in response to PRESS Advisory Board member feedback requesting clarification on the authority of boards to enforce conduct rules under 105 ILCS 5/10-20.5 and under various criminal trespass statutes. Applicable criminal trespass laws include: 720 ILCS 5/21-1 (criminal damage to property); 5/21-1.2 (institutional vandalism); 5/21-3 (criminal trespass to real property); 5/21-5 (criminal trespass to State supported land); 5/21-5.5 (criminal trespass to a safe school zone); 5/21-9 (criminal trespass to a place of public amusement); 5/21-11 (distributing or delivering written or printed solicitation on school property). **Issue 113, October 2023**

PRESSPlus 2. Updated in response to PRESS Advisory Board member feedback requesting clarification that the scope of subhead **Procedures to Deny Future Admission to Athletic or Extracurricular School Events or Meetings** is limited, as specified in the new subhead title, to topics set forth in 105 ILCS 5/24-24.

If a violator is a student, the hearing should be held in a closed meeting. 5 ILCS 120/2(c)(9). Otherwise, a hearing regarding denial of admission to *school events or property* pursuant to 105 ILCS 5/24-24 may take place in an open meeting or in a closed meeting so long as the board prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4.5), added by P.A. 103-311. Note: while 5 ILCS 120/2(c)(4.5), added by P.A. 103-311, refers to *school events or property*, 105 ILCS 5/24-24 only authorizes boards to deny admission to athletic and extracurricular *events*. The term *events* is arguably broader than *property* as

school events may take place offsite; consult the board attorney for guidance.

Some boards prefer an open meeting hearing to make it publicly known what alleged conduct could result in someone being denied admission to athletic or extracurricular events, while others prefer a closed meeting hearing so as not to provide a public platform to someone alleged to have engaged in prohibited conduct. Consult the board attorney to determine the best approach for the district and to ensure alignment with local practices and conditions.

Consult the board attorney if the district would like to deny an individual admission to board meetings. **Issue 113, October 2023**

Document Status: Review and Monitoring

OPERATIONAL SERVICES

4:30 Revenue and Investments

Revenue [PRESSPlus1](#)

The Superintendent or designee is responsible for making all claims for property tax revenue, State Aid, special State funds for specific programs, federal funds, and categorical grants.

Investments

The Chief Business Officer shall serve as the Chief Investment Officer. The Chief Investment Officer shall invest money that is not required for current operations, in accordance with this policy and State law.

The Chief Investment Officer and Superintendent shall use the standard of prudence when making investment decisions. They shall use the judgment and care, under circumstances then prevailing, that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of their capital as well as its probable income.

Investment Objectives

The objectives for the School District's investment activities are:

1. **Safety of Principal** - Every investment is made with safety as the primary and over-riding concern. Each investment transaction shall ensure that capital loss, whether from credit or market risk, is avoided.
2. **Liquidity** - The investment portfolio shall provide sufficient liquidity to pay District obligations as they become due. In this regard, the maturity and marketability of investments shall be considered.
3. **Rate of Return** - The highest return on investments is sought, consistent with the preservation of principal and prudent investment principles.
4. **Diversification** - The investment portfolio is diversified as to materials and investments, as appropriate to the nature, purpose, and amount of the funds.

Authorized Investments

The Chief Investment Officer may invest any District funds in any investment as authorized in [30 ILCS 235/2](#), and Acts amended thereto.

Except as provided herein, investments may be made only in the following financial institutions: banks, savings banks, savings and loan associations, or credit unions that are insured by the Federal Deposit Insurance Corporation or other approved share insurer. Investments may be made only in financial institutions which are insured by the Federal Deposit Insurance Corporation, unless the District enters into an agreement with the institution requiring any funds not insured to be collateralized as provided below. Investments in any one depository will not exceed 25% of District funds at any time.

The Chief Investment Officer and Superintendent shall regularly consider material, relevant, and decision-useful sustainability factors in evaluating investment decisions, within the bounds of financial and fiduciary prudence. Such factors include, but are not limited to: (1) corporate governance and leadership factors, (2) environmental factors, (3) social capital factors, (4) human capital factors, and (5) business model and innovation factors, as provided under the Ill. Sustainable Investing Act, [30 ILCS 238/](#).

Selection of Depositories, Investment Managers, Dealers, and Brokers

The Chief Investment Officer shall establish a list of authorized depositories, investment managers, dealers and brokers based upon the creditworthiness, reputation, minimum capital requirements, qualifications under State law, as well as a long history of dealing with public fund entities. The Board will review and approve the list at least annually.

In order to be an authorized depository, each institution must submit copies of the last two sworn statements of resources and liabilities or reports of examination that the institution is required to furnish to the appropriate State or federal agency. Each institution designated as a depository shall, while acting as such depository, furnish the District, or designee, with a copy of all statements of resources and liabilities or all reports of examination, that it is required to furnish to the appropriate State or federal agency.

The above eligibility requirements of financial institutions to receive or hold public deposits do not apply to investments in an interest-bearing savings account, interest-bearing certificate of deposit, or interest-bearing time deposit if: (1) the District initiates the investment at or through a financial institution located in Illinois, and (2) the invested public funds are at all times fully insured by an agency or instrumentality of the federal government, and (3) the District's investments in such financial institutions do not exceed the maximum limits of

Federal Deposit Insurance.

Collateral Requirements

All amounts deposited or invested with financial institutions in excess of any insurance limit shall be collateralized in accordance with the Public Funds Investment Act, [30 ILCS 235/](#). The Superintendent or designee shall keep the Board informed of collateral agreements.

Safekeeping and Custody Arrangements

The preferred method for safekeeping is to have securities registered in the District's name and held by a third-party custodian. Safekeeping practices should qualify for the Governmental Accounting Standards Board (GASB) Statement No. 3, Deposits with Financial Institutions, Investments (including Repurchase Agreements), and Reverse Repurchase Agreements, Category I, the highest recognized safekeeping procedures.

Controls and Report

The Chief Investment Officer shall establish a system of internal controls and written operational procedures to prevent losses arising from fraud, employee error, misrepresentation by third parties, or imprudent employee action.

The Chief Investment Officer shall provide a quarterly investment report to the Board. The report will: (1) assess whether the investment portfolio is meeting the District's investment objectives, (2) identify each security by class or type, book value, income earned, and market value, (3) identify those institutions providing investment services to the District, and (4) include any other relevant information. The investment portfolio's performance shall be measured by appropriate and creditable industry standards for the investment type.

The Board will determine, after receiving the Superintendent's recommendation, which fund is in most need of interest income and the Superintendent shall execute a transfer. This provision does not apply when the use of interest earned on a particular fund is restricted.

Ethics and Conflicts of Interest

The Board and District officials will avoid any investment transaction or practice that in appearance or fact might impair public confidence. Board members are bound by the Board policy 2:100, *Board Member Conflict of Interest*. No District employee having influence on the District's investment decisions shall:

1. Have any interest, directly or indirectly, in any investments in which the District is authorized to invest,
2. Have any interest, directly or indirectly, in the sellers, sponsors, or

managers of those investments, or

3. Receive, in any manner, compensation of any kind from any investments in that the agency is authorized to invest.

LEGAL REF.:

[30 ILCS 235/](#), Public Funds Investment Act.

[30 ILCS 238/](#), Ill. Sustainable Investing Act.

[105 ILCS 5/8-7](#), [5/10-22.44](#), [5/17-1](#), and [5/17-11](#).

CROSS REF.: 2:100 (Board Member Conflict of Interest), 4:10 (Fiscal and Business Management), 4:80 (Accounting and Audits)

PRESSPlus Comments

PRESSPlus 1. This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." IASB suggests that each policy in the Board's policy manual be reviewed at a minimum of every five years. As part of the review, the Board may choose to:

- Compare the adopted version to the current PRESS sample (available at PRESS Online by logging in at www.iasb.com), discussing any differences and/or options noted in the footnotes to determine whether local changes are necessary
- Update the policy language due to changes in local conditions
- Make no changes, but update the adoption date to reflect that the policy has been reviewed and re-adopted

Issue 113, October 2023

FOR ACTION

**Lisle Community Unit School District 202
Board of Education Meeting
December 18, 2023**

SUBJECT: Construction Management Agreement

BACKGROUND DATA: In 2017, as part of the planning phases for Lisle Elementary School, the District received letters of interest and qualification reports from twelve (12) firms for construction management services. The Facility Master Planning Team reviewed the qualifications of each and met with three finalists before ultimately selecting Pepper Construction.

Pepper provided a strong team of professionals during the construction of Lisle Elementary School and demonstrated a commitment to partnering with the School District in completing the project on time and under budget. As a result, the Administration would like to continue working with Pepper Construction for the Lisle Junior High Renovations.

The Administration worked with the School District's legal counsel and Pepper's leadership team to finalize the attached AIA Agreement for Construction Manager Services. The Agreement stipulates that the Construction Manager's Fee will be 2.25% of the cost of the work. General Liability Insurance is also included in the Agreement and is 1.2% of the project cost.

Pepper is finalizing the construction management staff assignments for the Lisle Junior High project. These fixed costs are anticipated to be approximately 8% of the construction costs and will be included as a Project Work Order presented at the January Board Meeting.

FINANCIAL IMPACT: The Construction Managers Fee of 2.25% is estimated to be approximately \$350,000 based on construction costs of \$15.5 million. General liability insurance of 1.2% is estimated at \$200,000. Management reimbursables for Pepper staff assigned to the project will be an additional 8%, or approximately \$1.2 million for the Junior High renovations.

RECOMMENDATION: The Administration recommends that the Board of Education approve the Agreement with Pepper Construction.

SUGGESTED MOTION: That the Board of Education approve the Agreement Between Owner and Construction Manager with Pepper Construction for construction management services related to the Lisle Junior High Renovations.



AIA® Document A134® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price

Master Agreement Between Owner & Construction Manager AGREEMENT made as of the 18th day of December in the year 2023
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Board of Education of Lisle Community Unit School District 202
5211 Center Avenue
Lisle, IL 60532

and the Construction Manager:
(Name, legal status, address, and other information)

Pepper Construction Company
411 Lake Zurich Rd.
Barrington, IL 60010

for the following Project:
(Name, location, and detailed description)

See applicable Project Work Order

The Architect:
(Name, legal status, address, and other information)

Perkins + Will, Inc.
The Wrigley Building
410 N. Michigan Avenue, Suite 1600
Chicago, IL 60611

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information, including the Project's physical characteristics, schedule, and other project information, as set forth in the applicable Project Work Order.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See applicable Project Work Order for the Project.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See applicable Project Work Order for the Project.

§ 1.1.3 The Owner's budget for the Contract Sum, as defined in Section 2.4:

(Provide total and, if known, a line item breakdown.)

See applicable Project Work Order for the Project.

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§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

See applicable Project Work Order for the Project.

.2 Construction commencement date:

See applicable Project Work Order for the Project.

.3 Substantial Completion date or dates, if not established in this Agreement under Section 3.3.1.3:

See applicable Project Work Order for the Project.

.4 Other milestone dates:

See applicable Project Work Order for the Project.

§ 1.1.5 The Owner’s requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

See applicable Project Work Order for the Project.

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

See applicable Project Work Order for the Project.

(Paragraph deleted)

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

See applicable Project Work Order for the Project.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

See applicable Project Work Order for the Project.

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Construction Manager’s submittals to the Owner are as follows:
(List name, address and other contact information.)

None.

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

See applicable Project Work Order for the Project

.2 Civil Engineer:

See applicable Project Work Order for the Project.

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

See applicable Project Work Order for the Project.

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

See applicable Project Work Order for the Project.

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

See applicable Project Work Order for the Project.

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

See applicable Project Work Order for the Project

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

See applicable Project Work Order for the Project.

§ 1.1.15 Other Initial Information on which this Agreement is based:

See applicable Project Work Order for the Project.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The

Init.

Owner shall adjust the Owner's budget for the Contract Sum and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

§ 2.1.1 The Contract Documents consist of this AIA A134-2019, AIA A134 Exhibit A, and AIA A201-2017, as amended (collectively "Master Agreement"), the applicable Project Work Order as defined in Section 2.1.2, below, and the Drawings and Specifications referenced therein, Addenda issued prior to execution of a Project Work Order, other documents listed in this Master Agreement, or a Project Work Order and Modifications issued pursuant to the Contract Documents after execution of this Master Agreement or the Project Work Order; these form the Contract, and are as fully a part of the Contract as if attached to this Master Agreement or repeated herein. Upon the Owner's approval of the Control Estimate, the Contract Documents will also include the documents described in Section 3.2.2 and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.7. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Master Agreement, this Master Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15. The term of this Master Agreement is for 90 days after the Date of Final Completion of the entire Project.

§ 2.1.2 For each construction project performed under this Master Agreement, the Owner and Construction Manager shall agree upon and execute a work order detailing the Project specific details ("Project Work Order"), to be approved by the Board of Education. A sample Project Work Order is attached hereto as Exhibit 2.1.2, Project Work Order Sample. The Project Work Order sets forth Project-specific information, including, but not limited to:

- a. the name of the Project;
- b. the location of the Project;
- c. the Commencement Date of the Work;
- d. the Project Schedule and the Date of Substantial Completion of the Work;
- e. the list of Drawings and Specifications;
- f. the Final Cost Estimate, Schedule of Values and Construction Manager's Clarifications;
- g. any alternates, allowances or unit prices; and
- h. labor, supervisory and equipment rental rates.

The Project Work Order is referred to throughout the Contract Documents as if singular in number.

§ 2.1.3 Owner at its sole discretion will decide whether to award any Project to Construction Manager and Construction Manager reserves the right to accept or decline the Project.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Master Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, as amended, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, as amended, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.4 Contract Sum, Contract Time and Changes in the Work

The Contract Sum is the actual Cost of the Work as defined in Section 7.1.1 plus the Construction Manager's Fee as defined in Section 6.1. The Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work as certified by the Architect in accordance with Section 9.8 of AIA Document A201–2017. The Contract Time shall be measured from the date of commencement of the Work. Changes in the Work shall be governed by Article 7 of A201–2017.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules, except for the date of Substantial Completion set forth in the applicable Project Work Order or as adjusted by Change Order. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data, upon request of the Owner.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's

timely completion. The updated Project schedule shall include the following: submission of the Control Estimate; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Construction Manager submits a Control Estimate for the Work, pursuant to Section 3.2. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

(Paragraph deleted)

§ 3.1.11 Subcontractors and Suppliers Bidding Requirements

§ 3.1.11.1 Owner is a public school district bound by the public bidding requirements of 105 ILCS 5/10-20.2 and is required to procure the Work through public bidding and award the contract(s) for the Work to the lowest responsive and responsible bidder. When the lowest responsive and responsible multiple prime trade bidders (hereinafter referred to as "Subcontractors" or "Trade Contractors") are identified, Owner shall assign those trade contracts (the "Subcontracts") to Construction Manager.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules subject to the requirements of Section 10-20.21 of the School Code, 105 ILCS 5/10-20.21. The Construction Manager acknowledges and understands that the Owner, as a public body, is subject to the bidding requirements of the Illinois School Code and that all trade contracts shall be publicly bid and awarded by the Owner in accordance with such law. The Construction Manager shall not perform any work other than professional construction manager services, including but not limiting the construction work itself. Such work is subject to the bidding requirements of 105 ILCS 5/10-20.21.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.11.4 Construction Manager shall prepare all bid invitations, instructions to bidders, and general and supplementary conditions. Construction Manager shall ensure that the amended A201-2017 General Conditions are incorporated into the bid package in the form to be provided by the Owner, and that no other provisions of the bid package conflict with them. Should the Architect or Construction Manager identify any such conflicts, the Construction Manager shall recuse itself from advising the Owner as to revising the general conditions to remove such conflict(s) to the extent Construction Manager has permission to bid such bid package. Drawings and specifications shall be provided by the Architect. During preparation of the Construction Documents by the Architect, the Construction Manager shall review said Construction Documents to ensure consistency with the bid documents prepared by the Construction Manager. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect in responding to questions from bidders and with the issuance of addenda. Due to the advisory role and services provided by the Construction Manager, the Construction Manager shall be prohibited from bidding on any items of Work without the express written approval of the School District's Board of Education.

§ 3.1.11.5 Prior to advertisement for bids, unless the Owner agrees otherwise, Construction Manager shall provide all contractor or subcontract agreements to the Owner for review and comment.

§ 3.1.11.6 Construction Manager shall conduct pre-bid meetings with interested bidders in accordance with publicly announced and scheduled meetings.

§ 3.1.11.7 The Owner shall receive, open, and read aloud all bids as required by the applicable procurement laws. The Construction Manager shall record all bids, prepare bid analyses, and make recommendations to the Owner for the Owner's award of contracts and/or rejection of bids subject to the requirements of Section 10-20.21 of the School Code (105 ILCS 5/10-20.21).

§ 3.1.11.8 The Subcontract documents prepared by Construction Manager shall require full compliance with all state and local laws.

§ 3.1.11.9 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction as agreed to in writing by the Owner. If the Owner agrees to procure any items prior to the advertisement for bids, the Owner shall procure the items on terms and conditions in consultation with the Construction Manager.

§ 3.1.11.10 The Construction Manager shall cause the Subcontracts to incorporate substantially the following provisions:

"This Contract has been awarded by the Owner after advertisement for bids. Upon award of the Contract by the Owner, the Owner shall be deemed to have assigned its rights in this Agreement to the Owner's Construction Manager, Pepper Construction which is identified herein as the Contractor and/or Construction Manager except that the Owner shall make payments directly to the Subcontractor.

By submitting its bid, the bidder shall be deemed to have consented to the aforesaid assignment, and to have agreed to become an assigned Subcontractor to the Construction Manager.

Upon assignment, the Subcontractor shall become a subcontractor of the Contractor pursuant to this Agreement, and, except as identified within this Agreement and as provided by law, will no longer have any contractual rights against the Owner, and shall have contractual privity only with the Construction Manager except that the Owner shall make payments directly to the Subcontractor."

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the Owner's approval of the Control Estimate, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Phase Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document.

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

See applicable Project Work Order.

§ 3.2 Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Control Estimate for the Owner's and Architect's review, and the Owner's approval. The Control Estimate shall be the sum of the Construction Manager's estimate of the Preconstruction Services costs, if any, Cost of the Work and the Construction Manager's Fee. The Control Estimate shall be used to monitor actual costs and the timely performance of the Work. The Construction Manager shall update the Control Estimate with each Application for Payment as needed to reflect changes in the Work. Upon Owner's approval, the Control Estimate, Schedule of Values and Clarifications shall be incorporated into Exhibit 3.2.1 attached to the Project Work Order.

§ 3.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 15, including all Modifications thereto;
- .2 a list of the clarifications and assumptions made by the Construction Manager in the preparation of the Control Estimate, including assumptions, to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems, and the Construction Manager's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequence and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, and the Owner's occupancy requirements;
- .5 a date or dates of Substantial Completion, if not established in accordance with Section 3.3.1.3; and
- .6 contingencies for further development of design and construction, as required by Section 3.2.4.1.

§ 3.2.3 The Construction Manager shall meet with the Owner and Architect to review the Control Estimate. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is approved by the Owner, the Owner shall acknowledge its approval in writing. The Owner's approval of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 3.2.4 The Construction Manager, upon written approval of the Owner (as part of the monthly payment application and review meeting), may transfer funds from the Contingency line item to cover cost overruns in any other line item except Fee, in amount to be set forth in the applicable Project Work Order. The Construction Manager may also transfer funds to a newly created line item to properly account for gaps in categories of Work being performed and not included in the existing Scope of Work of any trades. Such transfers shall represent additional costs incurred for the Owner's benefit and may include, but not be limited to, the following examples:

- A. costs incurred due to excusable delays but not reimbursed by Change Order;
- B. costs due to latent conditions which could not be foreseen but are not accepted as concealed conditions;
- C. costs of the Work not included in the budget but arguably inferable from the Construction Documents;
- D. costs of completing the work of a defaulted or bankrupt Subcontractor in excess of the subcontract price;
- E. net premium time or multiple shift or weekend time not provided for in the Contract or Change Orders;
- F. costs for re-work when not a result of unworkmanlike performance or sub-standard efforts; and

- G. deductible expenses for Builder's Risk Insurance if Construction Manager is responsible for such costs under the Agreement with Owner.

At Final Completion of the Work under the applicable Project Work Order, the unused portion of the Contingency Fund shall be credited in full to the Owner.

§ 3.2.4.1 To the extent that the Contract Documents are anticipated to require further development, the Control Estimate shall include the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated in a revised Control Estimate by mutual agreement of the parties.

§ 3.2.5 The Construction Manager shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Construction Manager's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 3.2.6 Prior to commencement of the Construction Phase, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, unless the Owner provides prior written authorization for such costs.

§ 3.2.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's approval of the Control Estimate or, prior to acceptance of the Control Estimate, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to approval of the Control Estimate.

§ 3.3.1.3 Substantial Completion

§ 3.3.1.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Paragraphs deleted)

as set forth in the applicable Project Work Order.

§ 3.3.1.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates: See Project Work Order for the Substantial Completion Date or Dates.

(Table deleted)

§ 3.3.1.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section 3.3.1.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.7.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the Owner's approval of the Control Estimate, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201-2017. The Construction Schedule shall be attached to the applicable Project Work Order as Exhibit 3.3.2.2.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the Work, accidents, injuries, and other information required by the Owner.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the Owner's approval of the Control Estimate, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After the Owner approves the Control Estimate, the Construction Manager may request such information as set forth in A201-2017, Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to reasonably rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under

the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

(Paragraph deleted)

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, or another form of agreement entered into between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

As set forth in the applicable Project Work Order.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

As set forth in the applicable Project Work Order.

