ROCK ISLAND-MILAN SCHOOL DISTRICT NO. 41

BOARD OF EDUCATION REGULAR MEETING

ROCK ISLAND-MILAN ADMINISTRATION OFFICE
2000 7TH AVE
ROCK ISLAND, IL 61201

TUESDAY, APRIL 22, 2025 **6:00 PM**

Below is the link to the School Board Meeting:
https://meet.google.com/fzb-nmks-pmq

I. **Preliminary**

A. Call to Order and Roll Call

B. Pledge of Allegiance

C. **Approval of Board of Education Minutes... Action**

It is recommended that the Board of Education approve the minutes of the regular meeting of April 8, 2025, as well as the minutes of the executive sessions held on March 31, 2025 and April 8, 2025.

II. **Special Items**

A. **Curriculum Management Audit Presentation**

Mr. Scott Vance, Assistant Superintendent of Teaching and Learning and representatives from the Insight Education Group will present findings from the Curriculum Management Audit.

B. **FY2025 Tentative Budget Amendment... Information**

Ms. Annaka Whiting, CFO, will present an update on the FY25 budget and present information regarding the tentative budget amendment.

C. **Building our Future Facilities Management Plan Update... Information**

Dr. Williams, Superintendent, Ms. Annaka Whiting, CFO, and Mr. Joshua Becker, Director of Building Operations will provide the April FMP update.

D. **Scholar Enrollment and Registration Update... Information**

Ms. Alicia Sanders, Director of Student Services, will provide an update on scholar enrollment and registration procedures for the 2025 - 26 school year.

III. **Reports**

A. Board Members

B. Superintendent

C. RIEA President

IV. **Communications**

Requests from persons wishing to speak on certain agenda items will be called upon at the

appropriate time. Citizens wishing to address the Board of Education on items not on the agenda. Comments should be limited to three (3) minutes. *(Matters regarding specific employees or students are of a confidential nature and will not be heard in open session).*

V. **Action of Routine Matters**

A. Approval of Additions and/or Deletions

B. Approval of Agenda

C. Nomination for Future Agenda Items

D. Blanket Motion

Opportunity will be given for the selection of items that need no discussion to be approved at the appropriate time on the agenda. The following items are recommended for the Blanket Motion:

1. **Contracts for Service (a - l) ... Action**

a. **Amplify Partnership Amendment... Action**

It is recommended that the District approve an amended contract with Amplify Education, 55 Washington Street, Suite 800, Brooklyn, New York, 11201 in the amount of $5,550 as presented.

b. **Center for High School Success... Action**

It is recommended that the Board of Education approve the contract for service with the Center for High School Success, 2121 SW Broadway, Ste 130, Portland OR, 97201 for $67,980 to provide continued support 9th Grade on Track success rates for the 2025 - 26 school year.

c. **Educational Epiphany... Action**

It is recommended that the Board of Education approve the contract for service with Educational Epiphany, 1750 Pennsylvania Avenue #27066, Washington, D.C. 20038 to deliver professional development in the amount of $167,495 for the 2025 - 26 school year.

d. **Educational Epiphany Amendment... Action**

It is recommended that the District approve the amended contract for service with Educational Epiphany, 1750 Pennsylvania Avenue #27066, Washington, D.C. 20038 for the remainder of the 2024-25 school year as presented.

e. **Lexia Partnership Amendment... Action**

It is recommended that the District approve an amended contract with Lexia Learning Systems, LLC, P.O. Box 83315 Woburn, MA 01813 in the amount of $65,920 as presented.

f. **NWEA for Non-Public Schools... Action**

It is recommended that the Board of Education approve the contract for service with NWEA, 14046 Collection Center Drive, Chicago, IL 60693 in the amount of $2,800.

g. **Pacific Learning Materials for Spanish TBE Programs... Action**

It is recommended that the Board of Education approve the contract for service with Pacific Learning, 11145 Knott Ave. Ste. C, Cypress, CA 90630 at a cost not to exceed $16,000.

h. **SAVVAS for Non-Public Schools... Action**

It is recommended that the Board of Education approve the contract for service and materials purchases with SAVVAS, 15 E. Midland Ave. St 502, Paramus NJ 07652, for the total amount not to exceed $11,433.62.

i. **School Health Link MOU... Action**

It is recommended that the Board of Education enter into a Memorandum of Understanding with School Health Link, Inc., 3602 Avenue of the Cities, Moline, IL 61265 from April 15, 2025 through June 30, 2026 within the Rock Island Milan School District.

j. **Teaching Strategies.... Action**

It is recommended that the Board of Education approve the contract for service with Teaching Strategies, 80 M Street SE, Suite 1010, Washington, D.C. 20003 for $17,225 to purchase the KickStart Literacy Program Bundle for the Head Start program.

k. **Thomas Jefferson Repairs - L & L Floorcovering... Action**

It is recommended that the Board of Education approve a contract with L & L Floorcovering, 4200 11th Street, Rock Island, IL 61201 to complete necessary flooring repairs at Thomas Jefferson for $10,500, with total expenditures not to exceed $35,000 for other district wide needs during the 2024 - 25 school year.

l. **Thomas Jefferson Repairs - Werner Restoration... Action**

It is recommended that the Board of Education approve staff to enter a contract with Werner Restoration, 102 Innovation Way, Colona, IL 61241 to complete the necessary repairs at Thomas Jefferson for $9,902.94, with total expenditures not to exceed $35,000 for other district wide needs during the 2024 - 25 school year.

2. **Bills for Payment... Action**

It is recommended that the Board of Education authorize bills for payment dated April 15, 2025 in the amount of $3,466,960.75.

3. **List of Donations... Action**

It is recommended that the Board of Education approve the attached list of donations.

4. **Overnight Field Trip Requests... Action**

It is recommended that the Board of Education approve the overnight field trip request for the Rock Island High School Boy's Track and Field team to attend the state championship at Eastern Illinois University in Charleston, Illinois from May 29 - May 31, 2025.

5. **2025 Facility Improvements Recommendation... Action**

It is recommended that the Board of Education approve Swanson Construction, 3400 Towne Pointe Dr., Bettendorf, IA 52722 for the 2025 Facility Improvements project at the base bid price of $2,493,000.

6. **Aquatic Center Recommendation... Action**

It is recommended that the Board of Education approve MPC Enterprises, Inc. 2001 W. Washington Street, Mt. Pleasant, IA 52641 for the Rock Island High School Aquatic Center - Bid 1 project. Including Russell Construction markups, the overall cost will be $632,359.

7. **Memorandums of Understanding with RIEA... Action**

It is recommended that the Board of Education approve the memorandums of understanding regarding the following positions: PEL certified nurses and pupil personnel services liaison/coordinators, with the Rock Island Education Association.

8. **School Breakfast Expansion Grant... Action**

It is recommended that the Board of Education approve staff to apply for the School Breakfast Expansion Grant through the Illinois State Board of Education in the amount of $10,000.

9. **Certified Appointments... Action**

It is recommended that the Board of Education approve the following certified appointments for the 2024 - 25 school year of Brittany Ackerland, William Crouch, and Andrew Freeman.

10. **Certified Appointments... Action**

It is recommended that the Board of Education approve the following certified appointments for the 2025 - 26 school year of Madeleine Eaton, Jessica Hollander, Hannah Hutton, Megan Mahoney, Alyssa Milne and Lindsey Munson.

11. **Non-Certified Appointments... Action**

It is recommended that the Board of Education approve the following non-certified appointments for the 2024 - 25 school year of Anthony Reaves-Cotton, Maria Escamilla-Garcia, and Paw Thaw.

12. **Non-Certified to Certified Internal Transfer... Action**

It is recommended that the Board of Education accept the non-certified to certified internal transfer of April Bowlyou during the 2024 - 25 school year.

13. **Non-Certified Support Coach Appointment... Action**

It is recommended that the Board of Education approve the non-certified support coach appointment of Charles Cooley during the 2024 -25 school year.

14. **Administrator Resignations... Action**

It is recommended that the Board of Education accept the following administrator resignations during the 2024 -25 school year of Donald Smith, Dean at Rock Island High School with ten (10) years of service, effective June 12, 2025 and Redrick Terry,

Communications Director with one (1) year of service effective June 4, 2025.

VI. **Operations**

A. **Freedom of Information Act (FOIA) Request...Information**

The District received a FOIA request and responded within the five (5) day required timeframe to Ms. Shari Reid who requested general purchasing records from December 10, 2024 through the requested date of April 4, 2025.

The District received a FOIA request and responded within the five (5) day required timeframe to Ms. Isabel Pena who requested all names and current pay of all security staff at Rock Island High School.

The District received a FOIA request and responded within the five (5) day required timeframe to Ms. Isabel Pena who requested a signed copy of Mr. Jeffrey Dase's contract as Deputy Superintendent.

The District received a FOIA request and responded within the five (5) day required timeframe to Ms. Lori Demko who requested the name of the awarded company, the start date and completion date for both the Rock Island High School Partial Tunnel Asbestos Abatement and the 2025 Junior High Controlled Entry Improvement projects.

The District received a FOIA request and responded within the five (5) day required timeframe to Ms. Isabel Pena who requested resignations tendered for the 2024 - 25 school year of administrators, high school teachers, deans and counselors.

VII. **Business/Finance**

A. **Cordogan Clark... Action**

It is recommended that the Board of Education approve Cordogan Clark, 102 East 2nd Street, Davenport, IA 52801, as Rock Island - Milan School District's Architects of Record, award a contract to Cordogan Clark incorporating the terms outlined in Cordogan Clark's proposal, and authorize the Superintendent to sign a contract with Cordogan Clark.

B. **IDG Architects... Action**

It is recommended that the Board of Education approve IDG Architects, 719 Main Street, Suite A, Peoria, IL 61602 as Rock Island - Milan School District's Architects of Record, award a contract to IDG Architects incorporating the terms outlined in IDG Architects' proposal, and authorize the Superintendent to sign a contract with IDG Architects.

C. **Construction Management... Action**

It is recommended that the Board of Education approve Russell Construction, located at 4700 East 53rd Street, Davenport, IA 52807, for construction management services, award a contract to Russell Construction incorporating the terms outlined in

Russell Constructions proposal, and authorize the Superintendent to sign a contract with Russell Construction.

D. **Strategic Planning Partner Contract Finalization... Action**

It is recommended that the Board of Education approve engage2learn, 8911 N. Capital of Texas Highway, Suite 4200-1065, Austin, TX 78759 as the District's Strategic Planning Partner for $68,350.

VIII. **Personnel**

A. **Approval of Superintendent Compensation Increase... Action**

In recognition of Dr. Williams' satisfactory performance in the first year of her 2024 - 27 employment contract with the Board of Education and the importance of achieving a competitive compensation package, it is recommended that the Board of Education approve the increase Dr. Williams' base annual salary for the 2025 - 26 school year by 6.23% to $233,712.00 and to make, for the 2025 - 26 school year, a non-elective contribution for the benefit of Dr. Williams in the amount of $13,000.00 to the District's 403(b) annuity plan, payable no later than June 30, 2026.

IX. **Organization**

A. **Presentation to Outgoing Board Members... Recognition**

Board members will present a gift of thanks to outgoing members Mr. Terell Williams, for his service from 2017 - 2025, Mr. Gary Rowe, for his service from 2017 - 2025, and Ms. Margie Mejia-Caraballo, for her service from 2023 - 2025.

B. **Review Canvass of Votes... Information/Action**

It is recommended that the Board of Education review and accept the electoral votes as canvassed by the Rock Island County Clerk's office.

C. **Adjourn Sine Die... Action**

It is recommended that the Board of Education adjourn sine die. Superintendent Dr. Sharon Williams will conduct the meeting at this time.

D. **Swearing In and Seating of Elected Members... Action**

Elected members Ms. Susan Crowder, Ms. Andrea Gilman, Ms. Isabel Pena and Mr. Tracy Pugh will be introduced, seated and sworn in at this time.

E. **Election of Officers... Action**

The newly elected Board shall continue the meeting with the election of officers. School Board Vice President, Michael Matherly, will conduct the meeting during the election of a president for two years. A newly elected president will then call for the election of a vice president for a two-year term and for the election for appointment of a treasurer and secretary.

F. **Resolution Naming Depositories... Action**

It is recommended that the Board of Education reaffirm the designation of official depositories for district funds.

G. **Board Appointees... Action**

It is recommended that the Board of Education approve the appointment of Ms. Annaka Whiting as Board Clerk and Treasurer and Ms. Paula Thompson as Board Secretary.

X. **Executive Session**

It is recommended that the Board of Education move to executive session to discuss pending 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 probably or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. 5 ILCS120/2(c)(11). In addition to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity. 5 ILCS 120/2(c)(1). 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).

XI. **Adjournment**

Rock Island-Milan School District 41

Curriculum Management Audit

April 22, 2025

About Us

Insight Education Group

- a leading voice in the national conversation on College- and Career-Ready Standards and educator effectiveness

- over 24 years of development, implementation, and evaluation of educational initiatives

- developed award-winning programs and resources that are used in schools and districts across the country

About Us

Tim Suba

- 22 years in urban public education as a teacher, department head, instructional coach, school leader, and consultant

- 12 years consulting across the country in rural and urban districts on curriculum and assessments, district strategy, instructional leadership, and teacher coaching

Agenda


Purpose
Methods and Sequence
Findings
Recommendations
Closing

Purpose

To understand:

The state of RIMSD's curriculum materials

Systems and structures supporting curriculum

Experiences of different stakeholder groups

In order to:

Define the "pain points"

Analyze gap between present and ideal

Recommend next steps

Methods

Methods and Sequence

Observe classrooms and conduct broad review of curriculum artifacts across all campuses and multiple content areas

Solicit feedback from various stakeholder groups about their experience with RIMSD's curriculum

Analyze curriculum materials solicited from teachers and accessed on district servers

Create report containing findings and recommendations for next steps

Highlights From Content Area Findings

Highlights From Content Areas

- Math: Provide ongoing, robust support of Eureka Squared and Illustrative Math –through Instructional Coaches and teacher champions of the curricula–for all K-8 teachers
- Math: Strengthen Number Sense Support for Learners in Grades 7-12 in Math
- ELA: Invest in Content-Specific Collaboration and Coaching Structures for ELA
- ELA: Strengthen Vertical Alignment and Administrator Engagement to Support ELA Implementation

Highlights From Content Areas

- Social Studies: Adopt a dedicated, standards-aligned K–12 social studies curriculum
- Social Studies: Build shared curriculum maps and resource libraries
- Science: Standardize and strengthen high school science curriculum and instruction with updated resources
- Science: Optimize elementary science instruction through increased time allocation and curriculum fidelity

Highlights From Content Areas

- World Languages: Modernize world languages curriculum and resources to align with current standards
- PE/Health: Provide systemic support for health and PE curriculum, materials, and facilities
- Visual Arts: Establish structured, discipline-specific collaboration and leadership across schools

District Recommendations

Expand school-based instructional coaching program.

Conduct inventory and survey of all HS curriculum materials, preserving curriculum maps and materials that are standards-aligned, and removing anything below grade-level, obsolete, or incomplete.

Provide opportunities for school leaders to attend professional learning and development on the integration of standards, high-leverage teaching strategies, and the district's high-quality instructional materials in ELA and math.

Additionally, empower them to be even stronger instructional leaders of their campuses by creating more opportunities for them to attend professional learning alongside their teachers.

Create more opportunities during PLCs within the school day for structured and sequenced collaborative planning, student work analysis, and assessment practice alignment.

For each content area without a curriculum map, create or adopt maps that thoroughly address or integrate the Illinois Learning Standards. Creation or adoption of new maps may result in the establishment of curriculum materials adoption committees to vet and choose High-Quality Instructional Materials (HQIM) and reserving time in school schedules to adequately teach those standards.

Provide additional training and resources that general education teachers need to effectively support English Language Learners in their classrooms.

Implement strategies to provide more dedicated, protected time for special education and general education teachers to collaborate and support students in the general education setting.

Insight
EDUCATION GROUP

InsightEducationGroup.com

@InsightEdGroup

Fb.com/
insightedgroup

@insightedgroup

"Insight
Education
Group"

Rock Island-Milan School District 41

Action Plan for Priority Improvement Initiatives
Curriculum Management Audit
April 2025

Table of Contents

I. Internal System Coherence p. 4
- A. Alignment to 2020-2025 Strategic Plan p. 5
- B. Timeline of Events p.10

II. Curriculum Review
- A. Survey Data p. 12
- B. Classroom Walkthroughs p. 18
- C. Focus Group Data p. 19
- D. Artifact Analysis, Curriculum Map / Scope and Sequence Notes, Unit Plan Analysis, and Content-Specific Next Steps p. 20
  1. Mathematics p. 22
  2. English p. 41
  3. Science p. 55
  4. Social Studies p. 67
  5. Health & PE p. 79
  6. World Languages p. 86
  7. Visual Arts p. 93

III. Action Plan for Priority Improvement Initiatives p. 96
- A. Gap Analysis p. 97
- B. Recommended Next Steps p. 98

IV. Appendix p. 105

PART I

INTERNAL SYSTEM COHERENCE

Internal System Coherence

In September 2024, the Rock Island-Milan School District 41 team (RIMSD) began partnering with Insight Education Group (Insight) on the Curriculum Management Audit project. One of the primary objectives of the audit is to gain deeper understanding around the current state of curriculum–materials, systems, and practices–in the district. This deeper understanding, combined with the perspectives of various stakeholder groups relative to this current state, yields many bright spots and a few recommendations for areas that may use improvement.

These recommendations support the district's 2020-2025 Strategic Plan, a. The Audit suggests next steps that support key aspects of this Strategic Plan.

The Audit proceeded in three stages - Curriculum Review, Gap Analysis, and Action Plan for Priority Improvement Initiatives.

The goal of the Curriculum Review stage was to understand what curriculum materials were available and being used for instruction across the district in seven distinct content areas–math, English, science, social studies, physical education and health, world languages, and visual arts. The Insight team collected district-level quantitative and qualitative data. The data consisted of a survey, classroom walkthroughs, and reviews of curriculum artifacts using indicators from leading curriculum analysis tools. A synthesis of the data can be found in the pages that follow.

During the Gap Analysis stage, the Insight team sought to understand what barriers existed, if any, between present conditions and ideal outcomes. During this stage, Insight conducted focus group interviews with several different stakeholder groups, including groups of teachers and content supervisors.

Finally, the data and evidence gathered are used to generate this report, the Action Plan for Priority Improvement Initiatives. This report is organized according to the data collection opportunities, followed by identification of bright spots (or practices already present), areas of opportunity, then suggested next steps for the district.

We hope the findings and recommendations in this report can serve as a springboard to a robust planning phase. We are so grateful for the opportunity to partner with you and look forward to supporting you on this journey in service of the students of Rock Island-Milan School District 41.



ALIGNMENT TO 2020-2025 STRATEGIC PLAN

PRIORITY 1 **Engage all stakeholders through building respectful relationships**

STRATEGIC PLAN GOAL	STRATEGIC PLAN ACTION STEPS / METRICS	ALIGNMENT TO CURRICULUM MANAGEMENT AUDIT
Consistent and ongoing communication	Action Steps: • Engage teacher voice • Ensure transparency Metrics: • Provide opportunities for two-way communication among stakeholders	• Curriculum Management Audit survey distributed to all teachers. Data influenced district and content-area recommendations. • Teacher focus groups distributed across seven content areas, (math and ELA had two each–secondary and elementary). Findings influenced district and content-area recommendations. • Central Office administrators and school-level leaders also participated in focus groups. Findings influenced district and content-area recommendations.
Positive climate of mutual trust and respect	Action Step: • Engage community stakeholders in appropriate decision-making opportunities • Report out in accessible way to all stakeholders	• Feedback and conversation with stakeholders across RIMSD 41 directly influence district and content-area recommendations, which will guide district decisions around curriculum. • Action Plan for Priority Improvement Initiatives will be accessible to all stakeholders.



ALIGNMENT TO INSTRUCTIONAL FRAMEWORK

PRIORITY 2	Improve academic outcomes and close achievement gaps through ensuring equity and opportunities for all students

STRATEGIC PLAN GOAL	STRATEGIC PLAN METRICS / SUMMARY RATINGS	ALIGNMENT TO CURRICULUM MANAGEMENT AUDIT
Access to interventions, support, and enrichment	Metrics: • Course offerings and enrollment in grades 7–12 Summary Ratings: • Enrollment in Advanced Placement (AP), Project Lead The Way (PLTW), AVID, Dual Credit, Dual Enrollment, OR advanced/honors courses in grades 7–12 (Target: Increase historically underrepresented student enrollment by 2% annually)	• Content-area and district recommendations may create K-6 conditions (including, but not limited to, increased collaboration among teachers, more frequent interactions with Instructional Coaches, more opportunities for special education and ELL/Bilingual teachers to collaborate with their general ed counterparts, and overall tighter alignment of curriculum materials to grade-level standards) yielding better preparation and thus great enrollment of 7-12 students in the programs and courses in the Summary Ratings



ALIGNMENT TO INSTRUCTIONAL FRAMEWORK

PRIORITY 2	Improve academic outcomes and close achievement gaps through ensuring equity and opportunities for all students

STRATEGIC PLAN GOAL	STRATEGIC PLAN METRICS / SUMMARY RATINGS	ALIGNMENT TO CURRICULUM MANAGEMENT AUDIT
Equitable opportunities for academic growth to meet and exceed grade-level expectations	Metrics: • Grade 1 readiness, as measured by curriculum assessments (Writing, KIDS, and MAP) Summary Ratings: • Writing Prompt Target: 80% meet or exceed • KIDS Target: Meet or exceed state and national results annually (40% or higher at integrating middle or integrating later) • MAP Target: Meet or exceed state and national results annually (50% or higher meet or exceed growth targets in reading and math)	• Content-area and district recommendations such as stronger vertical alignment of CKLA and EL, as well as greater frequency and presence of instructional coaching, may create conditions that increase Grade 1 readiness on the indicated assessments



ALIGNMENT TO INSTRUCTIONAL FRAMEWORK

PRIORITY 2	Improve academic outcomes and close achievement gaps through ensuring equity and opportunities for all students

STRATEGIC PLAN GOAL	STRATEGIC PLAN METRICS / SUMMARY RATINGS	ALIGNMENT TO CURRICULUM MANAGEMENT AUDIT
Equitable opportunities for academic growth to meet and exceed grade-level expectations	Metrics: • Increase Grade 7 mathematics scores, as measured by MAP and IAR • Increase Grade 11 Reading and Math scores, as measured by SAT Summary Ratings: • (7th) RIT Growth (MAP Math only) Target: 60% meet or exceed growth target • (7th) IAR Math Target: Increase from the prior year's results to achieve closer to meeting or exceeding state results annually • (11th) SAT ELA and Math Target: Increase from the prior year's results to achieve closer to meeting or exceeding state results annually	• Content-area and district recommendations such clearer pacing of HS math courses and common curriculum-based assessments, as well as greater frequency and presence of instructional coaching, may create conditions that increase Grades 7 and 11 readiness on the indicated assessments

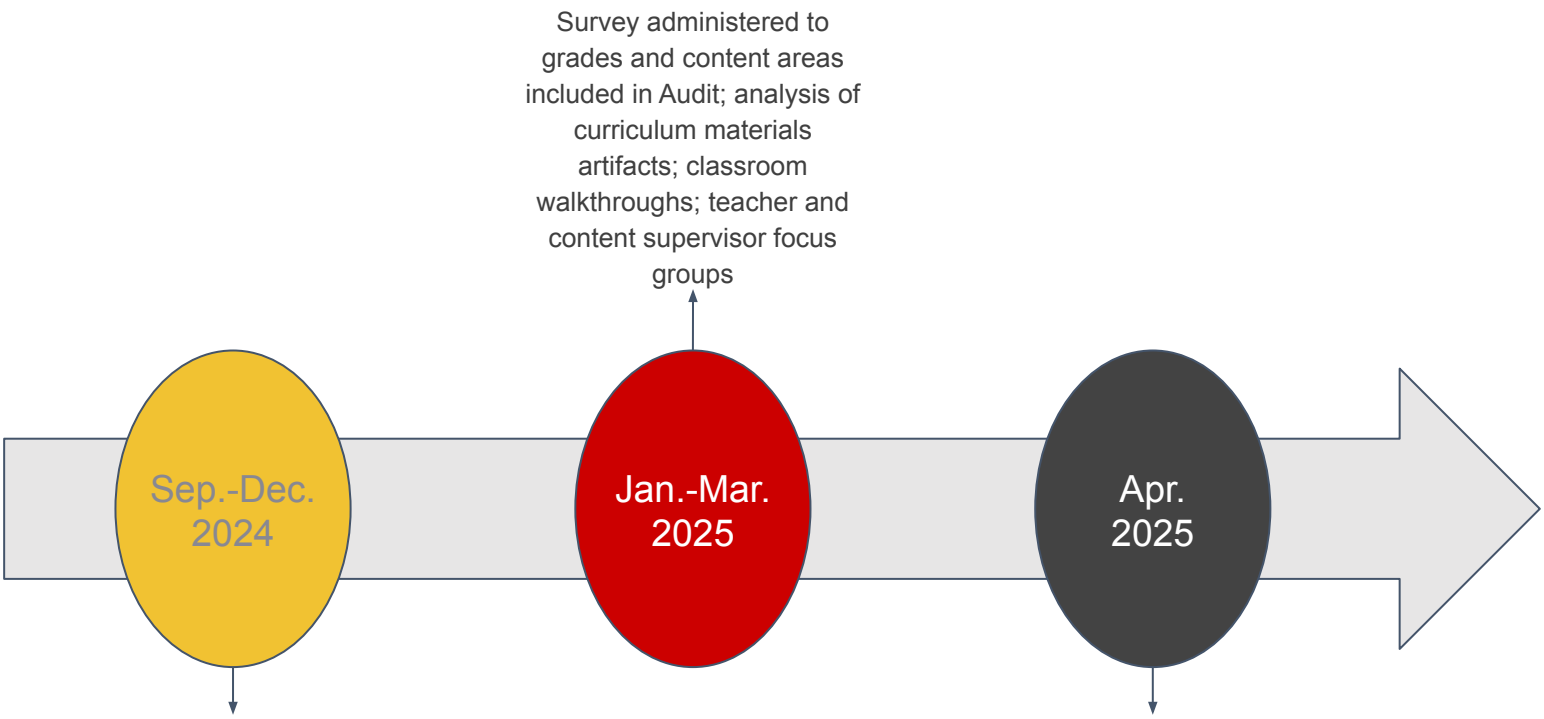


ALIGNMENT TO INSTRUCTIONAL FRAMEWORK

PRIORITY 2	Improve academic outcomes and close achievement gaps through ensuring equity and opportunities for all students

STRATEGIC PLAN GOAL	STRATEGIC PLAN METRICS / SUMMARY RATINGS	ALIGNMENT TO CURRICULUM MANAGEMENT AUDIT
Improve the graduation rate	Metrics: ● Students on track to graduate; graduation rate, CQ Student Performance Gaps, and CQ Instructional Practice Summary Ratings: ● On Track to Graduate: 85% or greater ● Graduation Rate: At or above State level ● CQ Student Performance Gaps: Average of 3 or higher ● CQ Instructional Practice: Average of 3 or higher	● Content-area and district recommendations may create conditions that increase graduation rates and CQ Student Performance Gaps and Instructional Practice to or above levels indicated in Summary Ratings

TIMELINE OF EVENTS



PART II
CURRICULUM REVIEW

SURVEY DATA

In partnership with Insight's audit team, RIMSD conducted a comprehensive survey evaluation of teaching and learning curriculum in September 2024. A diverse stakeholder group, comprising teachers across seven content areas (Health & PE, Fine Arts, World Language, Social Studies, Science, Math, and English Language Arts), participated voluntarily, with assured confidentiality throughout the data collection and reporting process.

All respondents first identified their content area and grade level. The subsequent survey questions explored curriculum access, resource availability, and usage:

1. Curriculum Access: Do you have access to a district-provided curriculum for the course you identified (Yes/No)?

2. Teacher Resources: I have the teacher resources I need to successfully teach this course (Strongly Disagree, Disagree, Neutral, Agree, Strongly Agree).

3. Student Resources: Students have the curricular resources they need to be successful in this course (Strongly Disagree, Disagree, Neutral, Agree, Strongly Agree).