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

(Paragraph deleted)

§ 5.2 Payments

§ 5.2.1 Payments for services shall be made by the Owner in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

§ 5.2.2

(Paragraphs deleted)

Intentionally deleted.

Init.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after approval of the Control Estimate. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

2.25%, or as otherwise set forth in the applicable Project Work Order.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

See Section 7.2.5 of the AIA A201-2017, as amended.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

See Section 7.2.5 of the AIA A201-2017, as amended.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed the rates set forth in the Project Work Order at Exhibit 6.1.5, Construction Manager's Equipment Rental Rates and Practices, as may be revised annually by Construction Manager.

§ 6.1.6 Unit prices, if any:

(Paragraphs deleted)

See applicable Project Work Order.

§ 6.1.7 As the Owner's sole and exclusive remedy for Construction Manager's unexcused delay, liquidated damages, if any:

Liquidated damages, if any, shall be assessed against the Construction Manager for the period commencing thirty (30) days after the date of Substantial Completion in the approved Schedule until the date Substantial Completion actually occurs, subject to a cap equal to the Construction Manager's Fee. See applicable Project Work Order.

The Parties agree that the liquidated damages as assessed above do not operate as a penalty.

§ 6.1.8 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Changes in the Work

§ 6.2.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work, as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction. The Construction Manager shall incorporate all changes in the Work, Contract Sum, and Contract Time as separate entries in the Control Estimate.

§ 6.2.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.2.2 Increased costs for the items set forth in Sections 7.1 through 7.7 that result from changes in the Work shall become part of the Cost of the Work, and the Construction Manager's Fee shall be adjusted as provided in Section 6.1.3.

§ 6.2.3 If the Construction Manager receives any Drawings, Specifications, interpretations or instructions from the Owner or Architect which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which will result in a significant change in the Cost of the Work in comparison with the Control Estimate or the date of Substantial Completion, the Construction Manager shall promptly notify the Owner and Architect in writing and shall not proceed with the affected Work until the Construction Manager receives further written instructions from the Owner and Architect.

Init.

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§ 6.2.4 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.2.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. Subject to the bidding requirements of the *School Code*, Owner and Construction Manager may mutually agree in writing to have Construction Manager bid self-perform trade work.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 When approved in writing in advance by the Owner, wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or at off-site workshops. Together with prevailing union wage scale, including welfare pension and other fringe contributions, payroll taxes, Workers' Compensation Insurance charges and overhead are combined as a single rate for each classification of field labor and attached to the Project Work Order as Exhibit 7.2.1, Comprehensive Trade Rates. Such rates shall be revised annually as of June 1.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel at Construction Manager's Comprehensive Management Rates for the positions identified in Exhibit 7.2.2, attached to the Project Work Order, at the jobsite office, in the home office to the extent directly engaged in the supervision or the administration of the Work, and in shops or on the road when expediting or inspecting the production of materials or equipment (or their transportation to) the Project. These rates, which are revised annually as of January 1, are inclusive of salary, all fringe benefits, incentives, payroll taxes, Workers' Compensation Insurance and overhead charges.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

See applicable Project Work Order.

(Paragraphs deleted)

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of

the Work. or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site. less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site at rental rates established by Construction Manager's Equipment Rental Rates and Practices, set forth at Exhibit 6.1.5 to the Project Work Order, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval, and subject to Section 10-20.21 of the *Illinois School Code* (105 ILCS 5/10-20.21). The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.1.3 General and excess liability insurance shall be charged at the rate of \$12.00 per thousand dollars of Project cost.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Unless excluded in Construction Manager's Clarifications, to be attached hereto as Exhibit 3.2.1 to the applicable Project Work Order, fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the

Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager’s Fee.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner’s prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager’s negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys’ fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner’s prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager’s standard written personnel policy for relocation and temporary living allowances of the Construction Manager’s personnel required for the Work, with the Owner’s prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager’s supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.6.12 Costs of materials and equipment rental furnished by Construction Manager for General Conditions as expressly set forth in the Contract Documents at the time of contracting or self-performed, non-Lump Sum Work are subject to ten percent (10%) mark-up for overhead. This overhead factor is not applied to Subcontractor costs or Construction Manager’s self-performed trade work when priced as a Lump Sum. Equipment rental shall be subject to the requirements of Section 10-20.21 of the *School Code*, 105 ILCS 5/10-20.21.

§ 7.6.13 Costs arising from (1) pandemic, epidemic, or declared emergency; (2) compliance with laws, codes, and regulations that are changed or enacted during the Project; or (3) any order or action of public authorities in response to a public emergency that impact the operations of the Project.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work under the applicable Project Work Order, with the Owner’s prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; and (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not to Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 through 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable; and
- .7 Any cost not specifically and expressly described in Sections 7.1 through 7.7;
- .8 Intentionally deleted.
- .9 Costs and expenses arising from Construction Manager's indemnity obligations, including without limitation, Construction Manager's costs and expenses in removing or defending against a mechanic's lien or surety bond claim asserted against the Owner, and/or its property or funds, or Construction Manager; unless such lien or liens is due to Owner default or wrongful failure to make payments; and
- .10 Rental costs or lease payments for vehicles used solely for commuting, together with any and all automobile liability premiums.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, and refunds shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work for the Work performed under each Project Work Order, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. Wages, salaries and all associated taxes, costs and benefits that are combined as a comprehensive unit of pay described as "Management Rates", "Labor Rates", or "Equipment Rental Rates", as described in this Articles 6 and 7, above, constitute the primary data for accounting purposes.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents. Progress and Final Payments and payments for Preconstruction Services under Article 5 shall be made to Construction Manager in accordance with Exhibit 11.1.1, Construction Manager's Remittance Information, attached to the Project Work Order.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Owner not later than the last day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit its sworn statement, the cost control information required in Section 3.2.5, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Applications for Payment shall show the Cost of the Work actually incurred by the Construction Manager through the end of the period covered by the Application for Payment and for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment. Work awarded through the competitive bidding procedures and performed by Construction Manager's labor force will be billed on a Lump Sum basis using the percentage of the Work completed under the applicable Project Work Order.

§ 11.1.6 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.6.1 The amount of each progress payment shall first include:

- .1 The Cost of the Work as described in Article 7;
- .2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .3 The Construction Manager's Fee computed upon the Cost of the Work described in the preceding Section 11.1.6.1.1 at the rate stated in Section 6.1.2; or if the Construction Manager's Fee is stated as a fixed sum in Section 6.1.2, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 11.1.6.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation;
- .6 Retainage withheld pursuant to Section 11.1.7

§ 11.1.7 Retainage

§ 11.1.7.1 For each progress payment made prior to Substantial Completion of the Work performed under the applicable Project Work Order, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten percent (10%) retainage will be held on all individual line items subject to the reduction set forth in Section 11.1.7.2.

§ 11.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

No retainage shall be held on Construction Manager's Fee, materials, insurance premiums, or General Conditions which is comprised of Construction Manager's staffing costs and reimbursables.

§ 11.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.7.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Upon fifty percent (50%) of that Work being completed and approved by Owner, no additional retainage will be withheld except to adjust the retainage for Change Orders.

Ten percent (10%) retainage shall be held on any payment made prior to the completion of fifty percent (50%) of the Work in accordance with applicable law. Thereafter, retainage withheld shall be reduced so that no more than five percent (5%) is held. Owner shall release payment to Construction Manager for work completed by a subcontractor prior to fifty (50%) completion of the entire Work under the applicable Project Work Order.

§ 11.1.7.3 Except as may be set forth in this Section 11.1.7.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.8 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.9 Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.10 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.11 In taking action on the Construction Manager’s Applications for Payment the Architect shall be entitled to reasonably rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner’s auditors acting in the sole interest of the Owner.

§ 11.1.12 On the first Application for Payment under each Project Work Order, Construction Manager will furnish its partial waiver of lien for the net amount of the application. Construction Manager will furnish with each succeeding Application for Payment a current waiver of lien and the applicable waivers of lien and affidavits from Subcontractors for the previous Application for Payment. On the Application for Final Payment, Construction Manager will furnish the applicable lien waivers and affidavits from Subcontractors for the previous Applications for Payment. At the time the final application is approved and funds are available for payment, Construction Manager will furnish its final waiver of lien and the applicable final lien waivers and affidavits from its Subcontractors. In the event a Subcontractor, or Sub-subcontractor or material supplier fails to provide a waiver of lien for any application for payment, or, should a Subcontractor or Sub-subcontractor record a lien, the Construction Manager may furnish, either directly or through the appropriate Subcontractor, a bond in lieu of the Subcontractor’s absent waiver of lien. Such bond shall be for one hundred and fifty percent (150%) of the amount of the disputed claim.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum under a Project Work Order, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Work under the Project Work Order, except for the Construction Manager’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner’s receipt of the Construction Manager’s final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors’ findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect’s reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 11.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled

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to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 11.2.3 The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner’s request, the Construction Manager incurs costs described in Sections 7.1 through 7.7 and not excluded by Section 7.9 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager’s Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Ten percent 10%

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction
(Paragraphs deleted)

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Owner’s Approval of the Control Estimate

§ 13.1.1 Prior to the Owner’s approval of the Control Estimate, the Owner may terminate the applicable Project Work Order upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without

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cause and the Construction Manager may terminate the applicable Project Work Order, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.2 In the event of termination of the Project Work Order pursuant to Section 13.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 In the event of termination of the Project Work Order pursuant to Section 13.1.1 after the commencement of the Construction Phase but prior to the Owner's approval of the Control Estimate, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager for Preconstruction Phase services under Section 13.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination of the applicable Project Work Order;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.4 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.4.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following the Owner's Approval of the Control Estimate

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates for cause as provided in Article 14 of AIA Document A201-2017, the Owner shall then only pay the Construction Manager an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination of the applicable Project Work Order;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

(Paragraph deleted)

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.2.4 Suspension

The Work under a Project Work Order may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017. In such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.2.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this AIA A134-2019 shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, upon consent of the Construction Manager, assign the Master Agreement to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

The Parties Insurance obligations shall be as set forth in the attached A134-2019 Exhibit A, as amended. Construction Manager's Certificate of General Liability Insurance, to which the Owner and the Owner's Design Professionals have been added as Additional Insureds, attached hereto as Exhibit 14.3 to the Project Work Order, which establishes the coverages and limits of liability as required by the applicable insurance provisions of this Agreement as set forth in A134-2019 Exhibit A, as amended.

(Table deleted)

(Paragraphs deleted)

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After the Owner approves the Control Estimate of the applicable Project Work Order, the Owner and Construction Manager shall purchase and maintain insurance as set forth in AIA Document A134-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

(Paragraph deleted)

§ 14.3.2.1 As set forth in Exhibit A, Section A.2.3.1, Construction Manager is responsible for maintaining "Special/Open Perils" Builder's Risk Insurance, unless indicated otherwise in the applicable Project Work Order. Construction

Manager's Certificate of "Special/Open Perils" Builder's Risk Insurance shall be attached as Exhibit 14.3.2.1 to the Project Work Order.

§ 14.3.2.2 Upon Substantial Completion of the Work performed under the applicable Project Work Order and prior to termination of the Special/Open Perils Builder's Risk Insurance coverage, the Construction Manager will secure and place in force permanent fire and extended coverage insurance, including consequential loss and any other perils covered under a Builder's Risk policy, and will have Owner named as an Additional Insured as its interests may appear.

§ 14.3.2.3 The Construction Manager shall provide bonds as set forth in AIA Document A134™–2019 Exhibit A. In lieu of Construction Manager providing a payment and performance bond for the Project, Construction Manager shall cause each Subcontractor to furnish its own payment and performance bond covering the full amount of Subcontractor's scope of Work.

§ 14.4 Notice

Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given as set forth below: *(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

See applicable Project Work Order.

§ 14.5 Other provisions:

See applicable Project Work Order.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A134™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price, as modified
- .2 AIA Document A134™–2019, Exhibit A, Insurance and Bonds, as modified
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

N/A

- .5 Other Exhibits:
(Check all boxes that apply.)

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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- .6 Other documents, if any, listed below:

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User Notes:

(1884120950)

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

LIST OF EXHIBITS

Exhibit 2.1.2 Project Work Order Sample

Exhibits to be attached with each Project Work Order and approved by Owner’s Board of Education:

Exhibit 3.2.1 Final Cost Estimate, Schedule of Values and Clarifications, List of Drawings and

Specifications

Exhibit 3.3.2.2 Construction Schedule

Exhibit 6.1.5 Construction Manager’s Equipment Rental Rates and Practices

Exhibit 7.2.1 Construction Manager’s Comprehensive Trade Labor Rates

Exhibit 7.2.2 Construction Manager’s Comprehensive Management Rates

Exhibit 11.1.1 Construction Manager’s Remittance Information

Exhibit 14.3 Construction Manager’s Certificate of Insurance

Exhibit 14.3.2.1 Construction Manager’s Certificate of "Special/Open Perils" Builder’s Risk Insurance

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

(Printed name and title)



AIA[®]

Document A134[®] – 2019 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Master Agreement, between the Owner and the Construction Manager, dated the 18th day of December in the year 2023
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

See applicable Project Work Order

THE OWNER:
(Name, legal status, and address)

Board of Education of Lisle Community Unit School District 202
5211 Center Avenue
Lisle, IL 60532

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Pepper Construction Company
411 Lake Zurich Rd.
Barrington, IL 60010

TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE A.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit, unless indicated otherwise in the applicable Project Work Order. As used in this Exhibit, the term General Conditions refers to AIA Document A201TM-2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201TM-2017, General Conditions of the Contract for Construction. Article 11 of A201TM-2017 contains additional insurance provisions.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk Special/Open Perils completed value policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage on a Special/Open Perils Form on a Replacement Cost basis for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft/mysterious disappearance, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm, transit, subsurface water, testing falsework, temporary buildings, post loss pollution containment/clean up, and debris removal. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
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§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Construction Manager’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
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§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of

the Work. The Owner shall be responsible for all co-insurance penalties. A waiver of subrogation endorsement shall be included in favor of the Construction Manager and subcontractors (all tiers) to the degree the cause of loss to the existing structure is covered by the Owners Commercial Property policy. If the waiver of subrogation endorsement is not available, Construction Manager shall have the right to obtain a Builders Risk Difference in Conditions policy at the owner expense as a suitable coverage replacement.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

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(Paragraphs deleted)

§ A.2.5.2 Other Insurance

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONSTRUCTION MANAGER’S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner’s written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager’s Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect’s consultants as additional insureds for claims caused by the Construction Manager’s negligent acts or omissions during the Construction Manager’s operations; and (2) the Owner as an additional insured for claims caused by the Construction Manager’s negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner’s general liability insurance policies and shall apply to both ongoing and products/completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect’s consultants, CG 20 32 07 04 or equivalent form.

§ A.3.2 Construction Manager’s Required Insurance Coverage

§ A.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ten million dollars (\$ 10,000,000) each occurrence, ten million dollars (\$ 10,000,000) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2 The Construction Manager's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, leased, hired and non-owned vehicles used, by the Construction Manager, with policy limits of not less than two million dollars (\$ 2,000,000) combined single limit each accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability, Employer's Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks.

§ A.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than five million dollars (\$ 5,000,000) per claim and five million dollars (\$ 5,000,000) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than ten million dollars (\$ 10,000,000) per claim and ten million dollars (\$ 10,000,000) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of hired manned and unmanned aircraft ("Drones) not exceeding 40 lbs in gross weight, if the Work requires such activities, with policy limits of not less than ten million dollars (\$ 10,000,000) per claim and ten million dollars (\$ 10,000,000) in the aggregate.

§ A.3.3 Construction Manager's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this Section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner and Construction Manager shall mutually adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)
- § A.3.3.2.2 **Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- § A.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.
- § A.3.3.2.6 **Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Builder's Risk Difference in Conditions

Limits

Replacement cost based upon final completed value

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coverage with damage to the existing structure coverage if not provided with a Waiver of Subrogation endorsement

§ A.3.4 Performance Bond and Payment Bond

At Contractor's request and at Owner's expense, Subcontractors shall furnish surety bonds, from a company or companies lawfully authorized to issue surety bonds

(Paragraphs deleted)

with a Best's Insurance Guide Key Rating (current edition) of not lower than "A" and a financial rating not lower than Class "VI" or better, in full amount of the Subcontractor's Contract Sum.

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

See applicable Project Work Order

THE OWNER:

(Name, legal status and address)

Board of Education of Lisle Community Unit School District 202
5211 Center Avenue
Lisle, IL 60532

THE ARCHITECT:

(Name, legal status and address)

Perkins + Will, Inc.
The Wrigley Building
410 N. Michigan Avenue, Suite 1600
Chicago, IL 60611

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- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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15 CLAIMS AND DISPUTES



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents consist of AIA A134-2019 Agreement between Owner and Construction Manager, as amended, AIA A134-2019 Exhibit A – Insurance & Bonds, as amended, the applicable Project Work Order, , Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract (hereinafter "Master Agreement" or "Contract"). A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Master Agreement for Construction. The Master Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Master Agreement may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by a Project Work Order, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under a Project Work Order may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Master Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 Addenda

Addenda are written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the bidding or proposal documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents and Construction Documents when the Agreement is executed. The Contractor and Subcontractors shall include all Addenda items on their copies of the Drawings and Specifications.

§ 1.1.10 All references to "Contractor" shall include "Construction Manager" as appropriate.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Master Agreement or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.1.2 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have estimated the Work on the basis of the greater quantity or better quality, or the most stringent requirement, unless he shall have obtained an interpretation in writing from the Architect as to what shall govern before the submission of his Proposal. The Architect, in case of such conflict, may interpret or construe the documents so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interest of Owner, and the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely

and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

(Paragraph deleted)

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, or another written agreement as agreed upon by the parties, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

In the event a virtual design model is implemented for the coordinated design and construction of the Project, the ConsensusDOCS 301 Building Information Modeling ("BIM") Addendum is hereby incorporated by reference as a Contract Document. The Owner shall cause an identical BIM Addendum to be appended or incorporated into all written agreements between the Owner and any design professional performing obligations to be modeled.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the school district identified in the Master Agreement and throughout the Contract Documents. The Board of Education, by majority vote, is the only representative of the Owner, an independent school district, having the power to: enter into a contract; amend a contract; approve changes in the scope of Work; approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price; agree to an extension to the date of Substantial or Final Completion; or terminate a contract. The Board will act as soon as reasonably possible to avoid undue delays. The Board designates authorized representatives to act on its behalf for day-to-day operations under the Contract. Unless otherwise designated in the Contract Documents, Owner's authorized representative shall be the Superintendent of Schools, who may delegate responsibilities as appropriate. Owner's Board of Education hereby delegates to the Superintendent of Schools or designee the authority to approve changes to the Work where such changes are within the Owner's contingency or the Contractor's contingency, and which do not exceed the limits imposed by 105 ILCS 5/10-20.21, or will not increase the dates for Substantial or Final Completion by more than three (3) days. Any such change shall be confirmed in writing between the Contractor and Owner's Superintendent or designee, and notice of such approved changes shall be given to the Board at its next regular meeting. Except as otherwise provided in the Contract Documents, the Architect does not have such authority. Neither Architect nor Contractor may rely upon the direction of any employee of Owner who has not been designated in writing by the Superintendent or Board of Education; Owner shall not be financially responsible for actions taken by the Architect or Contractor in reliance upon direction from unauthorized persons.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.1.3 The Contractor stipulates and agrees that the Owner has no duty to discover any design errors or omissions in the Drawings, Plans, Specifications and other Construction Documents. By entering into the Contract Documents or

any Agreement with any Architect, Owner does not warrant the adequacy and accuracy of any Drawings, Plans, Specifications or other Construction Documents.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 The Owner, being a public body under the laws of the State of Illinois, is stipulated have adequate funds and/or financing as provided by law prior to award and execution of the Contract Documents.

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Other than the metes and bounds noted in the survey, if any, Owner does not guarantee or warrant the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines, or the presence or absence of easements.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor, also referred to as "Construction Manager," is the person or entity identified as such in the Master Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in the applicable Project Work Order a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

- .1 that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2 that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- .3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental, public, and quasi- public authorities having jurisdiction over it, the Work, or the site of the Project; and
- .4 that the execution of the Contract and its performance thereof are within its duly-authorized powers.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of a Project Work Order by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by the Contractor as a request for information in such form as the Architect may require. The Contractor shall be entitled to an equitable adjustment to the Contract Sum and Project Schedule, as the case may be, to the extent that changes in laws, or interpretations by public authorities, result in the Contractor incurring additional costs or time.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures but Contractor shall not be held responsible for any loss or damage to the Work or adjacent property caused by any such means, methods, techniques, sequences, or procedures specified by the Contract Documents. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, while on Owner's property, to adhere to the following non-exhaustive list of requirements: Owner's safety policies and procedures to refrain from engaging in conduct that violates the safety and travel guidance mentioned above and whether such conduct that violates said governmental safety guidelines constitutes criminal conduct or not; refraining from any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying or possessing weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and employees, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and employees. All areas of campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's and Subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate removal of the offending employee from all construction on any of Owner's property. Repeated removal of Contractor's or Contractor's subcontractor's forces, or one serious infraction, shall constitute a substantial breach of the Agreement justifying the immediate termination by Owner pursuant to Article 14. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1)

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make Contractor the agent, servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner or any of its authorized representatives in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for qualified, careful, and efficient workers and labor. In addition, unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Notwithstanding any other text in the Contract Documents, consumption of temporary utilities shall be Owner's expense. Before ordering any material or doing any Work, Contractor shall verify all dimensions and check all conditions in order to assure Contractor that they are the same as those in the Drawings, Specifications, and other Construction Documents. Any inconsistency shall be brought to the attention of the Architect. In the event that discrepancies occur between ordered material and actual conditions and Architect was not notified beforehand, then costs to correct such discrepancies shall be borne by Contractor. Additionally, before ordering any material or doing any Work prior to and also during the course of the Work, Contractor shall evaluate any potential impact of governmental safety and travel restrictions relating to COVID-19 which might or will impact the timely and safe movement of labor and materials to and from the Project.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor further warrants that Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards of construction practice for construction of projects similar to the Project, except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship, in which case the standard shall be the higher standard. All material shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed in writing by the Architect. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance unless such maintenance is Contractor's responsibility, improper operation, or normal wear and tear and normal usage but such exclusions shall only apply after Owner has taken occupancy of the damaged or defective point of the Project. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Notwithstanding anything in the Contract Documents to the contrary, Owner and Contractor expressly agree that the warranties stated herein shall mean the individual warranties associated with each particular Work within the Project, and each such individual warranty shall run from the applicable Work's Substantial Completion date (unless otherwise expressly provided in the applicable Contract Documents for that particular Work). Contractor's express warranty is in addition to, and not in lieu of, Owner's other available remedies. All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approved forms for delivery to the Owner. The warranties set out in this subparagraph are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or expressed or implied under applicable law.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 Without assuming any design responsibilities, the Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, building codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. The Contractor shall be entitled to an equitable adjustment to the Contract Sum and Project Schedule, as the case may be, to the extent that changes in laws result in the Contractor incurring additional costs or time, as set forth in Articles 7, 8, and 15. In addition, Contractor shall authorize posting of any notices concerning the Workers Compensation insurance carried by other parties involved in the Project, including without limitation, Architect, at the same location where Contractor posts notices regarding Workers Compensation. If applicable, the Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, traffic control, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

§ 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than seven (7) business days after first observance of the conditions. Contractor agrees that this is a reasonable notice requirement. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially, report findings and a recommended resolution in writing to Owner and Contractor. If Owner's Board of Education and Contractor cannot agree on an equitable adjustment to the Contract Sum or Contract time, then either party may pursue binding dispute resolution as provided for in Article 15 within ninety (90) days of the Architect's recommendation. If such conditions will cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall be entitled to an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts as well as the labor costs of performing the Work when made part of the allowance line item within the Schedule of Values;
- .2 unless excluded under Section 3.8.2.1, above, Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness so as not to delay progress of the Work.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Project Work Order, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals at the Contractor's discretion and without prior notice, as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Project Work Order and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities

for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Contract Documents.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§ 3.13.3 The Contractor and its subcontractors shall not erect any sign on the Project site without the prior written consent of the Owner.

§ 3.13.4 Contractor shall ensure that the Work, at all times, is performed in a manner that affords Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Construction Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy.

§ 3.13.5 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Owner, provided, however, that any such cutting, fitting or patching can only be performed if the cutting, fitting or patching results in Work that is in accordance with the Construction Documents and Contract Documents. The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except

with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall, on a daily basis, keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish, and shall periodically remove waste materials, debris and rubbish from the Work and dispose of all such materials at legal disposal areas away from the site. All cleaning operations shall be scheduled so as to ensure that contaminants resulting from the cleaning process will not fall on newly-coated or newly-painted surfaces. Immediately after unpacking materials, all packing case lumber or other packing materials, wrapping or other like flammable waste shall be collected and removed from the building and premises. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. Care shall be taken by all workers not to mark, soil, or otherwise deface any finish. In the event that any finish becomes defaced in any way by mechanics or workers, the Contractor or any of his Subcontractors shall clean and restore such surfaces to their original condition.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 The Contractor shall be responsible for the protection of the Work. Prior to the Architect's inspection for Substantial Completion, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning.

§ 3.15.4 After construction is complete, Contractor shall: (1) employ skilled workers for final cleaning; (2) remove grease, mastic adhesive, dust, dirt, stains, fingerprints, labels and other foreign materials from all sight-exposed interior and exterior surfaces; (3) wash and shine glazing and mirrors; (4) polish glossy surfaces to a clear shine; (5) vacuum clean carpeted and similar soft surfaces; (6) clean (damp mop with clean mop and water) resilient and hard surface floors repeating as necessary until no visible residue remains on floors; (7) clean plumbing fixtures to a sanitary condition; (8) clean surfaces of all equipment and remove excess lubrication; (9) clean permanent filters and replace disposable filters in ventilating systems if units were operated during construction and clean ducts, blowers and coils; (10) clean light fixtures; (11) remove waste, foreign matter and debris from roofs, gutters, area ways and drainage ways; (12) remove waste, debris and surplus materials from the site; (13) remove stains, spills and foreign substances from paved areas; and (14) broom clean exterior concrete and paved surfaces and rake clean the grounds.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect and their designated representatives with access to the Work in preparation and progress wherever located. The presence of the Owner, Architect or their representatives does not constitute acceptance or approval of the Work.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting

from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 The obligations of the Contractor under this Section 3.18 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the applicable Project Work Order.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect and/or Contractor shall promptly notify, orally and in writing, the other party and Owner of any fault or defect in the Project or nonconformance with Construction Documents or the Contract Documents they may respectively discover and each, upon discovery of the defect or nonconformance, shall be responsible for notifying the other party and Owner of those corrective actions they respectively take; provided, however, Contractor shall have no duty to notify Owner of discoveries made or actions taken by Architect.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness so as not to delay progress of the Work while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with

reasonable promptness so as not to delay the progress of the Work or cause Work to be performed out of sequence. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 7-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 Each Contractor or subcontractor shall be required to completely familiarize itself with the plans and specifications, to visit the Work site to completely familiarize itself with existing conditions, and to conduct any other appropriate investigations, inspections or inquiries prior to submission of a bid or proposal. No increases in Contract Sums or Contract Times shall be allowed for failure to so inspect or investigate.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. The terms and conditions of the Contract Documents shall be incorporated by reference into each subcontract agreement, included as provided below. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to

which the Subcontractor will be bound. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 The Contractor shall require any potential subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Architect or the Owner and the potential subcontractor prior to entering into a subcontract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated subcontractor.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for any unperformed portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Master Agreement, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.1.5 Owner shall not assign to Contractor any separate contracts whose terms with respect to payment applications, insurance, damages, and excusable delay materially vary from those contained in the Subcontract Agreement.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects upon Contractor's discovery thereof shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.2.6 The Owner shall take reasonable steps to require its separate contractors to name the Owner and Contractor as Additional Insureds on the separate contractors' general liability insurance policies and file certificates of insurance with Owner and Contractor showing such compliance prior to commencing Work at the Project site.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Master Agreement or Project Work Order, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner or Architect, and Contractor. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.2.3 Contractor stipulates that acceptance of a Change Order by the Contractor constitutes full accord and satisfaction for any and all Claims, whether direct or indirect, arising from the subject matter of the Change Order.

§ 7.2.4 In no event shall a single change, or the aggregate of all changes, result in the total costs, reimbursements and fees exceeding the Contract Sum, unless agreed to in writing by Owner prior to the commencement of such modified or changed Work.

§ 7.2.5 Any additive adjustment to the Contract Sum shall include such markups for overhead and profit as follows:

- a) If the Change is to Work self-performed by the Contractor, which Work must be awarded based on competitive bidding, Contractor shall receive ten percent (10%) overhead and five percent (5%) Fee;
- b) If the Change is to Work self-performed by the Contractor that was not awarded by competitive bidding but nonetheless conforming to the requirements of 105 ILCS 5/10-20.21,
Contractor shall receive as its fee the Contractor's Fee as set forth in the Agreement. This Fee shall also apply to changes in the Work performed by a Subcontractor under Sections (c) and (d), below;
- c) Work performed by a Subcontractor shall include ten percent (10%) overhead and five percent (5%) Fee; and
- d) Work performed by a Sub-subcontractor shall include ten percent (10%) overhead and five percent (5%) Fee, plus a five percent (5%) Fee to the Subcontractor

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, with markups for overhead and profit as set forth in Section 7.2.5, above;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following and shall be limited to the following:

- .1 Actual costs of labor, including applicable payroll taxes, and workers' compensation insurance;
- .2 Actual costs of materials, supplies, and equipment, including cost of transportation, used in performing the Change in the Work;
- .3 Actual rental costs of machinery and equipment rented from third parties, exclusive of hand tools, whether rented from the Contractor or others; and
- .4 Actual costs of premiums for all bonds and insurance, and permit fees, directly related to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. If not established elsewhere in the Contract Documents, Contractor's profit shall be its percentage Fee (or equivalent percentage if the Fee is set as a Lump Sum amount) under the Contract Sum and overhead shall apply pursuant to the applicable Article setting forth the Cost of the Work in the Agreement.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 Contractor shall not be obligated to perform additional or extra Work without an executed Change Order as directed by the Owner (even if such direction is contrary to, or a waiver of, another term of this Agreement) or by a Construction Change Directive if the aggregate cost of all such additional Work that has not been converted to an executed Change Order exceeds fifty percent (50%) of the Contractor's Fee as calculated using the current Contract Sum.

§ 7.4 Minor Changes in the Work

With prior written notice to the Owner's representative, the Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing and approved by the Owner. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time. The Contractor shall carry out such written orders promptly. Minor changes in the Work shall not include changes that involve the outward appearance of the structure, color schemes, floor plans, building materials, landscaping, or mechanical equipment.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Project Work Order.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing a Project Work Order, the Contractor stipulates that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial and Final Completion of the Work to be performed under the applicable Project Work Order within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, services provided by public utilities, pandemic, epidemic, declared emergency, government orders or directives, or changes in the law that impact the performance of the Work, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended and the Contract Sum shall be adjusted for such reasonable time and amounts arising out of or related to such cause as the Owner may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents, except that Consequential Damages shall not, under any circumstances, be recoverable by any party bound by these general conditions.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Project Work Order and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Project Work Order.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices may be equitably adjusted by prior written agreement of the Parties.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work included in an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 Notwithstanding anything to the contrary contained elsewhere in these General Conditions or the Contract Documents, it is expressly understood and agreed that with respect to all progress payments, other than the final payment, Subcontractors' waivers of lien and affidavits for a particular progress payment need not be submitted by the Contractor until after Contractor's receipt of such progress payment and as part of Contractor's next progress payment application.

§ 9.3.5 Other than Subcontractor waivers and affidavits provided to the Owner pursuant to Section 9.3.4 above, incomplete or inaccurate Applications for Payment shall be returned to the Contractor by the Architect for completion and/or correction. Owner shall have no responsibility for payment of same if the Application for Payment is incomplete or inaccurate.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.4.3 The issuance of a Certificate for Payment shall constitute a recommendation to the Owner regarding the amount to be paid. This recommendation is not binding on the Owner if Owner knows of other reasons under the Contract Documents why payment should be withheld.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments to Subcontractors or suppliers in accordance with the terms of the applicable subcontracts, or for properly performed or delivered labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the Contractor disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, the Contractor may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under the Contract Documents, then Architect may withhold any further Certificate for Payment from Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Sections 9.3.5, 9.4.3, 9.5.1, or this Section.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 Provided a Subcontractor has performed in accordance with the terms of its Subcontract, the Contractor shall, in compliance with any and all applicable laws, pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law. Any action taken by the Owner to require the Contractor to pay a Subcontractor shall not impose any liability on Owner to the Subcontractor or supplier.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted. Contractor is entitled to payment for Work properly performed provided Contractor is proceeding diligently and in good faith to contest such lien and has furnished to Owner reasonable security, such as a bond, title insurance, letter of credit, etc., to reasonably protect Owner against such lien.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. If the Owner provides written notice to the Contractor that: 1) payment has been made; or 2) a bona fide dispute for payment exists, listing the specific reasons for nonpayment, then Contractor shall be liable for damages resulting from suspension of the Work. If a reason specified is that labor, services, or materials provided by the Contractor are not provided in compliance with the Contract Documents, then the Contractor shall be provided a reasonable opportunity to cure the noncompliance or to compensate Owner for any failure to cure the noncompliance. No amount shall be added to the Contract Sum as a result of a dispute between Owner and Contractor unless and until such dispute is resolved in Contractor's favor.

§ 9.7.1 If the Architect does not issue a Certificate for Payment within seven days after receipt of the Contractor's Application for Payment, through no fault of the Contractor, then the Contractor shall provide written notice to the Owner, and the Owner shall have fourteen (14) business days after receipt of such notice to provide or obtain a Certificate for Payment. If Owner fails to provide or obtain the Certificate for Payment, then the Contractor may, upon fourteen (14) additional business days' written notice to the Owner and Architect, stop the Work until payment of the undisputed amount owing has been received.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; all Project systems included in the Work or designated portion thereof have been successfully tested and are fully operational; all required governmental inspections and certifications required of the Work have been made, approved and posted; designated initial instruction of Owner's personnel in the operation of Project systems has been completed; and all the required finishes set out in the Construction Documents are in place. The only remaining Work shall be minor in nature so that the Owner can occupy the Work or the applicable portion of the Work for all of its intended purposes on that date; and the completion of the Work by the Contractor will not materially interfere with or hamper Owner's normal school operations or other intended use. As a further condition of a determination of Substantial Completion, the Contractor shall certify that all remaining Work shall be completed within 30 days. Contractor shall complete Owner's Substantial Completion Certificate.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. Except with the consent of the Owner, the Architect shall perform no more than five inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare, sign and issue a Certificate of Substantial Completion that shall establish the date of Substantial Completion and Final Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon in writing, partial occupancy or use of a portion or portions of the Work or installation of furnishings and equipment shall not constitute acceptance of Work not complying with the requirements of the Contract Documents, nor shall it constitute evidence of Substantial Completion or Final Completion.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees unless Contractor is proceeding diligently and in good faith to contest such lien and has furnished to Owner reasonable security, such as a bond, title insurance, letter of credit, etc., to reasonably protect Owner against such lien.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Master Agreement and the Contractor further agrees to fully comply with all safety standards required by the Occupational Safety and Health Administration ("OSHA") 29 USC Section 651 et seq., and all amendments thereto. However, the Contractor's duties herein shall not relieve any Subcontractor or any

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other person or entity, including any person or entity required to comply with all applicable federal, state and local laws, rules, regulations, and ordinances, from the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.1.2 Contractor's employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not perform any service for Owner while under the influence of any amount of alcohol or any illegal controlled substance; or use, possess, distribute, or sell alcoholic beverages while on Owner's premises. No person shall: use, possess, distribute, or sell illegal or nonprescribed controlled drugs or drug paraphernalia; misuse legitimate prescription or over-the-counter drugs; or act in contravention of warnings on medications while performing the Work or while on Owner's premises. Contractor's employees, agents, Subcontractors, or anyone directly or indirectly employed by any of them, shall not distribute or sell alcohol or drugs of any kind to Owner's students or staff, regardless of the location of the distribution or sale.

§ 10.1.3 Contractor will comply with all applicable federal, state, and local drug and alcohol-related laws and regulations and infectious disease related governmental safety guidelines (e.g., Department of Transportation regulations, Drug-Free Workplace Act, pandemic related safety guidelines affecting schools, workplaces, and construction activities issued by the Illinois Department of Public Health, the U.S. Centers for Disease Control and Prevention, and the World Health Organization). Contractor has adopted or will adopt its own policy to assure a drug-free and alcohol-free workplace while on Owner's premises or performing the Work. Contractor will remove any of its employees, agents, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such person, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove any person from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, the person so removed may only be considered for return to work after the Contractor certifies, as a result of a for-cause test, conducted immediately following removal, that said person was in compliance with this Contract. Contractor will not use any person to perform the Work who fails or refuses to take, or tests positive on, any for-cause alcohol or drug test.

§ 10.1.4 Owner has also banned the presence of all weapons on the Project site, whether or not the owner thereof has a permit for a weapon, and Contractor agrees that Contractor's representatives, employees, agents, and subcontractors will abide by same.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work, school personnel, students, and other persons on Owner's premises, and other persons who may be affected thereby including the installation of fencing between the Work site and any connecting or adjacent property of Owner;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, other buildings, and other contents, fencing, walks, athletic fields, facilities, and tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting installing fencing, danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any personal or real property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice, as required by Section 1.6.1, shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 The Contractor shall do all things reasonably necessary to protect the Owner's premises and all persons from damage and injury when all or a portion of the Work is suspended for any reason.

§ 10.2.10 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work which cause death, bodily injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious bodily injuries, or serious property damages are caused, then the accident shall be reported immediately by any means necessary to give actual notice to the Owner's representative and the Architect.

§ 10.2.11 Contractor's obligations under this Section 10.2 as to each portion of the Project shall continue until Owner takes possession of and occupies that portion of the Project.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 Without accepting any responsibility or liability for the remediation of hazardous materials that exist on or contiguous to the Project site as of the date of the applicable Project Work Order, the Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. In the event the Contractor encounters polychlorinated biphenyl (PCB), and the specifications require the PCB's removal, the Contractor shall remove the PCB and store it in marked containers at the jobsite provided by the Owner. If PCBs are found which are leaking, then Contractor shall stop work on the affected fixture and shall contact Owner for removal and disposal of the leaking PCBs.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the

Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contractor may be entitled to an equitable adjustment regarding the Date of Substantial Completion and/or Final Completion.

§ 10.3.3 If Contractor imports hazardous materials onto the Project site, then Contractor hereby indemnifies and holds harmless the Owner, its consultants, education, officers, agents and employees, against any claims arising out of or related to such importation, including but not limited to costs and expenses the owner incurs for remediation of a material or substance the contractor brings to the site, as provided for in Subparagraph 3.18.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to requirements of the Contract Documents or the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.3.7 The Contractor shall not be required to perform, without consent, any Work relating to toxic mold, asbestos or polychlorinated biphenyl ("PCB"). The Contractor shall perform no work involving toxic, contaminant, contaminated or hazardous material of any type, which removal or responsibility to render harmless is the Owner's obligation.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

§ 10.5 Access to the Work

§ 10.5.1 Contractor shall have the right to impose reasonable rules regarding visitation to the Work by the Owner, Owner's agents and employees, and the general public, based on the safety rules and insurance requirements of the particular work area.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Master Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. The Construction Manager shall provide surety bonds for its performance. All General Contractors, prime contractors and Subcontractors shall also provide surety performance and payment bonds in an amount no less than the respective contractor's contract price. All insurance required herein shall be obtained from a company licensed to do business in the State of Illinois by the Illinois Department of Insurance, and shall be underwritten by a company rated not less than A-VIII in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, www.ambest.com, and that permits waivers of subrogation.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor, shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within seven (7) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner and Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Master Agreement or elsewhere in the Contract Documents. The Owner and Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Contractor fails to purchase and maintain the required property ("Special/Open Perils Builder's Risk") insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Contractor shall inform the Owner in writing prior to commencement of the Work. Upon receipt of notice from the Contractor, the Owner may delay commencement of the Work and may obtain insurance that will protect the interests of the Owner, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Contractor fails to procure coverage, the Contractor waives all rights against the Owner, Subcontractors, and Sub-subcontractors to the extent the loss to the Contractor would have been covered by the insurance to have been procured by the Contractor. The cost of the insurance shall be charged to the Contractor by a Change Order. If the Contractor does not provide written notice, and the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain the required insurance, the Contractor shall reimburse the Owner for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within seven (7) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Owner: (1) the Owner, upon receipt of notice from the Contractor, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Contractor waives all rights against the Owner, Subcontractors, and Sub-subcontractors to the extent any loss to the Contractor would have been covered by the insurance had it not expired or been cancelled. If the Owner purchases replacement coverage, the cost of the insurance shall be charged to the Contractor by an appropriate Change Order. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 All insurance required herein shall contain a waiver of subrogation in favor of Owner on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or

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otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

(Paragraph deleted)

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire, pandemic, or other causes of loss.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property ("Special/Open Perils Builder's Risk") insurance required by the Agreement shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Contractor shall pay the Architect and Owner their just shares of insurance proceeds received by the Contractor, and by appropriate agreements the Architect and Owner shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Contractor shall notify the Owner of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Owner shall have 21 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Owner does not object, the Contractor shall settle the loss and the Owner shall be bound by the settlement and allocation. Upon receipt, the Contractor shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Contractor does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Owner timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Contractor may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.1.1 The Owner may make emergency repairs to the Work or take such other measures necessary under the circumstances, if the Contractor does not promptly respond to a notice of defect or nonconforming Work. Contractor shall be responsible to Owner for this cost if the reason for the repairs is attributable to the Contractor. If payments then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall pay the difference to the Owner on demand.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 12.2.2.1.1.. Nothing contained in this Section 12.2 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied.