4. Provided Resources: What resources and materials (textbooks, online resources...) does the district provide for your course? (Check all that apply):

    - Teacher edition
    - Student textbooks
    - Printed student workbooks/materials
    - Curriculum map or pacing guide
    - Unit guides
    - Online teacher resources
    - Online student resources
    - Documents detailing alignment of curriculum materials to Standards of Learning
    - Curriculum-based assessments
    - Materials needed for lessons (e.g., manipulatives)

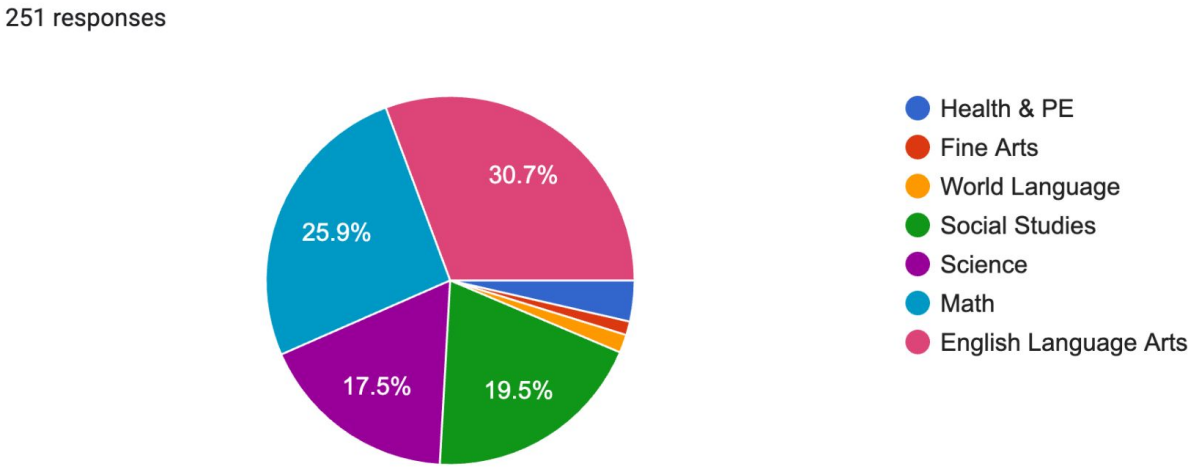
5. Curriculum Usage: If district-provided curriculum materials exist for your course, how often do you use them (most or all days, about half the time, rarely to sometimes, never, N/A).

6. Open Feedback: What else would you like to add to help us understand the availability or quality of curricular resources for the course you identified above?

This data will inform the audit process and contribute to a deeper understanding of curriculum resource needs and effectiveness within RIMSD.

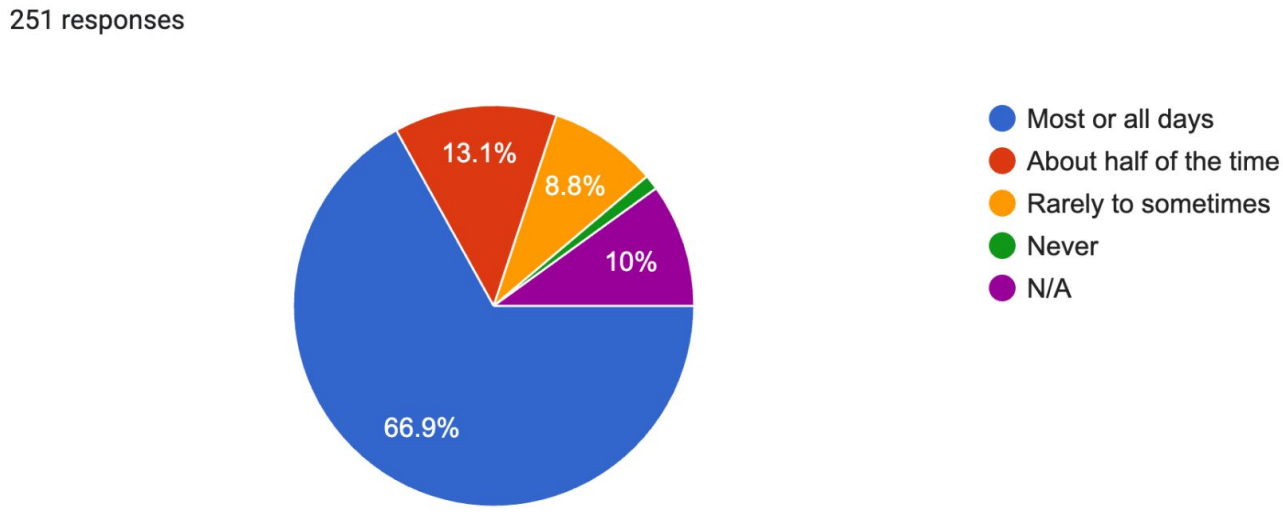
SURVEY DATA

The survey yielded two hundred fifty-one responses distributed among the following content areas:



RIMSD is particularly interested in usage of RIMSD materials across the surveyed courses and content areas.

The question "If district-provided curriculum materials exist for your course, how often do you use them (most or all days, about half the time, rarely to sometimes, never, N/A)" yielded the following data.



SURVEY DATA

A sampling of responses for Question #6, What else would you like to add to help us understand the availability or quality of curricular resources for the course you identified above?, from each category of curriculum usage reveals the aforementioned patterns.

Most or All Days	• The manipulatives/materials that are given from the curriculum are mediocre at best. I find myself having to create my own tasks and hands on supplemental activities. • The curriculum is successful due to the efforts of the teachers and not due to the quality of the prescribed curriculum. The resources created during PLCs over the past 8 years...allow students to think critically and discuss the topics and standards effectively. Without the teachers, this curriculum would fail. • Our kids are making huge gains with Eureka Math squared. The only issue I have that not all materials needed are provided. There are sometimes so many materials that it is hard to organize them as well.
About Half of the Time	• We have shorter class periods than what is designed for successful implementation of the curriculum. We also have students who are severely below grade level that even with accommodations the material is often inaccessible to students with little to no time for interventions due to short class periods. • Some of the texts included in our curriculum are way too high of a reading level for our students. The curriculum also does not address writing skills through direct instruction. • The AP College Board has said that the textbook we use should not be over somewhere between 5-10 years. The textbooks and materials we are using are from 2003.
Rarely to Sometimes	• The textbook is almost 20 years old and the teachers have to create their own lessons/student activities. An updated text with course materials (assessments, workbooks, instructional materials) would help to make this a more engaging course based on more recent consumer economic trends, including online banking and other online consumer economic resources. • Curriculum provided is at a level unattainable by my current students. I use Engage New York for the standards and topics to cover. However, I create lessons and units more appropriate to students' ability level • We do not have access to any of the physical Mystery Science kits even though we are supposed to utilize those lessons once per week. Some teachers have even written grants to get the materials. If we are expected to teach this curriculum, we need access to the physical kits.
Never	• I wish we had a more formal Social Studies curriculum. Newsela doesn't cut it. • We don't have a Social Studies curriculum. Having Newsela as a resource to try to teach or engage students in learning social studies standards does not work at this grade level. With the exception of the Knowledge units taught for ELA not much is done with social studies and they don't necessarily relate to the grade level standards. • We have not had a social studies curriculum in years! The students do not know any basic geography. The only things taught are embedded in the ELA curriculum and 1st quarter had no science or social studies embedded. • All the resources to teach are included, however even with the additional resources, there are many students that are not reading. And we continue to push through, therefore pushing the problem onto the next grade level. By the time they get to 3rd grade, they still are unable to read well and are expected to read to learn. We need more intensive learning for these students and more training as teachers to address this issue. Also, time or more personal to address this or maybe another curriculum that does address it.

The following pages show data for the Curriculum Usage question specific to content areas.

SURVEY DATA

MATHEMATICS

Elementary (42 respondents)

Curriculum Usage	Count	Percent
Most or All Days	39	93%
About Half of the Time	3	7%
Rarely to Sometimes	0	0%
Never	0	0%
N/A	0	0%

Middle (11 respondents)

Curriculum Usage	Count	Percent
Most or All Days	8	73%
About Half of the Time	2	18%
Rarely to Sometimes	1	9%
Never	0	0%
N/A	0	0%

High (12 respondents)

Curriculum Usage	Count	Percent
Most or All Days	11	92%
About Half of the Time	0	0%
Rarely to Sometimes	0	0%
Never	0	0%
N/A	1	8%

ENGLISH

Elementary (46 respondents)

Curriculum Usage	Count	Percent
Most or All Days	38	83%
About Half of the Time	3	6.5%
Rarely to Sometimes	3	6.5%
Never	1	2%
N/A	1	2%

Middle (10 respondents)

Curriculum Usage	Count	Percent
Most or All Days	7	70%
About Half of the Time	1	10%
Rarely to Sometimes	2	20%
Never	0	0%
N/A	0	0%

High (21 respondents)

Curriculum Usage	Count	Percent
Most or All Days	13	62%
About Half of the Time	2	9.5%
Rarely to Sometimes	4	19%
Never	0	0%
N/A	2	9.5%

SURVEY DATA

SCIENCE

Elementary (26 respondents)

Curriculum Usage	Count	Percent
Most or All Days	15	58%
About Half of the Time	6	23%
Rarely to Sometimes	4	15%
Never	0	0%
N/A	1	4%

Middle (11 respondents)

Curriculum Usage	Count	Percent
Most or All Days	10	91%
About Half of the Time	1	9%
Rarely to Sometimes	0	0%
Never	0	0%
N/A	0	0%

High (7 respondents)

Curriculum Usage	Count	Percent
Most or All Days	1	14%
About Half of the Time	3	43%
Rarely to Sometimes	1	14%
Never	0	0%
N/A	2	29%

SOCIAL STUDIES

Elementary (26 respondents)

Curriculum Usage	Count	Percent
Most or All Days	6	23%
About Half of the Time	5	19%
Rarely to Sometimes	1	4%
Never	2	8%
N/A	12	46%

Middle (9 respondents)

Curriculum Usage	Count	Percent
Most or All Days	1	11.5%
About Half of the Time	3	33%
Rarely to Sometimes	2	22.5%
Never	0	0%
N/A	3	33%

High (14 respondents)

Curriculum Usage	Count	Percent
Most or All Days	7	50%
About Half of the Time	3	21.5%
Rarely to Sometimes	3	21.5%
Never	0	0%
N/A	1	7%

SURVEY DATA

HEALTH & PE

9 respondents

Curriculum Usage	Count	Percent
Most or All Days	8	89%
About Half of the Time	0	0%
Rarely to Sometimes	0	0%
Never	0	0%
N/A	1	11%

WORLD LANGUAGES

4 respondents

Curriculum Usage	Count	Percent
Most or All Days	3	75%
About Half of the Time	0	0%
Rarely to Sometimes	1	25%
Never	0	0%
N/A	0	0%

FINE ARTS

3 respondents

Curriculum Usage	Count	Percent
Most or All Days	1	33.3%
About Half of the Time	1	33.3%
Rarely to Sometimes	0	0%
Never	0	0%
N/A	1	33.3%

SITE VISIT/OBSERVATION DATA

Insight's objective for the visits was to see the a school day in action. More specifically, during each ten- to twenty-minute visit, the Insight team used the RIMSD Walkthrough Tool to note course/content, number of students, place in the lesson cycle, and type of instructional setting (GenEd, EL, or SpEd).

The Insight team sought information on curriculum, namely lesson objective(s), the Illinois Learning Standard(s) (or other course standards) addressed, and curriculum materials used. Additionally, the team noted any formative assessments and formative assessment techniques used.

Insight also spoke with teachers and answered any questions (time and opportunity permitting), and connected with school leaders.

Insight walked through a total of 44 classrooms. The information gathered provided background and context to the curriculum artifacts (described in the next section of this report) later collected and examined. Initial data from walkthroughs revealed:

General Education Setting	38
Special Education Setting	3
English Language Learner Setting	3
English, Math, Social Studies, Science	34
World Language, Health/PE, Fine Arts	9
Other (students in unstructured social time)	1
Using District-Purchased Curriculum	19
Learning goals, standards, and/or learning targets are apparent throughout the lesson	27

Insight thanks RIMSD's team of school and district leaders, and of course, the teachers of Denkmann Elementary, Earl Hanson Elementary, Eugene Field Elementary, Frances Willard Elementary, Longfellow Liberal Arts, Ridgewood Elementary, Rock Island Academy, Rock Island Center for Math and Science, Thomas Jefferson Elementary, Washington Junior High, Edison Junior High, and Rock Island High School for their coordination before, and hospitality during, the visits.

FOCUS GROUP DATA

Rock Island-Milan School District 41 recruited stakeholders from multiple groups to engage in focus group sessions with Insight audit team members. During the recruitment process, RIMSD invited potential group members from the multiple different stakeholder groups.

Focus groups were facilitated by Insight team members held in person and virtually via Zoom tele-conferencing platform with attendees. Focus groups were approximately 30 to 60 minutes in length.

During the focus groups, participants were provided the opportunity to share their experience with the district curriculum and instruction.

For ethical and integrity reasons, participants were assured their identifying information and views expressed during the focus group would remain confidential. As such, audit team members would anonymize all details during the reporting process.

Stakeholder Group	# of Participants
Elementary Principals	5
Secondary Principals	1
Elementary Math Teachers	2
Elementary English Teachers	1
Elementary Social Studies Teachers	4
Elementary Science Teachers	1
Secondary Math Teachers	2
Secondary English Teachers	1
Secondary Social Studies Teachers	2
Secondary Science Teachers	3
Health & PE Teachers	1
Visual Arts Teachers	1
ELL Teachers	3
World Languages Teachers	3

Note: 5 individuals per stakeholder group were invited to participate in the focus groups. The table only accounts for those participants in the live focus group session. However, any stakeholders who were unable to attend the live session were provided the opportunity to answer the questions prompted in the session independently via email.

CURRICULUM DATA

The Audit's Curriculum Review stage focused on a comprehensive collection of courses within content areas chosen by RIMSD. Data from documents for review, focus groups, and surveys were selected from the courses below:

Math	English	Science	Social Studies	Health & PE	World Languages & Culture	Fine Arts
First Grade Math	Kindergarten English	Fifth Grade Science	Second Grade Social Studies	Junior High PE	German I	Junior High Music
Fourth Grade Math	Third Grade English	Eighth Grade Science	Sixth Grade Social Studies	HS Health	German II	High School Art Forms
Seventh Grade Math	Eighth Grade English	Biology I	High School APUSH		Spanish I	
Algebra I	Ninth Grade English	Chemistry	High School World Studies		Spanish II	
Algebra II	Honors Tenth Grade English					
Geometry	Eleventh Grade English					

These courses are a beginning representation of RIMSD's diverse offerings and diverse student body; limiting data to that obtained from these courses allows the Audit to go deeper with fewer representative courses and thus serves the intended goals of this Audit. Insight conducted focus groups and administered surveys to teachers and content supervisors. The focus groups and surveys ascertained baseline curriculum and content practices across these courses. Finally, Insight gathered curriculum documents, assessments, and instructional materials related to the courses above.

ARTIFACT ANALYSIS

The Curriculum Management Audit focused on a limited number of courses in the seven content areas below. RIMSD and Insight solicited, then uploaded, artifacts for each content area.

Artifacts included course and unit overviews, end-of course assessments, unit assessments, and shorter formative assessments. Artifacts were assessed on their alignment to the Illinois Learning Standards and content-specific criteria derived from assessment and task evaluation tools used by field-leading organizations or the Illinois State Board of Education.

A total of 229 artifacts were collected across the district. The number and variety of artifacts, by content area, is shown below:

	Math	English	Science	Social Studies	Health & PE	World Languages & Culture	Visual Performing Arts
Course or Unit Overviews	12	12	8	8	3	4	1
End-of-Unit Assessment, Projects, or Tasks	13	4	4	8	2	4	1
Shorter Formative Assessments	42	37	32	18	7	9	0
Total	67	53	44	34	12	17	2

MATHEMATICS

The following are notes regarding Scopes and Sequences, and/or Curriculum Maps, for the analyzed courses.

First Grade Math	Curriculum map provided by district shows Eureka Squared topic focus for each module. In addition, teachers have access to pacing and assessment calendar (highlighting which assessments are required in Skyward). If followed, Curriculum map and pacing will provide deep exploration of all first grade standards through a high-quality set of instructional materials. Pacing suggestions in the district-created pacing provide quarter-by-quarter alignment of curriculum materials to instructional time, including "teacher choice" days for overflow and district-wide events like parent-teacher conferences. Comprehensive and easy-to-follow.
Fourth Grade Math	Curriculum maps submitted by teachers and provided by district show Eureka Squared topic focus for each module. In addition, teachers have access to pacing and assessment calendar (highlighting which assessments are required in Skyward). If followed, Curriculum map and pacing will provide deep exploration of all fourth grade standards through a high-quality set of instructional materials. Pacing suggestions in the district-created pacing provide quarter-by-quarter alignment of curriculum materials to instructional time, including "teacher choice" days for overflow and district-wide events like parent-teacher conferences. Comprehensive and easy-to-follow.
Seventh Grade	Scope and sequence maps submitted by teachers and provided by district show Illustrative Math units divided into lessons, paced into 24-25 calendars (including assessments, breaks, district events, etc.) If followed, curriculum maps and will provide deep exploration of all seventh grade standards through a high-quality set of instructional materials. Modified sequence includes links to modified notes, quizzes, and Illustrative Math materials. Separate document showing assessments and the standards they assess include target dates (also reflected in calendars provided by district). Comprehensive and easy-to-follow.
Algebra I	Scope and sequence submitted by teachers features 146 to 157 day pacing guide by Savvas/Envision that, if followed, will provide deep exploration of all Algebra I standards through a high-quality set of materials within the RIMSD school year. This pacing guide also includes time for each topic's Envision STEM projects and Mathematical Model in 3 Acts, which are included in some topics. Savvas/Envision pacing guide shows topic, lesson, and how many days recommended per lesson. However, syllabus provided by RIMSD features 10 of 11 topics addressed (eliminating the 11th topic, Statistics), and eliminating numerous lessons within certain chapters. For example, Topic 5 on Piecewise Functions only contains the first lesson, eliminating the second, third, and fourth lessons as well as the STEM Project. It is recommended that Algebra I and Algebra II teachers ensure that the Statistics standards in Envision/Savvas are covered in Algebra II, or that the RIMSD syllabus reflect the pacing in Envision/Savvas. RIMSD 24-25 calendars provided for earlier grades and other courses containing important dates, assessments, and other district would be useful for Algebra I.
Geometry	Geometry syllabus provided by RIMSD shows that all 12 topics in the Savvas/Envision materials are covered by the RIMSD course. Scope and sequence submitted by teachers features pacing guide by Savvas/Envision that, if followed, will provide deep exploration of ILS 9-12 Geometry (G) cluster standards through a high-quality set of materials within the RIMSD school year. However, RIMSD syllabus does not indicate which lessons, if any, are eliminated. It is recommended that RIHS Geometry teachers create a pacing guide that shows intended length of time for all lessons, assessments, and STEM projects in Savvas/Envision, for all 12 topics in the syllabus. RIMSD 24-25 calendars provided for earlier grades and other courses containing important dates, assessments, and other district would be useful for Geometry.

MATHEMATICS

The following are notes regarding Scopes and Sequences, and/or Curriculum Maps, for the analyzed courses.

Algebra II	Algebra II pacing and scope and sequence documents provided by district and submitted by teachers show separate pacing guides for regular and honors sections of Algebra II. Savvas/Envision Algebra II shows 12 topics, of which two (Trig Identities, chapter 8; Matrices, chapter 10) appear to be optional. Algebra II pacing calendar shows Topic 3 ending on the last day of December 2024; Savvas/Envision pacing shows the last day of Topic 4 on Day 60. This indicates that RIMSD pacing is slower than Savvas/Envision. Both RIMSD-provided course guides (regular and honors) show Trig Identities being covered with regular Algebra II stopping at Chapter 9 (Conic Sections). Chapters 10 and 11 in Savvas/Envision Algebra II cover Statistics and Probability; the RIMSD course on AP Statistics would reasonably cover these standards. Additionally, the RIMSD Precalc course covers topics like Polynomials, Functions, and Trig Identities featured in the Savvas/Envision Algebra II book. It is recommended that Algebra II, Precalc, and AP Statistics teachers and the RIHS Math Department ensure the scopes and sequences of these three courses address all standards in the domains of Number and Quantity (N), Algebra (A), Functions (F), and Statistics and Probability (S), as well as the Geometry (G) standards encompassing Trigonometry.

MATHEMATICS

Sample unit plans, when available, were analyzed according to criteria derived from the analysis tools noted.

	Rubric for Lessons & Units: Math (from EQuIP Rubric)	
	I: Alignment to the Depth of the ILS. Does the unit target a set of grade-level Illinois Learning Standards? Are the Standards for Math Practice (SMPs) central to the lessons identified, handled in a grade-level appropriate away, and connected to the content being addressed? Is there a balance of rigor (procedures and conceptual understanding) appropriate for the standards being taught?	II: Key Math Shifts: Is the unit focused on the parts of it that constitute major work of the grade standards? Does content build on previous understandings, and are there opportunities for students to connect knowledge and skills vertically and horizontally? Is there opportunity for the appropriate balance of application, conceptual understanding, and procedural skill and fluency relative to the standards being taught?
First Grade Math	Yes. Module overviews submitted by teachers and district from Eureka Squared show clear alignment to ILS and connections to SMPs. Eureka Squared module overviews describe how concepts and procedural practice/understanding build on one another to create comprehensive understanding.	Module overviews submitted show major work of the grade standards and how they connect to previous and future learning. As described, overviews feature summary of teaching strategies that show standards-appropriate balance of three aspects of rigor.
Fourth Grade Math	Yes. Module overviews submitted by teachers and district from Eureka Squared show clear alignment to ILS and connections to SMPs. Eureka Squared module overviews describe how concepts and procedural practice/understanding build on one another to create comprehensive understanding.	Module overviews submitted show major work of the grade standards and how they connect to previous and future learning. As described, overviews feature summary of teaching strategies that show standards-appropriate balance of three aspects of rigor.
Seventh Grade	Yes. Teacher-submitted unit plans match the district-provided calendars, in which all 8 units of 7th grade IM are addressed. IM recommends 150 days and the calendar shows 151 days. The calendar includes assessment days, breaks, and specifies which lessons are covered (and skipped). Skipped lessons appear to be extensions of previous lessons or optional (e.g., skipped Unit 8 Lesson 5 is an extension of Unit 8 Lesson 4, which indicates intentionality when creating this calendar/RIMSD pacing guide). Each unit and lesson contain information on which SMPs are central to the learning. If this pacing guide is followed (as it includes lessons that are project-based and offer opportunities for exploration), the balance of rigor will be achieved. Additionally, a 7th grade pacing guide modified for exceptional learners exists: it contains links to modified or accommodated assessments, notes, and modified or accommodated materials from Illustrative Math.	Unit overviews provided by IM describe vertical and horizontal coherence (previous and future units, as well as within the unit). The units provide depth and practice on the most essential, major-work standards in the grade. If the unit lessons are taught as described in IM without skipping activities or diluting assessments, and the pacing guide mentioned in Part I is followed, there will be a balance of the three types of rigor: procedural fluency, conceptual understanding, and application.

MATHEMATICS

Sample unit plans, when available, were analyzed according to criteria derived from the analysis tools noted.

	Rubric for Lessons & Units: Math (from EQuIP Rubric)	
	I: Alignment to the Depth of the ILS. Does the unit target a set of grade-level Illinois Learning Standards? Are the Standards for Math Practice (SMPs) central to the lessons identified, handled in a grade-level appropriate away, and connected to the content being addressed? Is there a balance of rigor (procedures and conceptual understanding) appropriate for the standards being taught?	II: Key Math Shifts: Is the unit focused on the parts of it that constitute major work of the grade standards? Does content build on previous understandings, and are there opportunities for students to connect knowledge and skills vertically and horizontally? Is there opportunity for the appropriate balance of application, conceptual understanding, and procedural skill and fluency relative to the standards being taught?
Algebra I	Savvas/Envision provides comprehensive unit plans that target a set of ILS. Each unit also describes which SMPs are central to the lessons identified and the concepts therein. The three aspects of rigor are explicitly stated in each unit plan from Savvas/Envision. This said, RIMSD- and teacher-provided documents consist of pdf copies of the Savvas/Envision teacher's editions (which contain pacing guides and unit plans) and a course syllabus, which includes all units in Savvas/Envision with certain lessons removed (see note on Algebra I scope and sequence above). The unit and lesson guides from Envision/Savvas must be internalized by teachers, independently or collaboratively, in order for the grade-level ILS, SMPs, and all aspects of rigor to be expressed and taught according to the intended level of challenge and depth.	The Savvas/Envision unit plans focus on key parts of the cluster/standards that are major work of the grade. These key parts of the cluster/standards cohere from previous units and grades, as well as future lessons. Savvas/Envision has, in each unit plan, a "looking back" and "looking ahead" feature that describes this coherence. As mentioned in Part I, how the three aspects of rigor are taught in this unit is explicitly stated in each unit plan from Savvas/Envision.
Geometry	Savvas/Envision provides comprehensive unit plans that target a set of ILS. Each unit also describes which SMPs are central to the lessons identified and the concepts therein. The three aspects of rigor are explicitly stated in each unit plan from Savvas/Envision. This said, RIMSD- and teacher-provided documents consist of pdf copies of the Savvas/Envision teacher's editions (which contain pacing guides and unit plans), pdf copies of end-of-lesson quizzes or practice/HW (which are a mix of teacher-created, Kuta software, Savvas/Envision, and various internet sources), and a course syllabus, which includes all units in Savvas/Envision but no indication of lessons to be taught or skipped (see note on Geometry scope and sequence above). The unit and lesson guides from Envision/Savvas must be internalized by teachers, independently or collaboratively, in order for the grade-level ILS, SMPs, and all aspects of rigor to be expressed and taught according to the intended level of challenge and depth.	The Savvas/Envision unit plans focus on key parts of the cluster/standards that are major work of the grade. These key parts of the cluster/standards cohere from previous units and grades, as well as future lessons. Savvas/Envision has, in each unit plan, a "looking back" and "looking ahead" feature that describes this coherence. As mentioned in Part I, how the three aspects of rigor are taught in this unit is explicitly stated in each unit plan from Savvas/Envision.

MATHEMATICS

Sample unit plans, when available, were analyzed according to criteria derived from the analysis tools noted.

	Rubric for Lessons & Units: Math (from EQuIP Rubric)	
	I: Alignment to the Depth of the ILS. Does the unit target a set of grade-level Illinois Learning Standards? Are the Standards for Math Practice (SMPs) central to the lessons identified, handled in a grade-level appropriate away, and connected to the content being addressed? Is there a balance of rigor (procedures and conceptual understanding) appropriate for the standards being taught?	II: Key Math Shifts: Is the unit focused on the parts of it that constitute major work of the grade standards? Does content build on previous understandings, and are there opportunities for students to connect knowledge and skills vertically and horizontally? Is there opportunity for the appropriate balance of application, conceptual understanding, and procedural skill and fluency relative to the standards being taught?
Algebra II	Savvas/Envision provides comprehensive unit plans that target a set of ILS. Each unit also describes which SMPs are central to the lessons identified and the concepts therein. The three aspects of rigor are explicitly stated in each unit plan from Savvas/Envision. This said, RIMSD-and teacher-provided documents consist of pdf copies of the Savvas/Envision teacher's editions (which contain pacing guides and unit plans), pdf copies of end-of-lesson quizzes or practice/HW (which are a mix of teacher-created, Savvas/Envision, and various internet sources), and course syllabi, which include most units in Savvas/Envision with specific concepts and lessons (see note on Algebra II scope and sequence above). A calendar and course planning weekly template was provided by one teacher of the course which showed activities, standards, and lessons to teach by the day; it is recommended that this kind of calendar be created and made available and consistent across all teachers of this course (for both regular and honors sections). The unit and lesson guides from Envision/Savvas must be internalized by teachers, independently or collaboratively, in order for the grade-level ILS, SMPs, and all aspects of rigor to be expressed and taught according to the intended level of challenge and depth.	The Savvas/Envision unit plans focus on key parts of the cluster/standards that are major work of the grade. These key parts of the cluster/standards cohere from previous units and grades, as well as future lessons. Savvas/Envision has, in each unit plan, a "looking back" and "looking ahead" feature that describes this coherence. As mentioned in Part I, how the three aspects of rigor are taught in this unit is explicitly stated in each unit plan from Savvas/Envision.