§ 12.2.2.1.1 If the Contractor fails to perform the corrective Work, then Owner may perform corrective Work, at Contractor's cost. If Owner performs corrective Work, then Owner may also remove nonconforming Work and store the salvageable materials or equipment at Contractor's expense. If the Contractor does not pay all costs incurred by Owner within ten (10) days after written notice, then Owner may, upon ten (10) additional days' written notice, sell the removed materials and equipment in accordance with Owner's policies, and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, then the Contractor shall pay the difference to the Owner.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner, but only as to the corrected work.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the State of Illinois, and any litigation shall be conducted in Illinois state court. Mandatory and exclusive venue for any disputes shall in the county in which the Project is located. place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Master Agreement or Project Work Order as a whole

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without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, upon consent of the Contractor, assign the Master Agreement to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability, or effect of the remainder of the Contract Documents.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Undisputed payments overdue and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. Any such payment shall be deemed overdue on the thirty-first day after Owner received Architect's invoice or Contractor's completed Application for Payment for the Architect, whichever is later, if Owner's Board of Education meets more than once per month. Any such payment shall be deemed overdue

on the forty-sixth day after Owner receives Architect's invoice or Contractor's Certificate for Payment from the Architect, if Owner's Board of Education meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

§ 13.6.1 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, Construction Documents, payment records, payroll records, daily reports, diaries, logs, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within 10 days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office.

§ 13.6.2 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner and shall be subject to the provisions of Section 13.7.1.

§ 13.6.3 Contractor shall keep all Contract Documents related to the Project, subject to the provisions of Section 13.7.1, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

§ 13.6.4 In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayments within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

§ 13.7 RECORDS

§ 13.7.1 Neither Architect nor Contractor shall use the image or likeness of Owner's Project or Owner's official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Owner, without Owner's prior written consent. Contractor and Architect shall not have any authority to advertise or claim that Owner endorses Architect or Contractor's services, without Owner's prior written consent.

§ 13.7.2 Neither Architect nor Contractor shall disclose any confidential information of Owner which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to: pending real estate purchases, exchange, lease, or value; information related to litigation; the location and deployment of security devices; security access codes; student likenesses; student record information; employee information; or any other information deemed confidential by law.

§ 13.7.3 The parties acknowledge that, as a public entity in the State of Illinois, Owner is subject to, and must comply with, the provisions of the Illinois Freedom of Information Act, 5 ILCS 140/1, et seq., and the Illinois Open Meetings Act, 5 ILCS 120/1, et seq.

§ 13.7.3.1 Human Rights Act: Contractor will comply with the terms and procedures of the Illinois Human Rights Act. 775 ILCS 10/0.01 et seq. Contractor agrees as follows:

§ 13.7.4 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

§ 13.7.4 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

§ 13.8 DRUG FREE WORKPLACE

§ 13.8.1 The Contractor by submitting its bid certifies that it will provide a drug free workplace and that it is in compliance with the requirements of the Drug Free Workplace Act. 30 ILCS 580.1 et seq. Contractor shall **execute** "AIA A201 – Attachment A" attached hereto certifying such compliance:

§ 13.9 SEXUAL HARRASSMENT POLICY

§ 13.9.1 The Contractor by submitting its bid certifies that it has a written sexual harassment policy which includes (i) the illegality of sexual harassment; (ii) a definition of sexual harassment (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigate and complaint process through the Illinois Department of Human Rights; (vi) Directions on how to contact the Department and Commission; and (vii) Protection against retaliation for exercising rights under the policy in accordance with 775 ILCS 5/2-105(A) (4). Contractor shall execute "AIA A201 – Attachment B" attached hereto certifying such agreement:

§ 13.10 PREVAILING WAGE ACT

§ 13.10.1 This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties. Contractor shall execute "AIA A201 – Attachment C" attached hereto certifying such agreement:

§ 13.10.2 Any increases in costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of any contract shall be at the expense of the Contractor and not all the expense of the Owner.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate a Project Work Order if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate a Project Work Order if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Project Work Order and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents

with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate a Project Work Order if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates a Project Work Order for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts earned to the date of termination.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate a Project Work Order for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work

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properly executed and for proven costs incurred by Contractor with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination. Such payment shall not cause the Contract Sum, or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk Project, to be exceeded. Such payment shall not include overhead and profit for Work not executed.

§ 14.4.4 Upon determination by a Court of competent jurisdiction that termination of the Contractor was wrongful, such termination will be deemed converted to a termination for convenience and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 14.4.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Master Agreement. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Master Agreement, whether in contract, tort, breach of warranty or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5.1 If the Contractor believes additional cost is involved for reasons including but not limited to (1) an order by the Owner to stop the Work where the Contractor was not at fault, (2) a written order for the Work issued by the Owner, (3) failure of payment by the Owner, (4) termination of the Agreement by the Owner, (5) Owner's suspension, (6) a delay or price increase of material, equipment, or energy, or (7) other reasonable grounds, Contractor may file a Claim in accordance with this Article 15.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Master Agreement. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may request mediation or pursue binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision

Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject binding dispute resolution.

(Paragraphs deleted)

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

(Paragraphs deleted)

§ 16 RENOVATION OR ADDITIONS TO AN EXISTING STRUCTURE AND TEMPORARY UTILITIES

§ 16.1 Investigation, Analysis, & Testing

The Contractor has not investigated or determined the current conditions of the existing superstructure, building systems and the adequacy of utilities that may impact Contractor's performance of the Work. The cost of correcting any such deficiencies is not included within the Contract Sum.

§ 16.2 Services Provided by Owner

Notwithstanding anything to the contrary contained in Section 3.4.1 of these General Conditions or elsewhere in the General Conditions or other Contract Documents, Owner shall pay for water, heat, utilities, and any other services or facilities necessary for the proper execution and completion of the Work.

AIA A201 – Attachment A

**CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT**

_____, having 25 or more employees, does hereby certify pursuant to Section 3 of the *Illinois Drug-Free Workplace Act* (30 ILCS 580/3) that [he, she, it] shall provide a drug-free workplace for all employees engaged in performance of the work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies, that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

By: _____
Authorized Agent

SUBSCRIBED and SWORN to before me

This ___ day of _____, 2012

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AIA A201 – Attachment B

**CERTIFICATE REGARDING
SEXUAL HARASSMENT POLICY**

_____ (Contractor), does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that [he, she, it] has a written sexual harassment policy that includes, at a 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) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

By: _____
Authorized Agent

Date: _____

SUBSCRIBED and SWORN to before me
this ___ day of _____, 2012.

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AIA A201 – Attachment C

CERTIFICATE OF PREVAILING WAGE PAYMENT

_____, Contractor, hereby certifies that all laborers, workers and mechanics performing work under the contract shall not be paid less than the prevailing wage as found by the Illinois Department of Labor or the Board of Education, and that Contractor and all subcontractors shall in all other respects comply with the *Prevailing Wage Act*, 820 ILCS 130/0.01 *et seq.*, in carrying out work under the contract. If, during the course of work under this contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract, Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all subcontractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage as set forth above shall not result in an increase in the contract sum. Contractor shall protect, defend, indemnify and hold the Owner harmless for any claims or demands made as a result of Contractor’s failure to comply with this certification.

By: _____
Contractor’s Authorized Representative

SUBSCRIBED and SWORN TO before me

this ____ day of _____, 2012.

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Exhibit 2.1.2

PROJECT WORK ORDER # ____

[] ("Owner") and **Pepper Construction Company** ("Construction Manager") entered into a Master Agreement on _____, 2023 ("Master Agreement"). Such Master Agreement is in the format of an AIA A134-2019, as modified, with additional Contract Documents including AIA A134-2019 Exhibit A – Insurance & Bonds, General Conditions (AIA A201-2017, as modified), the Project Manual, and Drawings and Specifications.

The Owner and the Construction Manager hereby agree to enter into this Project Work Order, dated _____, whereby all provisions of the Master Agreement shall be incorporated herein for the project known as " _____ " ("Project"), which is located at _____ and consists of renovations and as further described in the Contract Documents and Clarifications, a list of which is attached hereto as Project Work Order Exhibit 3.2.1. Project-specific terms and information pursuant to this Project Work Order are as follows:

1. The Owner's construction milestone dates:
 - a. Date of Commencement shall be: []
 - b. Substantial Completion shall be achieved no later than [] and as further set forth in the attached Exhibit 3.3.2.2, Project Construction Schedule.

2. The Owner identifies the following representative:
[]

3. The Architect identifies the following representative:
[]

4. The Construction Manager identifies the following representative:
[]

5. The Preconstruction Cost Estimate is [] Dollars (\$[]) and indicated within the attached Exhibit 3.2.1, Final Cost Estimate, Schedule of Values, and Clarifications.

6. Commercial General Liability insurance premiums, as further described at Section 7.6 of the Master Agreement, shall be charged at the rate of []% per thousand dollars of the Cost of the Work.

7. Construction Manager's Fee shall be 2.25 percent.

8. The Final Cost Estimate [] Dollars (\$[]), and is based upon and is subject to the Schedule of Values and Clarifications, attached hereto as Exhibit 3.2.1 and Construction Manager's current rates attached hereto as Exhibits 6.1.5, 7.2.1, and 7.2.2.

9. Should any alternates, allowances, or unit prices be established subsequent to the Final Cost Estimate, the same will be incorporated by Change Order to this Project Work Order.

Exhibit 2.1.2

10. Exhibits attached hereto, and which are a portion of the Contract Documents, include the following:

- Exhibit 3.2.1 Final Cost Estimate, Schedule of Values and Clarifications, List of Drawings and Specifications
- Exhibit 3.3.2.2 Project Construction Schedule
- Exhibit 6.1.5 Construction Manager's Equipment Rental Rates and Practices
- Exhibit 7.2.1 Construction Manager's Comprehensive Trade Labor Rates
- Exhibit 7.2.2 Construction Manager's Comprehensive Management Rates
- Exhibit 11.1.1 Construction Manager's Remittance Information
- Exhibit 14.3 Construction Manager's Certificate of Insurance
- Exhibit 14.3.2.1 Construction Manager's Certificate of "Special/Open Perils" Builders Risk

The parties hereto execute this Project Work Order through their authorized officers, as of the date first above written, in at least three original copies, of which one is to be delivered to the Construction Manager, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

[]

PEPPER CONSTRUCTION COMPANY

By: _____

By: _____

Its:

Its:

FOR ACTION

**Lisle Community Unit School District 202
Board of Education Meeting
December 18, 2023**

SUBJECT: Construction Contracts – Lisle Junior High Renovations

BACKGROUND DATA: The attached schedule summarizes the bids received and recommended contracts for the Lisle Junior High Renovations. Sixteen (16) different trades are represented in Bid Period 1. The Bid Tabulation included in Board Books lists all contractors that submitted bids for each of the trades. The total of ALL base bids is \$5,068,239 and encompass the following areas of work at Lisle Junior High School:

- Four additional classrooms where Central Office is currently located
- Window replacement throughout the entire building
- Main entrance vestibule renovation
- Single user toilet room
- Ceiling and lighting upgrades in the classrooms
- Renovation of special education classrooms
- Classroom unit ventilator replacement

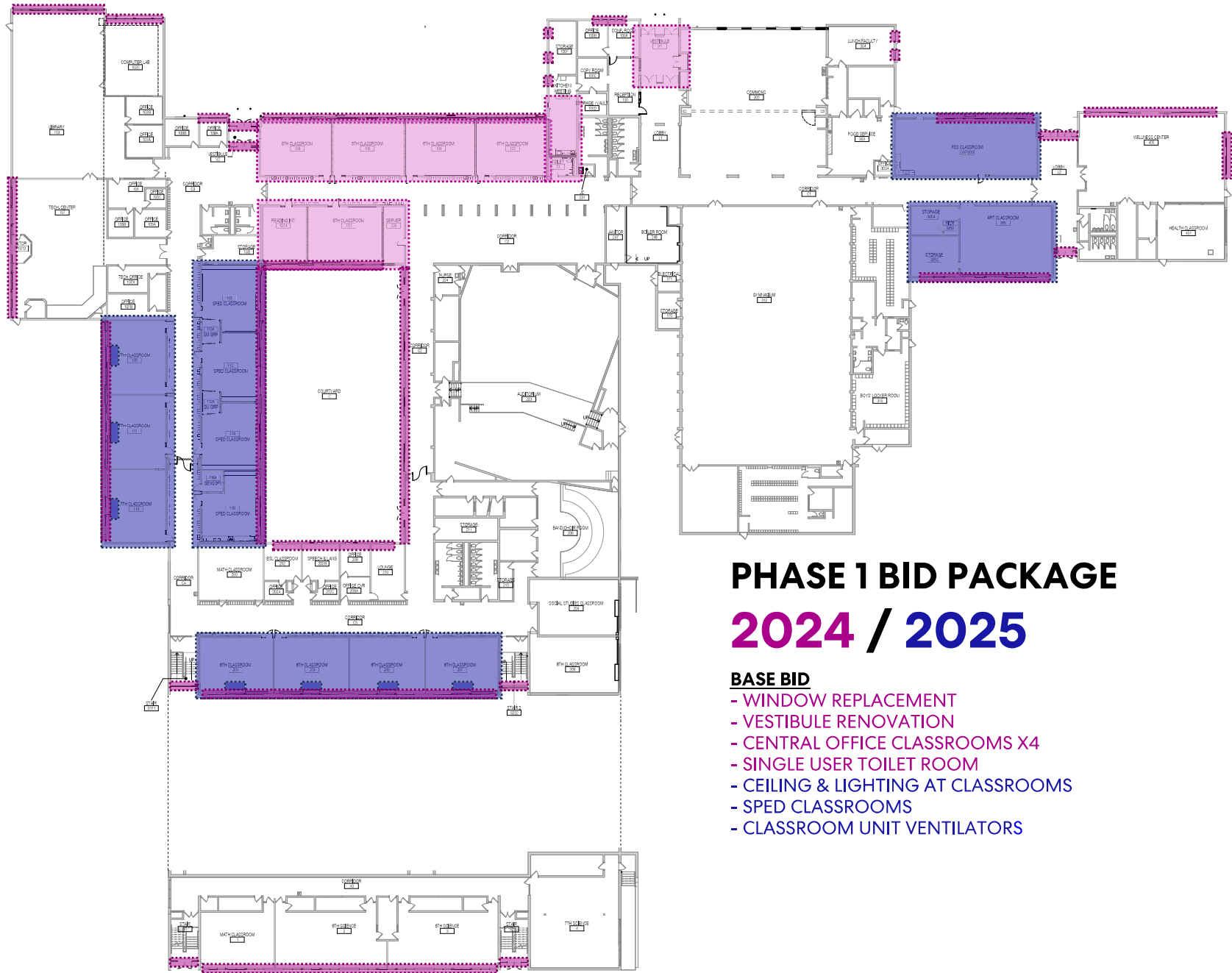
The lowest bidder for Drywall & Rough Carpentry has asked to withdraw their bid based on missing some items in their response. With only one additional bidder at a significantly higher amount, the administration recommends deferring acceptance of this bid while the scope of work is reviewed. The Site Concrete bid is also being deferred until later in the project so that any concrete work is not damaged in future phases.

The Administration recommends not accepting any of the alternates at this time to preserve the budget for future phases of work. As work progresses, and costs become clearer, these alternates may be re-bid in the future.

FINANCIAL IMPACT: The construction contracts recommended for approval total \$4,602,077. Please see the attached schedule for individual bids and contracts awarded as part of Bid Period 1.

RECOMMENDATION: Pepper Construction evaluated the bids and performed the necessary due diligence on the lowest responsible bidders. Pepper recommends awarding the contracts included on the Bid Opening Analysis.

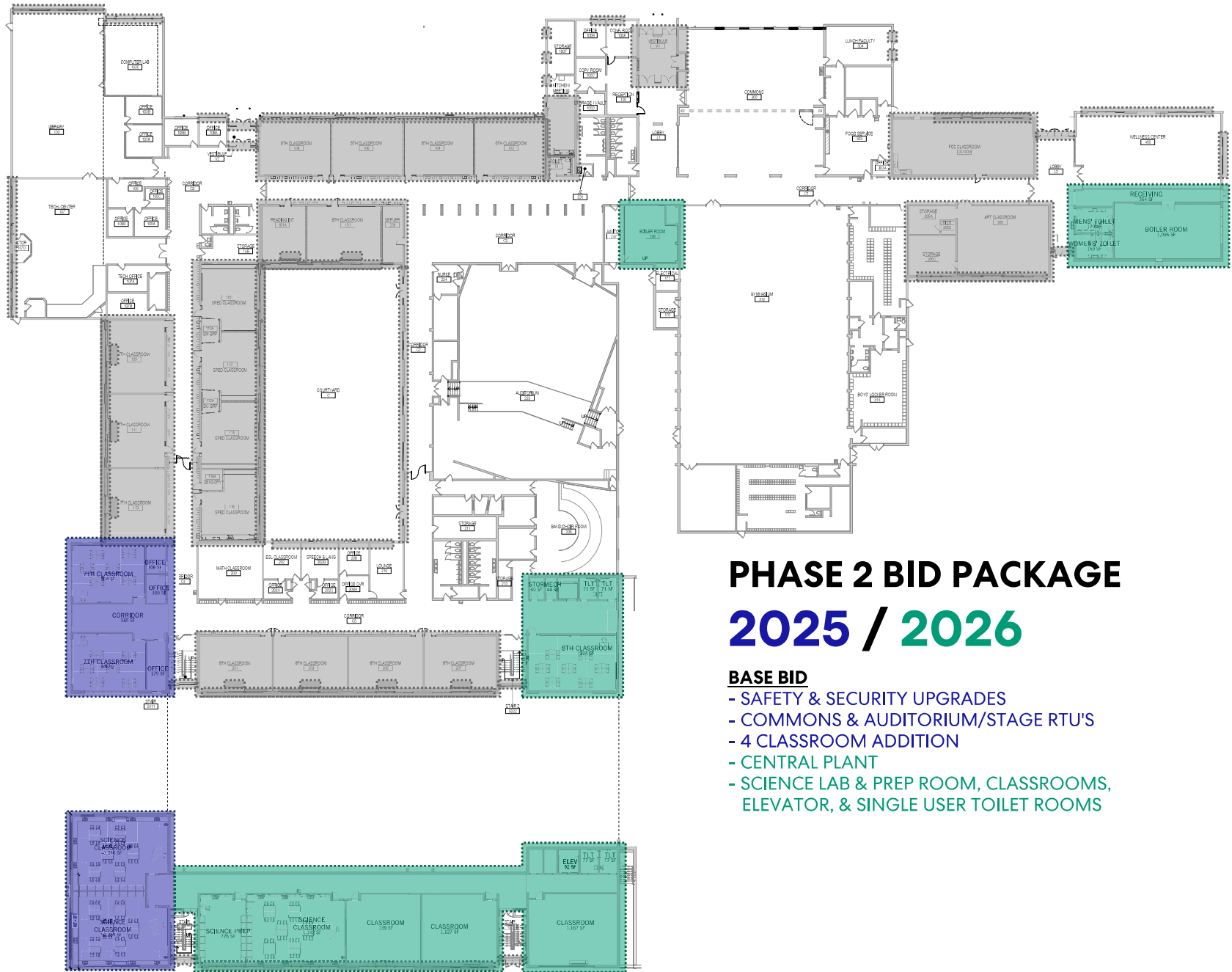
SUGGESTED MOTION: That the Board of Education approve the base bids included in Bid Packages 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, and 15 totaling \$4,602,077 and assign the contract for said services to Pepper Construction.



PHASE 1 BID PACKAGE 2024 / 2025

BASE BID

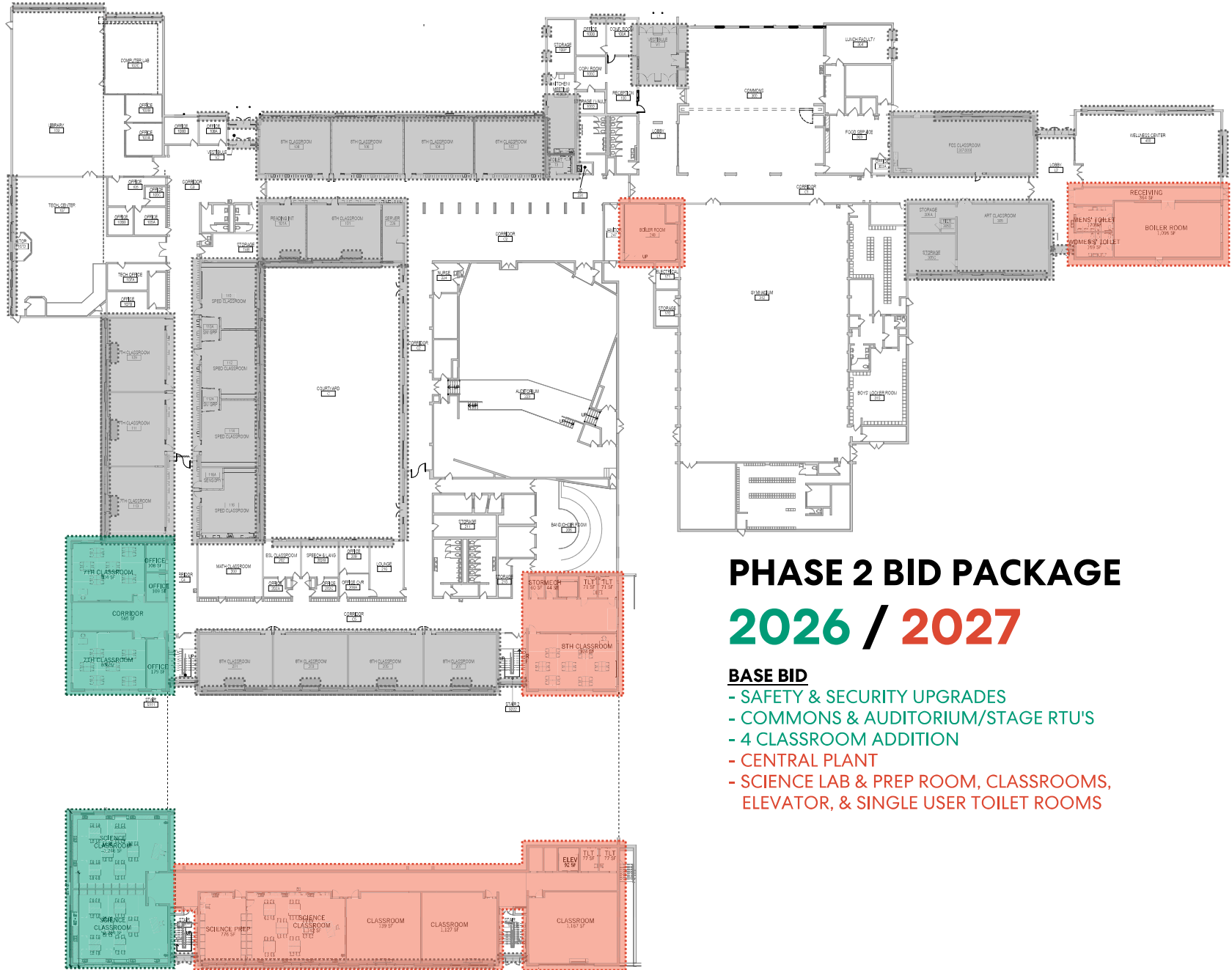
- WINDOW REPLACEMENT
- VESTIBULE RENOVATION
- CENTRAL OFFICE CLASSROOMS X4
- SINGLE USER TOILET ROOM
- CEILING & LIGHTING AT CLASSROOMS
- SPED CLASSROOMS
- CLASSROOM UNIT VENTILATORS



PHASE 2 BID PACKAGE 2025 / 2026

BASE BID

- SAFETY & SECURITY UPGRADES
- COMMONS & AUDITORIUM/STAGE RTU'S
- 4 CLASSROOM ADDITION
- CENTRAL PLANT
- SCIENCE LAB & PREP ROOM, CLASSROOMS, ELEVATOR, & SINGLE USER TOILET ROOMS



PHASE 2 BID PACKAGE 2026 / 2027

BASE BID

- SAFETY & SECURITY UPGRADES
- COMMONS & AUDITORIUM/STAGE RTU'S
- 4 CLASSROOM ADDITION
- CENTRAL PLANT
- SCIENCE LAB & PREP ROOM, CLASSROOMS, ELEVATOR, & SINGLE USER TOILET ROOMS



Lisle School District 202
 Lisle Junior High School Additions and Renovations
 Bid Period #1
 Bid Opening Analysis – November 15, 2023

Non-Qualified/Non-Responsive Bidders

Bid Package	Trade Item	Contractor
#6	Drywall and Rough Carpentry	Carmichael Construction

Low Qualified Bidders

Bid Package	Trade Item	Contractor	Base Bid
#1	Demolition	US Dismantlement Corp.	\$232,000
#2	Masonry	Jimmy Z Masonry	\$298,995
#3	Misc. Steel	M&I Steel	\$64,334
#4	General Trades	Pepper SPG	\$239,782
#5	Casework	Carroll Seating	\$113,581
#7	Aluminum, Glass, Glazing	Northern Glass	\$881,130
#8	Roofing	Anthony Roofing	\$76,000
#9	Flooring	Douglas Flooring	\$64,900
#10	Ceramic Tile	TSI Commercial Flooring	\$6,505
#11	Acoustical Ceilings	Just Rite	\$129,100
#12	Painting	DES Painting	\$85,000
#13	Plumbing	Omega Plumbing	\$37,750



Lisle School District 202
Lisle Junior High School Additions and Renovations
Bid Period #1
Bid Opening Analysis – November 15, 2023

#14	HVAC	Oakbrook Mechanical	\$1,314,000
#15	Electrical	Connelly Electric	\$1,059,000

TOTAL - LOWEST QUALIFIED BIDDERS (Bid Period #1)

\$4,602,077

***These values do not include the following:**

Bid Package #6 Drywall
Bid Package #16 Site Concrete

BID PKG #	BID PACKAGE / CONTRACTOR	BASE BID	ALTERNATES								
			Corridor Ceiling & Light Replacement	Select Classroom Finishes (flooring & paint)	Corridor Finishes (flooring & paint)	Added Common Openings (w/Windows only)	Added Common Openings (2 windows / 1 door)	Commons Egress Door	Forced Entry Glazing @ Classroom Entrances		
			Alternate 1	Alternate 2	Alternate 3	Alternate 4.1	Alternate 4.2	Alternate 5	Alternate 6		
1	DEMOLITION										
	Alpine Demo	\$ 488,300.00	\$ 26,400.00	\$ 39,200.00	\$ 54,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Break Thru Enterprises	\$ 527,300.00	\$ 33,800.00	\$ 30,000.00	\$ 67,695.00	\$ 13,500.00	\$ 12,500.00	\$ 4,500.00	\$ -	\$ -	\$ -
	Green Demo	\$ 275,000.00	\$ 22,000.00	\$ 5,000.00	\$ (27,000.00)	\$ (2,500.00)	\$ (1,500.00)	\$ (500.00)	\$ -	\$ -	\$ -
	Midwest Wrecking Co.	\$ 277,077.00	\$ 15,595.00	\$ 24,859.00	\$ 38,987.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Nickelson Industrial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Omega Demo	\$ 353,690.00	\$ 30,615.00	\$ 41,560.00	\$ 63,515.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Pepper SPG	\$ 379,995.00	\$ 30,865.00	\$ 45,810.00	\$ 57,680.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	US Dismantlement Corp	\$ 232,000.00	\$ 28,800.00	\$ 35,000.00	\$ 48,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	(low bid analysis)	\$ 232,000.00	\$ 28,800.00	\$ 35,000.00	\$ 48,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	MASONRY										
	A-One	\$ 429,200.00	\$ -	\$ -	\$ -	\$ 15,600.00	\$ 15,600.00	\$ 5,200.00	\$ -	\$ -	\$ -
	Jimmy Z Masonry	\$ 298,995.00	\$ -	\$ -	\$ -	\$ 34,000.00	\$ 34,000.00	\$ 7,500.00	\$ -	\$ -	\$ -
	Rasco Mason	\$ 305,000.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ -	\$ -	\$ -
	(low bid analysis)	\$ 298,995.00	\$ -	\$ -	\$ -	\$ 34,000.00	\$ 34,000.00	\$ 7,500.00	\$ -	\$ -	\$ -
3	Misc. Steel										
	K&K Iron Works	\$ 110,691.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	M&I Steel	\$ 64,334.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Waukegan Steel	\$ 104,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	(low bid analysis)	\$ 64,334.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	GENERAL TRADES										
	Carmichael Construction	\$ 395,419.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -
	Edwin Anderson Construction	\$ 284,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Hargrave Builders	\$ 326,450.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 1,700.00	\$ 9,900.00	\$ -	\$ -	\$ -
	LJ Morse	\$ 252,600.00	\$ -	\$ -	\$ -	\$ 130.00	\$ 310.00	\$ 6,300.00	\$ -	\$ -	\$ -
	Metropolitan Corp	\$ 508,000.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 4,000.00	\$ 6,000.00	\$ -	\$ -	\$ -
	Pepper SPG	\$ 239,782.00	\$ -	\$ -	\$ -	\$ 253.00	\$ 393.00	\$ 9,975.00	\$ -	\$ -	\$ -
	(low bid analysis)	\$ 239,782.00	\$ -	\$ -	\$ -	\$ 253.00	\$ 393.00	\$ 9,975.00	\$ -	\$ -	\$ -
5	Casework										
	Carroll Seating	\$ 113,581.00	\$ -	\$ -	\$ -	\$ 714.00	\$ 422.00	\$ -	\$ -	\$ -	\$ -
	CS Woodworking	\$ 138,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Hargrave Builders	\$ 132,000.00	\$ -	\$ -	\$ -	\$ 1,300.00	\$ 1,300.00	\$ -	\$ -	\$ -	\$ -
	Merkel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	(low bid analysis)	\$ 113,581.00	\$ -	\$ -	\$ -	\$ 714.00	\$ 422.00	\$ -	\$ -	\$ -	\$ -
6	DRYWALL & ROUGH CARPENTRY										
	Carmichael Construction	182965 - R	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -
	Pepper SPG	421262 - R	\$ -	\$ -	\$ -	\$ 2,748.00	\$ 2,748.00	\$ -	\$ -	\$ -	\$ -
	(low bid analysis)	\$ -	\$ -	\$ -	\$ -	\$ 2,748.00	\$ 2,748.00	\$ -	\$ -	\$ -	\$ -

BID PKG #	BID PACKAGE / CONTRACTOR	BASE BID	ALTERNATES								
			Corridor Ceiling & Light Replacement	Select Classroom Finishes (flooring & paint)	Corridor Finishes (flooring & paint)	Added Common Openings (w/Windows only)	Added Common Openings (2 windows / 1 door)	Commons Egress Door	Forced Entry Glazing @ Classroom Entrances		
			Alternate 1	Alternate 2	Alternate 3	Alternate 4.1	Alternate 4.2	Alternate 5	Alternate 6		
7	ALUMINUM, GLASS, & GLAZING										
	3F Corp	\$ 1,193,000.00	\$ -	\$ -	\$ -	\$ 19,500.00	\$ 24,500.00	\$ 1,300.00	\$ 9,500.00		
	CAD Contract Glazing	\$ 1,196,155.00	\$ -	\$ -	\$ -	\$ 25,690.00	\$ 24,953.00	\$ 3,290.00	\$ 5,476.00		
	Northern Glass	\$ 881,130.00	\$ -	\$ -	\$ -	\$ 10,500.00	\$ 4,733.00	\$ 4,995.00	\$ 13,080.00		
	Prime Architectural Metal & Glass	\$ 1,426,700.00	\$ -	\$ -	\$ -	\$ 27,700.00	\$ 25,500.00	\$ -	\$ 12,500.00		
	SG Metal & Glass	\$ 1,084,000.00	\$ -	\$ -	\$ -	\$ 19,822.00	\$ 25,547.00	\$ -	\$ 3,641.00		
	(low bid analysis)	\$ 881,130.00	\$ -	\$ -	\$ -	\$ 10,500.00	\$ 4,733.00	\$ 4,995.00	\$ 13,080.00		
8	ROOFING										
	A-1 Roofing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Anthony Roofing	\$ 76,000.00	\$ -	\$ -	\$ -	\$ 8,600.00	\$ -	\$ -	\$ -		
	Bennett & Brosseau	\$ 191,200.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 5,000.00	\$ -	\$ -		
	GE Riddiford Roofing	\$ 92,470.00	\$ -	\$ -	\$ -	\$ 4,960.00	\$ 4,960.00	\$ -	\$ -		
	Weatherguard	\$ 95,000.00	\$ -	\$ -	\$ -	\$ 13,200.00	\$ 13,200.00	\$ -	\$ -		
	(low bid analysis)	\$ 76,000.00	\$ -	\$ -	\$ -	\$ 8,600.00	\$ -	\$ -	\$ -		
9	FLOORING										
	Commercial Carpet Consultants	\$ 70,465.00	\$ -	\$ 63,010.00	\$ 125,886.00	\$ 3,413.00	\$ 1,240.00	\$ 445.00	\$ -		
	Consolidated	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Douglas Flooring	\$ 64,900.00	\$ -	\$ 60,500.00	\$ 108,900.00	\$ 1,400.00	\$ 1,400.00	\$ 735.00	\$ -		
	Ready Tile Co	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Tiles in Style	\$ 155,578.00	\$ -	\$ 172,633.00	\$ 279,679.00	\$ -	\$ -	\$ -	\$ -		
	TSI Commercial Floor Covering	\$ 83,260.00	\$ -	\$ 89,185.00	\$ 144,260.00	\$ -	\$ -	\$ -	\$ -		
	(low bid analysis)	\$ 64,900.00	\$ -	\$ 60,500.00	\$ 108,900.00	\$ 1,400.00	\$ 1,400.00	\$ 735.00	\$ -		
10	CERAMIC TILE										
	Commercial Carpet Consultants	\$ 8,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	NITT	\$ 6,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Tiles in Style	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	TSI Commercial Floor	\$ 6,505.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	(low bid analysis)	\$ 6,505.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
11	ACCOUSTICAL CEILINGS										
	E&K	\$ 149,006.00	\$ 109,000.00	\$ -	\$ -	\$ 5,100.00	\$ 5,100.00	\$ -	\$ -		
	Integrated	\$ 153,000.00	\$ 117,000.00	\$ -	\$ -	\$ 3,000.00	\$ 4,000.00	\$ -	\$ -		
	Just Rite	\$ 129,100.00	\$ 113,000.00	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -		
	Alpine Acoustics (N A Favia Builders)	\$ 134,500.00	\$ 90,200.00	\$ -	\$ -	\$ 9,750.00	\$ 9,750.00	\$ -	\$ -		
	(low bid analysis)	\$ 129,100.00	\$ 113,000.00	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -		
12	PAINT										
	Ascher Bros	\$ 124,000.00	\$ -	\$ 11,700.00	\$ 39,200.00	\$ 900.00	\$ 900.00	\$ 500.00	\$ -		
	Continental Painting & Decorating	\$ 112,500.00	\$ -	\$ 14,000.00	\$ 46,500.00	\$ 1,200.00	\$ 1,200.00	\$ 600.00	\$ -		
	Cosgrove Construction	\$ 105,625.00	\$ -	\$ 17,000.00	\$ 38,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ -		
	DES Painting	\$ 85,000.00	\$ -	\$ 15,950.00	\$ 31,500.00	\$ -	\$ -	\$ -	\$ -		
	Midwest Decorating	\$ 124,790.00	\$ -	\$ 19,460.00	\$ 57,780.00	\$ 4,800.00	\$ 4,800.00	\$ 2,900.00	\$ -		
	Oosterbaan	\$ 97,270.00	\$ -	\$ 16,240.00	\$ 34,594.00	\$ 500.00	\$ 500.00	\$ 150.00	\$ -		
	Pepper SPG	\$ 119,500.00	\$ 2,000.00	\$ 12,100.00	\$ 41,300.00	\$ 1,700.00	\$ 1,700.00	\$ 500.00	\$ -		
	(low bid analysis)	\$ 85,000.00	\$ -	\$ 15,950.00	\$ 31,500.00	\$ -	\$ -	\$ -	\$ -		

BID PKG #	BID PACKAGE / CONTRACTOR	BASE BID	ALTERNATES								
			Corridor Ceiling & Light Replacement	Select Classroom Finishes (flooring & paint)	Corridor Finishes (flooring & paint)	Added Common Openings (w/Windows only)	Added Common Openings (2 windows / 1 door)	Commons Egress Door	Forced Entry Glazing @ Classroom Entrances		
			Alternate 1	Alternate 2	Alternate 3	Alternate 4.1	Alternate 4.2	Alternate 5	Alternate 6		
13	PLUMBING										
	Jensen's	\$ 81,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	O-Sullivan	\$ 127,755.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Omega	\$ 37,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sherman Mech.	\$ 44,252.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Unique Plumbing	\$ 46,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	(low bid analysis)	\$ 37,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	HVAC										
	Amber	\$ 1,573,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	C. Aciteli Heating & Piping	\$ 1,546,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Helm Group	\$ 1,468,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Ideal Heating	\$ 1,408,222.00	\$ 9,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Oak Brook Mechanical	\$ 1,314,000.00	\$ 6,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Premier Mechanical	\$ 1,445,000.00	\$ 43,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sherman Mechanical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Roberts Environmental	\$ 1,620,224.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	(low bid analysis)	\$ 1,314,000.00	\$ 6,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	ELECTRICAL										
	ABS Electrical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	ADCO Enterprises	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Arch 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Connelly Electric	\$ 1,059,000.00	\$ 177,000.00	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 2,000.00	\$ -	\$ -
	McWilliams	\$ 1,149,332.00	\$ 243,205.00	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
	Meany	\$ 1,272,000.00	\$ 317,000.00	\$ -	\$ -	\$ 8,500.00	\$ 12,500.00	\$ 5,500.00	\$ -	\$ -	\$ -
	Public Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Rex Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	(low bid analysis)	\$ 1,059,000.00	\$ 177,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 2,000.00	\$ -	\$ -	\$ -
16	SITE CONCRETE										
	Carmichael Construction	18545 - R	\$ -	\$ -	\$ -	\$ -	\$ 5,880.00	\$ 5,880.00	\$ -	\$ -	\$ -
	Chadwick	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Pepper SPG	48875 - R	\$ -	\$ -	\$ -	\$ -	\$ 4,100.00	\$ 4,100.00	\$ -	\$ -	\$ -
	Schaeffges Brothers	44900 - R	\$ -	\$ -	\$ -	\$ -	\$ 5,700.00	\$ 5,700.00	\$ -	\$ -	\$ -
	(low bid analysis)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,700.00	\$ 5,700.00	\$ -	\$ -	\$ -
	(low bid analysis)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Subtotal of Apparent Low Bids **\$ 4,602,077.00** **\$ 325,600.00** **\$ 111,450.00** **\$ 188,400.00** **\$ 61,215.00** **\$ 55,396.00** **\$ 30,905.00** **\$ 13,080.00**

Lisle CUSD 202
Lisle Junior High Renovations
 Budget Summary - 12/18/2023

	Amount
PHASE 1 BID PACKAGE	\$5,068,239
Relocate Central / 4 6th Grade Classrooms	
Window replacement	
Main entrance security	
Renovate 4 Sp Ed Classrooms	
Lighting upgrades	
Classroom HVAC	
 PHASE 2 ESTIMATE	 \$8,695,744
Safety & Security Upgrades	
Commons and Auditorium HVAC	
Addition of 4 classrooms	
Central Plant	
Science Lab and Classroom reconfiguration	
Elevator	
Single Use Bathroom	
 Allowances	 \$100,000
General Requirements	\$500,000
Construction Contingency (7.5%)	\$1,032,299
Construction Manager:	
Pre Construction	\$48,000
Builders Risk Insurance	\$5,000
Construction Mangement Fee (10%)	\$1,479,628
General Liability (1.2%)	\$203,000
 Architect (8.5%)	 \$1,360,000
Owner Direct Costs / Reimbursable Consultants * (7%)	\$1,150,000
 Totals	 \$19,641,910
 Project Budget	 \$20,000,000
 Difference	 \$358,090

* Architect and Engineering Fees, Consultants, Furniture, Reimbursables, etc.

FOR APPROVAL

**Lisle Community Unit School District 202
Board of Education Meeting
November 27, 2023**

SUBJECT: Social Media Litigation

BACKGROUND: The District's Attorneys, Himes, Petrarca and Fester (HPF), are part of a multi-district litigation in an effort to hold social media companies financially liable for the way their apps target today's youth.

The argument is that social media preys on young people. Companies like TikTok, Snapchat, Instagram and others have designed highly addictive apps and have marketed their products to kids who are uniquely susceptible to manipulation. As a result, students are suffering from anxiety, depression and other mental health challenges, which ultimately puts added pressure on school resources. The lawsuit asks social media companies for financial compensation to help school districts combat the increasing mental health problems among students. Over the course of the lawsuit HPF will need a combination of anecdotal and anonymous student record data to support the District's claim for damages.

There is no upfront cost to the District. This litigation would be pursued on a contingency fee basis, with the law firms paid only from settlement or judgment awards that may be obtained. If there is no recovery, the attorneys do not get paid. Lastly, the District can withdraw from participation at any point for any reason.

FINANCIAL IMPACT: The Attorney Group will charge 25% of the gross amount of the recovery. If there is no recovery, the District will owe nothing to the Attorney Group - except as follows: (a) if a court were to assess fines or costs against the District individually, then under existing law, the District alone could have to pay those amounts; and (b) the District will be solely responsible for any fees, costs, or sanctions imposed by a court because of factual misrepresentations made by the District to the Attorney Group or because of the District's failure, despite reasonable notice, to comply with a court order.

RECOMMENDED MOTION: Administration recommends that the Board of Education authorize Himes, Petrarca and Fester to bring litigation on behalf of Lisle CUSD 202 against social media companies as outlined in the attached resolution and engagement agreements.

SUGGESTED MOTION: The Board of Education authorizes Himes, Petrarca and Fester to bring litigation on behalf of Lisle CUSD 202 against social media companies as outlined in the attached resolution and engagement agreements.