	Rubric for Lessons & Units: Math (from EQuIP Rubric)	
	III: Instructional Supports: Is the unit plan easy to understand and use? Does the unit use and encourage precise use of mathematics, terminology, and academic language? Does it provide all students (with scaffolding if necessary) with multiple opportunities to engage with problems and tasks that stimulate mathematical thinking? Does it integrate appropriate supports for students who are EL, have disabilities, or operate well below grade level?	IV: Assessment: Does the unit regularly assess whether students are mastering standards-based content and skills using varied modes of curriculum-embedded pre-, formative, summative, and self-assessments? Do the assessments elicit direct, observable evidence of the degree to which students can independently demonstrate the major targeted grade-level standards?
First Grade Math	Module overviews submitted, along with district-provided pracing, are easy to understand and use. Eureka Squared Module Overviews feature teaching and learning strategies that make use of specific math vocabulary, terminology, sequence, and multiple visual representations. Topic and module overviews (and lessons) include opportunities to reach learners with disabilities, have English as a second language, or need supports to access grade-level content. It is recommended that teachers fully internalize, independently or collaboratively, all aspects of E-Squared unit plans before teaching the unit.	RIMSD 1st grade teachers receive an assessment calendar that features curriculum-based assessments in Eureka Squared. The daily exit tickets and scoring guides, if employed as intended, point to frequent, short assessment opportunities of major work of the grade. Submitted assessments allow students to demonstrate (if assessments are administered as intended) the degree to which they understand the standards.
Fourth Grade Math	Module overviews submitted, along with district-provided pracing, are easy to understand and use. Eureka Squared Module Overviews feature teaching and learning strategies that make use of specific math vocabulary, terminology, sequence, and multiple visual representations. Topic and module overviews (and lessons) include opportunities to reach learners with disabilities, have English as a second language, or need supports to access grade-level content. It is recommended that teachers fully internalize, independently or collaboratively, all aspects of E-Squared unit plans before teaching the unit.	RIMSD 4th grade teachers receive an assessment calendar that features curriculum-based assessments in Eureka Squared. The daily exit tickets and scoring guides, if employed as intended, point to frequent, short assessment opportunities of major work of the grade. Submitted assessments allow students to demonstrate (if assessments are administered as intended) the degree to which they understand the standards.
Seventh Grade	IM unit plans, as is, highlight key math terminology and vocabulary, and encourage teaching practices that highlight precise methods and mathematics. IM unit plans include section on Disciplinary Language that also highlight key math vocabulary, which would be helpful for students who are English Language Learners (ELL). IM suite of materials provide modified plans and "adaptation plans" that suggest additions and deletions of lessons. Lesson additions are typically from one grade level below. To determine how best to scaffold for students who operate well below grade level, teachers will need time to work with the district pacing guide either independently or in a collaborative planning setting, to preempt gaps by inserting lessons from previous grades within the same cluster of standards as the grade-level lesson itself. For example, Unit 2 on Proportional Relationships suggests reviewing 6th grade IM units on Unit Rates and Percentages, as well as Expressions and Equations. For students well below grade level, teachers could collaboratively plan for reviewing 3rd, 4th, or 5th grade units on fractions, part-to-whole, and ratio relationships. It is recommended that teachers fully internalize, independently or collaboratively, all aspects of IM unit plans before teaching the unit.	Yes. RIMSD 7th grade teachers receive an assessment calendar that features curriculum-based assessments in IM. Each lesson contains practice problems and formative assessments. Additionally, the unit plans contain suggestions for pre-testing, reviewing, and pivots to other review lessons dependent on student scores on the previous formative assessments. The assessments, when used as is and administered independently, elicit direct, observable evidence of the degree to which students can independently demonstrate the major targeted grade-level standards.

	Rubric for Lessons & Units: Math (from EQuIP Rubric)	
	III: Instructional Supports: Is the unit plan easy to understand and use? Does the unit use and encourage precise use of mathematics, terminology, and academic language? Does it provide all students (with scaffolding if necessary) with multiple opportunities to engage with problems and tasks that stimulate mathematical thinking? Does it integrate appropriate supports for students who are EL, have disabilities, or operate well below grade level?	IV: Assessment: Does the unit regularly assess whether students are mastering standards-based content and skills using varied modes of curriculum-embedded pre-, formative, summative, and self-assessments? Do the assessments elicit direct, observable evidence of the degree to which students can independently demonstrate the major targeted grade-level standards?
Algebra I	Savvas/Envision units provide key math vocab and terms, and academic language key to student grasp of concepts. Each lesson in the Teacher's Edition contains sections for students struggling with the concept, advanced learners, and English Language Learners. The Teacher's Edition provides the teacher with ample opportunities to engage all students in tasks that stimulate mathematical thinking. That said, it is recommended that teachers fully internalize, independently or collaboratively, all aspects of Savvas/Envision unit plans before teaching the unit. Regular collaborative planning and independent study of the unit plans and lesson sequences provided by Envision/Savvas may strengthen teacher practice in determining which standards and concepts from previous grades need to be reviewed in order to remain on pace with grade-level material.	The unit plans in Savvas/Envision show lesson materials that regularly assess standards-based content. Pre-, formative, and summative assessments are provided. The assessments, if administered as intended, will provide direct, observable evidence (and data) of the degree to which students can independently demonstrate the targeted grade-level standards. Encouraging students to show work will deepen teacher understanding of student understanding. Though many of the Savvas/Envision items are multiple choice, the distractors are informative, and the quizzes and tests feature comprehensive coverage of the unit. It is recommended that teachers use the Savvas/Envision assessments and backwards plan from them. As some lessons are omitted in the RIMSD Algebra I course syllabus, it is recommended that Instructional Coaches and teachers collaboratively plan to ensure quizzes and tests reflect the pacing of lessons indicated on a (still-to-be-made) pacing calendar.
Geometry	Savvas/Envision units provide key math vocab and terms, and academic language key to student grasp of concepts. Each lesson in the Teacher's Edition contains sections for students struggling with the concept, advanced learners, and English Language Learners. The Teacher's Edition provides the teacher with ample opportunities to engage all students in tasks that stimulate mathematical thinking. That said, it is recommended that teachers fully internalize, independently or collaboratively, all aspects of Savvas/Envision unit plans before teaching the unit. Regular collaborative planning and independent study of the unit plans and lesson sequences provided by Envision/Savvas may strengthen teacher practice in determining which standards and concepts from previous grades need to be reviewed in order to remain on pace with grade-level material.	The unit plans in Savvas/Envision show lesson materials that regularly assess standards-based content. Pre-, formative, and summative assessments are provided. The assessments, if administered as intended, will provide direct, observable evidence (and data) of the degree to which students can independently demonstrate the targeted grade-level standards. Encouraging students to show work will deepen teacher understanding of student understanding. Though many of the Savvas/Envision items are multiple choice, the distractors are informative, and the quizzes and tests feature comprehensive coverage of the unit. It is recommended that teachers use the Savvas/Envision assessments and backwards plan from them. It is recommended that Instructional Coaches and teachers collaboratively plan to ensure quizzes and tests reflect the pacing of lessons indicated on a (still-to-be-made) pacing calendar.

	Rubric for Lessons & Units: Math (from EQuIP Rubric)	
	III: Instructional Supports: Is the unit plan easy to understand and use? Does the unit use and encourage precise use of mathematics, terminology, and academic language? Does it provide all students (with scaffolding if necessary) with multiple opportunities to engage with problems and tasks that stimulate mathematical thinking? Does it integrate appropriate supports for students who are EL, have disabilities, or operate well below grade level?	IV: Assessment: Does the unit regularly assess whether students are mastering standards-based content and skills using varied modes of curriculum-embedded pre-, formative, summative, and self-assessments? Do the assessments elicit direct, observable evidence of the degree to which students can independently demonstrate the major targeted grade-level standards?
Algebra II	Savvas/Envision units provide key math vocab and terms, and academic language key to student grasp of concepts. Each lesson in the Teacher's Edition contains sections for students struggling with the concept, advanced learners, and English Language Learners. The Teacher's Edition provides the teacher with ample opportunities to engage all students in tasks that stimulate mathematical thinking. That said, it is recommended that teachers fully internalize, independently or collaboratively, all aspects of Savvas/Envision unit plans before teaching the unit. Regular collaborative planning and independent study of the unit plans and lesson sequences provided by Envision/Savvas may strengthen teacher practice in determining which standards and concepts from previous grades need to be reviewed in order to remain on pace with grade-level material.	The unit plans in Savvas/Envision show lesson materials that regularly assess standards-based content. Pre-, formative, and summative assessments are provided. The assessments, if administered as intended, will provide direct, observable evidence (and data) of the degree to which students can independently demonstrate the targeted grade-level standards. Encouraging students to show work will deepen teacher understanding of student understanding. Though many of the Savvas/Envision items are multiple choice, the distractors are informative, and the quizzes and tests feature comprehensive coverage of the unit. It is recommended that teachers use the Savvas/Envision assessments and backwards plan from them. It is recommended that Instructional Coaches and teachers collaboratively plan to ensure quizzes and tests reflect the pacing of lessons indicated on a department-wide pacing calendar.

MATHEMATICS

Insight used criteria derived from leading assessment evaluation tools and appropriate for the purposes of this Audit, to assess math assessments on a 3-point scale. Evaluation tools of origin are linked.

Five Math Assessment Criteria and 3-point scale

A. The set of items is clearly consistent with the most important content of the identified standard, and items should be designed to elicit direct, observable evidence of a student's ability to independently demonstrate competency (from EQuIP Rubric, achieve.org)

B. Item set is consistent with the standards' primary aspect of rigor (conceptual, procedural, and/or application) (from Criteria for Procuring and Evaluating HighQuality Assessments, CCSSO)

C. Assessments should contain a variety of item types (from Criteria for Procuring and Evaluating High-Quality Assessments, CCSSO)

D. Assessment should demonstrate authentic connections between the content standards and the eight Standards for Mathematical Practices (from Assessment Evaluation Tool, achievethecore.org)

E. Majority of items on the assessment come from major work of the grade (priority standards) (from Assessment Evaluation Tool, achievethecore.org)

3	a significant majority or all aspects of the criterion
2	some aspects of the criterion
1	none or nearly none of the aspects of the criterion

For shorter artifacts, Insight used the EQuIP Task Review Rubric for Mathematics. It assesses alignment to standards, attention to the instructional shifts in the standards, and implementation support. Insight rated these artifacts with the following descriptors:

E	Most criteria checked
E/I	Many criteria checked but could use minor improvements
R	Some criteria checked
N	Task not recommended for instruction

MATHEMATICS

Most math artifacts were rated on the five Math Assessment Criteria:

Criteria	Average score (between 1-3)
A. The set of items is clearly consistent with the most important content of the identified standard, and items should be designed to elicit direct, observable evidence of a student's ability to independently demonstrate competency.	2.57
B. Item set is consistent with the standards' primary aspect of rigor (conceptual, procedural, and/or application).	2.63
C. Assessments should contain a variety of item types.	2.79
D.Assessment should demonstrate authentic connections between the content standards and the eight Standards for Mathematical Practice.	2.88
E. Majority of items on the assessment come from major work of the grade (priority standards).	3.00

Shorter artifacts were rated on the EQuIP Task Review Rubric:

Descriptor	Number of Artifacts
E: Most criteria checked	3
E/I: Many criteria checked but could use minor improvements	4
R: Some criteria checked	0
N: Task not recommended for instruction	0

MATHEMATICS

The following tables name artifacts and their 1-3 ratings on Criteria A-F on the math assessment criteria, or E-N ratings on the adapted EQuIP task rubric.

	First Grade Math					
Criterion	End of Module 1 Assessment	End of Module 2 Assessment	End of Module 1 Assessment	Topic A Ticket M1	Topic B Ticket M1	Topic C Ticket M1
A	3	3	3	3	3	3
B	3	3	3	3	3	3
C	3	3	3	3	3	3
D	3	3	3	3	3	3
E	3	3	3	3	3	3

	First Grade Math					
Criterion	Topic A Ticket M2	Topic B Ticket M2	Topic C Ticket M2	M2/M3 Pre-Assessment	Vegetable Garden Perf. Task	Topic C Ticket M2
A	3	3	3	3	3	3
B	3	3	3	3	3	3
C	3	3	3	3	3	3
D	3	3	3	3	3	3
E	3	3	3	3	3	3

	Fourth Grade Math						
Criterion	End of M2 Assessment	End of M3 Assessment	End of M3 Assessment	M2/3 Pre Assessment	M2 Topic A Quiz	M2 Topic B Quiz	M2 Topic C Quiz
A	3	3	3	3	3	3	2
B	3	3	3	3	3	3	3
C	3	3	3	3	3	3	3
D	3	3	3	3	3	3	3
E	3	3	3	3	3	3	3

	Fourth Grade Math					
Criterion	M3 L1 ET	M3 L2 ET	M3 L3 ET	M3 Topic A Quiz	M3 L1 ET	M3 L1 Problem Set
A	E	E	E/I	3	3	3
B				3	3	3
C				3	3	3
D				3	3	3
E				3	3	3

	Seventh Grade Math					
Criterion	Redo Bellringer Quiz 7.G.4 U3 L8	Bellringer Quiz 7.G.4 U3 L10	Cool Down 7.G.4 U3 L3	7th Grade Geometry Unit 3 Assessment	7th Grade Unit 1 L1 Practice Problems	7th Grade Unit 1 L2 Practice Problems
A	1	2	E	2	3	3
B	1	2		3	3	3
C	2	1		3	3	3
D	3	2		3	3	3
E	3	3		3	3	3

	Seventh Grade Math			
Criterion	7th Grade Unit 1 L3 Practice Problems	7th Grade Unit 1 Quiz 1	7th Grade Unit 1 Quiz 2	7th Grade Unit 1 Quiz 3
A	3	3	2	1
B	3	3	3	3
C	3	3	3	3
D	3	3	3	3
E	3	3	3	3

	Algebra I			
Criterion	Ch. 3 Quiz versions A/B	Ch. 3 Around the Room	Worksheet 3.1 and 3.2	Ch. 3 Math Modeling 3 Act
A	3	2	3	3
B	2	2	2	3
C	2	3	3	3
D	3	3	3	3
E	3	3	3	3

	Algebra II					
Criterion	Solving Polynomials Test A	Polynomials Headband Activity	Polynomials Lockbox Activity	Polynomials Mystery Picture Activity	Honors Alg II Polynomials Test A	Quiz 3.1 and 3.2 Retake
A	2	E/I	E/I	E/I	2	2
B	2				2	2
C	3				3	3
D	3				3	3
E	3				3	3

	Algebra II	
Criterion	Quiz 1.1	Quiz 2.1 and 2.2
A	1	3
B	1	2
C	2	3
D	2	3
E	3	3

	Geometry					
Criterion	Chapter 2 Test	Trail Review 2.1 and 2.2	Quick Check 2.1 and 2.2	Lesson 2.3 quiz	Chapter 4 Test	4-1 and 4-2 quick check
A	3	2	2	3	1	2
B	3	2	2	3	2	2
C	3	3	2	3	2	2
D	3	3	2	3	2	2
E	3	3	3	3	3	3

	Geometry	
Criterion	4-2 quick check	4-3 and 4-4 quick check
A	2	2
B	2	2
C	2	2
D	2	2
E	3	3

MATHEMATICS

The following short descriptions provide additional information on the artifacts ratings.

First Grade Math	A.	Highest marks for all artifacts. All artifacts submitted are from Eureka Squared and show a clear alignment to most important aspects of standards as featured in the topics. If administered as intended, both scaffolded and strategy-agnostic items allow teachers clear line of sight to student understandings throughout problem-solving process.
	B.	Highest marks for all artifacts. Each Eureka Squared artifact shows appropriate balance between conceptual understanding, application, and procedural fluency. Modules 1 and 2 allow for these multiple representations of adding and taking away through the use of models and algorithmic representations.
	C.	Highest marks for all artifacts. All Eureka Squared artifacts contain a variety of item types appropriate to the length of the assessment and its standards.
	D.	Highest marks for all artifacts. All M1 and M2 Eureka Squared artifacts submitted ask students to apply SMPs like making sense of patterns, modeling mathematics, and using appropriate tools, to demonstrate understandings of addition and subtraction (and relationships between the two operations).
	E.	Highest marks for all artifacts. Vast majority (if not all) items align to major work of the grade standards for all Eureka Squared artifacts submitted. Assessments come with scoring guides showing clear alignment to standards for all items and subitems.
Fourth Grade Math	A.	All artifacts submitted are from Eureka Squared and show a clear alignment to most important aspects of standards as featured in the topics. If administered as intended, both scaffolded and strategy-agnostic items allow teachers clear line of sight to student understandings throughout problem-solving process. Most receive highest marks, with the exception of two artifacts: Module 2 Topic C Quiz does not feature an area model division problem, and Module 3 Lesson 3 Exit Ticket could explore the concept (perhaps through visual representation) of why multiples of 10 multiplied by other multiples of ten results in ___ hundreds.
	B.	Highest marks for all artifacts. Each Eureka Squared artifact shows appropriate balance between conceptual understanding, application, and procedural fluency.
	C.	Highest marks for all artifacts. All Eureka Squared artifacts contain a variety of item types appropriate to the length of the assessment and its standards.
	D.	Highest marks for all artifacts. All Eureka Squared artifacts submitted ask students to apply SMPs like attending to precision, modeling, and using appropriate tools (charts) strategically.
	E.	Highest marks for all artifacts. Vast majority (if not all) items align to major work of the grade standards for all Eureka Squared artifacts submitted. Assessments come with scoring guides showing clear alignment to standards for all items and subitems.
Seventh Grade Math	A.	When assessments exactly match (or contain items modified directly from) IM assessments, artifacts show clear alignment to most important aspects of standards assessed. Some submitted artifacts eliminate concepts present in the IM chapters. For example, in Lesson 8 Unit 3 quiz, students do not have to explain the relationship between circumference and area of a circle–which is the crux of Lesson 8 in Illustrative Math.
	B.	When IM assessments are modified, as indicated in some of the submitted artifacts, items become more procedural (vs. tapping into the conceptual understanding and application components of rigor). For example, in Lesson 10 Unit 3 quiz, two multiple-choice items concern procedural usage of the formula; none of the answer choices for first problem are close estimates of the answer. Taken together and as a progression, the items in the quiz are mostly procedural and there is an opportunity for students to explain why and how some contexts concern circumference and why some concern area–learning which is the crux of Lesson 10 in Illustrative Math.
	C.	Most artifacts feature item variety appropriate to the task. The exceptions were Unit 3 quizzes on Lesson 8 and 10 (feedback provided above in Criteria A and B).
	D.	Most artifacts submitted are directly taken from IM curriculum materials, and thus ask students to engage in the appropriate math practices to perform the problems.
	E.	All items fall within the major work of 7th grade as indicated in the Illinois Learning Standards.

Algebra I	A.	Submitted artifacts mostly address the most important aspects of the standards addressed. Where the items from submitted artifacts deviate from the SAVVAS/Envision curriculum materials are places where they could be strengthened. For example, Envision 3.1 includes questions on "why a function" that could strengthen conceptual understanding in the submitted 3.1 worksheet. Additionally, submitted Chapter 3 quiz could contain more multiple choice with good distractors, could ask "why" questions more often, or have students explain their answers or critique logic.
	B.	See Criterion A above. SAVVAS/Envision assessments contain text-heavy "why" questions that ask students to critique or evaluate reasons why a graph represents a function or not. These kinds of questions would make the conceptual understanding aspect of rigor more appropriately present in the submitted artifacts.
	C.	Most submitted artifacts contain appropriate item variety. Chapter 3 Quiz could use some multiple choice items with informative and appropriate distractors (similar to quizzes provided by IM).
	D.	Students use appropriate math practices for the submitted artifacts. For example, the Around the World Activity, students critique reasoning and construct a working definition of functions (major work of the grade) by forming opinions on what knowns and unknowns would be "helpful" (using everyday language to discuss function variables).
	E.	All items fall within the major work of Algebra I scope and sequence in Savvas/Envision, and on the corresponding 9-12 standards as indicated in the Illinois Learning Standards.
Algebra II	A.	All items from artifacts are consistent with the standards assessed, however, some concepts from SAVVAS lessons are not assessed on the teacher-created assessments. For example, both submitted Polynomials tests did not include using functions to model real-world problems, exploring theorems about roots of polynomials, and polynomial identities (difference of squares, square of a sum, etc.) which are lessons in the SAVVAS chapter. Submitted activities that could be performed in pairs or groups are engaging, but could include independent reflection or discussion questions to show independent demonstration of competency. The SAVVAS assessments are recommended to both administer to students and backwards plan from.
	B.	Submitted artifacts could use more application and conceptual aspects of rigor (see missing topics in Criterion A above). For example, Quiz 3.1 and 3.2 makeup contains procedural and application problems, but could include conceptual understanding questions on closed/open operations included in the SAVVAS quizzes.
	C.	Submitted artifacts contain stronger item variety than those provided by SAVVAS–teacher-created assessments ask students to show more work and there are fewer multiple-choice questions. However, SAVVAS quizzes are text-heavier, assess all concepts present in the unit (see Criterion A above) and there is less redundancy in concepts tested. For example, quizzes 2.1 and 2.2, and quiz 3.1 and 3.2 makeup, both feature multiple problems assessing the same concept, and could instead include items that better assess students' conceptual understanding (see Criterion B above).
	D.	Submitted artifacts ask students to employ the Math Practices appropriate to the standards assessed. Adding more items that assess conceptual understanding (exemplified by text-heavy items found in SAVVAS quizzes) would encourage students to do more critiquing and constructing of arguments, and explaining/describing phenomena or applications to real scenarios.
	E.	All items fall within the major work of Algebra II scope and sequence in Savvas/Envision, and on the corresponding 9-12 standards as indicated in the Illinois Learning Standards.
Geometry	A.	Submitted artifacts are mostly teacher-created. Items do assess how well a student can independently demonstrate competency. Items in these artifacts address some of the most important content of the standards assessed: SAVVAS end of lesson quizzes contain text-heavier, sometimes multiple-select, items asking students to differentiate among proof statements, which push the rigor beyond the procedural fluency and understanding (after theorem application) in the submitted quick checks. SAVVAS quizzes are more concise, more rigorous and grade-level appropriate, and should be used in order to fully address the standards assessed.
	B.	Items are mostly procedural, and there is potential to test students' conceptual understanding (the "why" and "how") behind the theorems and postulates. As stated above, AVVAS end of lesson quizzes contain text-heavier, sometimes multiple-select, items asking students to differentiate among proof statements, which push the rigor beyond the procedural fluency and understanding, even after choosing and applying the correct theorem.
	C.	Items are mostly "solve for x" procedural problems. Text-heavier SAVVAS items with informative distractors, more mathematical notation, and opportunities for multiple-choice, multiple-select, and multi-part questions should feature more.
	D.	Solving for the unknown does require students to attend to precision and use appropriate tools strategically, but greater item variety and text-heavier items with more mathematical notation could encourage students to explain "why" in order to construct viable arguments, and critique reasoning.
	E.	All items fall within the major work of Geometry scope and sequence in Savvas/Envision, and on the corresponding 9-12 standards as indicated in the Illinois Learning Standards.

MATHEMATICS

RECOMMENDATIONS:

Based on focus group conversations, survey data, and curriculum materials submissions, Insight recommends the following content-specific steps:

1. Provide ongoing, robust support of Eureka Squared and Illustrative Math –through Instructional Coaches and teacher champions of the curricula–for all K-8 teachers

Complement high usage of these two high-quality, standards-aligned instructional materials with frequent coaching, collaborative planning, and student work analysis with Instructional Coaches in 1:1 settings, PLCs, and department meetings, and grade-level meetings. Optimize the experience of curriculum supporters and champions (veterans and new teachers alike) who understand and regularly implement a curriculum planning and implementation process faithful to the high standard of the curricula.

> *"I think that sometimes, when you're trying to find something at a lower level within the standards that aligns with it, you've got to go through so much stuff, that's frustrating. It's very time consuming. It has been helpful that the instructional coaches are willing to help with that work."* —Middle School Focus Group Participant

2. Establish common assessment practices in 9-12 math classes

Create consistent unit and final assessments within high school courses. Develop shared assessment practices for administering those assessments and reviewing assessment data to address misconceptions. Dedicate specific PLC meetings or times within PLC meetings to review assessment data together, identify student learning gaps, and discuss instructional approaches. This encourages department unity and establishes a shared baseline for pacing and the use of district-provided materials (Envision/Savvas in Algebra I, Geometry, and Algebra II).

3. Strengthen Number Sense Support for Learners in Grades 7-12 in Math

Continue, or establish where absent, extra-time opportunities within the school day for additional math instruction for 7-12 students focused on the rigor of fast fluency and accuracy in number sense. Eureka Squared prioritizes and explores the conceptual understanding behind mathematical rules and processes, giving RIMSD students in grades K-6 a strong number sense foundation. RIMSD's 7-12 students consistently performing below-grade level and unable to access Illustrative Math or the materials in Envision/Savvas Algebra I, Geometry, and Algebra II–perhaps identified through MAP or other benchmarks–should have extra opportunities within the school day like Success Math to practice fluency and number sense through programs like ST Math.

RECOMMENDATIONS:

Based on focus group conversations, survey data, and curriculum materials submissions, Insight recommends the following content-specific steps:

4. Reserve time for district-wide K-6 grade-level PLCs for elementary teachers to share intervention practices and resources for diverse learners.

"*With CKLA for Skills we have so many different resources that are great for intervention and as teachers we do not have to create anything new. CKLA also creates intervention groups for me and it also provides me with lessons and then progress monitoring after a 10 day cycle. Eureka2 has none of that. For math interventions…you have to create your own lessons and make your own materials."*—Elementary School Focus Group Participant

As mentioned above, Eureka Squared prioritizes and explores conceptual understanding balanced with procedural fluency and application. This builds a strong base for number sense. However, numerous K-6 teachers teaching math remarked on the relative lack of resources and best practices to reach diverse learners who may need additional support "catching up" to Eureka Squared's depth and pace. Though many K-6 teachers report high usage and generally high satisfaction with Eureka Squared, many also wish for more opportunities to collaborate with grade-alike colleagues across the district to share intervention practices and resources to complement (and strengthen) Eureka Squared, without diluting it.

ENGLISH

The following are notes regarding Scopes and Sequences, and/or Curriculum Maps, for the analyzed courses.

Kindergarten English	The Scope and Sequence/Pacing Calendar provides a weekly outline of modules covered for both the knowledge and skills components as well as all assessments. CKLA Knowledge and Skills provided from the district. District provides assessment calendar student Hub The Amplify Hub is a digital experience that gives students access to rich media and apps, including videos, sound cards, and books. The online CKLA platform and dashboard provides learning objectives, activities, goals, etc for each reading component. The document as a stand-alone item does not provide detailed information on IL SOL alignment, materials links, etc.
Third Grade English	The Scope and Sequence provides daily outline of modules to cover aligned to standards per each ELA component. Documentation provided includes assessments. Curriculum map provided outlines 2 hour (per day)requirement to deliver ELA instruction. It provides key information for each of the 4 modules that will be covered throughout the year. EL Phonics 3-5 provided by district; not clear what each grade covers or how the focus is selected District Assessment Calendar shared by district includes date for module exam and the focus standards being assessed.
Eighth Grade English	The Scope and Sequence identifies the standards covered in Units 1 and 2. It also includes student work and assessments based on the lesson of instruction. District has include Q1 to Q4 pacing guides for EL Education detailing modules and lessons, paced by day according to the 24-25 calendar.
Ninth Grade English	SPED: The Scope and Sequence Identifies the focus, standards, and prompt for assessment for each quarter. District does not include pacing calendar for HS
Honors Tenth Grade English	The Scope and Sequence includes 4 Modules with corresponding Units, Standards, and assessment prompt.
Eleventh Grade English	AP 11 Language and Composition Scope and Sequence for each quarter is provided by the district.

ENGLISH

Sample unit plans, when available, were analyzed according to criteria derived from the analysis tools noted.