**BOARD OF EDUCATION OF LISLE COMMUNITY UNIT SCHOOL DISTRICT 202
DUPAGE COUNTY, ILLINOIS**

Resolution Authorizing Litigation Against Social Media Companies

Whereas, more than 90% of youth today use social media, primarily YouTube, TikTok, Snapchat, Instagram, and Facebook;

Whereas, excessive and problematic use of social media has been proven to be harmful to the mental, behavioral, and emotional health of youth and is associated with increased rates of depression, anxiety, low self-esteem, eating disorders, and suicide;

Whereas, social media companies have designed their platforms to maximize the time youth spend using them and have addicted youth to their platforms;

Whereas, last year, almost 50 percent of teenagers spent between one and three hours a day on social media and 30 percent averaged more than three hours a day;

Whereas, many children are burdened by mental health challenges, and young people everywhere face unprecedented, learning and life struggles that are amplified by the negative impacts of increased screen time, unfiltered content, and potentially addictive properties of social media;

Whereas, social media companies have made choices to target youth, to maximize the time youth spend on social media platforms, and then designed their algorithms to feed children harmful content, like videos promoting eating disorders, violence, self-harm, and suicide;

Whereas, social media companies' actions related to their social media platforms are substantially contributing to the mental health crisis America's youth are facing. The harms allegedly caused by these companies include, but are not limited to, intentionally designing, marketing, and operating their exploitive social media platforms to be extremely popular with youth users, despite research confirming the severe and wide-ranging effects of social media on youth mental health;

Whereas, research has shown that excessive and problematic use of social media is harmful to the mental, behavioral, and emotional health of youth and is associated with increased rates of depression, anxiety, low self-esteem, eating disorders, and suicide;

Whereas, School Districts' first and greatest priority is the health and well-being of the students, including the social and emotional harm that they suffer because of the negative impacts of social media;

Whereas, Public Schools have been significantly impacted by the resulting crisis from overexposure to social media;

Whereas, this School District and its employees spend a significant amount of time and resources addressing students' mental health and behavioral issues and counseling, disciplining, and providing educational services to students related to the harms caused by social media;

Whereas, this School District believes it is entitled to compensation for its efforts and resources expended to address and treat the issues caused by social media;

Whereas, this School District desires to reduce the negative impact of social media on the mental health of students;

Whereas, the Board of Education has determined that it has the responsibility to protect its students and take legal action against these social media companies;

NOW, THEREFORE, be it resolved by the Board of Education of Lisle Community Unit School District 202, DuPage County, Illinois that it authorizes the law firms of Himes, Petrarca & Fester, Mehri & Skalet, PLLC in Washington DC, Bailey Glasser of West Virginia and Terrell Hogan of Jacksonville, FL to file a civil action against any appropriate parties to compensate this School District for damages suffered by the School District and its students, as a result of social media's targeting students, to maximize the time youth spend on Defendants' social media platforms, and then designed their algorithms to feed children harmful content, like videos promoting eating disorders, bullying, discrimination, violence, self-harm, and suicide, and to seek any other appropriate relief; including injunctive relief.

The Board of Education further authorizes the superintendent to sign all necessary contracts and other related documents on behalf of in the pursuit of any civil action.

Approved this ___ day of _____ 2023.

Board of Education, Lisle Community Unit
School District 202, DuPage County,
Illinois

President, Board of Education

Attest:

Secretary, Board of Education

**ATTORNEY REPRESENTATION AGREEMENT
PRIVILEGED AND CONFIDENTIAL**

This agreement sets out the terms under which the Board of Education of Lisle Community Unit School District 202, DuPage County, Illinois (“Client” or “you”) is retaining and authorizing Mehri & Skalet, P.L.L.C., Bailey Glasser, Himes, Petrarca & Fester and Terrell Hogan Yegelwel, P.A. (“Attorney Group”), as its attorneys.

Scope of Representation. Client is retaining the Attorney Group to represent it for purposes of investigating and, if appropriate, filing claims against social media companies—such as Facebook, Instagram, TikTok, You Tube, Google, Snapchat, or other entities the Attorney Group deems appropriate—to hold those companies responsible for the costs and burdens imposed on Client because of the effects of these companies’ products on Client’s students’ mental health, psychosocial behavior, and academic performance. (“Covered Claims”). Client is authorizing the Attorney Group to file Covered Claims for Client against social media companies. You understand that the Attorney Group has not agreed to represent you—or to find other lawyers to represent you—for any other claims. We are also not promising to represent you on any appeal. But if you consent (expressly or impliedly) to other services outside the scope of this agreement and the Attorney Group provides them, those services will also be governed by this agreement absent a separate written agreement covering them.

Attorneys’ Fees. For its work on Covered Claims, the Attorney Group will be entitled to receive 25% of any monetary recovery obtained on those Covered Claims (contingent percentage fee), whether by judgment, settlement, or otherwise. This 25% contingent percentage fee, payable only if there is a recovery, will be calculated from the gross amount of the recovery—before deductions or reimbursement for expenses. Your signature on this agreement also means that you have agreed: (1) to irrevocably assign all your rights and claims to payment of attorney’s fees, costs or expenses in connection with your claims to the Attorney Group; (2) that you will not accept, without the Attorney Group’s consent, any settlement that would require or result in a waiver, in whole or in part, of attorney’s fees or costs or result in attorney’s fees or costs in amounts lower than the amounts called for in this Agreement; (3) to support and fully cooperate with the Attorney Group in seeking statutory attorneys’ fees, costs, or expenses. Any statutory attorneys’ Fees, costs, or expenses recovered will reduce, dollar for dollar, any contingent percentage fee or costs you would otherwise owe under this Agreement.

Costs and Expenses. The Attorney Group will advance all costs and expenses for the representation, to the extent permitted by law. This includes, for example, mediation fees, expert consultant and witness fees, copy charges, travel and hotel expenses, messenger services, telephone charges, express mail charges, computerized research, and expenses involved in preparing exhibits. We will have discretion to incur these costs as we find them necessary to prosecute your case. If there is a recovery, these costs will be reimbursed to us, out of the recovery, at the end of the case. If there is no recovery, you

will owe no costs to the Attorney Group—except as follows: (a) if a court were to assess fines or costs against you individually, then under existing law, you alone could have to pay those amounts; and (b) you will be solely responsible for any fees, costs, or sanctions imposed by a court because of factual misrepresentations made by you to the Attorney Group or because of your failure, despite reasonable notice, to comply with a court order.

Joint Representation (Multiple Law Firms). Because of the complexity of this legal matter and to defray the considerable cost of mounting a legal effort of this kind, several law firms (the Attorney Group) have agreed to work on this matter together. Because attorneys' fees under this Agreement are calculated as a fixed percentage of amounts recovered plus any amounts awarded by the Court, representation by the Attorney Group, rather than one firm, will not increase your costs. If there is a recovery, the Attorney Group will divide any attorneys' fees received among the firms in the Attorney Group according to the contributions, risk incurred, and work performed by each firm in the Attorney Group. The precise division of fees will be disclosed to you. Although you will be jointly represented by the Attorney Group, each firm in the Group independently assumes responsibility for representing you. At its discretion, the Attorney Group may associate with other lawyers or firms to represent Client; in that case, the participation of any new lawyer(s) will also be governed by this Agreement and will not increase the percentage to be paid by you.

Joint Representation (Multiple Clients). The Attorney Group represents other public school districts besides you, pursuing similar Covered Claims. By signing this Agreement, you are consenting to this joint representation. To facilitate joint representation, you agree that the Attorney Group may share information that you share with us, as part of our representation of you under this Agreement, with our other public school district clients. Confidential student records and information will not be shared. In joint representations, conflicts can sometimes arise between clients— for example, if you were to give the Attorney Group instructions that materially conflict with instructions we receive from another public school district client. Right now, the Attorney Group does not perceive or anticipate any material conflict between your interests and the interests of other public school district clients. But if conflicts were to develop, those conflicts might make it impossible or inadvisable for the Attorney Group to continue to jointly represent you at the same time as other public school district clients. By signing this Agreement, you agree that if a conflict arises between your interests and the interests of other public school district clients, then, subject to applicable rules of professional conduct, the Attorney Group may decide to withdraw from representing you but continue to represent other public school district clients. If that happens, you will need to retain new counsel. We recommend you talk with independent counsel before consenting to this joint representation.

Attorney Group's Obligations. The Attorney Group will comply with all applicable rules of professional responsibility. The Attorney Group cannot make any promises or

guarantees about the success or outcome of this representation. You agree that the Attorney Group has not made any such promises or guarantees.

Client's Obligations. You agree to cooperate with the Attorney Group, including by responding to the Attorney Group's communications, inquiries, and requests for information promptly. You also agree to preserve (neither destroy, delete, modify, or alter) evidence that is or could be potentially relevant to your Covered Claims. This duty to preserve evidence, which documents, emails or other electronic records or information, which the law imposes and courts enforce, includes a duty to preserve documents, electronic information (including emails and electronic records), and all other items that are or could be potentially relevant to your Covered Claims. In case of doubt, you should err on the side of preserving. Failing to preserve evidence could subject you to liability and might result in dismissal of your claims.

Terminating Representation. You will be able to terminate the Attorney Group's representation of you at any time, for any reason. The Attorney Group and or any of its members can withdraw from representing you (subject to court approval if required) with your consent or, if without your consent, for good cause or any reason permitted by the rules of professional responsibility. If this representation terminates; (a) that termination will not affect your assignment to the Attorney Group of your rights to apply for, obtain judgment on, collect, or receive attorneys' fees, costs, or expenses; and you agree that (b) you will provide a copy of this agreement to any new lawyer(s) you hire and promptly notify Attorney Group of their name(s) and address(es); (c) the Attorney Group will have a lien, as broad as allowed by law, on any sums recovered in connection with your claims, through settlement, judgment, or otherwise; and (d) upon any recovery, the Attorney Group will have a right to reimbursement in full of the costs and expenses they advanced for your claims and to the attorneys' fees they incurred to prosecute your claims up to the point of their termination.

Power to Execute Documents. By signing this agreement, you agree to give the Attorney Group and each of its members the power to execute documents on your behalf in connection with your claims— including pleadings, settlements agreements, compromises and releases, verifications, dismissal orders, and all other documents that Client could properly execute in connection with Client's claims—and to endorse any settlement check made payable to both Client and the Attorney Group. By signing this Agreement, you are only delegating authority to sign documents described in this paragraph to the Attorney Group. You are not delegating your authority, which remains yours, to decide whether these documents should be signed.

Dispute Resolution. The Attorney Group does not anticipate having any disagreements with you about the quality, cost, or appropriateness of the Attorney Group's services. But if any concerns about these matters arise, you agree to notify the Attorney Group immediately and to attempt in good faith to resolve any disagreement in a fair and

amicable manner. If disputes or claims relating to or arising out of this Agreement or its breach cannot be resolved, you and the Attorney Group agree to submit all such disputes to binding arbitration— including all disputes or claims relating to the construction, arbitrability, validity, or enforceability of this Agreement or to this paragraph of this Agreement, or the arbitrator’s jurisdiction, and all disputes or claims about amounts owed or the services performed under this Agreement. Arbitration is a process by which parties to a dispute submit the dispute to a third-party, neutral arbitrator and agree to abide by the arbitrator’s decision. In arbitration, there is no jury. The arbitrator’s legal and factual determinations are generally not subject to appellate review. Rules of evidence and procedure are often less formal and rigid than in a court trial. Arbitration usually results in a final decision more quickly than proceedings in court, and the costs incurred by both sides are often lower. You agree that arbitration of any disputes under this Agreement will occur in Washington D.C. and will be conducted by and in accordance with the rules of Judicial Arbitration and Mediation Services (JAMS). The arbitrator’s fee and administrative fees will be shared equally. Judgment on any arbitration award may be entered in any court of competent jurisdiction.

Entire Agreement. This document represents the entire agreement between you and the Attorney Group. You agree that you are not relying or entitled to rely on any representation not expressly contained in this Agreement. Except with both your and the Attorney Group’s written consent, no changes may be made to this agreement.

Signatures. This agreement will be effective after you and the Attorney Group have signed it, even if both parties have not signed the same copy, in the presence of the other, in the same place, or at the same time. Scanned signatures and other electronic signatures will be treated as valid originals.

CLIENT ACKNOWLEDGES HAVING READ THIS CONTRACT AND ANY ADDENDA, AND THE UNDERSIGNED PERSONALLY REPRESENTS AND WARRANTS THAT THEY HAVE THE FULL RIGHT, POWER, AND AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CLIENT.

DATE: _____

CLIENT: _____

Dr. Keith Filipiak, Superintendent

DATE: _____

MEHRI & SKALET P.L.L.C

DATE: _____

TERRELL HOGAN YEGELWEL, P.A.

DATE: _____

BAILEY GLASSER

DATE: _____

HIMES, PETRARCA & FESTER

FOR ACTION

**Lisle Community Unit School District 202
Board of Education Meeting
December 18, 2023**

SUBJECT: 2023 Real Estate Tax Levy

BACKGROUND DATA: Annually the Board of Education sets a tax levy that provides the District with approximately 80% of its total revenue. The Property Tax Extension Limits Law (PTELL) limits the amount the tax levy extension can increase over the prior year's levy. Three factors determine the allowable tax growth under the PTELL laws: 1) amount of the prior year's tax extension 2) the increase in the Consumer Price Index (6.5% for 2022, limited to 5% by PTELL) and 3) new construction.

The first two items above are known when approving the levy. The new construction figure will not be finalized by the County Clerk until March 2024. Based on preliminary information from the Township Assessor, the Administration has estimated the new construction at \$900,000. The extension request is slightly higher than what the actual extension will be due to the fact the new property values are unknown at this time. Once the new construction numbers are finalized, the County Clerk will lower the tax levy to reflect the final figure.

The Board of Education established the Tentative 2023 Real Estate Tax Levy for capped funds at \$34,960,000 during the November meeting. The levy request in the final resolution remains the same. The distribution to the individual funds is as follows:

Educational	\$ 23,775,000
Operations & Maintenance	\$ 2,700,000
Transportation	\$ 2,000,000
Working Cash	\$ 5,000
Municipal Retirement	\$ 475,000
Social Security	\$ 500,000
Tort Immunity	\$ 5,000
Special Education	<u>\$ 5,500,000</u>
Total Capped Funds	<u>\$ 34,960,000</u>

The bond and interest levy of \$1,496,000 was established at issuance of the Series 2019 Bonds. The bond and interest amount is levied by the County Clerk unless the District files a tax abatement by March 31, 2024. Any abatement of the Bond and Interest Levy requires a resolution of the Board that is filed separately with the County Clerk.

In accordance with Public Act 102-0895, the cash balance of funds related to the District's operational levy was \$36,977,395 as of July 1, 2023.

FINANCIAL IMPACT: Adoption of the tax levy will set the basis for the County Clerk in determining the amount of dollars the District could receive from 2023 real estate taxes.

RECOMMENDATION: That the Board adopt the resolution for the 2023 tax levy as presented.

SUGGESTED MOTION: That the Board of Education adopt the 2023 Real Estate Tax Levy Resolution.

2023 REAL ESTATE TAX LEVY RESOLUTION

WHEREAS the Board of Education of Lisle Community Unit School District No. 202, DuPage County, Illinois is authorized to levy taxes for specific purposes as defined in The School Code of Illinois; and

WHEREAS the Board of Education of Lisle Community Unit School District No. 202 has determined that the following amounts are required to be levied for the 2023 Tax Year:

Educational	\$ 23,775,000
Operations and Maintenance	\$ 2,700,000
Transportation	\$ 2,000,000
Working Cash	\$ 5,000
Municipal Retirement	\$ 475,000
Social Security	\$ 500,000
Tort Immunity	\$ 5,000
Special Education	<u>\$ 5,500,000</u>
 Total Capped Funds	 <u>\$ 34,960,000</u>

THEREFORE, said amounts shall be certified to the County Clerk of DuPage County as the sums being required to be levied for the specific purposes stated above.

Members Voting Aye:

Members Voting Nay:

Dated this 18th day of December, 2023

Pam Ahlmann, Board of Education President

Eunice McConville, Board of Education Secretary

Original: X
Amended:

ILLINOIS STATE BOARD OF EDUCATION
School Business Services Department
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 Lisle Community Unit School District 202	District Number 19-022-2020-026	County DuPage
---	------------------------------------	------------------

Amount of Levy

Educational	\$ 23,775,000	Fire Prevention & Safety *	\$ 0
Operations & Maintenance	\$ 2,700,000	Tort Immunity	\$ 5,000
Transportation	\$ 2,000,000	Special Education	\$ 5,500,000
Working Cash	\$ 5,000	Leasing	\$ 0
Municipal Retirement	\$ 475,000	Other	\$ 0
Social Security	\$ 500,000	Other	\$ 0
		Total Levy	\$ 34,960,000

* 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 23,775,000 dollars to be levied as a special tax for educational purposes; and
the sum of 2,700,000 dollars to be levied as a special tax for operations and maintenance purposes; and
the sum of 2,000,000 dollars to be levied as a special tax for transportation purposes; and
the sum of 5,000 dollars to be levied as a special tax for a working cash fund; and
the sum of 475,000 dollars to be levied as a special tax for municipal retirement purposes; and
the sum of 500,000 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 5,000 dollars to be levied as a special tax for tort immunity purposes; and
the sum of 5,500,000 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 2023.

Signed this 18th day of December 2023 . _____
(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. 202 , DuPage County, Illinois, on the equalized assessed value of all taxable property of said school district for the year 2023 , was filed in the office of the County Clerk of this County on _____ .

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 2023 , is \$ _____ .

(Signature of County Clerk)

(Date)

(County)

LISLE COMMUNITY UNIT SCHOOL DISTRICT #202
FINANCIAL REPORT
November 2023

	Total All Funds	Educational	Operations & Maintenance	Debt Services	Transportation	IMRF/Social Security		Capital Projects	Working Cash	Tort
						IMRF	Social Security			
BEGINNING FUND BALANCE										
w/o STUDENT ACTIVITY FUNDS	21,943,764.13	13,858,343.28	1,791,280.22	203,177.12	925,467.03	281,343.40	210,259.85	3,854,707.91	819,185.32	0.00
REVENUES										
JULY	19,716,824.93	16,012,204.47	1,521,254.57	844,353.46	793,132.84	251,750.71	265,453.76	17,993.97	7,213.21	3,467.94
AUGUST	2,257,555.59	1,768,855.42	162,332.23	80,924.95	141,803.46	25,068.83	26,174.01	48,525.70	3,550.70	320.29
SEPTEMBER	13,665,191.97	11,028,286.19	1,033,839.49	565,727.98	649,901.29	168,765.25	177,811.21	32,779.38	5,763.48	2,317.70
OCTOBER	1,390,659.53	982,510.20	33,876.05	10,838.39	327,274.47	3,743.26	3,730.81	26,512.38	2,144.76	29.21
NOVEMBER	652,340.03	486,063.30	95,860.75	12,461.08	18,032.96	4,252.87	4,182.88	28,826.74	2,627.14	32.31
DECEMBER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
JANUARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FEBRUARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MARCH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
APRIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
JUNE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUB-TOTAL	37,682,572.05	30,277,919.58	2,847,163.09	1,514,305.86	1,930,145.02	453,580.92	477,352.67	154,638.17	21,299.29	6,167.45
EXPENDITURES										
JULY	1,579,796.52	1,126,363.67	200,627.40	210,000.00	1,247.74	20,442.39	18,629.80	2,280.00	0.00	205.52
AUGUST	2,346,347.62	1,984,164.75	268,706.32	0.00	49,422.12	20,348.19	20,053.01	70.52	0.00	3,582.71
SEPTEMBER	2,893,610.90	2,484,960.36	199,065.21	0.00	127,553.09	36,884.09	42,830.45	0.00	0.00	2,317.70
OCTOBER	2,997,132.59	2,389,508.67	211,036.44	0.00	323,410.38	29,535.85	42,772.04	840.00	0.00	29.21
NOVEMBER	2,990,512.75	2,544,058.12	212,020.88	0.00	160,572.68	29,874.48	43,954.28	0.00	0.00	32.31
DECEMBER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
JANUARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FEBRUARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MARCH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
APRIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
JUNE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUB- TOTAL	12,807,400.38	10,529,055.57	1,091,456.25	210,000.00	662,206.01	137,085.00	168,239.58	3,190.52	0.00	6,167.45
ENDING FUND BALANCE										
w/o STUDENT ACTIVITY FUNDS	46,818,935.80	33,607,207.29	3,546,987.06	1,507,482.98	2,193,406.04	597,839.32	519,372.94	4,006,155.56	840,484.61	0.00
LIABILITIES	1,437,780.44	8,701.91	9,000.00	0.00	0.00	0.00	0.00	1,420,078.53	0.00	0.00
ENDING LIABILITY & FUND BALANCE	48,256,716.24	33,615,909.20	3,555,987.06	1,507,482.98	2,193,406.04	597,839.32	519,372.94	5,426,234.09	840,484.61	0.00

LISLE COMMUNITY UNIT SCHOOL DISTRICT NO. 202
MONTHLY TREASURER'S REPORT
November 30, 2023

						IMRF/Social Security					
		Total All Funds	Educational	Operations & Maintenance	Debt Services	Transportation	IMRF	Social Security	Capital Projects	Working Cash	Tort
ISDLAF+/PMA - 101 ACCOUNT											
11/1/23	LIQ Beginning Balance (1121)	1,885,154.15	1,208,481.43	153,000.87	135,931.97	(108,327.42)	29,927.11	12,013.77	377,586.59	76,539.83	-
	Monthly Transactions	(1,146,101.49)	(1,252,931.43)	(15,642.24)	51,226.09	(76,966.66)	(8,510.24)	(24,793.85)	152,805.04	28,711.80	-
11/30/23	LIQ Ending Balance (1121)	739,052.66	(44,450.00)	137,358.63	187,158.06	(185,294.08)	21,416.87	(12,780.08)	530,391.63	105,251.63	-
11/1/23	MAX Beginning Balance (1122)	1,938,039.87	1,351,881.54	80,664.13	33,330.30	361,088.62	13,582.24	12,795.91	69,887.77	14,809.36	-
	Monthly Transactions	339,850.09	303,437.97	14,641.82	8,121.43	7,678.20	2,443.14	2,559.85	772.61	195.07	-
11/30/23	MAX Ending Balance (1122)	2,277,889.96	1,655,319.51	95,305.95	41,451.73	368,766.82	16,025.38	15,355.76	70,660.38	15,004.43	-
11/1/23	Investment Beginning Balance (1210)	45,345,243.17	33,108,194.74	3,437,920.21	1,325,742.45	2,082,851.89	579,941.09	534,325.09	3,529,775.93	746,491.77	-
	Monthly Transactions	(1,541,801.82)	(1,118,478.65)	(115,131.93)	(46,879.68)	(73,239.11)	(19,549.88)	(17,533.09)	(124,716.84)	(26,272.64)	-
11/30/23	Investment Ending Balance (1210)	43,803,441.35	31,989,716.09	3,322,788.28	1,278,862.77	2,009,612.78	560,391.21	516,792.00	3,405,059.09	720,219.13	-
Total Ending Balance - 101 Account		46,820,383.97	33,600,585.60	3,555,452.86	1,507,472.56	2,193,085.52	597,833.46	519,367.68	4,006,111.10	840,475.19	-
OTHER CASH DEPOSITS											
	Imprest Fund (1110)	10,800.00	10,000.00	500.00		300.00					
	Flex Spending (1150)	5,000.00	5,000.00								
11/30/23	Other Cash Deposits Ending Balance	15,800.00	15,000.00	500.00	-	300.00	-	-	-	-	-
Total Cash, Investments & Deposits		46,836,183.97	33,615,585.60	3,555,952.86	1,507,472.56	2,193,385.52	597,833.46	519,367.68	4,006,111.10	840,475.19	-



 David Wilkinson, Treasurer

12/13/23

 Date

FOR INFORMATION

**Lisle Community Unit School District 202
Board of Education Meeting
December 18, 2023**

SUBJECT: Post-Issuance Tax Compliance Report

BACKGROUND DATA: In December 2015 the District issued \$3,345,000 General Obligation Limited Tax Refunding School Bonds. As part of the Bond Parameters Resolution for the issue, the District adopted a Bond Record Keeping Policy to monitor tax compliance requirements related to the tax-exempt status of the Bonds. The Policy establishes due diligence practices and sets responsibility upon a Compliance Officer should the Internal Revenue Service (IRS) contact the District. In the event the IRS audits the Bonds or makes an inquiry related to the Bonds, the District has the burden of proof to demonstrate the entitlement to tax exemption. Adopting, maintaining and complying with adequate record keeping policies will help the District answer IRS questions.