	Rubric for Lessons & Units: English (from EQuIP Rubric)	
	I: Alignment to the Depth of the SoLs. Does the unit target a set of grade-level Illinois ELA/Literacy Standards of Learning? Does it include a clear and explicit purpose for instruction, and feature texts that measure within the grade-level text complexity band and are of sufficient quality for the stated purpose?	II: Key Shifts in English Language Arts: Does the unit feature close reading, a focus on text-based evidence, writing from sources, and academic vocabulary? Do the unit's texts build disciplinary knowledge, increase in complexity, and represent a balance of literary and informational? Is there a balance of on-demand and process writing? Is there evidence of short, focused research project(s)?
Kindergarten English	CKLA Units are designed to build a strong foundation in speaking, listening, writing and comprehension skills. Each unit focuses on specific IL standards with some standards spiraling throughout the units. CKLA provides clear and explicit unit and lesson guidance for the teacher.	The reading selections included within the CKLA units build student knowledge while varying in complexity. Each Skills lesson includes prerequisite writing skills to be covered. Within the Unit Plans shared, there was no evidence of opportunities for research projects; however CKLA incorporates Knowledge Research Units.
Third Grade English	The EL Unit plans submitted demonstrate the targeted IL standards for each lesson. Each lesson is divided into an opening, work time , closing and assessment, and homework. The HQIM includes clear student learning objectives.	Unit 2 includes opportunities for close reading, drafting an informational paragraph, vocabulary practice, shared writing among opportunities to interact with text of varied complexity. In Unit 2, lesson 8, students engage in both guided and partner research.
Eighth Grade English	8th EL includes both focus standards and supporting standards within the lesson overviews.Each lesson overview also includes daily learning targets. Each lesson highlights how the current lesson builds on previous lessons and how it connects to future lessons.	Unit 1 of EL presents and Independent Research Reading opportunity within lesson 1 in which students read for at least 20 minutes and then select a prompt and write a response. The lessons in Unit 1 provide opportunities for students to engage in vocabulary logs and academic word walls for new terms within the lesson.
Ninth Grade English	The Unit plan submitted contains established standards, specific objectives. The entire unit is dedicated to the reading of St. Lucy's Home for Girls Raised by Wolves.	According to the Unit plan submitted, students read closely for text details; annotate tests to support comprehension analysis, engage in productive evidence-based discussions about text; collect and organize evidence from text support analysis in writing; make claims about texts using specific text evidence.
Honors Tenth Grade English	Module 1, Unit 2 uses the text "The Palace Thief." The Unit plan list the standards covered throughout the unit, each lesson day has a focus activity listed connected to the text. The lexile level for this text is 1100 which is aligned with 8th grade or early high school.	Module 1, Unit 2 provides opportunities for note taking,responding to text using cited evidence, developing a central idea as well as creating an essay focused on the development of the central idea.
Eleventh Grade English	Hamlet Unit was submitted as individual lessons. This unit was created by Public Consulting Group based on the New York Common Core standards. Each lesson contains assessed and addressed standards, assessment opportunity, key vocabulary, discussions and activities.	The Hamlet unit lessons provide multiple opportunities for students to respond to the text as well as opportunities to read the text little by little. Throughout the unit, students complete a quick write or discuss using evidence from the text.

	Rubric for Lessons & Units: English (from EQuIP Rubric)	
	III: Instructional Supports: Is the unit plan easy to understand and use? Does the unit cultivate student interest in reading, writing, and speaking about the texts? Does it provide all students (with scaffolding if necessary) with multiple opportunities to engage with text of appropriate complexity for the grade level? Does it integrate appropriate supports for students who are EL, have disabilities, or read well below grade level?	IV: Assessment: Does the unit regularly assess whether students are mastering standards-based content and skills? Do the assessments elicit direct, observable evidence of the degree to which students can independently demonstrate the major targeted grade-level standards with appropriately complex text?
Kindergarten English	Knowledge and Skills Unit Plans submitted were directly from the CKLA Teacher Resource and therefore includes opportunities for students to cultivate interest in reading. It provides support options for student needs	The Domain assessment submitted required students to circle a thumbs up if the answer to the question was yes and thumb down if the answer was no. If students circled independently, then there was an opportunity for the teacher to know what each student learned; however, if the teacher has students physically demonstrate with their thumb, it is possible that students will look to others for the answer.
Third Grade English	The Unit at a glance from EL Education includes opportunities for students to interact with text. the overview includes daily targets, standards and ongoing assessments for each lesson. The Unit 2 overview does not include scaffolding opportunities.	The end of unit 1 assessment was multiple choice and included students selecting the correct comparative or superlative adjective or adverb. The assessment also required students to write a Pourquoi Tale. The Module 2, Unit 2 End of Unit Assessment had students demonstrate mastery of using text-based evidence to answer comprehension questions. This test also requires students use existing research notes to write an informational text.
Eighth Grade English	Unit 1 of EL Education includes all components of an effective Unit plan including opportunities to extend learning and opportunities to support all learners.	The Mid Unit 2 Assessment submitted requires student to answer a research question using some outlined steps, a piece of text and a note catcher. The EL Adapted M2 End of Unit exam required students to answer questions based on a video and a short article.
Ninth Grade English	Unit over analyzing contemporary and classic text includes standards covered, essential questions, teaching approaches such as heads together and assessment opportunities. No evidence of scaffolding nor supports. Other artifacts submitted were student facing and did not include evidence of key unit planning components.	The St. Lucy's Assessment requires students to respond to a prompt. The prompt response will demonstrate students analysis and synthesis of the readings. The end of unit assessment list 4 focus standards of the 13 listed in the unit plan; although some are not highlighted, such as RL9.10.1 and RL9.10.2, they are reflected in the prompt. The Romeo and Juliet assessment/ writing prompt requires students to write an argument showing how their chosen character was responsible for the deaths of the main characters.As part of the assessment, students are provided with a MEL-Con Template to organize their ideas
Honors Tenth Grade English	Module 1 Units 1-3 plan includes days, standards, activity details and materials. The Module 1 Unit 2 plan contains the same information. Neither include opportunities for different learners ; no scaffolds, no supports.	The end of unit assessment requires students to analyze a shared central idea across two texts. The rubric identifies the key components of the writing piece that connect to the standards. The other end of Module assessment requires a Synthesis Essay and also includes a rubric.
Eleventh Grade English	The Vocabulary section in the Hamlet Unit includes additional vocabulary for English Language Learners but no other modifications and or scaffolds were noted.	Each lesson in the Hamlet unit contains an assessment opportunity such as a quick write, a discussion, prompt, mid unit assessment and end of unit assessment.

ENGLISH

Insight used criteria derived from leading assessment evaluation tools and appropriate for the purposes of this Audit, to assess English assessments on a 3-point scale. Evaluation tools of origin are linked.

Five English Assessment Criteria and 3-point scale

A. Texts are worth reading. Should include high quality texts at appropriate lexile and qualitative complexity (from Criteria for Procuring and Evaluating HighQuality Assessments, CCSSO)

B. Balance of genres when appropriate; reflect demands of shifts (citing evidence, building knowledge, text complexity) and standards (from Criteria for Procuring and Evaluating High-Quality Assessments, CCSSO)

C. Assessments and tasks should include purposefully linked passages or questions that allude to other accessible texts or passages according to RI/RL.3, Integration of Concepts (from Assessment Evaluation Tool, achievethecore.org)

D. Variety of item types to accurately assess a standard. Students should have the opportunity to write in response to high-quality texts (from Criteria for Procuring and Evaluating High-Quality Assessments, CCSSO)

E. Items should be designed to elicit direct, observable evidence of the degree to which a student can independently demonstrate the key understandings of the text relative to the demands of the standard (from EQuIP rubric, achieve.org)

3	a significant majority or all aspects of the criterion
2	some aspects of the criterion
1	none or nearly none of the aspects of the criterion

For shorter artifacts, Insight used the EQuIP Task Review Rubric for ELA. It assesses standard alignment, attention to text complexity and the shifts in the standards, and implementation support. Insight rated these artifacts with the following descriptors:

E	Most criteria checked
E/I	Many criteria checked but could use minor improvements
R	Some criteria checked
N	Task not recommended for instruction

ENGLISH

Some English artifacts were rated on the five English Assessment Criteria:

Criteria	Average score (between 1-3)
A. Texts are worth reading. Should include high quality texts at appropriate lexile and qualitative complexity.	2.85
B. Balance of genres when appropriate; reflect demands of shifts (citing evidence, building knowledge, text complexity) and standards.	2.83
C. Assessments and tasks should include purposefully linked passages or questions that allude to other accessible texts or passages according to RI/RL.9.	2.83
D. Variety of item types to accurately assess a standard. Students should have the opportunity to write in response to high-quality texts.	2.34
E. Items should be designed to elicit direct, observable evidence of the degree to which a student can independently demonstrate the key understandings of the text relative to the demands of the standard.	3

Shorter artifacts were rated on the EQuIP Task Review Rubric:

Descriptor	Number of Artifacts
E: Most criteria checked	0
E/I: Many criteria checked but could use minor improvements	0
R: Some criteria checked	0
N: Task not recommended for instruction	0

ENGLISH

The following tables name artifacts and their 1-3 ratings on Criteria A-F on the English assessment criteria, or E-N ratings on the adapted EQuIP task rubric.

	Kindergarten English							
Criterion	1. Knowledge DA.1	2. Skills 10.1	3. Knowledge Unit 3 1.1	4. Knowledge U1 11.1	5. Skills 4 11.1	6. Skills 4 12.2	7. Skills 5.3	8. Skills 5 2.1
A	3	2	3	3	2	2	2	2
B	3	2	3	3	2	2	2	2
C	3	2	3	3	2	2	2	2
D	3	3	2	2	2	2	2	2
E	3	3	3	3	3	3	3	3

	Third Grade English						
Criterion	1. Module 2 Unit 2 Mid	2. Module 2 Unit 2 Lesson 2	3. Module 2 Unit 2 End	4. End of Unit 1	5. Exit Ticket The Glass Frog	6. Exit Ticket 2 1.14 (2 uploads)	7. Exit Ticket 2 1.9
A	3	3	3	3	3	3	3
B	3	3	3	3	3	3	3
C	3	3	3	3	3	3	3
D	3	3	3	3	2	2	3
E	3	3	3	3	3	3	3

ENGLISH

The following tables name artifacts and their 1-3 ratings on Criteria A-F on the English assessment criteria, or E-N ratings on the adapted EQuIP task rubric.

	Eighth English		
Criterion	1. Module 2 End of Unit 1	2. Module 2 Mid U2	3. Knowledge Unit 3 1.1
A	3	3	3
B	3	3	3
C	3	3	3
D	2	3	2
E	3	3	3

	Ninth English							
Criterion	1. Writing Prompt Romeo & Juliet	2. Affix Quiz	3. Quick Write #1	4.Romeo & Juliet Scene Summary	5. St. Lucy's End of Unit	6. R&J Short Response	7. TTH Day 2 Bell	8. How Bernard Madoff Did It
A	3	2	3	3	3	3	3	3
B	3	1	3	3	3	3	3	3
C	3	1	3	3	3	3	3	3
D	2	1	2	3	2	2	2	3
E	3	3	3	3	3	3	3	3

ENGLISH

The following tables name artifacts and their 1-3 ratings on Criteria A-F on the English assessment criteria, or E-N ratings on the adapted EQuIP task rubric.

	Honors Tenth Grade English							
Criterion	1. 10.1.3 End of Unit	2. Malala Y.	3. EPLR	4. The Palace Thief	5. Unit 1 Synthesis Essay	6. Rules of the Game	7. The Palace Thief Formative	8. Pastoral Poetry
A	3	3	3	3	3	3	3	3
B	3	3	3	3	3	3	3	3
C	3	3	3	3	3	3	3	3
D	2	3	2	3	2	3	2	2
E	3	3	3	3	3	3	3	3

	Eleventh Grade English						
Criterion	1. Hamlet Quick Writes Act II	2. Hamlet Quick Writes Act I	3. Hamlet Assignments Fall 2018	4.Hamlet Assignments Fall 2019	5. Hamlet Quick Writes Act III	6. Hamlet Quick Writes Act IV	7. Hamlet Quick Writes Act V
A	3	3	3	3	3	3	3
B	3	3	3	3	3	3	3
C	3	3	3	3	3	3	3
D	2	2	3	3	2	2	2
E	3	3	3	3	3	3	3

ENGLISH

The following short descriptions provide additional information on the artifacts ratings.

Kindergarten English	1. This is a developmentally appropriate, standards-aligned assessment that thoughtfully blends content knowledge with early literacy and comprehension skills. 2. This is a solid skills-based assessment focused on foundational literacy, especially fine motor skills, spatial awareness, and sentence segmentation; therefore, it will lack in the first three ratings. 3. This formative assessment is a developmentally appropriate, story-based single-task that effectively checks comprehension through sequencing. It's tightly aligned to early learning standards and provides a hands-on format that works well for young learners. 4. This is a strong early formative assessment tied to a meaningful literary text. It effectively captures comprehension through sequencing but could benefit from more varied item types and opportunities for students to express understanding in their own words. 5. This is a targeted, phonics-focused assessment that serves well for skill-specific instruction, especially decoding and phonemic discrimination. 6. This assessment is well-designed for phonics and decoding monitoring. It offers strong diagnostic insight into individual letter-sound knowledge and fluency. 7. This is a developmentally appropriate assessment for phonics and word recognition but is very limited in scope when measured against the full instructional shifts and standards. It serves well for early reading diagnostics. 8. These two pages/ assessments offer strong early phonics skill checks but fall short on textual richness, genre exposure, and variety. They're valuable for targeted foundational skills.
Third Grade English	1. This mid-unit assessment is highly aligned to the instructional shifts and Grade 3 standards. It emphasizes reading for meaning, vocabulary development, content-based knowledge building, and writing from sources, all while offering varied and observable ways for students to show what they know. 2. The exit tickets are effective formative tools that strongly align to the standards and lesson content. They are concise, purposeful, and designed to give both students and teachers clear insight into learning progress. They meet all five criteria well. 3. This is a high-quality, standards-aligned, multi-part assessment that reflects the instructional shifts in ELA such as: close reading, vocabulary acquisition, knowledge-building through content-rich texts, and writing from sources. It strongly meets all five criteria. 4. This is a highly engaging, comprehensive, and standards-aligned assessment. It blends creative narrative writing with targeted grammar practice in an integrated way that reflects real learning and application. It strongly meets all five of your criteria. 5. This is a strong exit ticket aligned with reading standards, focused on comprehension and evidence. It clearly meets most criteria, with a small opportunity to expand the response type for variety. 6. This is a well-structured, standards-aligned formative assessment. It effectively checks comprehension and evidence use with clear, focused questions. 7.
Eighth Grade English	1. This is a strong, scaffolded, and standards-aligned assessment that effectively supports content accessibility while promoting real-world literacy skills. It meets all five criteria well, with a minor opportunity to strengthen response variety and deepen synthesis through open-ended questions. 2. This assessment is a strong, standards-aligned research performance task that integrates science content, critical reading, source evaluation, and paraphrasing. It clearly meets all five instructional criteria and provides a clear picture of student mastery of key reading and writing skills. 3. These formative assessments are short, standards-based, and rooted in complex, meaningful texts. They meet all five criteria and provide actionable data for instruction. They're also ideal for use as daily checks, warm-ups, or closure activities.

Ninth Grade English	1. This is a strong, standards-aligned writing task that promotes deep analysis and interpretation of a core literary text. It meets all five instructional criteria, with minor enhancements possible through added pre- or post-writing supports. 2. This is a useful, targeted formative assessment for building vocabulary through affix knowledge. It serves as a baseline check, but to meet all five criteria, it should be paired with textual context, varied response types, and applications across genres. 3. This is a strong, standards-aligned formative activity that prompts meaningful engagement with a challenging text. It effectively balances comprehension and critical thinking and meets nearly all of your criteria. 4. This is an engaging, standards-aligned formative tool that blends creative thinking with scene comprehension. It meets all five of your instructional quality criteria and offers a strong check on both literal understanding and interpretive skills. 5. This is a rigorous, engaging, and textually grounded final writing task. It meets all five instructional quality criteria and serves as an ideal capstone for a unit on *St. Lucy's*. The layered focus on character, structure, and theme makes it especially strong. 6. This is a well-structured, high-quality formative assessment that integrates close reading, character analysis, and writing. It aligns tightly with grade-level standards. 7. This is a highly focused, text-rooted formative assessment aligned to key reading standards. It encourages close reading, interpretation, and text-based reasoning. 8. This is a rich, engaging, and rigorous close reading and synthesis task. It aligns to multiple reading and writing standards and offers multiple entry points for student thinking.
Honors Tenth Grade English	1. This is a strong, standards-aligned literary analysis task that encourages deep synthesis and writing from sources. 2. This is a highly engaging, standards-aligned, and interdisciplinary assessment that brings together rhetoric, human rights, and student voice. 3. This is a strong, collaborative formative assessment that supports deep engagement with a cornerstone text. It aligns closely with standards (especially RI.9-10.6 and RI.9-10.1) and meets four of five instructional quality criteria. With a slight extension into analysis or writing, it would be even more robust. 4. This is a strong, standards-aligned formative tool for literary character analysis. It focuses on two complex characters in a meaningful, text-rooted way. The character analysis tool supports critical thinking, textual connection, and engagement. 5. This is a high-quality, standards-aligned summative assessment that integrates reading, theme analysis, and explanatory writing at a deep level. 6. This exit ticket is well-designed, flexible, and cognitively rigorous, offering multiple access points for theme, vocabulary, and cultural analysis. 7. This is a strong, focused formative writing task that builds essential literary analysis skills through a well-chosen, complex text. 8. This is a thoughtful, text-rich formative or summative assessment that encourages comparative analysis and persuasive writing grounded in literary texts.
Eleventh Grade English	1. This sequence of quick writes and the mid-unit task is a strong, scaffolded approach to deep literary analysis. It leverages rich text, encourages thoughtful interpretation, and builds writing stamina. 2. This is a strong series of scaffolded, text-dependent quick writes that promote deep engagement with the play's characters, themes, and language. It aligns closely with ELA standards and meets all five instructional quality criteria, particularly as part of a cumulative unit structure 3. This is a well-rounded and rigorous Hamlet unit. It scaffolds both literary interpretation and writing, integrates diverse assessment types, and emphasizes text-based analysis with real-world relevance. 4. This is a robust, standards-aligned, and thoughtfully scaffolded Shakespeare unit. The structure blends close reading, critical writing, discussion, and creative response in a way that supports deep engagement and high-level thinking. 5. These are carefully scaffolded, text-rooted quick writes that promote literary thinking, interpretation, and evidence-based writing that align with RL.11-12.1–4 and W.11-12.2 6. This is a well-structured, high-rigor formative assessment that builds close reading, interpretive thinking, and evidence-based writing and helps prepare students for larger writing assignments later in the unit. 7. The Act V Quick Writes are rigorous, standards-aligned, and scaffolded for success. They promote deep textual engagement with critical scenes and build writing fluency and literary interpretation.

RECOMMENDATIONS:

Based on focus group conversations, survey data, curriculum materials submissions, and instructional coach and teacher insights, Insight recommends the following content-specific steps:

1. Support and Enhance Standards-Aligned K–12 ELA Curricula

Support and enhance implementation of comprehensive English Language Arts curricula aligned to Illinois Learning Standards, including Amplify CKLA, EL Education, and Paths to College and Career.

- Conduct a cross-grade audit to ensure vertical alignment and update curriculum maps annually based on teacher feedback and student data.
- Provide robust teacher support so they can implement clear, district-wide expectations for curriculum use, and evaluate the need for supplemental resources—such as culturally responsive trade books and more engaging, age-appropriate content—to support and enhance core materials.

"CKLA and EL are aligned, but we need more vertical continuity between grades and better clarity around expectations." —Instructional Coach
"The pacing is fast, and some of the content just doesn't connect with our students." —Elementary ELA Teacher
"We supplement with trade books because the content isn't always engaging or culturally relevant." —Elementary ELA Teacher

2. Support Consistent ELA Curriculum Implementation and Instructional Coaching Across Grades

Ensure consistent curriculum use and instructional support across grade levels by continuing the implementation of CKLA in and expanding resources like decodable readers and manipulatives. Refine EL Education implementation and provide targeted coaching to address gaps in foundational skills. In high school, continue use of Paths to College and Career in Grade 9, and in other high school grades, ensure fidelity of use by clarifying curriculum expectations. If curriculum materials flexibility exists, RIMSD is encouraged to reviewing reading levels of chosen text, aligning unit plans to standards, and supporting differentiation through coaching.

"We need more decodable readers, more hands-on materials, and more time to plan together." —Elementary ELA Teacher
"The EL curriculum doesn't have the foundational skills our third and fourth graders need—we're supplementing a lot." —Instructional Coach
"We could really use more clarity on unit expectations and support with scaffolding strategies." —High School ELA Teacher

3. Invest in Content-Specific Collaboration and Coaching Structures for ELA

Establish regular, protected collaboration time for ELA teachers to plan, reflect, and internalize curriculum units alongside instructional coaches. Move from an opt-in coaching model to one supported and expected by all stakeholders, and differentiate professional development to meet the needs of both new and experienced teachers. Prioritize support for inclusive instructional strategies and scaffolding for English Learners and students with IEPs. Create systems and tools (e.g., unit unboxing protocols, lesson study cycles) to deepen curriculum knowledge and planning quality.

> *"Coaching needs to be about professional learning, not just development—teachers need support over time." —Instructional Coach*
> *"We need PD that fits where we're at—new teachers need more support, and experienced teachers need something deeper." —Elementary ELA Teacher*
> *"There's no real support for teaching EL students—we're just figuring it out." —RLA Teacher*
> *"We don't have enough time to really dive into CKLA and think about what our students need." —Elementary ELA Teacher*

4. Strengthen Vertical Alignment and Administrator Engagement to Support ELA Implementation

Improve coherence in curriculum and instruction from elementary through high school by strengthening vertical alignment and involving school leaders in instructional improvement efforts. Host cross-grade alignment meetings to calibrate goals and practices, provide training for administrators on supporting HQIM and instructional coaching, and embed collaboration time into school schedules. Shift school culture by positioning coaching as an embedded, non-evaluative part of continuous improvement, with administrators modeling participation and supporting implementation.

"There's a stigma that coaching is evaluative—we need to shift that thinking." —Instructional Coach
"We need leaders to help prioritize time for collaboration and make it part of the culture." —Elementary ELA Teacher

SCIENCE

The following are notes regarding Scopes and Sequences, and/or Curriculum Maps, for the analyzed courses.

Fifth Grade Science	The scope and sequence is from the Mystery Science Fifth Grade Curriculum and provides a comprehensive program that is broken down into units and lessons. The scope and sequence clearly shows how each lesson topic connects to specific Next Generation Science Standards (NGSS), Science and Engineering Practices (SEPs), Disciplinary Core Ideas (DCIs), and Crosscutting Concepts (CCCs). This breakdown is particularly user-friendly, as the information is effectively separated by topic and question, facilitating easy navigation and a clear understanding of the focus of each lesson. Furthermore, the curriculum emphasizes the relevance of specific NGSS aspects, highlighting the PEs, SEPs, DCIs, and CCCs for each lesson, thereby providing a comprehensive overview of the scientific concepts and skills that students will acquire. The curriculum also acknowledges the significance of foundational standards, recognizing their crucial role in building a strong foundation for subsequent performance expectations. Overall, the Mystery Science curriculum provides a strong foundation for teaching fifth grade science and clearly showcases how the 5th-grade science curriculum aligns with the NGSS framework.
Eighth Grade Science	The scope and sequence is from the Amplify Science Eighth Grade Curriculum and provides a comprehensive program that is broken down into units and lessons. Each quarter the curriculum aligns with Next Generation Science Standards (NGSS) and state standards. The Mystery Science curriculum is designed to be rigorous and engaging. It aligns with Next Generation Science Standards (NGSS) and incorporates hands-on activities, simulations, and real-world examples to make learning relevant. The curriculum also offers differentiated instruction to cater to diverse learners, ensuring that all students have the opportunity to succeed. Regular assessments, such as quizzes, projects, and unit tests, are used to monitor student progress and provide valuable feedback. Overall, the Amplify Science curriculum provides a strong foundation for teaching eighth grade science. It offers a balanced approach that combines conceptual understanding with practical application, making it an effective tool for educators.
Biology I	The scope and sequence is broken down by quarter, and provides a detailed, unit-based approach to teaching biology. It aligns with Next Generation Science Standards (NGSS) and state standards. The curriculum exhibits clear standards alignment by explicitly stating the relevant Next Generation Science Standards (NGSS) for each unit. This ensures that instruction is focused and aligned with the latest scientific knowledge. The curriculum promotes active learning by incorporating a variety of engaging activities, such as hands-on labs, stimulating discussions, and collaborative projects. Recognizing the diverse needs of learners, the framework includes strategies to support students with disabilities, English Language Learners, and gifted students, ensuring that all students have the opportunity to succeed. Furthermore, the curriculum emphasizes the importance of ongoing assessment through formative and summative assessments, allowing educators to monitor student progress effectively and provide timely feedback. Overall, the scope and sequence provides a strong foundation for teaching biology. It emphasizes critical thinking, scientific inquiry, and a deep understanding of fundamental biological concepts.

Chemistry	The scope and sequence is broken down by quarter, and outlines a comprehensive approach to teaching Chemistry, aligning with Next Generation Science Standards (NGSS) and state standards. The curriculum is divided into units, each with a specific theme and learning objectives. The curriculum exhibits clear standards alignment by explicitly stating the relevant Next Generation Science Standards (NGSS) for each unit. This ensures that instruction is focused and aligned with the latest scientific knowledge. The curriculum promotes active learning by incorporating a variety of engaging activities geared to support diverse learners. Furthermore, the curriculum emphasizes the importance of ongoing assessment through formative and summative assessments, allowing educators to monitor student progress effectively and provide timely feedback. Overall, the scope and sequence provides a strong foundation for teaching Chemistry and is easy to follow. However, while it offers a detailed outline, it is unclear how different teachers are implementing the curriculum outlined as it references material that is primarily teacher created.

SCIENCE

Sample unit plans, when available, were analyzed according to criteria derived from the analysis tools noted.

	EQuIP Rubric for Lessons & Units: Science Category I: Unit Design		
	A: Does making sense of phenomena and/or designing solutions to a problem drive student learning in the unit?	B: Does the unit build understanding of multiple grade-appropriate elements of the Science and Engineering Practices, core ideas of the strand, and cross-cutting concepts, by developing and using them?	C: Does the integration of Science and Engineering Practices, core ideas of the strand, and cross-cutting concepts drive student performances?
Fifth Grade Science *Ecosystems & The Food Web [Mystery Science Unit]*	The unit effectively engages students by presenting real-world phenomena, such as the movement of matter in ecosystems and the impact of human activities on the environment. These phenomena serve as the driving force for inquiry, motivating students to ask questions, gather evidence, and construct explanations. By conducting investigations, analyzing data, and developing models, students are actively involved in making sense of these phenomena. This inquiry-based approach fosters critical thinking, problem-solving skills, and a deeper understanding of ecological concepts.	The unit effectively integrates science and engineering practices to build understanding of ecological concepts. Students engage in modeling, investigation, data analysis, and problem-solving. By exploring the interconnectedness of organisms and their environment, and by analyzing the flow of energy and matter through ecosystems, students develop a deeper understanding of ecological principles.	There is integration of Science and Engineering Practices, core ideas of the strand, and cross-cutting concepts driving student performance. By engaging students in hands-on activities, such as experiments and simulations, and by incorporating mathematical modeling and data analysis, the unit fosters a deep understanding of ecological concepts. This integrated approach empowers students to apply knowledge, develop critical thinking, enhance problem-solving skills, and communicate effectively, making them active learners and preparing them for future scientific endeavors.

Eighth Grade Science *Earth, Moon, and Sun [Amplify Science Unit]*	The unit effectively engages students by presenting a real-world problem: capturing specific lunar features. This problem serves as a driving force for inquiry, motivating students to ask questions, gather evidence, and construct explanations. By investigating the Moon's phases, lunar eclipses, and the Earth-Moon-Sun system, students are actively engaged in making sense of a natural phenomenon. They use models, simulations, and observations to explore these concepts and develop their own understanding. This inquiry-based approach fosters critical thinking and problem-solving skills.	The unit effectively integrates science and engineering practices to build understanding of Earth-Moon-Sun relationships. Students engage in modeling, investigation, data analysis, and mathematical thinking. By exploring the interplay of gravity, light, and orbital mechanics, students develop a deeper understanding of celestial phenomena.	There is integration of Science and Engineering Practices, core ideas of the strand, and cross-cutting concepts driving student performance. By engaging students in hands-on activities, such as using models, simulations, and data analysis, the unit fosters a deep understanding of Earth-Moon-Sun relationships. This integrated approach empowers students to apply knowledge, develop critical thinking, enhance problem-solving skills, and communicate effectively, making them active learners and preparing them for future scientific endeavors.
Biology I *Cells: Structure, Function, & Analysis*	The unit effectively engages students through phenomena-based and inquiry-based learning. The initial question about the human body sparks curiosity, while the cell project and lab activities foster problem-solving, critical thinking, and a deeper understanding of cell structure and function.	The unit effectively incorporates science and engineering practices to build understanding of cell structure and function. Students engage in modeling, investigation, data analysis, and mathematical thinking. By exploring the relationship between structure and function, and investigating cause-and-effect relationships, students develop a deeper understanding of cell biology.	There is integration of Science and Engineering Practices, core ideas of the strand, and cross-cutting concepts driving student performance. By engaging students in hands-on activities, such as microscope labs and cell model building, and by incorporating mathematical modeling and data analysis, the unit fosters a deep understanding of cell structure and function. This integrated approach empowers students to apply knowledge, develop critical thinking, enhance problem-solving skills, and communicate effectively, making them active learners and preparing them for future scientific endeavors.
Chemistry *Unit 10: Limiting Reactants*	The unit effectively engages students through phenomena-based and inquiry-based learning. The s'mores activity introduces the concept, while the lab fosters problem-solving and critical thinking. This approach promotes deep understanding and skill development.	The unit effectively incorporates science and engineering practices to build understanding of limiting reactants. More specifically, the unit incorporates various science and engineering practices, including modeling, investigation, data analysis, and mathematical thinking. Students apply their understanding of atomic structure and chemical reactions to explore the concept of limiting reactants. By investigating cause-and-effect relationships and analyzing the structure of chemical equations, students develop a deeper understanding of the topic.	There is integration of Science and Engineering Practices, core ideas of the strand, and cross-cutting concepts drive student performance. By engaging students in hands-on activities, mathematical modeling, and data analysis, the unit fosters a deep understanding of limiting reactants. The integration of these elements allows students to: apply knowledge, develop critical thinking, enhance problem-solving skills, and communicate effectively. This integrated approach empowers students to become active learners and develop the skills necessary for success in science and beyond.

SCIENCE

Sample unit plans, when available, were analyzed according to criteria derived from the analysis tools noted.

	EQuIP Rubric for Lessons & Units: Science Category I: Unit Design		
	D: Do the lessons fit together to target a set of performance expectations? Do they build on prior lessons?	E: Are there opportunities, where appropriate, to link life, physical, and earth/space science?	F: Are there connections to Math and/or ELA?
Fifth Grade Science *Ecosystems & The Food Web [Mystery Science Unit]*	The lessons from Mystery Science fit together to target a set of performance expectations and build on prior lessons. The unit is designed to progressively build students' understanding of ecological concepts. Earlier lessons focus on basic concepts like food chains and energy flow, while later lessons delve deeper into the complex interactions within ecosystems. The lessons are sequenced logically, with each lesson building on the knowledge and skills acquired in previous lessons. For example, the understanding of food chains and energy flow from earlier lessons is applied to the study of decomposers and nutrient cycles in later lessons. This cumulative approach ensures that students develop a comprehensive understanding of ecological concepts.	There are opportunities to link physical science. Examples of the links to physical science include: 1) Relating the concept of energy flow in food chains to the conservation of energy. 2) Discussing the role of physical and chemical processes in the cycling of matter in ecosystems, such as the water cycle and carbon cycle. 3) Exploring the impact of physical factors, such as temperature, light, and water availability, on the distribution and abundance of organisms.	There are multiple evident connections to both math and ELA. These connections are most evident during the lab work and data analysis. More specifically, students are utilizing their math skills when they are planning and carrying out investigations. And, students are utilizing their English skills when communicating results from their investigations.
Eighth Grade Science *Earth, Moon, and Sun [Amplify Science Unit]*	The lessons from Amplify fit together to target a set of performance expectations. They build on prior lessons by addressing questions raised in those lessons, cultivating new questions that build on what students figured out, or cultivating new questions from related phenomena, problems, and prior student experiences. More specifically, the early lessons introduce the concept of the Earth-Moon-Sun system and the phases of the Moon. Students build on this understanding by exploring the causes of lunar eclipses and the conditions necessary for them to occur. Throughout the unit, students engage in a variety of activities, such as using models, simulations, and data analysis, to deepen their understanding of these phenomena. By the end of the unit, students are able to explain complex astronomical concepts and apply their knowledge to new situations.	There are opportunities to link physical science. Examples of the links to physical science include: 1) Relating the phases of the Moon to the concept of reflection and refraction of light. 2) Discussing the gravitational force between the Earth, Moon, and Sun, and its impact on tides and orbits. 3) Exploring the nature of light, its propagation, and its interaction with matter.	There are multiple evident connections to both math and ELA. These connections are most evident during the lab work. More specifically, students are utilizing their math skills when they are completing calculations such as: 1) analyzing data on the Moon's phases and 2) calculating distances and time intervals related to celestial events. And, students are utilizing their English skills when writing lab reports, research papers, or persuasive essays on topics related to astronomy.

86

Biology I *Cells: Structure, Function, & Analysis*	The eleven lessons in the unit fit together to target a set of performance expectations outlined in the NGSS and Illinois State Standards. Additionally, the lessons build on prior knowledge of student's basic understanding of the human body and how food is processed. . More specifically, the early lessons introduce students to the concept of cells through a drawing activity and video observation. They then analyze media and complete activities to differentiate between Prokaryotic and Eukaryotic cells, as well as plant and animal cells. A hands-on cell lab experience reinforces understanding of how to use a microscope and how to observe prepared slides. Throughout the unit, various formative assessments evaluate student understanding. By following this progression, the lessons effectively guide students from basic concepts like cell function and organelles to complex applications like cell communication and how the cell project ties everything together. This ensures a solid understanding of cells.	There are opportunities to link life science. Examples of the links to life science include: 1) directly connecting to the fundamental concept of cell theory, emphasizing the cellular basis of life 2) providing a foundation for understanding how organisms are built and how they function.	There are multiple evident connections to both math and ELA. These connections are most evident during the lab work. More specifically, for example, students are utilizing their math skills when collecting data on cell size and analyzing the relationship between cell size and function. And, students are utilizing their English skills when engaging in scientific writing for the lab results.
Chemistry *Unit 10: Limiting Reactants*	The eleven lessons in the unit fit together to target a set of performance expectations that are outlined in the NGSS Standards. Additionally, the lessons build on prior lessons in balancing equations, mole ratios, and stoichiometry, which are essential for understanding limiting reactants. More specifically, the early lessons introduce limiting and excess reactants through practice and simulations. A hands-on reactant lab reinforces understanding, and assessments evaluate student understanding. By following this progression, the lessons effectively guide students from basic concepts to complex applications, ensuring a solid understanding of limiting reactants.	There are opportunities to link physical science. Examples of the links to physical science include: 1) relating limiting reactants to stoichiometry and chemical reactions 2) discussing the conservation of mass and energy in chemical reactions.	There are multiple evident connections to both math and ELA. These connections are most evident during the lab work. More specifically, students are utilizing their math skills when they are completing calculations such as: 1) experimental and theoretical yield and 2) limiting and excess reactants. And, students are utilizing their English skills when writing up their results.

SCIENCE

Insight used criteria derived from EQuIP science rubrics from Achieve and appropriate for the purposes of this Audit, to assess science assessments on a 3-point scale.

Five Science Assessment Criteria and 3-point scale

A. Assesses state science standards to provide evidence about students' achievement in science. Assessment requires students to use some understanding of the strand's core ideas to successfully complete it, and includes Reading and Writing for Science and Technical standards.
B. Assessment requires students to use at least one Science and Engineering Practice to successfully complete the task.
C. Assessment requires students to identify and interpret evidence and engage in scientific reasoning as they make sense of phenomena and address problems.
D. There are varied task types requiring a range of analytical thinking and cognitive complexity.
E. Majority of assessment cannot be answered without information from tasks or items, nor can the majority of the assessment's items be answered successfully by using rote knowledge.

3	a significant majority or all aspects of the criterion
2	some aspects of the criterion
1	none or nearly none of the aspects of the criterion

For labs or shorter artifacts, Insight adapted the EQuIP Task Review Rubrics. This rubric assesses standard alignment, attention to cross-content opportunities defined in the strands, science and engineering practices, and implementation support. Insight rated these artifacts with the following descriptors:

E	Most criteria checked
E/I	Many criteria checked but could use minor improvements
R	Some criteria checked
N	Task not recommended for instruction

SCIENCE

Most science artifacts were rated on the five science Assessment Criteria:

Criteria	Average score (between 1-3)
A. Assesses state science standards to provide evidence about students' achievement in science. Assessment requires students to use some understanding of the strand's core ideas to successfully complete it, and includes Reading and Writing for Science and Technical standards.	2.88
B. Assessment requires students to use at least one Science and Engineering Practice to successfully complete the task.	2.76
C. Assessment requires students to identify and interpret evidence and engage in scientific reasoning as they make sense of phenomena and address problems.	2.79
D. There are varied task types requiring a range of analytical thinking and cognitive complexity.	2.74
E. Majority of assessment cannot be answered without information from tasks or items, nor can the majority of the assessment's items be answered successfully by using rote knowledge.	2.35

Shorter labs or artifacts were rated on the EQuIP Task Review Rubric:

Descriptor	Number of Artifacts
E: Most criteria checked	1
E/I: Many criteria checked but could use minor improvements	1
R: Some criteria checked	0
N: Task not recommended for instruction	0

SCIENCE

The following tables name artifacts and their 1-3 ratings on Criteria A-F on the science assessment criteria, or E-N ratings on the adapted EQuIP task rubric.

	Fifth Grade Science					
Criterion	Mystery Science - Stars & Planets Unit Assessment	Mystery Science - Why is Gravity different on other planets? Lesson Assessment	Mystery Science - How can the Sun help us explore other planets? Lesson Assessment	Mystery Science - Could there be life on other planets? Lesson Assessment	Mystery Science - Ecosystems & The Food Web (Lesson 1)	Mystery Science - Ecosystems & The Food Web (Lesson 2)
A	3	3	3	3	3	3
B	3	3	3	3	3	3
C	3	3	3	3	3	3
D	3	3	3	3	3	3
E	3	3	3	3	3	3

	Fifth Grade Science					
Criterion	Mystery Science - Ecosystems & The Food Web (Lesson 3)	Mystery Science - Ecosystems & The Food Web (Lesson 4)	Mystery Science - Ecosystems & The Food Web (Lesson 5)	Mystery Science - Ecosystems & The Food Web (Lesson 6)	Mystery Science - Ecosystems & The Food Web (Lesson 7)	Mystery Science - Ecosystems & The Food Web Unit Assessment
A	3	3	3	3	3	3
B	3	3	3	3	3	3
C	3	3	3	3	3	3
D	3	3	3	3	3	3
E	3	3	3	3	3	3

	Eighth Grade Science				Biology I	
Criterion	Amplify Science - Lesson 3.3: Evaluating an Energy Solution	Amplify Science - Lesson 3.4: When and Why We See Lunar Eclipses	Amplify Science - Lesson 3.6: Explaining Australia's Skin Cancer Rate	Amplify Science - Earth, Moon, and Sun End-of-Unit Assessment	Cell Project	Animal & Plant Cell Coloring
A	3	3	3	3	2	2
B	3	3	3	3	2	1
C	3	3	3	3	2	1
D	3	3	3	3	2	1
E	3	3	3	3	1	1

	Biology I					
Criterion	Guided Notes - Plant and Animal Cell Organelles List	NewsELA - History of the Cell: Discovering the Cell	Microscope Labeling & Questions	Microscope Introduction - "e" Lab	Compound Light and Stereoscope Practice Lab	Cell Flipbook
A	2	3	2	3	E/I	3
B	1	3	2	3		2
C	1	3	2	3		3
D	1	3	2	2		2
E	1	3	2	3		3

	Biology I	Chemistry				
Criterion	End of Unit - Cell Project	Formative Assessment - Reaction Type Role Play	Formative Assessment - Classification of Matter Worksheet	Formative Assessment - Counting Atoms Form	What is a limiting reactant? Lab Worksheet	Limiting reactants notes
A	3	3	3	3	3	3
B	3	2	3	3	3	3
C	3	3	3	2	3	3
D	3	3	3	2	3	3
E	3	3	3	2	3	2

	Chemistry					
Criterion	Limiting Reagent Worksheet	PhEt Simulation Activity	Limiting Reactant and Percent Yield Lab	Limiting Reactants Guided Problems	Honors Quiz A: Limiting Reagent and Excess Reagent	End of Unit Assessment: Kinetics and Experimental Design
A	3	E	3	3	3	3
B	3		3	3	3	3
C	3		3	3	3	3
D	3		3	3	3	3
E	2		3	3	3	3

SCIENCE

The following short descriptions provide additional information on the artifacts ratings.

Fifth Grade Science	A.	The Mystery Science lessons, lesson assessments, and unit assessments reviewed align with state standards and the Next Generation Science Standards (NGSS) by incorporating cross-cutting concepts like patterns, systems and system models, and scale. Furthermore, assessments within the unit probe student understanding of these core ideas through investigations and questions that require them to apply their knowledge to different scenarios.
	B.	The Mystery Science curriculum emphasizes Science and Engineering Practices throughout. Assessments often require students to analyze and interpret data (from observations or simulations) and construct explanations (for phenomena like light).
	C.	The curriculum encourages students to develop and use models to explain phenomena. Assessments often present students with data, observations, or scenarios and ask them to use evidence to support their claims and reasoning.
	D.	Mystery Science offers a variety of assessment formats, including short answer questions, multiple-choice questions with varying levels of difficulty, and performance tasks that require students to demonstrate their understanding through modeling, drawing, or creating presentations.
	E.	The curriculum requires students to engage in critical thinking. The bulk of the questions require students to apply their knowledge and engage in higher-order thinking, rather than simply assessing rote memorization.
Eighth Grade Science	A.	The Amplify Science lessons and assessments for 8th grade, specifically Lessons 3.3, 3.4, 3.6, and the Earth, Moon, and Sun End-of-Unit Assessment, effectively aligns with the Next Generation Science Standards (NGSS), integrating core concepts like systems and system models (e.g., evaluating energy solutions, understanding the Earth-Moon-Sun system) and scale (e.g., analyzing the impact of UV radiation). Assessments require students to apply these concepts in various scenarios, demonstrating a deep understanding of scientific principles.
	B.	The curriculum emphasizes key scientific practices. Students actively engage in data analysis and interpretation, constructing explanations for phenomena like lunar eclipses and the effects of UV radiation. This fosters critical thinking and problem-solving skills essential for scientific inquiry.
	C.	Model development and use are central to the learning process. Students create and utilize models to represent complex systems, such as energy systems and the Earth-Moon-Sun system. These models serve as tools for explaining phenomena, making predictions, and supporting claims with evidence.
	D.	Amplify Science employs a diverse range of assessment methods. Beyond traditional multiple-choice and short-answer questions, students engage in performance tasks that require them to demonstrate their understanding through modeling, drawing, and creating presentations. This multifaceted approach provides a comprehensive evaluation of student learning.
	E.	The curriculum consistently challenges students to think critically. Assessments prioritize higher-order thinking skills, moving beyond simple memorization. Students are required to analyze data, evaluate evidence, construct arguments, and design solutions, developing the analytical and problem-solving abilities crucial for success in science and beyond.

Biology I	A. This teacher-generated biology curriculum aims to measure student understanding of state science standards, incorporating relevant Reading and Writing for Science and Technical standards. While generally aligned, some assessments rely on rote memorization rather than deep understanding, though they attempt to incorporate NGSS cross-cutting concepts. Due to the teacher-driven nature of the curriculum, implementation and student experience are uncertain, potentially leading to inconsistencies in rigor. B. The curriculum, on average, requires students to use Science and Engineering Practices. However, application rigor varies, with some assessments focusing on recall rather than genuine skill application. While aiming to move beyond rote memorization, execution is inconsistent. Data analysis and interpretation are not uniformly applied. Teacher-driven implementation could lead to increased opportunities for skill application in some classrooms. C. A key component is the expectation that students will analyze and interpret evidence, using scientific reasoning. While this skill is promoted, the extent of deep analysis and reasoning varies. Supporting claims with evidence is inconsistently implemented. Teacher-driven implementation could lead to increased opportunities for evidence-based reasoning in some classrooms. D. The curriculum uses varied task types (short answer, video notes, performance tasks, NewsELA) to address different learning styles and promote various thinking skills, though actual cognitive complexity varies. Teacher-driven implementation means the use and effectiveness of these tasks may differ. E. Assessments are primarily designed to evaluate understanding and application. However, due to varying rigor, some items assess rote memorization. While the goal is critical and higher-order thinking, implementation inconsistencies mean some assessments rely on recall. Teacher-driven implementation could increase the focus on critical thinking in some classrooms.
Chemistry	A. The teacher-generated chemistry curriculum is designed to measure student understanding of state science standards. It incorporates relevant Reading and Writing for Science and Technical standards. The curriculum generally exhibits a high level of rigor, although the actual implementation and student experience are uncertain due to its teacher-guided nature. It aims to incorporate NGSS cross-cutting concepts. B. The teacher-created chemistry curriculum, on average, requires students to utilize at least one Science and Engineering Practice. There is a strong emphasis on hands-on learning opportunities. While the curriculum design suggests a high level of rigor in application, the actual student experience remains uncertain due to the teacher-driven implementation. The provided materials, primarily for honors-level students, suggest a focus on genuine application of scientific skills rather than simple recall. C. A key component of these teacher-generated chemistry assessments is the expectation that students will analyze and interpret evidence, using scientific reasoning to explain phenomena and solve problems. The curriculum design emphasizes this skill, with a focus on problem-solving and critical thinking. However, the actual implementation and the extent to which all students engage in deep analysis and reasoning is unknown due to the heavily teacher-guided nature of the curriculum. D. The teacher-developed chemistry curriculum employs a variety of task types, including short answer questions, performance tasks, and a strong emphasis on mathematical problem-solving related to chemical concepts. This variety aims to address different learning styles and promote a range of thinking skills. The inclusion of mathematical applications is a significant feature of this curriculum. E. The teacher-generated chemistry curriculum is primarily designed to evaluate understanding and application of concepts. The honors-level materials suggest a strong focus on higher-order thinking and deep understanding, with less emphasis on rote memorization. However, because the curriculum implementation is heavily teacher-dependent, the actual student experience and the consistency of achieving these goals are unknown.

SCIENCE

RECOMMENDATIONS:

Based on focus group conversations, survey data, and curriculum materials submissions, Insight recommends the following content-specific steps:

1. Standardize and Strengthen High School Science Curriculum and Instruction with Updated Resources
Standardize the high school science curriculum for consistent instruction across classrooms, using aligned maps, assessments, and NGSS outcomes. Implement strategies to mitigate scheduling disruptions and ensure curriculum continuity, while also updating resources and lab equipment.

"The chemistry lab was last updated in the 60's... I would like financial support for needed supplies but I feel the curriculum I have developed is founded on standards and implemented with fidelity."—Secondary Science Teacher

2. Modernize Science Learning Environments and Ensure Equitable Access to Lab Equipment
Modernize science learning environments and ensure equitable access to updated lab equipment and technology. This includes investing in functional lab spaces, modern probes, and technology that mirrors college-level resources. As a participant in the Secondary Science Focus Group stated,

"In AP Chemistry, it's our newest course... they don't have, like the probes and like the technology they need to do labs." —Secondary Science Teacher

3. Enhance Collaboration and Professional Development for Science Educators Across All Grade Levels
Establish structured collaboration time and targeted professional development for science educators across all grade levels. This includes designating lead teachers for each discipline, facilitating cross-grade collaboration, and providing training on effective inquiry-based practices and the use of district-provided materials.

"I guess maybe just more accountability... to make sure that we're kind of all on the same page with it, and making sure that we're hitting those goals and just keeping each other accountable." —Elementary Science Teacher

4. Optimize Elementary Science Instruction Through Increased Time Allocation and Curriculum Fidelity
Improve the rigor and effectiveness of elementary science instruction, particularly in tested grades like fifth, the district by optimizing time allocation and ensuring fidelity in the use of Mystery Science. This includes exploring options for longer science blocks and providing targeted professional development to enhance critical thinking skills.

"I just don't know how useful or like, how much the students retain from it... I almost think that, like, fifth grade" —Elementary Science Teacher

"When it gets to social studies and science, I think we're just kind of spread out a little bit, and I don't think the teachers are…aware of what to use..."—Elementary Principal

SOCIAL STUDIES

The following are notes regarding Scopes and Sequences, and/or Curriculum Maps, for the analyzed courses.

Second Grade Social Studies	Amplify is an ELA curriculum and being used instead of a dedicated Social Studies curriculum. It appears as though the following standards are not covered within the Amplify ELA curriculum: Civics Standards, Geography Standards, and the Economics and Financial Literacy Standards.
Sixth Grade Social Studies	The 6th grade Social Studies program currently lacks a formal curriculum, scope and sequence, or curriculum maps. Instruction relies heavily on internet resources, which are used inconsistently and without clear alignment to standards. There is little evidence of structured planning or assessment practices, resulting in a fragmented and uncoordinated instructional approach..
Social Studies - World Studies	The World Studies program demonstrates inconsistency in the use of curriculum documents. In some cases, the state-approved scope and sequence is utilized, while in others, instructional materials such as syllabi do not align with state standards.
Social Studies - AP US History	The APUSH program includes varied documentation. Some materials align with College Board expectations, while others, such as syllabi, do not reference required frameworks or standards. There is no uniform approach to planning or documentation across the course.

SOCIAL STUDIES

Sample unit plans, when available, were analyzed according to criteria derived from the analysis tools noted.

	Rubric for Lessons & Units: Social Studies (adapted from EQuIP Rubrics)	
	A: Alignment to Standards: Does the unit target a set of grade-level standards in the Illinois Standards of Learning in one or more of the following areas: Geography, Civics, Economics and Financial Literacy, History, or K-12 Inquiry Skills? Does it integrate history and social science content knowledge with reading, writing, speaking, and listening skills as outlined in the Skills section (preceding the content standards at every grade level) of the Standards of Learning?	B: Teaching Strategies: Does the unit integrate content and skills, contain inquiry-sparking questions, and encourage the 5Cs in 21st century learning? Does it incorporate good literacy practices with increasingly complex text?
Second Grade Social Studies	The Amplify ELA curriculum integrates history and social science content knowledge effectively with reading, writing, speaking, and listening skills, aligning with the Skills section of the Illinois Standards of Learning. However, it does not fully address all the grade-level content standards outlined in the Illinois Standards of Learning, specifically in the areas of geography, civics, economics, and financial literacy. These omissions leave gaps in comprehensive alignment to the standards.	The Amplify ELA curriculum integrates content and skills effectively, incorporating inquiry-sparking questions and encouraging the 5Cs of 21st-century learning (critical thinking, creativity, collaboration, communication, and citizenship). It also incorporates strong literacy practices by engaging students with increasingly complex texts, fostering deeper understanding and skill development.
Sixth Grade Social Studies	About 25% of the materials provided appear to target grade-level standards in the Illinois Standards of Learning in Geography, Civics, Economics and Financial Literacy, History, or K-12 Inquiry Skills. Similarly, there is limited evidence—approximately 25%—of integration of history and social science content knowledge with reading, writing, speaking, and listening skills as outlined in the Skills section of the Standards of Learning. The lack of comprehensive instructional materials makes it challenging to confirm full alignment.	Based on the materials provided, less than 10% of the unit integrates content and skills, contains inquiry-sparking questions, or encourages the 5Cs of 21st-century learning. Similarly, there is minimal evidence of the incorporation of good literacy practices with increasingly complex text. The materials lack sufficient instructional strategies to address these components comprehensively.
Social Studies - World Studies	Approximately 50% of the submissions are aligned with the Illinois Standards of Learning and follow the provided scope and sequence, effectively integrating history and social science content with essential reading, writing, speaking, and listening skills. The remaining 50% appear to be teacher-generated and do not align, often lacking consistent connections to the outlined grade-level standards.	Approximately 50% of the units integrate content and skills, contain inquiry-sparking questions, and encourage the 5Cs of 21st-century learning while incorporating good literacy practices with increasingly complex texts. These align with state-recommended texts, while the remaining 50% do not, often using teacher-selected materials that vary in quality and alignment.
Social Studies - AP US History	The materials target grade-level standards in the Illinois Standards of Learning, particularly in History and K-12 Inquiry Skills. They integrate history and social science content knowledge effectively through high-quality texts, such as *The American Pageant* and AP resources, and emphasize reading, writing, and critical thinking skills. The materials also reflect key shifts like citing evidence, building knowledge, and engaging with complex texts, aligning with the Skills section of the Standards of Learning.	The materials integrate content and skills effectively, incorporating inquiry-sparking questions through activities like decision-making exercises, DBQs, and analysis of historical texts. These strategies encourage the 5Cs of 21st-century learning—critical thinking, communication, collaboration, creativity, and citizenship—while fostering engagement with increasingly complex texts. The use of high-quality resources, such as *The American Pageant* and AP course materials, supports good literacy practices, including evidence-based reading and writing aligned with the demands of rigorous social science instruction.

	Rubric for Lessons & Units: Social Studies (adapted from EQuIP Rubrics)	
	C: Instructional Supports: Is the unit responsive to varied student learning needs (including but not limited to tech, engagement, prior learning, support with CER, etc.)?	D: Assessment: Do all assessments in the unit elicit evidence that a student can independently demonstrate that they can meet the targeted standard(s) identified in it? Are there varied assessment types throughout the unit?
Second Grade Social Studies	Yes, the Amplify ELA curriculum for Grade 2 provides robust instructional supports that address varied student learning needs. It incorporates interactive digital resources, high-interest texts, and collaborative activities to engage students and build foundational skills. Scaffolded tasks and targeted supports help struggling learners, while enrichment opportunities challenge advanced students. Additionally, the curriculum supports Claim-Evidence-Reasoning (CER) writing with guided tasks and integrates regular assessments to monitor progress and tailor instruction effectively.	Yes, the Amplify ELA curriculum for Grade 2 includes assessments that elicit evidence of students' ability to independently demonstrate mastery of targeted standards. The curriculum provides a variety of assessment types, including formative assessments, such as comprehension checks and phonics tasks, and summative assessments like writing prompts and fluency evaluations. These assessments are designed to measure a range of skills, including reading comprehension, vocabulary, and writing, ensuring alignment with the standards and offering multiple ways for students to show their understanding.
Sixth Grade Social Studies	There is not enough material to thoroughly evaluate whether the unit is responsive to varied student learning needs, including technology, engagement strategies, prior learning connections, or support with Claim-Evidence-Reasoning (CER). The materials appears to provide some instructional notes but lacks comprehensive details about differentiation or targeted supports for diverse learners.	One recall assessment was submitted. While it provides evidence of students' ability to memorize and recall information, it does not demonstrate higher-order understanding or application of the targeted standards. Furthermore, the lack of common instructional materials contributes to this issue, as it limits opportunities to implement varied and meaningful assessments that could evaluate deeper learning, critical thinking, and broader student understanding.
Social Studies - World Studies	Evidence was not found in the materials provided to determine whether the unit is responsive to varied student learning needs, including technology, engagement strategies, prior learning connections, or support with Claim-Evidence-Reasoning (CER). While the state scope and sequence provides a framework to address these needs, there is no evidence in the materials to confirm that it is being consistently adhered to in classrooms.	Approximately 25% of the assessments in the unit elicit evidence that students can independently demonstrate mastery of the targeted standards. These assessments include tasks that require application and critical thinking. However, the remaining 75% rely primarily on memorization and multiple-choice formats, which may not fully capture students' ability to meet the standards.
Social Studies - AP US History	Evidence was not found in the materials provided to determine whether the unit is responsive to varied student learning needs, including technology, engagement strategies, prior learning connections, or support with Claim-Evidence-Reasoning (CER). While the state scope and sequence provides a framework to address these needs, there is no evidence in the materials to confirm that it is being consistently adhered to in classrooms.	The materials include a mix of assessment types, such as DBQs, written responses, and multiple-choice exams. While these assessments provide opportunities for students to demonstrate their understanding, they vary in their ability to elicit independent evidence of mastery. Tasks like DBQs and ACE responses align well with the standards, requiring critical thinking and evidence-based analysis. However, reliance on multiple-choice formats in some cases may limit the depth of student demonstration and the variety of assessment types.