The Policy requires the Compliance Officer (designated as the Director of Finance in the Policy) to annually review the applicable records and report his findings to the Board of Education of the District. The report reviews the District's contracts and records to determine whether the Tax Advantaged Obligations comply with the applicable federal tax requirements. Attached is the Post-Issuance Tax Compliance Report that fulfills this requirement.

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

POST-ISSUANCE TAX COMPLIANCE REPORT

To: Board of Education of Community Unit School District Number 202, DuPage County, Illinois

Pursuant to my responsibilities as the Compliance Officer as set forth in a Bond Record Keeping Policy (the “*Policy*”) adopted by the Board of Education (the “*Board*”) of Community Unit School District Number 202, DuPage County, Illinois (the “*District*”), on the 16th day of November, 2015, I have prepared a report reviewing the District’s contracts and records to determine whether the Tax Advantaged Obligations (as defined in the Policy), comply with the applicable federal tax requirements. In accordance with the proceedings and agreements under which the Tax Advantaged Obligations were issued, the District has covenanted generally to take all action necessary to comply with the applicable federal tax rules and regulations relating to the Tax Advantaged Obligations, including covenants necessary to preserve the excludability of interest on the Tax Advantaged Obligations from gross income for federal income taxation purposes. The following sets forth a summary demonstrating the District’s compliance with such covenants and expectations.

(a) *Records.* I have in my possession all of the records required under the Policy.

(b) *Arbitrage Rebate Liability.* I have reviewed the agreements of the District with respect to each issue of the Tax Advantaged Obligations. At this time, the District does not have any rebate liability to the U.S. Treasury.

(c) *Contract Review.* I have reviewed copies of all contracts and agreements of the District, including any leases, with respect to the use of any property owned by the District and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations and other records. At this time, each issue of the Tax Advantaged Obligations complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans.

(d) *IRS Examinations or Inquiries.* The Internal Revenue Service (the “IRS”) has not commenced an examination of any issue of the Tax Advantaged Obligations. The IRS has not requested a response to a compliance check, questionnaire or other inquiry.

Based upon the foregoing, I believe that the District is currently in compliance with the applicable tax law requirements and no further action is necessary at this time. This report will be entered into the records of the District and made available to all members of the Board at the next regular meeting thereof.

Respectfully submitted this 18th day of December, 2023.

By 
Compliance Officer

FOR DISCUSSION

Lisle Community Unit School District 202 Board of Education Meeting December 18, 2023

SUBJECT: First Reading - Policy 6:310 High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students

BACKGROUND: In the summer of 2023, the high school saw a dramatic increase in the number of students requesting an online physical education course to meet students' physical education credit requirement. In 2022, the number of requests was 10 and in 2023 the number of requests had increased to 30. Since the pandemic, the majority of these online course requests have been for Edgenuity or BYU.

The growing number of requests provided an opportunity for the high school team to investigate the matter to better understand why the numbers were growing so quickly. The four general reasons for the increased requests are due to: 1) the seven-period day, 2) course conflicts, 3) alternatives to PE, 4) increase in band participation.

One of the major considerations regarding this issue is making sure students have enough room in their schedule to take the courses they want and/or need. With the goal of providing as much opportunity for students as our resources will allow and without losing curricular integrity, **administration is proposing two changes to the current policy**, which are both afforded through the Illinois School Code, 105 ILCS 5/27-6, in its section on PE exemptions:

1) Allow a PE exemption for band: Administration is recommending the following language be added to Board Policy 6:310:

“Ongoing participation in a marching band program for credit (students must be in the 11th or 12th grade).” Adding this stipulation to Policy 6:310 would allow 11th and 12th grade students in Marching Band to opt out of Physical Education for the first semester only, if they so choose. As a point of clarification, “Marching Band” in District 202 include students who participate in Concert Band, Symphonic Band and Band/Percussion. This exemption would open up their schedule for a one semester class.

2) Include 11th graders in the interscholastic PE exemption: Administration is recommending expanding the current language as follows:

“Ongoing participation in an interscholastic or extracurricular athletic program (student must be in the 11th or 12th grade).” Adding this stipulation to Board Policy 6:310 would allow BOTH 11th and 12th grade students to opt out of physical education if they are participating in a varsity sport.

Administration is not recommending this exemption for 9th or 10th grade students as the PE curriculum contains important content that students should be exposed to including social & emotional well-being (Learning to Breathe curriculum) and team building. Additionally, students

must take a required health course in 10th grade resulting in PE only being 1 semester for 10th grade students.

Students in the 11th grade who would like a PE exemption would continue to follow the process that our current 12th graders follow:

- Fall sports: PE exemption for 1st semester
- Winter sports: PE exemption once winter sport begins, through 2nd semester
- Spring sports: PE exemption once spring sport begins

One additional change being proposed for the 2024-2025 school year will be to **allow all 9th through 12th grade students the option to enroll in “zero hour” PE**. Currently, this option is only allowed for 11th and 12 grade students and is outlined in the Course Curriculum Guide (available online) and will be discussed during the January course selection process.

Administration will discuss the details of this proposal and the attached draft policy language during the meeting.

FINANCIAL IMPACT: NA

RECOMMENDED MOTION: NA

SUGGESTED MOTION: NA

INSTRUCTION

6:310 High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students

Credit for Non-District Experiences

A student may receive high school credit for successfully completing any of the listed courses or experiences even when it is not offered in or sponsored by the District:

1. Distance learning course, including a correspondence, virtual, or online course
2. Courses in an accredited foreign exchange program
3. Summer school or community college courses
4. College or high school courses offering dual credit at both the college and high school level
5. Foreign language courses taken in an ethnic school program approved by the Illinois State Board of Education
6. Work-related training at manufacturing facilities or agencies in a Tech Prep Program
7. Credit earned in a Vocational Academy

The student must seek approval from the Building Principal or designee to receive graduation credit for any non-District course or experience. The Building Principal or designee shall determine the amount of credit and whether a proficiency examination is required before the credit is awarded. As approval is not guaranteed, students should seek conditional approval of the experience before participating in a non-District course or experience. The student assumes responsibility for any fee, tuition, supply, or other expense. The student seeking credit is responsible for (1) providing documents or transcripts that demonstrate successful completion of the experience, and (2) taking a proficiency examination, if requested. The Building Principal or designee shall determine which, if any, non-District courses or experiences, will count toward a student's grade point average, class rank, and eligibility for athletic and extracurricular activities. When applicable, the Building Principal or designee shall, prior to the first day of class, inform individual high school students enrolled in a mixed enrollment dual credit course that includes students who have and have not met the community college's criteria for dual credit coursework of whether or not they are eligible to earn college credit for the course. This section does not govern the transfer of credits for students transferring into the District.

Substitutions for Required Courses

Vocational or technical education. A student in grades 9-12 may satisfy one or more high school courses (including physical education) or graduation requirements by successfully completing related vocational or technical education courses if:

1. The Building Principal or designee approves the substitution(s) and the vocational or technical education course is completely described in curriculum material along with its relationship to the required course; and
2. The student's parent/guardian requests and approves the substitution(s) in writing on forms provided by the District.

Registered Apprenticeship Program. The Building Principal or designee will ensure that the District complies with State law requirements for registered apprenticeship programs. The opportunities and requirements for registered apprenticeship programs contained in this policy will be posted on the District's website, and parents/guardians and students will also be notified of such opportunities in the appropriate school handbook(s).

A student in grades 9-12 who is 16 years or older may satisfy one or more high school courses (including physical education) or graduation requirements by successfully completing a registered apprenticeship program if:

1. The registered apprenticeship program meets all criteria contained in State law;
2. The registered apprenticeship program is listed by the District, or the student identifies a registered (but not listed) apprenticeship program with a business or organization if one is not offered in the District;
3. The student enrolled in a registered apprenticeship program has the opportunity to earn post-secondary credit toward a certificate or degrees, as applicable;
4. The student's parent/guardian requests and approves the substitution(s) in writing on forms provided by the District and on its website;
5. The Building Principal or designee approves the substitution(s); and
6. All non-academic requirements mandated by the School Code for high school graduation that would otherwise prohibit or prevent the student from participating in the registered apprenticeship program are waived.

Substitutions for physical education. A student in grades 9-12, unless otherwise stated, may submit a written request to the Building Principal or designee to be excused from physical education courses for the reasons stated below. The Building Principal or designee shall maintain records showing that the criteria set forth in this policy were applied to the student's individual circumstances, as appropriate.

1. Ongoing participation in a marching band program for credit (student must be in the 11th or 12th grade).
2. Enrollment in Reserve Officer's Training Corps (ROTC) program sponsored by the District;
3. Ongoing participation in an interscholastic or extracurricular athletic program (student must be in the 11th or 12th grade);
4. Enrollment in academic classes that are required for admission to an institution of higher learning (student must be in the 11th or 12th grade); or

5. Enrollment in academic classes that are required for graduation from high school, provided that failure to take such classes will result in the student being unable to graduate (student must be in the **11th** or 12th grade).

A student who is eligible for special education may be excused from physical education courses pursuant to 7:260, *Exemption from Physical Education*.

Volunteer service credit. A student participating in the District's Volunteer Service Credit Program, if any, may earn credit toward graduation for the performance of community service. The amount of credit given for program participation shall not exceed that given for completion of one semester of language arts, math, science, or social studies.

Re-Entering Students

Individuals younger than 21 years of age may re-enter high school to acquire a high school diploma or an equivalency certificate, subject to the limitations in Board policy 7:50, *School Admissions and Student Transfers To and From Non-District Schools*. Re-entering students may obtain credit through the successful completion of the following (not all of these may be available at any one time):

1. District courses
2. Non-District experiences described in this policy
3. Classes in a program established under [Section 10-22.20](#) of the School Code, in accordance with the standards established by the Illinois Community College Board
4. Proficiency testing, correspondence courses, life experiences, and other nonformal educational endeavors
5. Military service, provided the individual making the request has a recommendation from the American Council on Education.

The provisions in the section **Credit for Non-District Experiences**, above, apply to the receipt of credit for any non-District course.

LEGAL REF.:

[105 ILCS 5/2-3.44](#), [5/2-3.108](#), [5/2-3.115](#), [5/2-3.142](#), [5/2-3.175](#), [5/10-22.43a](#), [5/10-20.62](#), [5/27-6](#), [5/27-22.3](#), and [5/27-22.05](#).

[110 ILCS 27/](#), Dual Credit Quality Act.

[23 Ill.Admin.Code §§1.425\(e\)](#), [1.440\(f\)](#), [1.470\(c\)](#), and [Part 255](#).

CROSS REF.: 6:180 (Extended Instructional Programs), 6:300 (Graduation Requirements), 6:315 (High School Credit for Students in Grades 7 or 8), 6:320 (High

School Credit for Proficiency), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:260 (Exemption from Physical Education)

Illinois Statutes Chapter 105. Schools § 5/27-6. Courses in physical education required; special activities

§ 27-6. Courses in physical education required; special activities.

(a) Pupils enrolled in the public schools and State universities engaged in preparing teachers shall be required to engage during the school day, except on block scheduled days for those public schools engaged in block scheduling, in courses of physical education for such periods as are compatible with the optimum growth and developmental needs of individuals at the various age levels except when appropriate excuses are submitted to the school by a pupil's parent or guardian or by a person licensed under the Medical Practice Act of 1987 ¹ and except as provided in subsection (b) of this Section. **A school board may determine the schedule or frequency of physical education courses, provided that a pupil engages in a course of 1 physical education for a minimum of 3 days per 5-day week.**

Special activities in physical education shall be provided for pupils whose physical or emotional condition, as determined by a person licensed under the Medical Practice Act of 1987, prevents their participation in the courses provided for normal children.

(b) A school board is authorized to excuse pupils enrolled in **grades 11 and 12** from engaging in physical education courses if those pupils request to be excused for any of the following reasons:

(1) for ongoing participation in an interscholastic athletic program;

(2) to enroll in academic classes which are required for admission to an institution of higher learning, provided that failure to take such classes will result in the pupil being denied admission to the institution of his or her choice; or

(3) to enroll in academic classes which are required for graduation from high school, provided that failure to take such classes will result in the pupil being unable to graduate.

A school board may also excuse pupils in grades 9 through 12 enrolled in a marching band program for credit from engaging in physical education courses if those pupils request to be excused for ongoing participation in such marching band program.

A school board may also, on a case-by-case basis, excuse pupils in grades 7 through 12 who participate in an interscholastic or extracurricular athletic program from engaging in physical education courses.

In addition, a pupil in any of grades 3 through 12 who is eligible for special education may be excused if the pupil's parent or guardian agrees that the pupil must utilize the time set aside for physical education to receive special education support and services or, if there is no agreement, the individualized education program team for the pupil determines that the pupil must utilize the time set aside for physical education to receive special education support and services, which agreement or determination must be made a part of the individualized education program. However, a pupil requiring adapted physical education must receive that service in accordance with the individualized education program developed for the pupil. If requested, a school board is authorized to excuse a pupil from engaging in a physical education course if the pupil has an individualized educational program under Article 14 of this Code, is participating in an adaptive athletic program outside of the school setting, and documents such participation as determined by the school board.

A school board may also excuse pupils in grades 9 through 12 enrolled in a Reserve Officer's Training Corps (ROTC) program sponsored by the school district from engaging in physical education courses. School boards which choose to exercise this authority shall establish a policy to excuse pupils on an individual basis.

(b-5) A pupil shall be excused from engaging in any physical activity components of a physical education course during a period of religious fasting if the pupil's parent or guardian notifies the school principal in writing that the pupil is participating in religious fasting.

(c) The provisions of this Section are subject to the provisions of Section 27-22.05.



LISLE 202
COMMUNITY UNIT SCHOOL DISTRICT

**Village of Lisle
Economic Incentive and
Tax Increment
Financing Plan**

December 18, 2023

Tax Increment Financing Overview

Established 2015

Expires 2038 (23 years)

School District receives \$56,000 per year in property taxes

All additional property taxes in area go to Village of Lisle (unless residential)



Village of Lisle Agreement with Flaherty & Collins Properties

- 198 luxury residential apartment units
- 23, 000 square feet of first floor retail/ commercial space
- 476 parking space, multi- level structured parking garage
- 14 outdoor, on- street public parking spaces
- Property taxes = \$1,000,000 per year



Village agreed to provide developer \$5,969,400 plus 7.5% interest



Village of Lisle TIF

Property Tax Distribution

Cost per student = \$25,000

Students
= 16

CURRENT AGREEMENT				
Library	School	F&C	Village	Total
2%	40%	58%	0%	100%
\$20,000	\$400,000	\$580,000	\$0	\$1,000,000

Property Tax Distribution

Cost per student = \$25,000

Students
= 16

CURRENT AGREEMENT				
Library	School	F&C	Village	Total
2%	40%	58%	0%	100%
\$20,000	\$400,000	\$580,000	\$0	\$1,000,000

Students
= 11

VILLAGE PROPOSED PLAN				
Library	School	F&C	Village	Total
2%	28%	70%	0%	100%
\$20,000	\$280,000	\$700,000	\$0	\$1,000,000

Property Tax Distribution

Cost per student = \$25,000

Students
= 16

CURRENT AGREEMENT				
Library	School	F&C	Village	Total
2%	40%	58%	0%	100%
\$20,000	\$400,000	\$580,000	\$0	\$1,000,000

Students
= 11

VILLAGE PROPOSED PLAN				
Library	School	F&C	Village	Total
2%	28%	70%	0%	100%
\$20,000	\$280,000	\$700,000	\$0	\$1,000,000

Students
= 2

ANTICIPATED OUTCOME				
Library	School	F&C	Village	Total
2%	5%	70%	23%	100%
\$20,000	\$50,000	\$700,000	\$230,000	\$1,000,000

FOR DISCUSSION

**Lisle Community Unit School District 202
Board of Education Meeting
December 18, 2023**

SUBJECT: School District Metrics and Measurements

BACKGROUND DATA: The Board asked members to list their top five areas to monitor via a survey in November and to include the topic for discussion at the December meeting.

SURVEY RESULTS		
	Member 1	Member 2
#1	Include District Profile % Students Who Attended 202 Schools K-12	iReady By Cohort and Grade as described in what I (Dan) provided at the Nov 2023 meeting
#2	Longitudinal Cohort Report % Students with Student Services (IEPs, 504 Plans, EL Support)	IAR By Cohort and Grade as described in what I (Dan) provided at the Nov 2023 meeting
#3	Longitudinal Cohort Report for Student Attendance	Special Ed as described in what I (Dan) provided at the Nov 2023 meeting
#4	Longitudinal Cohort Reports for ELA, Math and Science Proficiency and Growth	Student Life as described in what I (Dan) provided at the Nov 2023 meeting
#5	Longitudinal Participation Report including band and chorus	PSAT to SAT as described in what I (Dan) provided at the Nov 2023 meeting

Information from the November 27, 2023 Board Meeting

The following information was prepared by Board President, Pam Ahlmann:

Data Needed to Drive Decisions

Our September 18, 2023 Illinois Association of School Boards “Starting Right” workshop, included [Next Steps](#) to “Review our monitoring processes to ensure that we are using the most meaningful data to drive decisions and examine the impact.”

The Board agreed to wait until all three schools presented their School Improvement Plan to discuss data for the monitoring process.

For discussion at this meeting, please be prepared to provide input on:

- What additional data does the Board need beyond data currently provided in the School Improvement Plans and the [Illinois Report Card](#)?
- Is the data "readily available"?
- Does the Board "need to know" the data or is it "nice to know"?
- How will monitoring the data benefit Board decision-making?
- How often and in what format do we need the data?