SOCIAL STUDIES

Insight used criteria derived from leading assessment evaluation tools, and appropriate for the purposes of this Audit, to assess social studies assessments on a 3-point scale. Evaluation tools of origin are linked.

Five Social Studies Assessment Criteria and 3-point scale

A. Texts, including primary sources, are worth reading. Texts reflect the quality of writing that is produced by authorities in the social sciences (from Criteria for Procuring and Evaluating High-Quality Assessments, CCSSO).

B. Informational texts and tasks associated with them reflect demands of shifts (citing evidence, building knowledge, text complexity) and standards (from Criteria for Procuring and Evaluating High-Quality Assessments, CCSSO)

C. Assessments and tasks should include purposefully linked passages or questions that allude to other accessible historical texts or sources (from Assessment Evaluation Tool, achievethecore.org)

D. Variety of item types to accurately assess a standard. Students should have the opportunity to write in response to high-quality texts and primary sources (from Criteria for Procuring and Evaluating High-Quality Assessments, CCSSO)

E. Items should be designed to elicit direct, observable evidence of the degree to which a student can independently demonstrate the key understandings relative to the demands of the social studies standard(s) (from EQuIP rubric, achieve.org)

3	a significant majority or all aspects of the criterion
2	some aspects of the criterion
1	none or nearly none of the aspects of the criterion

For shorter artifacts, Insight adapted the EQuIP Task Review Rubrics. This rubric assesses standard alignment, attention to teaching strategies and literacy strategies, and implementation support. Insight rated these artifacts with the following descriptors:

E	Most criteria checked
E/I	Many criteria checked but could use minor improvements
R	Some criteria checked
N	Task not recommended for instruction

SOCIAL STUDIES

Most artifacts were rated on the social studies Assessment Criteria:

Criteria	Average score (between 1-3)
A. Texts, including primary sources, are worth reading. Texts reflect the quality of writing that is produced by authorities in the social sciences.	2.79
B. Informational texts and tasks associated with them reflect demands of shifts (citing evidence, building knowledge, text complexity) and standards.	3
C. Assessments and tasks should include purposefully linked passages or questions that allude to other accessible historical texts or sources.	2.5
D. Variety of item types to accurately assess a standard. Students should have the opportunity to write in response to high-quality texts and primary sources.	2.21
E. Items should be designed to elicit direct, observable evidence of the degree to which a student can independently demonstrate the key understandings relative to the demands of the social studies standard(s).	2.54

Shorter artifacts were rated on the EQuIP Task Review Rubric:

Descriptor	Number of Artifacts
E: Most criteria checked	0
E/I: Many criteria checked but could use minor improvements	0
R: Some criteria checked	0
N: Task not recommended for instruction	0

SOCIAL STUDIES

The following tables name artifacts and their 1-3 ratings on Criteria A-F on the social studies assessment criteria, or E-N ratings on the adapted EQuIP task rubric.

	Second Grade Social Studies					
Criterion	1A: Amplify assessment: War of 1812	1B: Amplify Unit: War of 1812	1C: War of 1812 documents	1D: C/C, sequence of events	1E:Amplify assessment: Civil War	1F: Amplify Teacher's Guide: Civil War
A	3	3	3	3	3	3
B	2	2	2	2	2	2
C	3	3	3	3	3	3
D	3	3	3	3	3	3
E	3	3	3	3	3	3

	Second Grade Social Studies		
Criterion	1G: District ELA pacing guide	1H: Amplify T-charts and timeline	1I: Amplify assessment: War of 1812
A	3	3	3
B	2	2	2
C	3	3	3
D	3	3	3
E	3	3	3

	Sixth Grade Social Studies				
Criterion	2A: states and capitals test	2B: Roaring 20's Unit	2C: Weekly lesson plans	2D: written response to video, greek god biopoem, paragraph response to reading	2E: List of supplemental materials used
A	1	1	2	3	3
B	1	1	2	3	3
C	1	1	2	2	NA
D	1	1	2	3	NA
E	1	2	2	3	NA

	Social Studies - World Studies					
Criterion	3A: Semester 1 Final	3B: Lesson slide deck	3C: Syllabus	3D:Google form assessment for origins, foraging, and farming	3E: Unit 2 plan for Our First Organized Religions and Governments	3F: State written scope and sequence
A	2	3	3	3	3	3
B	2	2	1	3	3	3
C	1	2	1	2	3	3
D	1	2	1	1	3	3
E	1	2	1	1	3	3

	Social Studies - World Studies
Criterion	3G: 1 DBQ, one DBQ-style, one written assessment
A	3
B	3
C	3
D	2
E	3

	Social Studies - AP US History					
Criterion	4A:State framework	4B: Exploration and Colonization of the North America Unit Plan	4C: MCQ Exam	4D: French and Indian War Decision Making, Reasons for Revolution, Columbia Exchange Causation	4E: Class Syllabus	4F:Growing Pain: New Nation Unit Plan
A	3	3	3	3	3	3
B	3	3	3	3	3	3
C	3	3	3	3	3	1
D	3	3	3	3	3	2
E	3	3	3	3	3	2

	Social Studies - AP US History	
Criterion	4G:Unit 2 Exam	4H:DBQ, Progress Check, Pretest
A	3	3
B	3	3
C	1	3
D	2	3
E	2	3

SOCIAL STUDIES

The following short descriptions provide additional information on the artifacts ratings.

Second Grade Social Studies	A.	Fifteen artifacts were submitted. Overall, they are appropriate for the grade level. The texts, including primary sources, are engaging and worthwhile. They reflect the high-quality writing typical of experts in the social sciences.
	B.	Artifacts were submitted and are overall grade-level appropriate. The informational texts and their associated tasks align with the instructional shifts, including citing evidence, building knowledge, addressing text complexity, and meeting standards.
	C.	Artifacts were submitted and are overall grade-level appropriate.
	D.	All artifacts are grade-level appropriate, with a variety of item types used to accurately assess the standards. Students have opportunities to write in response to high-quality texts and primary sources.
	E.	All artifacts are grade-level appropriate, with items designed to elicit direct, observable evidence of how well students can independently demonstrate key understandings aligned with the demands of the social studies standards.
Sixth Grade Social Studies	A.	The materials incorporate resources like NewsELA, CNN 10, and Crash Course for Kids, which are engaging and age-appropriate but lack clarity on how they align with higher-level academic writing produced by authorities in the social sciences. Teacher-created materials and worksheets provide additional support but are inconsistent in quality and rigor.
	B.	While materials like NewsELA and CNN 10 offer accessible informational texts, it is unclear how tasks require students to cite evidence or build deeper knowledge. The absence of specific unit plans or examples of aligned activities makes it difficult to assess their rigor and adherence to standards.
	C.	Assessments such as state and capital tests or biographical poems do not clearly incorporate linked passages or connections to historical texts. Some tasks, like paragraph responses, hint at connections to texts but lack explicit ties to historical sources or broader content themes.
	D.	The inclusion of writing responses (e.g., paragraph writing and biographical poems) demonstrates some effort to engage students in written tasks, but these responses are not consistently linked to primary sources or rigorous texts. Greater diversity in assessment types, particularly those tied to authentic sources, would enhance alignment with standards.
	E.	The materials include formative assessments like written responses and biographical poems, which offer some evidence of student understanding. However, the lack of a clear connection to social studies standards and the absence of robust summative assessments limit their ability to demonstrate independent mastery of key concepts.
Social Studies - World Studies	A.	The materials show variability in quality. For example, the use of a world history textbook and a variety of sourced texts suggests efforts to provide credible content. However, reliance on a single textbook or unvetted sources limits consistency in presenting high-quality, authoritative writing in social sciences. The inclusion of diverse texts in one unit plan offers more breadth and depth.
	B.	One unit plan aligns well with state standards and includes tasks like DBQs that emphasize citing evidence and building knowledge. In contrast, the reliance on slides and minimal integration of complex texts in other materials limits their ability to meet these demands effectively.
	C.	Some assessments include tasks like DBQs and articles exploring dictatorships, which effectively link to historical texts. Other assessments, such as multiple-choice tests, lack explicit connections to historical sources and fail to promote deeper exploration of content.
	D.	Certain materials provide a strong variety of item types, including DBQs and hypothetical scenarios (e.g., Hammurabi's dispute resolution). Other materials, like single multiple-choice exams or extensive slide decks, lack diversity in assessment formats and opportunities for written responses tied to primary sources.
	E.	Some assessments (e.g., DBQs and article-based tasks) demonstrate the ability to elicit observable evidence of understanding. However, other materials, like the multiple-choice final exam and limited written assessments, do not effectively capture independent demonstration of key understandings.

Social Studies - AP US History	A. The materials include AP course descriptions and textbooks such as *American Pageant*, which are high-quality and authoritative. These sources provide students with academically rigorous content reflective of college-level social sciences standards. However, the inclusion of teacher-made materials and handouts may vary in rigor. B. Both units integrate tasks that align with standards, including evidence-based responses like ACE (Answer, Cite, Explain) and causation responses. These tasks require students to build knowledge and engage with complex texts. However, the effectiveness of these activities relies heavily on how they are implemented and assessed. C. The materials effectively incorporate linked sources, as seen in tasks like the French and Indian War decision-making exercise and DBQs. These assessments encourage connections to historical texts and require students to synthesize information from multiple sources, meeting this criterion well. D. There is a strong variety in the assessment types, including DBQs, ACE responses, causation tasks, and multiple-choice exams. These formats provide a comprehensive approach to assessing student understanding while integrating writing and analysis of primary sources. E. The materials include well-structured assessments like DBQs and causation responses, which effectively elicit evidence of independent understanding. However, reliance on multiple-choice exams in some units may limit opportunities for students to demonstrate deeper, analytical thinking.

SOCIAL STUDIES

RECOMMENDATIONS:

Based on focus group conversations, survey data, and curriculum materials submissions, the following content-specific steps are recommended:

1. Adopt a Dedicated, Standards-Aligned K–12 Social Studies Curriculum

Implement a comprehensive, inquiry-based curriculum aligned to the Illinois Social Science Standards. This curriculum should include Civics, Geography, History, and Economics across all grade bands and provide vertical alignment to ensure student readiness from elementary through high school.

> *"We use [CKLA Knowledge] for social studies because we don't have a social studies curriculum… even though [the topics] don't align with the standards."* —Elementary Teacher

2. Protect Instructional Time for Social Studies in K–6

Create designated instructional blocks for social studies in elementary grades to ensure students receive consistent exposure to grade-level content. This includes scheduling time outside of ELA to focus specifically on social studies standards.

> *"There's not enough time in the day… social studies ends up being squeezed out."* —Elementary Teacher

3. Build Shared Curriculum Maps and Resource Libraries

Develop centralized curriculum maps and a shared digital library with pacing guides, vetted lessons, and instructional materials to reduce duplication of work and ensure consistent instructional quality across sites.

> *"We're all building things separately. Seven schools are creating seven versions of the same thing."* —Elementary Teacher

4. Strengthen Support for Diverse Learners in Social Studies

Adopt curricular materials that include built-in supports for English Learners and students with disabilities. Provide professional development and co-teaching structures to help all students access and engage with content.

> *"I use Google Translate and hope for the best."* —Elementary Teacher

5. Invest in Social Studies-Specific Collaboration and Professional Development

Provide regular, structured collaboration time for social studies teachers and professional learning focused on inquiry, primary sources, and civic engagement. Prioritize PD that supports instructional strategies specific to the discipline.

> *"PD is never about social studies… we don't get time to talk about our content."* —Secondary Teacher

HEALTH & PE

The following are notes regarding Scopes and Sequences, and/or Curriculum Maps, for the analyzed courses.

Junior High PE	Edison Scope and Sequence included standards along with a document listing focus topics for each quarter. Washington: included topics for each quarter along with standards.
High School Health	The district provided a document including 7 Units of study for the one semester health course. According to standard 22A, students will demonstrate basic procedures in injury prevention and emergency care that can be used in the home, workplace, and community which is Unit 7.; however, another part of 22A is, students will compare and contrast communicable, chronic and degenerative illnesses which is not listed in the Unit overview document. This standard is listed in the GOals and Standards list as a Unit of study but it is not listed. The GOals and Standards document also has not RIMSD Units of Study/Skills listed for 22C.4a. It is unclear when this standard will be covered.

HEALTH & PE

Sample unit plans, when available, were analyzed according to criteria derived from the analysis tools noted.

Junior High PE	Edison Basketball U1 Outline:Plan lists focus for 8 days of unit; however, the impact of skills on a game are unclear as is the coherence between individual skills. The Unit plan does not list standards to be addressed nor objectives. Washington Unit Plan:The unit plan identifies focus and duration; contains Essential Elements; missing standards
High School Health	N/A

HEALTH & PE

For all Health and PE artifacts, Insight adapted the EQuIP Task Review Rubrics. This rubric assesses standard alignment, attention to teaching strategies and literacy strategies, and implementation support. Insight rated these artifacts with the following descriptors:

E	Most criteria checked
E/I	Many criteria checked but could use minor improvements
R	Some criteria checked
N	Task not recommended for instruction

Descriptor	Number of Artifacts
E: Most criteria checked	5
E/I: Many criteria checked but could use minor improvements	5
R: Some criteria checked	2
N: Task not recommended for instruction	0

HEALTH & PE

The following tables name artifacts rated on the EQuIP Task Review Rubrics that Insight adapted to assess the Health/PE artifacts. This rubric assesses standard alignment, attention to teaching strategies and literacy strategies, and implementation support. Insight rated these artifacts with the following descriptors:

E	Most criteria checked
E/I	Many criteria checked but could use minor improvements
R	Some criteria checked
N	Task not recommended for instruction

	Junior High PE							
	A. Edison Basketball U1 Outline	B. Edison Dribbling	C. Edison Layups	D. Edison R & L handed layup	E. Edison Football review/test	F. Edison Goals/Standards	G. Edison FITT Quiz /HR Quiz	H. Edison Volleyball
Rating	R	E/I	E/I	E/I	R	E	E	E

	Junior High PE		High School Health	
	I. Washington Pre/Post	J. Washington Quizzes	RIHS Health	RIMSD Health and PE Goals
Rating	E	E/I	E/I	E

HEALTH & PE

The following short descriptions provide additional information on the artifacts ratings.

Junior High PE	A. Impact of skills on a game unclear; coherence between individual skills unclear B. Clearly engages students in skill, no evidence of scaffolding/ checks for understanding/ connection to prior knowledge C. Specific tasks listed; excludes opportunities for differentiation, lack of connections to prior learned skills and how they build upon each other D. Assessment criteria for layups E. Review is comprehensive of key points in game of football which are reflected in test; Assessment at lowest DOK level. No required extended thinking nor reasoning required F. Standards and Unit submitted align to state standards and RIMSD Units of study G. Quizzes are multiple choice assessing knowledge of FITT and Heart rate H. Open ended question where teacher calls out a court area and students move to area I. Assessment identifies standards and DOK levels progress throughout the test J. Quizzes:Football and Volleyball both multiple choice assessing basic knowledge of each sport
High School Health	A. List of unit topics B. State standards with RIMSD topics

RECOMMENDATIONS:

Based on focus group conversations, survey data, and curriculum materials submissions, Insight recommends the following content-specific steps:

1. Establish a Clear, Standards-Aligned PE and Health Curriculum

Adopt or develop a comprehensive PE and Health curriculum aligned to state standards, with vertically aligned outcomes across grade levels. Ensure both subject areas receive dedicated instructional time and are not deprioritized due to scheduling constraints.

RIMSD should begin by reviewing the Illinois standards and comparing them against existing content scope and sequences to identify gaps in coverage. Teachers would benefit from working in cross-campus teams to draft or select comprehensive curriculum materials. Once alignment is established, the district should communicate clear expectations for implementation across all schools.

> *"Health is squeezed out due to time. Sometimes we just do what we can." —Middle School Teacher*

2. Strengthen Junior High PE Curriculum Through Standards and Common Assessments

Currently, Junior High PE is not supported by district-issued high-quality instructional materials. To strengthen this area, RIMSD should convene junior high PE teachers to analyze state standards and co-develop a shared scope and sequence. This should include quarter topics, aligned standards, and clear checks for understanding—using both physical demonstrations and written assessments.

Recommended actions include hosting collaborative planning sessions for JH PE teachers to unpack standards and align instruction; creating a district-wide scope and sequence with defined units, pacing, and topics; developing common formative and summative assessments; and setting expectations for individual checks for understanding during physical activities.

> *"We need to be more aligned across the board with what we're teaching and assessing." —Junior High PE Teacher*

3. Revisit High School Health Goals, Standards, and Course Structure

Review the semester-long Health course to ensure full alignment with Illinois Health standards. Develop a detailed scope and sequence that outlines timelines, topics, standards, and common assessments to ensure consistency across classrooms.

This can be achieved by mapping the current course against state standards to identify areas that need additional attention. RIMSD should engage Health teachers in revising the course structure, refining unit plans, and designing common assessments that monitor student progress and standard coverage.

> *"We're not sure we're hitting everything that's expected in one semester." — 6-12 Health Teacher*

4. Provide Systemic Support for Health and PE Curriculum, Materials, and Facilities

District leadership should prioritize support for Health and PE programs by addressing gaps in instructional materials, equipment, and facility access. Adequate resources and planning time are essential to delivering high-quality instruction and ensuring equitable student experiences.

RIMSD should begin by conducting an inventory of current Health and PE equipment and facilities across all schools. Based on findings, create a prioritized investment plan to address critical needs—such as gym space, locker rooms, and activity-specific equipment. Additionally, provide teachers with access to vetted curriculum resources and collaborative planning tools. Finally, ensure regular, structured collaboration time for Health and PE teams to support planning and continuous improvement.

> *"We don't have the equipment or space we need—it makes it hard to run the kind of program students deserve." — PE Teacher*

WORLD LANGUAGES

The following are notes regarding Scopes and Sequences, and/or Curriculum Maps, for the analyzed courses.

German I	The German I curriculum placemat provides a basic structure for instruction, outlining topics and grammatical concepts to be covered each quarter. It includes thematic units, vocabulary topics, and some grammatical points, suggesting a progression of learning throughout the year. The inclusion of IPAs (Integrated Performance Assessments) offers opportunities for students to demonstrate their learning. However, the placemat lacks detail regarding specific learning objectives, suggested activities, and assessment strategies. While it identifies the content to be covered, it doesn't articulate the skills students are expected to develop or how their understanding will be measured. The connection between the listed topics and broader learning goals is unclear. Overall, the placemat provides a general overview but requires significant expansion to serve as a robust curriculum guide.
German II	The German II curriculum placemat outlines topics and grammar for the year, progressing from a review of Level 1 material to more complex grammar and vocabulary in Level 2. It includes thematic units like vacation, health, living situations, and free time, suggesting a context for language learning. The placemat also incorporates IPAs, offering opportunities for students to demonstrate their language skills. However, like the German I placemat, it lacks specific learning objectives, detailed activities, and assessment strategies. While the content is identified, the placemat doesn't articulate the specific skills students should develop or how their understanding will be measured. The connection between topics and broader learning goals remains unclear. Overall, this placemat provides a general overview of the year's content but requires significant expansion to be a useful instructional guide.
Spanish I	The Spanish I scope and sequence offers a solid foundation for instruction, aligning with state standards and emphasizing communication skills. It incorporates cultural learning and suggests varied activities to engage diverse learners, including differentiation strategies like tiered performance tasks. The framework emphasizes ongoing assessment and includes common formative assessments with various question types. However, some areas require further development. While the resource demonstrates clear standards alignment and a focus on communication and culture, learning outcomes could be more specific and measurable. The connection between depth of knowledge questions and learning activities could be stronger, and performance task descriptions could be more concise. Overall, this resource provides a strong starting point for Spanish I instruction, but further refinement in these areas would enhance its effectiveness.
Spanish II	The Spanish II scope and sequence provides a foundation for instruction, aligning with state standards and focusing on communication skills. It incorporates cultural learning and suggests varied activities to engage diverse learners, including differentiation strategies like tiered performance tasks and RTI considerations. The framework emphasizes ongoing assessment and includes common formative assessments, though the alignment between depth of knowledge questions, activities, and assessments could be strengthened. However, some areas require further development. Learning outcomes could be more specific and measurable, and performance task descriptions could be more concise and provide more detail about scaffolding and instruction. While the framework addresses many key elements for second-year Spanish instruction, further refinement in these areas, particularly regarding alignment and specific learning outcomes, would significantly enhance its effectiveness. Overall, this resource offers a good starting point but needs additional work to reach its full potential.

WORLD LANGUAGES

Sample unit plans, when available, were analyzed according to criteria derived from the analysis tools noted.

German I	The German I unit plan for "Hallo, ich heiße …" offers a basic framework for introductions and fundamental vocabulary, covering greetings, names, ages, possession, the alphabet, numbers, and "W" questions. While it suggests interactive learning through partner work and diverse materials (textbook, songs, videos, Google Slides), the plan lacks key details. It doesn't specify measurable learning objectives, assessment strategies beyond two quizzes, connections to state/ACTFL standards, differentiation for learners, cultural integration beyond greetings, or strategies for developing communicative competence. While the listed activities on the "placemat" are a starting point, the plan needs significant development for effective instruction and assessment.
German II	The German II unit plan for "Endlich Ferien!" focuses on vacation vocabulary and planning, covering destinations, prepositions, activities, weather, directions, and past vacations. While it suggests varied instruction through textbook activities, collaborative learning, and multimedia resources, the plan lacks key details. It doesn't articulate specific learning objectives, assessment strategies beyond one quiz, connections to state/ACTFL standards, differentiation for learners, cultural comparisons, or strategies for developing communicative competence. While offering a general topic and related activities on the "placement," the plan needs significant development for effective instruction and assessment.
Spanish I	The Spanish I unit plan for Lesson 1B, "El mundo hispanohablante, Saludos y despedidas, ¿Qué hora es?," targets 9th-12th graders and spans 7-9 weeks. It focuses on greetings and farewells, telling time, and formal/informal address, aligning with state goals related to comprehension, conversation, pronunciation, and language comparison. The plan incorporates numbers 0-100, time-telling rules, and cultural context, aiming for students to understand number patterns, time expression, and the nuances of Spanish greetings. Activities include games and partner practice. Assessment is tiered, ranging from basic recall to complex dialogue creation, and utilizes various question types (multiple-choice, open-ended, interactive, evidence-based). The plan includes recommended texts, close reading activities, and suggested performance tasks with RTI considerations. However, the unit plan could benefit from more explicit connections to the ACTFL standards, a deeper exploration of cultural connections, and a clearer articulation of how the chosen activities strategically build communicative competence and address the essential questions at each DOK level. The common formative assessments, while mentioned, lack specific examples of the interactive question types. Overall, the plan provides a foundation but requires further development to ensure robust instruction and targeted assessment of communicative proficiency.
Spanish II	The Spanish II unit plan for Lesson 6B, "La casa de Julien," focuses on house vocabulary, stem-changing verbs, and expressing wants and needs using *querer* and *gustaría*. It outlines daily activities, including textbook exercises, games, discussions, and vocabulary review using Quizlet. The plan incorporates cultural elements through "Cultura Viva" readings and aims to develop communicative skills through dialogues and sentence construction. It also addresses grammar points like *tener* expressions, the difference between *pedir* and *preguntar*, and E→I stem-changing verbs. However, the unit plan has several weaknesses. While it lists daily activities, it lacks specific, measurable learning objectives and detailed assessment criteria beyond quizzes and a test. The connection to broader state and ACTFL standards is implied but not explicitly stated. Differentiation for diverse learners is not addressed, nor are specific strategies for developing communicative competence beyond practice activities. While the plan includes a variety of activities, the rationale for their selection and how they contribute to specific learning outcomes is unclear. Overall, the unit plan provides a general schedule of activities but needs substantial development to ensure effective instruction and comprehensive assessment.

WORLD LANGUAGES

For all World Languages artifacts, Insight adapted the EQuIP Task Review Rubric. It assesses standard alignment, attention to reading and writing, and attention to speaking and listening. Insight rated these artifacts with the following descriptors:

E	Most criteria checked
E/I	Many criteria checked but could use minor improvements
R	Some criteria checked
N	Task not recommended for instruction

Descriptor	Number of Artifacts
E: Most criteria checked	1
E/I: Many criteria checked but could use minor improvements	9
R: Some criteria checked	7
N: Task not recommended for instruction	0

WORLD LANGUAGES

For all four World Languages (German I-II & Spanish I-II) artifacts, Insight adapted the EQuIP Task Review Rubric. It assesses standard alignment, attention to reading and writing, and attention to speaking and listening. Insight rated these artifacts with the following descriptors:

E	Most criteria checked
E/I	Many criteria checked but could use minor improvements
R	Some criteria checked
N	Task not recommended for instruction

The following tables names artifacts and their E-N ratings on the adapted EQuIP task rubric.

	German I				German II		
	End of Unit Assessment: Quiz 1-1	Formative Assessment: Matching Languages and Countries	Formative Assessment: Question about How You're Doing	Formative Assessment: Class Schedule Interview	End of Unit Assessment: Kapitel 13 Quiz	Formative Assessment: Question of the Day (Birthdays)	Formative Assessment: Warm-up about Shopping Hours
Rating	E/I	E/I	R	E/I	E/I	R	E/I

	German II	Spanish I					Spanish II
	Formative Assessment: Sentence Building Activity	End of Unit Assessment: Chapter 1B Test	Clocks Assignment	Lec Assignment	Spanish Time Exit Slip	Time Quiz	End of Unit Assessment: Lesson 6B
Rating	E/I	E/I	R	R	R	E/I	E

	Spanish II		
	Formative Assessment: 6B House Quiz	Formative Assessment: E to I Stem Changer Quiz	Formative Assessment: Tener Expression Quiz
Rating	R	E/I	R

WORLD LANGUAGES

The following short descriptions provide additional information on the artifact ratings.

German I	Overall, the German I assignments presented target relevant vocabulary and grammar structures for novice learners, but they tend to over-rely on memorization and controlled practice, limiting the opportunities for spontaneous communication and authentic language use. The activities lack contextualization and integration of skills, hindering their ability to fully assess communicative competence. For example, although the interview format and open-ended question creation show some potential for promoting interaction, the absence of clear assessment criteria and limited focus on pronunciation and fluency further restrict their effectiveness. With revisions to incorporate more interactive tasks, authentic contexts, and a broader range of language functions, these assignments could be strengthened to better align with contemporary language pedagogy and the Illinois State standards..
German II	Overall, the German II assignments presented demonstrate a similar trend of targeting relevant vocabulary and grammar for intermediate learners, but with continued limitations in fostering spontaneous communication and authentic language use. While the activities show some progression in complexity compared to German I, they still often lack contextualization and deeper integration of skills, hindering a comprehensive assessment of communicative competence. For example, the "Sätze bauen" activity, while practicing the imperfect tense, relies heavily on manipulating isolated sentences. Similarly, the "Aufwärmung" activity, despite touching on cultural knowledge, does not require any German language production. Although some activities offer a degree of interaction, the absence of clear assessment criteria and consistent focus on pronunciation and fluency restrict their overall effectiveness. To better align with contemporary language pedagogy, the German II curriculum could be enhanced by incorporating more interactive tasks, authentic contexts, and performance-based assessments that provide opportunities for students to demonstrate their communicative proficiency.
Spanish I	The Spanish I materials effectively target foundational skills, covering listening, reading, writing, and basic communication, which is crucial at this level. The diverse activities, from number recognition to simple conversations and a reading passage, provide a well-rounded assessment of core concepts. However, the materials could be strengthened by incorporating more spontaneous language production and interactive communication, moving beyond discrete skill assessment. While the current format is a solid base, it would benefit from greater emphasis on real-world application. Expanding open-ended questions and incorporating interactive activities like pair work would develop fluency and confidence. Enriching the cultural component with authentic materials and diverse perspectives would enhance engagement. Finally, including an oral component to assess pronunciation and fluency would provide a more comprehensive evaluation of communicative competence. These enhancements would better prepare students for real-world use and align more closely with contemporary pedagogy and the Illinois State Spanish standards.
Spanish II	The Spanish II assignments emphasize communicative activities and a range of language functions, yet could be improved by fostering more spontaneous language use and authentic contexts. While interactive elements and integrated skills are present, opportunities for truly unrehearsed communication and real-world application are sometimes lacking. For example, the "Lesson 6B test," while covering various proficiency aspects, could benefit from more open-ended tasks and personalized responses to showcase communicative skills in a less structured way. Though cultural elements are included, connections to authentic cultural practices could be stronger. Further revisions incorporating spontaneous speaking and writing, authentic resources, and performance-based assessments would better foster communicative competence, prepare students for real-world use, and align more effectively with contemporary pedagogy and the Illinois State Spanish standards.

WORLD LANGUAGES

RECOMMENDATIONS:

Based on focus group conversations, survey data, and curriculum materials submissions, Insight recommends the following content-specific steps:

1. Modernize World Language Curriculum and Resources to Align with Current Standards
Replace outdated textbooks and materials with current, research-based resources that emphasize communicative competence, cultural integration, and authentic language use. Simultaneously, develop or adopt a comprehensive curriculum map that aligns with ACTFL and state standards, moving away from a reliance on obsolete textbooks.

"Our textbooks are 17 years old. Pages are missing in textbooks, facts are outdated…Student workbooks are no longer purchased. We now longer have access to an online format or materials. We only have enough books for a class set for each teacher."—Secondary Teacher

2. Enhance Technology Integration for Authentic Language Practice and Assessment
Invest in technology-based language learning tools, such as language lab software or online platforms, to facilitate listening and speaking practice in alignment with Illinois State Standard. These tools will facilitate crucial practice, providing access to resources that enable students to record and assess their oral proficiency will address the challenges of limited class time and large class sizes.

"It would be great we have headphones and the kids all have laptops. If we could have a language lab that coincides with a textbook, that would be amazing, that they can record themselves speaking and hear themselves and maybe have questions and answer. You know, with a class of 31 I can't get to each student."—Secondary Teacher

3. Strengthen Curriculum Alignment and Differentiation to Meet Diverse Learner Needs
Develop specific, measurable learning objectives for each course, ensuring clear distinctions between levels (e.g., Spanish I and II, German I and II). Implement differentiation strategies to support diverse learners, including EL students and those with varying proficiency levels, while also identifying and supporting students ready for advanced coursework like AP Spanish.

"I think the way we've dealt with diverse learners is really, that's where we've probably found or created materials on our own, because there is nothing with the textbook materials really that diverse."—Secondary Teacher

4. Provide Targeted Professional Development and Collaboration Opportunities for World Language Educators
Offer professional development focused on contemporary language pedagogy, including communicative language teaching, cultural integration, and effective assessment strategies. Facilitate ongoing collaboration among world language teachers, such as quarterly workshops and monthly collaborative planning session, to share best practices, align curriculum, and address common challenges.

"I think we do a pretty good job of of communicating with each other now in the collaboration of making sure we're at the same pace, you know, we're using the same assessments and those kind of things. I, for me personally, just think learning what's what's the newest research in world language, and staying up to date with that, especially if we get a new textbook and so on. I think there's probably going to be a lot of stuff in there that maybe we haven't done before. And so it's all new learning for us."—Secondary Teacher

VISUAL PERFORMING ARTS

The following are notes regarding Scopes and Sequences, and/or Curriculum Maps, for the analyzed courses.

Junior High Music	The music deconstructing template for junior high, Grade 8, includes a list of standards, followed by what appears to be a direct copy from the state guide that breaks down these standards. However, no additional information or supporting details are included in the template.
High School Art Forms	In *Art Forms* Semester One, Quarters One and Three, each unit of study includes a "big idea," a suggested number of weeks for completion, and alignment with priority and supporting standards. The units also outline essential learning outcomes and essential questions based on Webb's Depth of Knowledge framework, with all four levels explained. Additionally, each unit includes a common formative assessment question as well as a performance task outline with RTI options, however, this plan is very brief and offers only suggestions rather than fully developed assessments. The unit plans also incorporate RTI (Response to Intervention) considerations, including specific adjustments for English Language Learners (ELLs), Students with Disabilities (SWDs), as well as struggling readers and writers.

VISUAL PERFORMING ARTS

Sample unit plans, when available, were analyzed according to criteria derived from the analysis tools noted.

Junior High Music	None provided.
High School Art Forms	The scope and sequence for *Art Forms* Semester One, Quarters One and Three, provides detailed plans for each unit of study. Each unit includes a "big idea" to guide instruction, a suggested number of weeks for completion, and alignment with priority standards and supporting standards. Essential learning outcomes and essential questions are also provided, based on Webb's Depth of Knowledge framework, with all four levels thoroughly explained. Each unit features a common formative assessment plan; however, the plan is brief and includes only suggestions rather than fully developed assessments. RTI (Response to Intervention) considerations are incorporated into each unit, including specific adjustments for English Language Learners (ELLs), Students with Disabilities (SWDs), struggling readers, and struggling writers. This structure ensures comprehensive planning while addressing diverse student needs.

VISUAL ARTS

RECOMMENDATIONS:

Based on focus group conversations, survey data, and curriculum materials submissions, the following content-specific steps are recommended:

1. Curriculum and Instruction
Establish a vertically aligned 6–12 visual and performing arts curriculum aligned to National and Illinois Arts Learning Standards. This includes scope and sequence documents, shared assessments, and clear learning outcomes. For music, update outdated band curriculum documents to reflect current state standards. Performance-based assessment models should be supported across disciplines.

> *"Most of the band curriculum documents were written by previous directors… they reflect the old National Standards, not the new ones."* —Junior High Band Teacher

2. Resources and Facilities
Modernize visual and performing arts learning environments to support studio work and performance instruction. Priorities include functional furniture, updated lighting, technology integration, quality art materials, and adequate instrument storage and repair resources.

> *"The furniture in this room has been here since the '60s… I have to cut cardboard to create a good drawing surface."* —High School Art Teacher

3. Establish Structured, Discipline-Specific Collaboration and Leadership Across Schools
Designate lead teachers for each arts discipline and establish structured, quarterly collaboration time across schools and grade bands. Leadership should support cross-site curriculum alignment, shared resources, and smoother student transitions.

> *"If we do have a lead teacher, it hasn't been communicated to me—I don't know who that is."* —Junior High Art Teacher

4. Program Engagement and Visibility
Increase opportunities for students to showcase work and participate in joint events across grade levels. Strengthen community visibility through exhibitions, performances, and outreach. Collect student and family feedback to guide programming.

> *"It would be really wonderful if [junior high students] had a day trip to come up and see what it's like."* —High School Art Teacher

PART III

GAP ANALYSIS AND ACTION PLAN FOR PRIORITY IMPROVEMENT INITIATIVES

GAP ANALYSIS AND ACTION PLAN FOR PRIORITY IMPROVEMENT INITIATIVES

The Gap Analysis phase aims to understand the barriers between the current conditions and the ideal outcomes.

This phase consisted of fourteen hours of interviews with several different groups of stakeholders. Insight analyzed the contributions of participants for common trends that would yield priority actions the district should undertake to improve curriculum.

The data and evidence gathered from Curriculum Review and Gap Analysis were used to generate the suggested next steps in this report.

We hope the findings and recommendations in this report can serve as a springboard to the planning phase. We are so grateful for the opportunity to partner with you and look forward to supporting you on this journey in service of students.

Expand school-based instructional coaching program.

The curriculum survey, most content-area Focus Groups, and most district administrator and school leader groups,mentioned the necessity of school-based instructional coaches. Given the recent adoption of high-quality instructional materials in both ELA and math, the role of 1:1 and group coaching (e.g., in PLCs–see the recommendation on pg. 99) becomes all the more critical.

We know that there are large, positive effects of coaching on teachers' instructional practice[1]. We also know that frequent, high-quality observations and resulting meaningful feedback are among the most effective ways to promote educator efficacy[2]. And yet more research suggests that coaching will not only increase the likelihood that educators adopt new teaching practices, but they will do so with a higher degree of quality as compared to their counterparts who do not receive coaching support following professional development. "Thus, when school-based professional development is also supported by coaching, improved student achievement is more likely"[3].

The larger implication of this collection of research is that coaching support leads to lasting change in buildings that supersedes program and practice initiatives. Research indicates that effective coaching structures create a collaborative culture wherein the majority of staff takes ownership and responsibility for leading and applying improvement efforts in teaching and learning.

To build this lasting change, and to create a district-wide culture in which *everyone* – not just those who "need" it – gets a coach, it is recommended that the current Instructional Coaching program be expanded district-wide. These coaches would build on the work of the current Instructional Coaches. Their duties would include supporting teachers by collaboratively planning through the district's high-quality instructional materials, coaching them towards goals defined by their school's and district's instructional priorities, leading PD, and facilitating PLCs. Each teacher would, at least once a year (more if needed), engage in at least one coaching cycle with a school-based Instructional Coach. As any school-based Instructional Coach or Coaches may not be able to coach all staff at the school, members of the school's Instructional Leadership Team (ILT) and teacher leaders would share in coaching duties.

[1]Kraft, M., Blazar, D., & Hogan, D. (2018, August). "The effect of teacher coaching on instruction and achievement: A meta-analysis of the causal evidence."
[2]Jacob, A., Vidyarthi, E., & Carroll, K. (2012). The irreplaceables: Understanding the real retention crisis in America's urban schools. TNTP. http://tntp.org/assets/documents/TNTP_irreplaceables_2012.pdf
[3]Cornett, Jake & Knight, Jim. (2009). Research on Coaching. Coaching: Approaches and perspectives.

Conduct inventory and survey of all HS curriculum materials, preserving curriculum maps and materials that are standards-aligned, and removing anything below grade-level, obsolete, or incomplete.

Across the district, staff have noted that curriculum materials vary widely in quality, alignment, and consistency. In some cases, teachers rely on outdated textbooks or piece together resources on their own due to gaps in district-provided materials. In others, materials have been modified or replaced without a clear review process, leading to questions about rigor and standards alignment. This inconsistency makes it difficult to ensure all students—regardless of school or subject—are receiving high-quality, grade-level instruction.

Key Challenges Identified

- Inconsistent use of curriculum materials across departments and courses
- Lack of oversight or common guidance for high school curriculum practices
- Use of outdated resources and increased reliance on teacher-created content
- Potential reduction in rigor due to informal modifications of materials
- Uncertainty around standards alignment and instructional consistency

Supports and Actions

- Inventory all curriculum materials currently in use at the high school level
- Survey teachers to identify which resources are used regularly and how they are perceived
- Evaluate materials for relevance, standards alignment, and instructional quality
- Remove or phase out obsolete, below-grade-level, or incomplete materials
- Preserve and organize high-quality curriculum maps and aligned instructional resources
- Use findings to guide future curriculum adoption, professional development, and planning

Launching a comprehensive curriculum alignment initiative across high schools will foster greater consistency, encourage the adoption of standards-aligned resources, and ensure all students have equitable access to rigorous, modern instruction.

Provide opportunities for school leaders to attend professional learning and development on the integration of standards, high-leverage teaching strategies, and the district's high-quality instructional materials in ELA and math. Additionally, empower them to be even stronger instructional leaders of their campuses by creating more opportunities for them to attend professional learning alongside their teachers.

The curriculum survey, all focus groups (teachers and administration alike), and artifact analysis indicate that school leaders across the district bring varying levels of instructional expertise to their roles. This impacts their ability to guide curriculum implementation, support teacher planning, and lead effective PLCs. Teachers and instructional staff consistently pointed to differences in how curriculum is rolled out and supported from one building to another, often depending on the principal's familiarity with the content and instructional expectations.

Teachers also expressed a need for stronger alignment and support related to curriculum resources, pacing, and the integration of standards. These concerns, paired with limited time for collaboration and a lack of shared leadership learning, make it difficult to create coherence across schools.

Key Challenges Identified

- Inconsistent instructional leadership capacity across buildings
- Limited opportunities for school leaders to engage in curriculum-focused professional learning
- Variation in curriculum implementation and support
- Contractual limits on available time for professional learning and collaboration

Supports and Actions

- Include school leaders in curriculum trainings and collaborative learning opportunities with their teachers
- Provide targeted leadership development focused on standards, high-leverage strategies, and instructional materials
- Strengthen collaboration between curriculum staff and school leaders to ensure alignment
- Create flexible structures for leadership learning that respect contractual time constraints
- Clarify the role of administrators in supporting and monitoring curriculum implementation

By investing in intentional and accessible professional learning for school leaders, the district can build a more consistent instructional foundation across all campuses—benefiting both educators and students.

Create more opportunities during PLCs within the school day for structured and sequenced collaborative planning, student work analysis, and assessment practice alignment.

Providing embedded, purpose-driven time for PLCs strengthens instructional coherence, fosters a shared understanding of student learning expectations, and promotes equity across classrooms. When teachers have regular opportunities to engage in deep collaboration—particularly around student performance data and assessment design—they can better respond to student needs and support academic growth.

To ensure sustainability and maintain strong labor-management relations, this recommendation is intentionally designed to repurpose existing professional time rather than add to teacher workload. Alignment with union agreements is essential; therefore, close collaboration with union leadership is recommended from the outset to co-design the structure, clarify expectations, and promote shared ownership. This partnership-centered approach helps ensure that PLCs are both high-impact and contractually sound.

Key Challenges Identified

- Limited dedicated time for collaboration within the school day
- Variability in PLC structure and effectiveness across schools and teams
- Concerns around workload creep and contractual time constraints
- Lack of consistency in assessment practices and expectations
- Need for capacity-building in facilitation and data-driven decision-making

Supports and Actions

- Partner with union leadership to co-design PLC structures and expectations
- Protect time for PLCs using existing early-release days or common planning periods
- Provide coaching and tools to support consistent, high-quality collaboration
- Offer professional learning on facilitation, assessment, and data use
- Pilot and refine improved PLC models, using feedback and instructional data to guide next steps

For each content area without a curriculum map, create or adopt maps that thoroughly address or integrate the Illinois Learning Standards. Creation or adoption of new maps may result in the establishment of curriculum materials adoption committees to vet and choose High-Quality Instructional Materials (HQIM) and the preserving of time in school schedules to adequately teach those standards.

Curriculum maps are essential tools for ensuring consistent, standards-aligned instruction across classrooms and grade levels. When maps are missing, outdated, or not clearly aligned to current standards, it becomes difficult to provide equitable learning experiences for all students. Teachers across the district have reported using a wide range of materials—some aligned, some outdated, and some created out of necessity due to gaps in district-provided resources.

Focus group discussions and survey responses reveal that this inconsistency is widespread across content areas and grade bands. Teachers often rely on self-created pacing guides or materials that have not been formally reviewed, resulting in unclear expectations, uneven instructional rigor, and a lack of vertical alignment. Many educators expressed a desire for clearer guidance, more relevant materials, and time in the schedule to teach the full breadth of required standards.

Key Challenges Identified

- Absence of standards-aligned curriculum maps in multiple content areas
- Reliance on outdated textbooks or teacher-created pacing guides
- Gaps in vertical alignment and inconsistent use of instructional materials
- Uncertainty about curriculum expectations and resource use
- Limited time in school schedules to adequately teach certain content areas

Supports and Actions

- Develop or adopt curriculum maps for all content areas not currently aligned to Illinois Learning Standards
- Establish adoption committees to review and select high-quality instructional materials
- Ensure materials support diverse learners and include both digital and print formats
- Provide training to help teachers implement new maps and resources effectively
- Protect time in schedules for teaching standards and for teacher collaboration

This focused approach will help ensure that all classrooms are supported by clear guidance, aligned materials, and the time needed to deliver strong instruction.

Provide additional training and resources that general education teachers need to effectively support English Language Learners in their classrooms.

As approximately 16% of RIMSD's learners are classified as English Language Learners, it is imperative that professional learning, ongoing support and feedback, and access to resources be provided consistently for all RIMSD staff. The curriculum survey, all focus groups (teachers and administration alike), and artifact analysis suggest that all teachers–general education, special education, and ELL-certified, should be provided consistent training and support on:

- How to write and assess language acquisition objectives in addition to content objectives.
- WIDA standards
- Understanding English language proficiency levels
- Appropriate expectations for ELL students
- How to use EL components within existing curriculum materials

Ideally, training goes beyond designated PD Days, but instead is a frequent topic in reliable PLCs facilitated by Instructional Coaches (or, alternately, ELL-certified building-level or district staff).

In addition to training, staff also need access to and consistent training with the following resource types:

- Strategies from platforms like Elevation that work for both ELL and general education students
- Visual supports and adapted workbooks
- Technology tools like Lexia English
- Access to EL-endorsed teachers for consultation

Consistent training and reliable access to ELL-focused resources yields attention to a few key focus areas:

- Learning how to scaffold lessons
- Connecting content objectives with language objectives
- Building background vocabulary
- Understanding how to support students at different language acquisition stages

The district is already working with a local university to provide EL certification for general education teachers, which will help address these training needs. That said, the goal is to increase teachers' confidence and toolbox for supporting ELL students within their classrooms.

Implement strategies to provide more dedicated, protected time for special education and general education teachers to collaborate and support students in the general education setting.

Per the previous recommendation on creating more opportunities during PLCs within the school day for collaborative planning, special attention should be paid to dedicating more of this time for general education and special education teachers to co-plan for *all* students together.

RIMSD's population of students with IEPs is approximately 18%, which makes it all the more important to understand, believe, and structuralize the statement that students with IEPs are everyone's students.

Some suggested district-wide next steps to structuralize this statement include:

1. Designate specific PLCs within the school day, especially for elementary and junior high levels where scheduling is more flexible, as SpEd/GenEd collaborative planning PLCs.

   Designating these structured meetings creates opportunities where special education and general education teachers can discuss specific student needs, review student data together, share successful instructional practices, and plan co-teaching approaches for all students. Designating these collaborative sessions in shorter, more frequent formats (e.g., one biweekly PLC for 20-30 minutes), may yield sessions that focus on student needs rather than compliance, and with an emphasis on skill deficit interventions and support strategies.

2. At least quarterly, designate a PLC to prioritize in-building, cross-departmental conversations, such as having ELA teachers meet with science and social studies teachers to discuss reading strategies and comprehension techniques.

3. Finally, insist on a district-wide expectation that this type ofSpEd/GenEd professional development and collaborative planning is mandatory, not optional.

These recommendations put the district on a path towards a systematic approach that breaks down existing barriers between special education and general education teachers, fostering a more integrated support model for students.

PART IV
APPENDIX

APPENDIX

p.	I.	EQuIP Rubric for Lessons and Units – ELA (achieve.org)
p.	II.	EQuIP Task Review Rubric – ELA (achieve.org)
p.	III.	Assessment Evaluation Tool – ELA (achievethecore.org) *Non-negotiables 1 and 2 only. Remainder of tool can be found at https://achievethecore.org/page/1825/assessment-evaluation-tool
p.	IV.	EQuIP Rubric for Lessons and Units – Mathematics (achieve.org)
p.	V.	EQuIP Task Review Rubric – Mathematics (achieve.org)
p.	VI.	Assessment Evaluation Tool – Mathematics (achievethecore.org) *Non-negotiables 1 to 3 only. Remainder of tool can be found at https://achievethecore.org/page/1825/assessment-evaluation-tool
p.	VII.	EQuIP Rubric for Lessons and Units – Science (achieve.org) *Category I: NGSS 3D Design only. Remainder of tool can be found at https://www.nextgenscience.org/resources/equip-rubric-science
p.	VIII.	NGSS Science Task Prescreen (nextgenscience.org)
p.	IX.	Criteria for Procuring and Evaluating High-Quality and Aligned Science Summative Assessments (nextgenscience.org) *Overview of science alignment criteria only. Remainder of tool can be found at https://www.nextgenscience.org/resources/criteria-procuring-and-evaluating-high-quality-and-aligned-summative-science-assessments
p.	X.	Washington Quality Review Rubric for Social Studies Lessons and Units (setda.org)
p.	XI.	Council of Chief State School Officers – Criteria for Procuring and Evaluating High-Quality Assessments (ccsso.rg)

Grade: **Literacy Lesson/Unit Title:** **Overall Rating:**

I. Alignment to the Depth of the CCSS	II. Key Shifts in the CCSS	III. Instructional Supports	IV. Assessment
The lesson/unit aligns with the letter and spirit of the CCSS: ○ Targets a set of grade-level CCSS ELA/Literacy standards. ○ Includes a clear and explicit purpose for instruction. ○ Selects text(s) that measure within the grade-level text complexity band and are of sufficient quality and scope for the stated purpose (e.g., presents vocabulary, syntax, text structures, levels of meaning/purpose, and other qualitative characteristics similar to CCSS grade-level exemplars in Appendices A & B). *A unit or longer lesson should:* ○ Integrate reading, writing, speaking and listening so that students apply and synthesize advancing literacy skills. ○ (Grades 3-5) Build students' content knowledge and their understanding of reading and writing in social studies, the arts, science or technical subjects through the coherent selection of texts.	*The lesson/unit addresses key shifts in the CCSS:* ○ **Reading Text Closely:** Makes reading text(s) closely, examining textual evidence, and discerning deep meaning a central focus of instruction. ○ **Text-Based Evidence:** Facilitates rich and rigorous evidence-based discussions and writing about common texts through a sequence of specific, thought-provoking, and text-dependent questions (including, when applicable, questions about illustrations, charts, diagrams, audio/video, and media). ○ **Writing from Sources:** Routinely expects that students draw evidence from texts to produce clear and coherent writing that informs, explains, or makes an argument in various written forms (e.g., notes, summaries, short responses, or formal essays). ○ **Academic Vocabulary:** Focuses on building students' academic vocabulary in context throughout instruction. *A unit or longer lesson should:* ○ **Increasing Text Complexity:** Focus students on reading a progression of complex texts drawn from the grade-level band. Provide text-centered learning that is sequenced, scaffolded and supported to advance students toward independent reading of complex texts at the CCR level. ○ **Building Disciplinary Knowledge:** Provide opportunities for students to build knowledge about a topic or subject through analysis of a coherent selection of strategically sequenced, discipline-specific texts. ○ **Balance of Texts:** Within a collection of grade-level units a balance of informational and literary texts is included according to guidelines in the CCSS (p. 5). ○ **Balance of Writing:** Include a balance of on-demand and process writing (e.g., multiple drafts and revisions over time) and short, focused research projects, incorporating digital texts where appropriate.	*The lesson/unit is responsive to varied student learning needs:* ○ Cultivates student interest and engagement in reading, writing and speaking about texts. ○ Addresses instructional expectations and is easy to understand and use. ○ Provides *all* students with multiple opportunities to engage with text of appropriate complexity for the grade level; includes appropriate scaffolding so that students directly experience the complexity of the text. ○ Focuses on challenging sections of text(s) and engages students in a productive struggle through discussion questions and other supports that build toward independence. ○ Integrates appropriate supports in reading, writing, listening and speaking for students who are ELL, have disabilities, or read well below the grade level text band. ○ Provides extensions and/or more advanced text for students who read well above the grade level text band. *A unit or longer lesson should:* ○ Include a progression of learning where concepts and skills advance and deepen over time. ○ Gradually remove supports, requiring students to demonstrate their independent capacities. ○ Provide for authentic learning, application of literacy skills, student-directed inquiry, analysis, evaluation and/or reflection. ○ Integrate targeted instruction in such areas as grammar and conventions, writing strategies, discussion rules and all aspects of foundational reading for grades 3-5. ○ Include independent reading based on student choice and interest to build stamina, confidence and motivation; indicates how students are accountable for that reading. ○ Use technology and media to deepen learning and draw attention to evidence and texts as appropriate.	*The lesson/unit regularly assesses whether students are mastering standards-based content and skills:* ○ Elicits direct, observable evidence of the degree to which a student can independently demonstrate the major targeted grade-level CCSS standards with appropriately complex text(s). ○ Assesses student proficiency using methods that are unbiased and accessible to all students. ○ Includes aligned rubrics or assessment guidelines that provide sufficient guidance for interpreting student performance. *A unit or longer lesson should:* ○ Use varied modes of assessment, including a range of pre, formative, summative and self-assessment measures.
Rating: 3 2 1 0	**Rating: 3 2 1 0**	**Rating: 3 2 1 0**	**Rating: 3 2 1 0**

The EQuIP rubric is derived from the Tri-State Rubric and the collaborative development process led by Massachusetts, New York, and Rhode Island and facilitated by Achieve.
This version of the EQuIP rubric is current as of 02-25-13.
View Creative Commons Attribution 3.0 Unported License at http://creativecommons.org/licenses/by/3.0/. Educators may use or adapt. If modified, please attribute EQuIP and re-title.

EQuIP Rubric for Lessons & Units: ELA/Literacy (Grades 3-5) and ELA (Grades 6-12)

Directions: The Quality Review Rubric provides criteria to determine the quality and alignment of lessons and units to the Common Core State Standards (CCSS) in order to: (1) Identify exemplars/ models for teachers' use within and across states; (2) provide constructive criteria-based feedback to developers; and (3) review existing instructional materials to determine what revisions are needed.

Step 1 – Review Materials
- Record the grade and title of the lesson/unit on the recording form.
- Scan to see what the lesson/unit contains and how it is organized.
- Read key materials related to instruction, assessment and teacher guidance.
- Study and measure the text(s) that serves as the centerpiece for the lesson/unit, analyzing text complexity, quality, scope, and relationship to instruction.

Step 2 – Apply Criteria in Dimension I: Alignment
- Identify the grade-level CCSS that the lesson/unit targets.
- Closely examine the materials through the "lens" of each criterion.
- Individually check each criterion for which clear and substantial evidence is found.
- Identify and record input on specific improvements that might be made to meet criteria or strengthen alignment.
- Enter your rating 0 – 3 for Dimension I: Alignment

Note: Dimension I is non-negotiable. In order for the review to continue, a rating of 2 or 3 is required. If the review is discontinued, consider general feedback that might be given to developers/ teachers regarding next steps.

Step 3 – Apply Criteria in Dimensions II – IV
- Closely examine the lesson/unit through the "lens" of each criterion.
- Record comments on criteria met, improvements needed and then rate 0 – 3.

When working in a group, individuals may choose to compare ratings after each dimension or delay conversation until each person has rated and recorded their input for the remaining Dimensions II – IV.

Step 4 – Apply an Overall Rating and Provide Summary Comments
- Review ratings for Dimensions I – IV adding/clarifying comments as needed.
- Write summary comments for your overall rating on your recording sheet.
- Total dimension ratings and record overall rating E, E/I, R, N – adjust as necessary.

If working in a group, individuals should record their overall rating prior to conversation.

Step 5 – Compare Overall Ratings and Determine Next Steps
- Note the evidence cited to arrive at final ratings, summary comments and similarities and differences among raters. Recommend next steps for the lesson/unit and provide recommendations for improvement and/or ratings to developers/teachers.

Additional Guidance for ELA/Literacy – When selecting text(s) that measure within the grade-level text complexity band and are of sufficient quality and scope for the stated purpose, see *The Common Core State Standards in English Language Arts/Literacy* at www.corestandards.org/ELA-Literacy; and the *Supplement for Appendix A: New Research on Text Complexity as well as Quantitative and Qualitative Measures* at www.achievethecore.org/steal-these-tools/text-complexity. See *The Publishers' Criteria* for Grades K-2 and the same for Grades 3-12 at www.achievethecore.org/steal-these-tools.

Rating Scales

Note: Rating for Dimension I: Alignment is non-negotiable and requires a rating of 2 or 3. If rating is 0 or 1 then the review does not continue.

Rating Scale for Dimensions I, II, III, IV:
3: Meets most to all of the criteria in the dimension
2: Meets many of the criteria in the dimension
1: Meets some of the criteria in the dimension
0: Does not meet the criteria in the dimension

Descriptors for Dimensions I, II, III, IV:
3: Exemplifies CCSS Quality – meets the standard described by criteria in the dimension, as explained in criterion-based observations.
2: Approaching CCSS Quality – meets many criteria but will benefit from revision in others, as suggested in criterion-based observations.
1: Developing toward CCSS Quality – needs significant revision, as suggested in criterion-based observations.
0: Not representing CCSS Quality – does not address the criteria in the dimension.