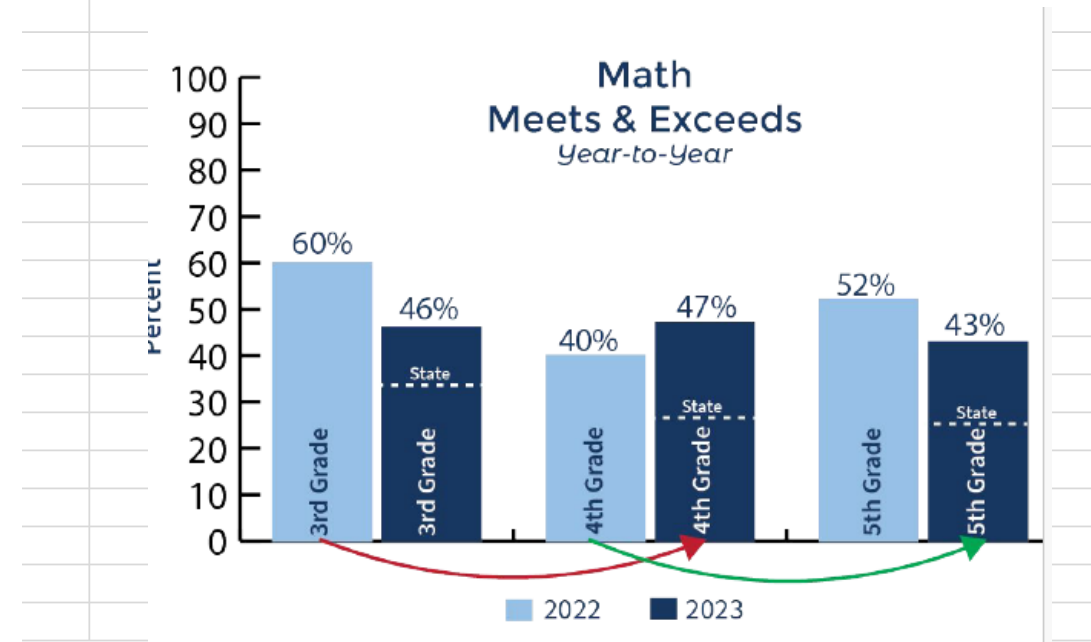
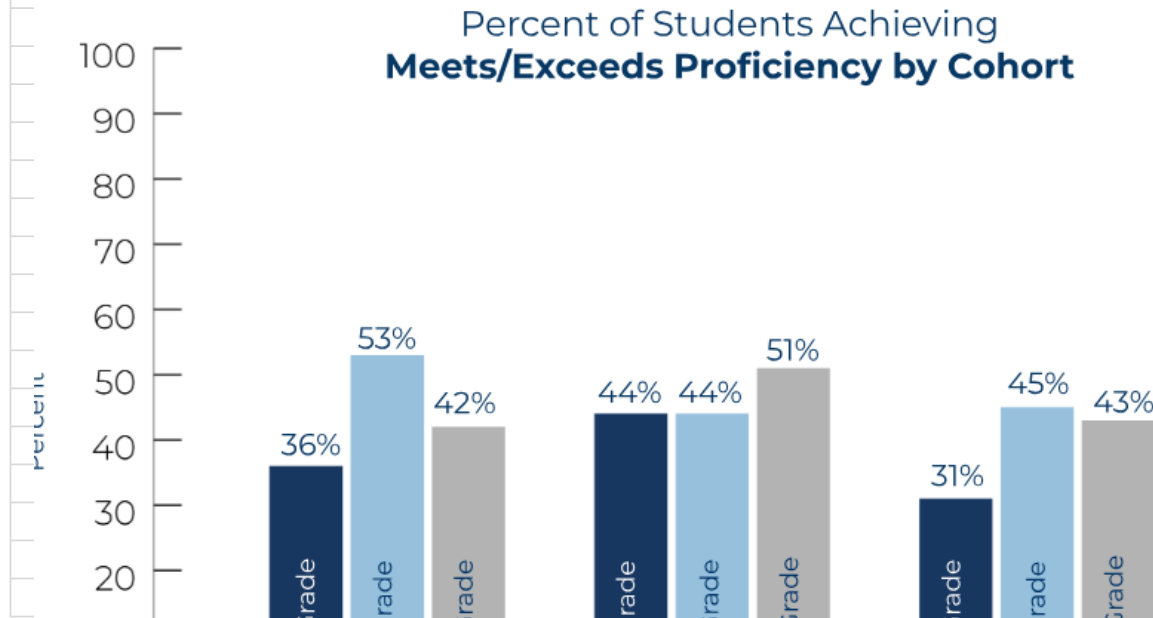
In general, any metric the board is asking to be tracked is to provide evidence that our curriculum, student services, etc. are impacting student growth and proficiency most effectively and support any recommended from administration for changes to curriculum, student services, etc.

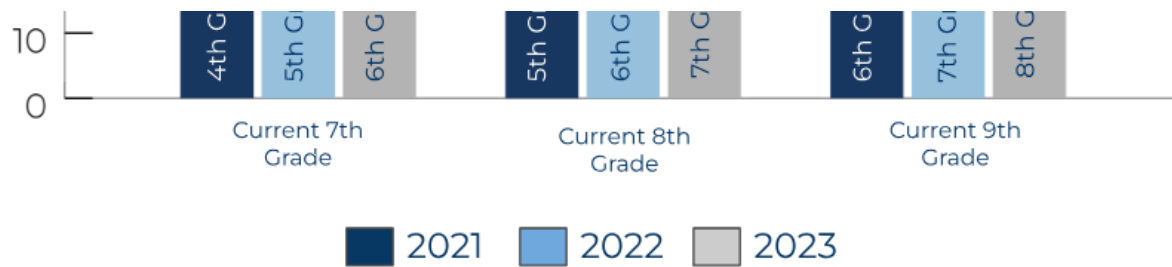
Frequency of presentation to Board: Unless otherwise specified, Annually along with each buildings' annual school improvement plans and/or as part of presentations for changes to curriculum.

Metric	Grades	Purpose/Value	Statistics
TBD	K-2		What makes sense to track for these grades?
iReady By Cohort	3-8	<p>Allow the board to view trends in student proficiency and growth as they progress through the district in grade 3-8 and as a means to understand and confirm how the investments in curriculum and student services are impacting the students.</p> <p>The break down by length of time a student has been in the district is important as recently enrolled students most likely came from a school district using a different curriculum. My assumption is that a student in our district 3 or more years will have received the full benefit of our curriculum whereas newer students will take longer to adjust to our curriculum.</p> <p>The break down by IEP is to understand how well our students with the greatest learning challenges are progressing.</p> <p>The breakdown by race and gender is to understand if there are any unintended biases lurking in our education practices.</p> <p>The break down by students moving into and out of meets/exceeds and below grade level is to understand the attribution of any increase or decrease in the numbers/percentages .</p>	<p>Be able to track the following iReady statistics by Cohort.</p> <p>iReady Growth By ELA and Math iReady Achievement By ELA and Math</p> <p>Break down the above 2 data points in the following slices:</p> <ul style="list-style-type: none"> - Students in district 1 year - Students in district 2 years (for fifth grade onward) - Students in district 3 or more years (for fifth grade onward) - Students in district since Kindergarten <p>Break down the above 2 data points for only students in the district 3 or more years into slices by:</p> <ul style="list-style-type: none"> - Has an IEP and does not have an IEP - Same racial breakdowns Illinois Report Card Uses - By gender <p>Breakdown of the above 2 statistics and length of time in the district of students</p> <ul style="list-style-type: none"> - Who prior year were Meets/Exceeds and fell to below grade level - Who prior year were below grade level and now are Meets/Exceeds
iReady By Grade	3-8	Allow the board to view how curriculum is impacting growth and proficiency at each grade level based on iReady.	Same statistics as iReady By Cohort
IAR by Cohort	3-8	Our district's continual improvement of selecting curriculum that is aligned to the ILS standards should be evident in the trend of our students IAR Scores.	<p>Same statistics as iReady By Cohort plus the following:</p> <p>Measure the correlation our curriculum and iReady to outcomes in the IAR.</p> <ul style="list-style-type: none"> - Number/Percentage of students who on last iReady matched the IAR equivalent. - Number/Percentage of students who on last iReady exceeded the IAR equivalent. - Number/Percentage of students who on last iReady did not meet the IAR equivalent.
IAR by Grade	3-8	Allow the board to view how curriculum is impacting growth and proficiency at each grade level based on IAR.	Same statistics as IAR By Cohort
Special Ed and SEL	3-12	Allow the board to understand the composition of our student body in terms of special education and social-emotional support. This information can help the board support initiatives proposed by administration and confirm that current special ed and SEL programs are working as expected.	The statistics that the LHS provided on the Special Education and Social Emotional Data slides from the August 2023 meeting would be a good start.
Student Life	6-12	Allow the board to understand the composition of our student body in terms of student participation. As studies have shown, the involvement of students in activities improves academic outcomes.	The statistics that the LHS provided on the Athletic slide from the August 2023 meeting would be a good start. I would like to see the same break down for Band/Choir and other non-sport activities.

PSAT to SAT	9-11	<p>Allow the board to view trends in student proficiency and growth as they progress through the district in grade 9-11 and as a means to understand and confirm how the investments in curriculum and student services are impacting the students.</p> <p>The break down by length of time a student has been in the district is important as recently enrolled students most likely came from a school district using a different curriculum. My assumption is that a student in our district 3 or more years will have received the full benefit of our curriculum whereas newer students will take longer to adjust to our curriculum.</p> <p>The break down by IEP is to understand how well our students with the greatest learning challenges are progressing.</p> <p>The breakdown by race and gender is to understand if there are any unintended biases lurking in our education practices.</p> <p>The break down by students moving into and out of meets/exceeds and below grade level is to understand the attribution of any increase or decrease in the numbers/percentages .</p>	<p>The statistics that the LHS provided on the Growth Class of 2024 and 2025 slides from the August 2023 meeting. but broken down by the following:</p> <ul style="list-style-type: none"> - Students in district 1 year - Students in district 2 years - Students in district 3 or more years - Students in district since Kindergarten <p>- Students broken down by the categories on the Postsecondary Report (4 yr university, 2 yr college, workforce, etc.) provided in the LHS presentation from August 2023.</p>
High School Statistics	9-11	Continue to provide the same statistics as presented in the August 2023 LHS presentation plus anything else mentioned here.	

I prefer the LJH format over the LES format





GROWTH

CLASS OF 2024

CLASS OF 2024 GROWTH OVER TIME

DECEMBER, 2020 PSAT 8/9	APRIL, 2022 PSAT 10	OCTOBER, 2022 PSAT/NMSQT	JANUARY, 2023 Practice SAT	APRIL, 2023 SAT
MEAN SCORE: 884	MEAN SCORE: 1002	MEAN SCORE: 1035	MEAN SCORE: 1039	MEAN SCORE: 1095
Met or Exceeded II. Performance Standards	Met or Exceeded II. Performance Standards	Met or Exceeded II. Performance Standards	Met or Exceeded II. Performance Standards	Met or Exceeded II. Performance Standards
ERW - 14% Math - 11%	ERW - 37% Math - 30%	ERW - 40% Math - 44%	ERW - 40% Math - 40%	ERW - 52% Math - 50%
# OF STUDENTS: 79	# OF STUDENTS: 92	# OF STUDENTS: 95	# OF STUDENTS: 95	# OF STUDENTS: 98

CLASS OF 2023 POST-SECONDARY REPORT

CLASS OF 2023 - GRADUATE PLANS											
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Four-Year Universities	58.2%	60.2%	55.5% (66)	53% (65)	59% (75)	55%(65)	56% (71)	46% (53)	54% (62)	45% (48)	52% (53)
Two-Year Colleges	32.8%	29.2%	33.6% (40)	37% (46)	28% (36)	36%(42)	33% (42)	41% (47)	38% (44)	34% (36)	29% (30)
Workforce	4.9%	5.3%	3.4% (4)	4% (5)	3.9% (5)	0	2% (3)	3% (4)	0.8% (1)	4% (5)	4% (4)
Trade Schools/ Vocational	1.6%	3.5%	3.2% (4)	4% (5)	.07% (1)	2%(2)	0.7% (1)	3% (4)	4% (5)	8% (9)	7% (7)
Military	2.5%	1.8%	4.2% (5)	0.08% (1)	2% (3)	2%(2)	3% (4)	2% (2)	0	0	5% (5)
Gap Year/Undecided	0	0	0	0	3% (4)	4%(5)	2% (3)	2% (3)	7% (8)	8% (9)	5% (5)
Students Transition	0	0	0	0	2% (3)	0	0	2% (2)	0	1% (1)	5% (5)

Suggestions by Pam Ahlmann

For our data monitoring discussion, looking at what information each of the school's currently provide, it could be beneficial to to look at a consolidated District report on:

1. # IEP's - Elementary through HS (indication of needed supports and if they are working)
2. Average Attendance By School (District trend data)
3. IAR Results for Math Proficiency by Cohort Grades 2-8 to PSAT 8/9, PSAT 10, PSAT/NMSQT, Practice SAT, and SAT (indication if Bridges and Eureka are contributing to a strong foundation; Honors Math and A.P. Calculus may also be contributing factors)

- Meets and Exceeds
- At Expected Grade Level
- Below Expected Grade Level
- Include Growth

4. IAR Results for ELA Proficiency by Cohort Grades 2-8 to PSAT 8/9, PSAT 10, PSAT/NMSQT, Practice SAT, and SAT (indication if My View and My Perspective are contributing to a strong foundation; Honors English and A.P. English Language and Literature English may also be contributing factors)

- Meets and Exceeds
- At Expected Grade Level
- Below Expected Grade Level
- Include Growth

5. Illinois Science Assessment Proficiency or Higher for by Cohort Grades 6-12 (indication of Open Sci ED contributing to a strong foundation)

FOR DISCUSSION

**Lisle Community Unit School District 202
Board of Education Meeting
December 18, 2023**

SUBJECT: Freedom of Information Act Request

BACKGROUND DATA: The District received Freedom of Information Act request(s) from the following individual(s):

1. Sheri Reid, SmartProcure
2. Anthony Wallk, Labor-Management Cooperation Committee (LMCC)
3. Patrick Lee, IL State Volunteer for Change the Air Foundation

The District will respond to all the request(s) within the required timeline.

From: Sheri Reid <sreid@smartprocure.com>

Sent: Sunday, December 10, 2023 8:01 AM

To: kfilipiak@lisle202.org

Subject: SmartProcure FOIA Request to Lisle Community Unit School District
No. 202 For PO/Vendor Information

Dear Keith Filipiak or Custodian of Public Records,

SmartProcure is submitting a commercial FOIA request to the Lisle Community Unit School District No. 202 for any and all purchasing records from 9/16/2023 to current. The request is limited to readily available records without physically copying, scanning or printing paper documents. Any editable electronic document is acceptable.

The specific information requested from your record keeping system is:

1. Purchase order number. If purchase orders are not used a comparable substitute is acceptable, i.e., invoice, encumbrance, or check number 2. Purchase date 3. Line item details (Detailed description of the purchase) 4. Line item quantity 5. Line item price 6. Vendor ID number, name, address, contact person and their email address

If you would like to let me know what type of financial software you use, I may have report samples that help to determine how, or if, you are able to respond.

As an added security and privacy measure, there will be a unique upload link for any new requests moving forward, including this one. We appreciate your assistance towards this request. You may also attach the information to this email.

<https://upload.smartprocure.com/?id=c2RqPWEyYlZQMDAwMDAwMHlxTlIBUSZzdD1JTCZvcmc9TGlzbgVDb21tdW5pdHlVbml0U2Nob29sRGlzdHJpY3RObzIwMg%3D%3D>

If this request was misrouted, please forward to the correct contact person and reply to this communication with the appropriate contact information.

If you have any questions, please feel free to respond to this email or I can be reached at the phone number below in my signature.

Regards,

Sheri Reid

Data Acquisition Specialist

SmartProcure

Direct: (561) 609-6759

Email: sreid@smartprocure.com

From: Tony Wallk <awallk@LDCLMCC.COM>
Sent: Tuesday, December 5, 2023 1:35 PM
To: district202foia@lisle202.org
Subject: FOIA Request – Non-Commercial Request

FOIA Request – Non-Commercial Request

Attention FOIA Officer
Email: district202foia@lisle202.org

Lisle Community School District 202

Regarding the “Capital Improvements Lisle Junior High School 2024” – Awarded Contractors for Each Bid / Trade.

Bid Date: 11/15/2023 @2pm

Attached: Bid Results – Attended the Bid 11/08/2023 at 11am – Please see attachments

11/15/2023 Bid Result - Lisle Community School District 202, Lisle - Capital Improvements Lisle Junior High School 2024 (5211437) - Demolition - Low Bid - U S Dismantlement
11/15/2023 Bid Result - Lisle Community School District 202, Lisle - Capital Improvements Lisle Junior High School 2024 (5211437) - General Trades - Low Bid - Pepper Construction
11/15/2023 Bid Result - Lisle Community School District 202, Lisle - Capital Improvements Lisle Junior High School 2024 (5211437) - Masonry - Low Bid - Jimmy Z
11/15/2023 Bid Result - Lisle Community School District 202, Lisle - Capital Improvements Lisle Junior High School 2024 (5211437) - Plumbing - Low Bid - Omega Plumbing
11/15/2023 Bid Result - Lisle Community School District 202, Lisle - Capital Improvements Lisle Junior High School 2024 (5211437) - Site Concrete - Low Bid - Carmichael Construction Inc.

Pursuant to the provisions of the Freedom of Information Act, please consider this a request for inspection of the following records. We are requesting the following.

- Copy of the Awarded Results for the “Capital Improvements Lisle Junior High School 2024” – Awarded Contractors for Each Bid / Trade.

As a non-for-profit organization serving the public interest, we respectfully request the waiver of any fees for copying the requested records.

If there are any fees charged for photocopying the records, please let me know before you fill my request, or please supply the records without informing of the cost if fees do not exceed \$10.00, which I agree to pay.

If you can send an electronic copy to (i.e., PDF) of the documents requested above that would be appreciated. My email is awallk@ldclmcc.com

If any portion of this request is denied, please cite the specific exemption(s) that you believe allows for this denial and inform me of the appeal procedures available under the law. Also, please provide me with the name, title, and address of the person whom the appeal should be sent.

Thank you very much for your time. If you have any questions, please Contact me.

Sincerely,

Anthony Wallk
Research Analyst
Chicago Laborers' District Council
Labor-Management Cooperation Committee (LMCC)
630-688-8973 or Email: awallk@ldclmcc.com

From: Patrick Lee <pjlee.team@gmail.com>

Subject: FOIA Request

Date: November 27, 2023 at 9:17:32 PM CST

To: lkotalik@lisle202.org

Hi,

I am doing public research and would like to request your latest IAQ and Environmental Testing for your schools. I am seeking the actual report that includes mold spore sampling data for each of your schools. I understand if certain floorplan info needs to be redacted from the reports and I pre-accept these redactions as you see required. If you have not ever conducted any IAQ and Environmental Testing for your schools, you can let me know in your response accordingly.

I am doing an IL State Wide request using a public database of contacts for IL, so if you have already received this request and responded, please go ahead and let me know. I apologize for any redundancy, but I learned of this public database method after I made the requests individually with about 20 school districts in Illinois.

I have attached an example mold test report (page 26) to help provide you an understanding of the type of reports and data I am requesting.

Thank you,

Patrick Lee

5267 Brentwood Circle

Long Grove, IL

224-813-4478

IL State Volunteer for Change the Air Foundation

SUPERINTENDENT'S REPORT



LISLE 202

COMMUNITY UNIT SCHOOL DISTRICT

December 2023

Lisle Elementary School

Music Programs

On December 13th, the Lisle Elementary 4th & 5th Grade Chorus and 5th Grade Beginning Band held their Winter Concert for their families at Lisle High School. The Chorus sang wonderfully and shared songs with a wintry theme. The 5th Grade Band students, who just started on their instruments in September, performed selections such as "Hot Cross Buns" as well as some holiday favorites. The Chorus was directed by Mrs. Arlene Leonard and accompanied by Mrs. Pat Kerback, and the Band was led by Mr. Phillip Meyer. Fun was had by all!

Winter iReady

Our students completed their winter data assessment the week of December 4th. Families will receive the student report on December 22nd.

Lisle Junior High School

Family Reading Challenge

The Junior High launched the Family Reading Challenge as part of their efforts to expand the reading culture. The program began the week before Thanksgiving and will run through mid-January with the goals of increasing reading for enjoyment, encouraging/increasing family engagement with the school, and providing an opportunity for communication and connection between kids and parents. Families can turn in reading slips for students to be entered into a weekly raffle. To date, 10 families have participated and we are looking forward to growing this engaging program!

LJHS Spelling Bee

Congratulations to all of our students who participated in the 2023 Lisle Junior High School Spelling Bee! We are proud of everyone who took on the challenge and are pleased to announce the students who won the contest.

6th Grade Winner- Jackson W.

8th Grade Winner- Joey S.

Building Winner- Joey S. - Joey will represent LJHS at the Dupage County Spelling Bee in February.

Building Runner-up- Bernadette W.

[New Social-Emotional Learning Curriculum](#)

LJHS is piloting a new Social/Emotional Learning (SEL) curriculum, Be Good People. The lessons are extremely relevant and engaging and address skills such as self-awareness, social-awareness, self-management, relationship skills, and responsible decision-making. We are optimistic that this program can provide meaningful lessons to help our students grow and will gather student and teacher feedback throughout this process.

[Lisle High School](#)

[Illinois State Scholars](#)

This past week, we received notification from the Illinois Student Assistance Commission regarding seniors who have been selected as Illinois State Scholars. The Illinois State Scholar Program identifies those high school seniors who possess superior academic potential. Each student named a State Scholar receives a Certificate of merit from the Illinois Student Assistance Commission. Students are named State Scholars on the basis of their ACT or SAT scores and GPA at the end of their junior year. Congratulations to the following Illinois State Scholars: Martin C, Michael C, Helen G, Nathan H, Nicholas H, Lucas H, Matthew K, McKenna K, Sriram K, Ricky L, Matthew L, Soren M, Jacob M, Anika M, Zoya S, Armin S, Jossalynn S, Fatima T and Cid V.

[MOSAIC Holiday Concert](#)

On Wednesday, December 13th the Lisle High School Band and Choirs presented the new holiday tradition: MOSAIC, in the Lisle Auditorium. This fast-paced concert event featured large and small ensembles from both band and choir programs. Performances occurred throughout the auditorium space with special lighting highlighting each performance. It was a tremendous showcase of our talented musicians.

FOR ACTION

**Lisle Community Unit School District 202
Board of Education Meeting
December 18, 2023**

SUBJECT: School Association for Special Education in DuPage (SASED)

November Newsletter [LINK](#)

December Newsletter [LINK](#)