Overall Rating for the Lesson/Unit:
E: Exemplar – Aligned and meets most to all of the criteria in dimensions II, III, IV **(total 11 – 12)**
E/I: Exemplar *if* Improved – Aligned and needs some improvement in one or more dimensions **(total 8 – 10)**
R: Revision Needed – Aligned partially and needs significant revision in one or more dimensions **(total 3 – 7)**
N: Not Ready to Review – Not aligned and does not meet criteria **(total 0 – 2)**

Descriptors for Overall Rating:
E: Exemplifies CCSS Quality – Aligned and exemplifies the quality standard and exemplifies most of the criteria across Dimensions II, III, IV of the rubric.
E/I: Approaching CCSS Quality – Aligned and exemplifies the quality standard in some dimensions but will benefit from some revision in others.
R: Developing toward CCSS Quality – Aligned partially and approaches the quality standard in some dimensions and needs significant revision in others.
N: Not representing CCSS Quality – Not aligned and does not address criteria.

EQuIP Task Review Rubric – ELA

Task Title_____ **Grade** _____ **Date**_____ **Rating:**

Targeted Standards_____

I. Alignment to the CCSS	II. Attention to Text Complexity & the Instructional Shifts
The task clearly aligns with one or more CCSS. ☐ The task directly aligns with the content and expectations of one or more CCSS. ☐ The task addresses a question worth answering and requires analysis of a grade-level text and/or topic. ☐ Selects text(s) that measure within the grade-level text complexity band.	*The task supports the key shifts that are reflected in the CCSS.* ☐ The task involves reading grade-level texts closely, attending to key ideas and details, language, and/or craft and structure. ☐ The task involves rich and rigorous evidence-based speaking and/or writing. ☐ The task provides opportunities to build important disciplinary knowledge and vocabulary.
Notes and observations regarding alignment and attention to the instructional shifts of the CCSS:	

III. Support for Implementation
The task includes relevant supporting information or materials that ensure effective administration of the task and evaluation of student thinking. ☐ The task can be used to elicit direct, observable evidence of the degree to which each student can demonstrate the skills and knowledge addressed in the targeted CCSS. ☐ Supporting materials include answer keys, rubrics, and/or scoring guidelines that are clearly connected to the targeted CCSS and provide sufficient guidance for interpreting student performance. ☐ The task's prompts and directions provide sufficient guidance for the teacher to administer it effectively and for the students to complete it successfully. ☐ The task is accessible to and appropriate for all learners, including students who are English language learners or are working below or above grade level. ☐ The task cultivates student interest and/or engagement in reading, writing, and speaking about text.
Notes and observations regarding support features that may be required for effective administration of the task:

Rating Descriptors:

E: Most criteria are checked, including all three in Dimension I and those that are appropriate for the task's purpose in Dimension II and III. The task is likely to promote successful learning and/or assessment of the skills and knowledge required in the targeted CCSS.

E/I: Many criteria are checked. The task is aligned to the CCSS and has potential but could benefit from some minor improvements.

R: Some criteria are checked. The task has potential but needs significant revision to be considered effective.

N: The task is not recommended for instruction and/or assessment of the CCSS.

Assessment Evaluation Tool (AET)

ELA/Literacy, Grades 3–12

Assessment Evaluation Tool

ELA/Literacy, Grades 3–12

This ELA/literacy AET is designed to help educators determine whether or not assessments and sets of assessments are aligned to the Shifts and major features of the Common Core State Standards (CCSS). The substantial instructional Shifts (http://www.corestandards.org/other-resources/key-shifts-in-english-language-arts/) at the heart of the Common Core State Standards are:

- **Complexity**: Regular practice with complex text and its academic language
- **Evidence**: Reading, writing, and speaking grounded in evidence from text, both literary and informational
- **Knowledge**: Building knowledge through content-rich non-fiction

The AET draws directly from the following documents:

- Common Core State Standards for English Language Arts & Literacy in History/Social Studies, Science, and Technical Subjects (http://www.corestandards.org/ELA-Literacy/)
- Publishers' Criteria for the Common Core State Standards in ELA/Literacy grades 3 – 12 (http://corestandards.org/assets/Publishers_Criteria_for_3-12.pdf)
- Supplement to Appendix A of the Common Core State Standards for ELA/Literacy: New Research on Text Complexity (www.corestandards.org/assets/E0813_Appendix_A_New_Research_on_Text_Complexity.pdf)

When to use the AET

1. Purchasing assessments: Many factors go into local purchasing decisions. Alignment to the Standards is a critical factor to consider. The AET is designed to evaluate alignment of assessments and sets of assessments to the Shifts and the major features of the CCSS. It also provides suggestions of additional indicators to consider in the assessment evaluation and purchasing process.
2. Evaluating assessments in use: The AET can be used to analyze the degree of alignment of existing assessments and sets of assessments and help to highlight specific, concrete flaws in alignment. Even where assessments currently in use fail to meet one or more of these criteria, the pattern of failure is likely to be informative. States and districts can use the evaluation to create a thoughtful plan to modify assessments and sets of assessments in such a way that they better meet the requirements of the Standards.
3. Developing assessments: This tool can be used to provide guidance for and evaluation of alignment for creating locally developed assessments and sets of assessments. Those developing new aligned assessments should use the criteria within the AET to guide test blueprint construction, item specifications development, and item evaluation procedures.

Who Uses the AET

The AET is designed for use by educators and administrators including content specialists, assessment specialists, administrators and educators at the school, district or state level. Evaluating assessments and sets of assessments requires both subject-matter and technical expertise. Evaluators should be well versed in the Standards (http://www.corestandards.org/ELA-Literacy/) for all grades in which assessments are being evaluated. Evaluators also should be familiar with the substantial instructional Shifts (http://www.corestandards.org/other-resources/key-shifts-in-english-language-arts/) of Complexity, Evidence and Knowledge that are listed above. If possible, it would be helpful if at least one member of the evaluation team is well versed in ELA/literacy assessment.

Getting Started

Prior to Evaluation

Assemble all of the materials necessary for the evaluation, e.g., test forms, test blueprints, test item metadata, item bank summaries, sample score reports. It is essential to have materials for all grades covered by the assessment program, as some criteria cannot be rated without having access to each grade. In addition, each evaluator should have a reference copy of the Common Core State Standards for ELA/Literacy and the Publishers' Criteria for the Common Core State Standards in ELA/Literacy grades 3 – 12.

Sections 1 – 3 below should be completed to produce a comprehensive picture of the strengths and weaknesses of the assessments under evaluation. Information about areas in need of improvement should be shared with internal and external stakeholders.

Navigating the Tool

The AET contains criteria for five ELA/literacy domains: Reading, Writing, Language, and Speaking and Listening. Assessments do not have to contain all of the ELA/literacy domains in order to be evaluated with the AET or to align with the CCSS. Choose the Non-Negotiables and/or Alignment Criteria that apply to the assessments being evaluated.

If reading is being assessed*, begin with Section 1: Non-Negotiable Alignment Criteria (p. 4).

- The Non-Negotiable Alignment Criteria must each be met in full for reading assessments to be considered aligned to the Shifts and the major features of the Common Core State Standards. Each Non-Negotiable Alignment Criterion has three metrics associated with it; every one of these metrics must be met in order for the criterion as a whole to be met.
- Examine the relevant materials and use evidence to rate the materials against each criterion and its associated metrics.
- Record and explain the evidence upon which the rating is based.

Continue to Section 2: Alignment Criteria (p. 14).

- The Alignment Criteria for the domains covered by the assessment program under evaluation must each be met for materials to be considered aligned to the Shifts and the major features of the Common Core State Standards. Each Alignment Criterion has two or more metrics associated with it; a specific number of these metrics must be met or partially met in order for the criterion as a whole to be met.
- The domains covered within the Alignment Criteria section are: Reading, Writing, Language, and/or Speaking and Listening.
- Examine the materials in relation to the relevant criteria, assigning each metric a point value. Rate each criterion as "Meets" or "Does Not Meet" based on the number of points assigned. The more points the materials receive on the alignment criteria, the better they are aligned.
- Record and explain the evidence upon which the rating is based.

Complete Section 3: Evaluation Summary (p. 43).

- Compile all of the results from Sections 1 and 2 to determine if the assessments are aligned to the Shifts and major features of the CCSS.

Proceed to Section 4: Indicators of Quality (p. 45).

- Indicators of Quality are important considerations that will help evaluators better understand the overall quality of an assessment program. These considerations are not criteria for alignment to the CCSS, but they provide valuable information about additional program characteristics, such as ensuring accessibility for all students. Evaluators may want to add their own indicators to the examples provided.

NOTE: The word "text" has been used to apply to written, audio, video, and quantitative stimuli. The AET should be applied to non-print materials as appropriate.

* It is assumed that reading will be a significant component of most assessment systems subject to evaluation. When an assessment does not include Reading, the Alignment Criteria for the domains being evaluated (Writing, Language, Speaking and Listening) should be used.

Directions for Non-Negotiable 1

Reading – Complexity and Quality of Texts

Non-Negotiable 1: Texts are worthy of student time and attention; they have the appropriate level of complexity for the grade, according to both quantitative and qualitative analyses of text complexity.

Required Materials

- The texts in the test forms for each grade level or (for an item bank) a random sample of texts for each grade level
- Metadata accompanying the texts, especially quantitative and qualitative analyses of text complexity and copyright acknowledgements

Rating this Criterion

The assessments should be rated for each of the following three metrics as Meets or Does Not Meet. If any one of the metrics is rated as Does Not Meet, then the assessments fail Non-Negotiable 1. If all metrics are rated as Meets, the assessments pass this Non-Negotiable.

Whether the assessments are rated as Meets or Does Not Meet, provide specific examples of evidence in support of the ratings, including evidence of any specific gaps in the assessments.

Non-Negotiable 1

Reading – Complexity and Quality of Texts

Metric

NN Metric 1A:
At least 90% of texts used for assessment are placed within the grade band indicated by a quantitative analysis, with the average complexity of texts increasing grade-by-grade. Exceptions—in which the text is placed above the indicated grade band—are usually reserved for literary texts in the upper grades. When materials are published, the quantitative data accompany the materials.

Procedure for Evaluation

Every text should be accompanied by data from at least one research-based quantitative tool for grade band placement (poetry and drama excepted). The same tool(s) should be used consistently across the grade levels.

If quantitative data is not available, evaluators should obtain a Lexile or other rating for the text (see http://achievethecore.org/text-complexity).

For each grade, examine the metadata or other explanatory materials accompanying either the texts on the test form(s) or a representative sample of at least three literary and three informational texts from the item bank.

Make a list of each text title and the grade to which it has been assigned; group by grade band. Note the grade band indicated by the quantitative tool(s) and the actual grade band placement.

Calculate an overall percentage of the texts that have been placed at or below the grade band indicated by the quantitative data, allowing exceptions for literary texts as appropriate.

Evidence

Rating

☐ **Meets**

☐ **Does Not Meet**

Non-Negotiable 1

Reading – Complexity and Quality of Texts

Metric

NN Metric 1B:
At least 90% of texts used for assessment are placed within the grade level indicated by a qualitative analysis. When materials are published, the qualitative analysis accompanies the materials.

Procedure for Evaluation

Every text should be accompanied by a qualitative analysis for grade level placement (including poetry and drama).

If a qualitative analysis is not available, evaluators should do a brief analysis using a format like the one at http://achievethecore.org/qualitative-text-analysis.

For each grade, examine the qualitative analyses in the metadata or other explanatory materials accompanying the same texts from Non-Negotiable 1A above. Note the grade level indicated by the qualitative tools and the actual grade level placement.

Calculate an overall percentage of the texts that have been placed at the grade level indicated by the qualitative analysis.

Evidence

Rating

☐ **Meets**

☐ **Does Not Meet**

Assessment Evaluation Tool (AET)
ELA/Literacy, Grades 3 -12

Non-Negotiable 1

Reading – Complexity and Quality of Texts

Metric

NN Metric 1C:
At least 95% of texts used for assessment are of publishable quality—preferably previously published but at minimum edited by professional publication editors (not only assessment editors). History/social studies and science/technical texts, specifically, reflect the quality of writing that is produced by authorities in the particular academic discipline.

Procedure for Evaluation

All texts should be high quality and content rich—worthy of student attention. Nearly all texts should be previously published rather than "commissioned" because published texts have been selected and edited by professional publication editors.

For each grade, examine the metadata or other explanatory materials accompanying the same texts from Non-Negotiable 1A above.

Look for an acknowledgment line for each text (usually found at the front of the test booklet or below the text), which cites an author or publisher and date of publication, or look for a statement that the text has been edited by a professional publication editor.

Label the texts that are accompanied by an acknowledgment line or are shown to have been edited professionally.

Identify any texts that do not represent quality literary or informational writing.

Calculate the percentage of texts that are not of publishable quality.

Evidence

Rating

☐ **Meets**

☐ **Does Not Meet**

Non-Negotiable 1

Reading – Complexity and Quality of Texts

Non-Negotiable 1: Texts are worthy of student time and attention; they have the appropriate level of complexity for the grade, according to both quantitative and qualitative analyses of text complexity.

Rating for Non-Negotiable 1

If all three metrics above were rated as Meets, then rate Non-Negotiable 1 as Meets. If one or more of the metrics were rated as Does Not Meet, then rate Non-Negotiable 1 as Does Not Meet. Check the final rating.

Then, briefly describe the strengths and weaknesses of these materials in light of this Criterion.

Rating

☐ **Meets**

☐ **Does Not Meet**

Strengths / Weaknesses:

Before moving to Non-Negotiable 2, record the final Meets or Does Not Meet rating in the Evaluation Summary on Page 43.

Directions for Non-Negotiable 2

Reading – Text-Dependent and Standards-Based Questions

Non-Negotiable 2: High-quality reading test questions are text-dependent and Standards-based; they require students to read closely, find the answers within the text, and use textual evidence to support responses.

Required Materials

- The test questions in the test forms for each grade level or (for an item bank) a representative sample of test questions
- Metadata accompanying the test questions, showing the alignment of each question to the CCSS

Rating this Criterion

The assessments should be rated for each of the following three metrics as Meets or Does Not Meet. If any one of the metrics is rated as Does Not Meet, then the assessments fail Non-Negotiable 2. If all metrics are rated as Meets, the assessments pass this Non-Negotiable.

Whether the assessments are rated as Meets or Does Not Meet, provide specific examples of evidence in support of the ratings, including evidence of any specific gaps in the assessments.

Non-Negotiable 2

Reading – Text-Dependent and Standards-Based Questions

Metric

NN Metric 2A:
At least 90% of the questions are text dependent: they require close reading and analysis of the text, focus on its central ideas and important particulars, and require answers based on what is in (not outside) the text.

Procedure for Evaluation

Questions should require thoughtful reading of the text, not just skimming or superficial consideration. As a set, questions should enable students to demonstrate deep understanding of the unique aspects of the text. Students should be able to answer the questions correctly without prior knowledge. Questions should be derived from a reading text (i.e., not "stand alone" questions).

For each grade, examine either the test questions on the test form(s) or a representative sample of at least 15 questions based on literary texts and 15 based on informational texts per grade in the item bank.

Identify the questions that do not meet this metric: List the sequence numbers of any questions that do not require close reading and analysis, e.g., the questions assess simple recall or minor textual points. List the sequence numbers of any questions that, as a set, focus on peripheral aspects of the text, failing to permit students to demonstrate deep understanding of the text. List the sequence numbers of any questions that call on students' prior knowledge or are "stand-alone" questions.

Calculate percentages of test questions that do not meet the metric.

Evidence

Rating

☐ **Meets**

☐ **Does Not Meet**

Non-Negotiable 2

Reading – Text-Dependent and Standards-Based Questions

Assessment Evaluation Tool (AET)
ELA/Literacy, Grades 3 -12

Metric

NN Metric 2B:
At least 90% of test questions reflect the range of cognitive demand required by the Standards.

Procedure for Evaluation

At every grade level, the Standards should be assessed with items that reflect a range of rigor and cognitive demand, depending on the requirements of individual Standards. Questions should reflect this range at each grade, always avoiding simple recall or surface analysis.

For each grade, examine the same test questions from Non-Negotiable 2A above.

List the sequence numbers of any questions that do not rise to the range of cognitive demand or rigor required by individual Standards.

Calculate a percentage of test questions that do not meet this metric.

Evidence

Rating

☐ **Meets**

☐ **Does Not Meet**

Non-Negotiable 2

Reading – Text-Dependent and Standards-Based Questions

Metric	Procedure for Evaluation	Evidence
NN Metric 2C: At least 90% of test questions assess the specifics of the Standards at each grade level (not just the Anchor Standards) and do not employ "generic" answer choices applicable to any text.	Questions should assess the specific requirements delineated by the Standards. For example, if a Standard requires a focus on two central ideas, two ideas should be assessed; if a Standard calls for the meaning of figurative language, meaning should be assessed, not literary terms like *metaphor* or *personification*. Questions should not be aligned only to Anchor Standards. Multiple-choice or technology-enhanced items should be text-specific, not relying on "generic" choices (e.g., "to inform," "to persuade," "to entertain") that could be used for any text. Not every Standard must be assessed with every text. For each grade, examine the test questions assembled under Non-Negotiable 2A above, along with their metadata. Identify the questions that do not meet this metric: List the sequence numbers of any questions that fail to assess the specific requirements of the Standards at the grade level. List the sequence numbers of any questions that are aligned only to the Anchor Standards. List the sequence numbers of any questions that provide "generic" answer choices that could be used for any text. Calculate percentages of questions that do not meet the metric.	

Rating

☐ **Meets**

☐ **Does Not Meet**

Non-Negotiable 2
Reading – Text-Dependent and Standards-Based Questions
Assessment Evaluation Tool (AET)
ELA/Literacy, Grades 3 -12

Non-Negotiable 2: High-quality reading test questions are text-dependent and Standards-based; they require students to read closely, find the answers within the text, and use textual evidence to support responses.

Rating for Non-Negotiable 2

If all three metrics above were rated as Meets, then rate Non-Negotiable 2 as Meets. If one or more of the metrics were rated as Does Not Meet, then rate Non-Negotiable 2 as Does Not Meet. Check the final rating.

Then, briefly describe the strengths and weaknesses of these materials in light of this Criterion.

Rating

☐ **Meets**

☐ **Does Not Meet**

Strengths / Weaknesses:

Before moving to the Alignment Criteria, record the final Meets or Does Not Meet rating in the Evaluation Summary on Page 43.

Now continue by evaluating the Alignment Criteria 1-4 for Reading.

Grade: **Mathematics Lesson/Unit Title:** **Overall Rating:**

I. Alignment to the Depth of the CCSS	II. Key Shifts in the CCSS	III. Instructional Supports	IV. Assessment
The lesson/unit aligns with the letter and spirit of the CCSS: ○ Targets a set of grade-level CCSS mathematics standard(s) to the full depth of the standards for teaching and learning. ○ Standards for Mathematical Practice that are central to the lesson are identified, handled in a grade-appropriate way, and well connected to the content being addressed. ○ Presents a balance of mathematical procedures and deeper conceptual understanding inherent in the CCSS.	*The lesson/unit reflects evidence of key shifts that are reflected in the CCSS:* ○ **Focus:** Lessons and units targeting the major work of the grade provide an especially in-depth treatment, with especially high expectations. Lessons and units targeting supporting work of the grade have visible connection to the major work of the grade and are sufficiently brief. Lessons and units do not hold students responsible for material from later grades. ○ **Coherence:** The content develops through reasoning about the new concepts on the basis of previous understandings. Where appropriate, provides opportunities for students to connect knowledge and skills within or across clusters, domains and learning progressions. ○ **Rigor:** Requires students to engage with and demonstrate challenging mathematics with appropriate balance among the following: – **Application:** Provides opportunities for students to independently apply mathematical concepts in real-world situations and solve challenging problems with persistence, choosing and applying an appropriate model or strategy to new situations. – **Conceptual Understanding:** Develops students' conceptual understanding through tasks, brief problems, questions, multiple representations and opportunities for students to write and speak about their understanding. – **Procedural Skill and Fluency:** Expects, supports and provides guidelines for procedural skill and fluency with core calculations and mathematical procedures (when called for in the standards for the grade) to be performed quickly and accurately.	*The lesson/unit is responsive to varied student learning needs:* ○ Includes clear and sufficient guidance to support teaching and learning of the targeted standards, including, when appropriate, the use of technology and media. ○ Uses and encourages precise and accurate mathematics, academic language, terminology and concrete or abstract representations (e.g., pictures, symbols, expressions, equations, graphics, models) in the discipline. ○ Engages students in productive struggle through relevant, thought-provoking questions, problems and tasks that stimulate interest and elicit mathematical thinking. ○ Addresses instructional expectations and is easy to understand and use. ○ Provides appropriate level and type of scaffolding, differentiation, intervention and support for a broad range of learners. – Supports diverse cultural and linguistic backgrounds, interests and styles. – Provides extra supports for students working below grade level. – Provides extensions for students with high interest or working above grade level. *A unit or longer lesson should:* ○ Recommend and facilitate a mix of instructional approaches for a variety of learners such as using multiple representations (e.g., including models, using a range of questions, checking for understanding, flexible grouping, pair-share). ○ Gradually remove supports, requiring students to demonstrate their mathematical understanding independently. ○ Demonstrate an effective sequence and a progression of learning where the concepts or skills advance and deepen over time. ○ Expect, support and provide guidelines for procedural skill and fluency with core calculations and mathematical procedures (when called for in the standards for the grade) to be performed quickly and accurately.	*The lesson/unit regularly assesses whether students are mastering standards-based content and skills:* ○ Is designed to elicit direct, observable evidence of the degree to which a student can independently demonstrate the targeted CCSS. ○ Assesses student proficiency using methods that are accessible and unbiased, including the use of grade-level language in student prompts. ○ Includes aligned rubrics, answer keys and scoring guidelines that provide sufficient guidance for interpreting student performance. *A unit or longer lesson should:* ○ Use varied modes of curriculum-embedded assessments that may include pre-, formative, summative and self-assessment measures.
Rating: 3 2 1 0	**Rating: 3 2 1 0**	**Rating: 3 2 1 0**	**Rating: 3 2 1 0**

The EQuIP rubric is derived from the Tri-State Rubric and the collaborative development process led by Massachusetts, New York, and Rhode Island and facilitated by Achieve.
This version of the EQuIP rubric is current as of 06-15-13.
View Creative Commons Attribution 3.0 Unported License at http://creativecommons.org/licenses/by/3.0/. Educators may use or adapt. If modified, please attribute EQuIP and re-title.

EQuIP Rubric for Lessons & Units: Mathematics

Directions: The Quality Review Rubric provides criteria to determine the quality and alignment of lessons and units to the Common Core State Standards (CCSS) in order to: (1) Identify exemplars/ models for teachers' use within and across states; (2) provide constructive criteria-based feedback to developers; and (3) review existing instructional materials to determine what revisions are needed.

Step 1 – Review Materials
- Record the grade and title of the lesson/unit on the recording form.
- Scan to see what the lesson/unit contains and how it is organized.
- Read key materials related to instruction, assessment and teacher guidance.
- Study and work the task that serves as the centerpiece for the lesson/unit, analyzing the content and mathematical practices the tasks require.

Step 2 – Apply Criteria in Dimension I: Alignment
- Identify the grade-level CCSS that the lesson/unit targets.
- Closely examine the materials through the "lens" of each criterion.
- Individually check each criterion for which clear and substantial evidence is found.
- Identify and record input on specific improvements that might be made to meet criteria or strengthen alignment.
- Enter your rating 0 – 3 for Dimension I: Alignment.

Note: Dimension I is non-negotiable. In order for the review to continue, a rating of 2 or 3 is required. If the review is discontinued, consider general feedback that might be given to developers/teachers regarding next steps.

Step 3 – Apply Criteria in Dimensions II – IV
- Closely examine the lesson/unit through the "lens" of each criterion.
- Record comments on criteria met, improvements needed and then rate 0 – 3.

When working in a group, individuals may choose to compare ratings after each dimension or delay conversation until each person has rated and recorded their input for the remaining Dimensions II – IV.

Step 4 – Apply an Overall Rating and Provide Summary Comments
- Review ratings for Dimensions I – IV adding/clarifying comments as needed.
- Write summary comments for your overall rating on your recording sheet.
- Total dimension ratings and record overall rating E, E/I, R, N – adjust as necessary.

If working in a group, individuals should record their overall rating prior to conversation.

Step 5 – Compare Overall Ratings and Determine Next Steps
- Note the evidence cited to arrive at final ratings, summary comments and similarities and differences among raters. Recommend next steps for the lesson/unit and provide recommendations for improvement and/or ratings to developers/teachers.

Additional Guidance on Dimension II: Shifts - When considering *Focus* it is important that lessons or units targeting additional and supporting clusters are sufficiently brief – this ensures that students will spend the strong majority of the year on major work of the grade. See the *K-8 Publishers Criteria for the Common Core State Standards in Mathematics*, particularly pages 8-9 for further information on the focus criterion with respect to major work of the grade at www.corestandards.org/assets/Math_Publishers_Criteria_K-8_Summer%202012_FINAL.pdf. With respect to *Coherence* it is important that the learning objectives are linked to CCSS cluster headings (see www.corestandards.org/Math).

Rating Scales

Rating for Dimension I: Alignment is non-negotiable and requires a rating of 2 or 3. If rating is 0 or 1 then the review does not continue.

Rating Scale for Dimensions I, II, III, IV:
3: Meets most to all of the criteria in the dimension
2: Meets many of the criteria in the dimension
1: Meets some of the criteria in the dimension
0: Does not meet the criteria in the dimension

Descriptors for Dimensions I, II, III, IV:
3: **Exemplifies CCSS Quality -** meets the standard described by criteria in the dimension, as explained in criterion-based observations.
2: **Approaching CCSS Quality -** meets many criteria but will benefit from revision in others, as suggested in criterion-based observations.
1: **Developing toward CCSS Quality -** needs significant revision, as suggested in criterion-based observations.
0: **Not representing CCSS Quality -** does not address the criteria in the dimension.

Overall Rating for the Lesson/Unit:
E: Exemplar – Aligned and meets most to all of the criteria in dimensions II, III, IV **(total 11 – 12)**
E/I: Exemplar *if* Improved – Aligned and needs some improvement in one or more dimensions **(total 8 – 10)**
R: Revision Needed – Aligned partially and needs significant revision in one or more dimensions **(total 3 – 7)**
N: Not Ready to Review – Not aligned and does not meet criteria **(total 0 – 2)**

Descriptor for Overall Ratings:
E: Exemplifies CCSS Quality – Aligned and exemplifies the quality standard and exemplifies most of the criteria across Dimensions II, III, IV of the rubric.
E/I: Approaching CCSS Quality – Aligned and exemplifies the quality standard in some dimensions but will benefit from some revision in others.
R: Developing toward CCSS Quality – Aligned partially and approaches the quality standard in some dimensions and needs significant revision in others.
N: Not representing CCSS Quality – Not aligned and does not address criteria.

EQuIP Task Review Rubric – Mathematics

Task Title_____ **Grade** _____ **Date**_____ **Rating:** ☐

Targeted Standards_____ **Mathematical Practices** _____

I. Alignment to the CCSS	II. Attention to the Instructional Shifts
The task clearly aligns with one or more CCSS. ☐ The performance expectations of the task address the mathematics, with precision and accuracy, for at least part of one CCSS. ☐ The task includes opportunities for a student to apply, and a teacher to observe, at least one Standard for Mathematical Practice.	*The task supports the key shifts that are reflected in the CCSS.* ☐ The task requires students to engage fully with the mathematics of the task, including providing opportunities for the appropriate aspects of rigor, as required by the targeted standards: • To independently apply mathematical concepts to real world situations • To apply their conceptual understanding of the mathematical content addressed • To practice and use core calculations and mathematical procedures quickly and accurately ☐ The task requires students to connect foundational knowledge to grade-level concepts, as required by the coherence in the standards. ☐ The task addresses, or can be used to support, a critical concept(s) for the grade level.
Notes and observations regarding alignment and attention to the instructional shifts of the CCSS:	

III. Support for Implementation
The task includes relevant supporting information or materials that ensure effective administration of the task and evaluation of student thinking. ☐ The task can be used to elicit direct, observable evidence of the degree to which each student can demonstrate the skills and knowledge addressed in the targeted CCSS. ☐ Supporting materials include answer keys, rubrics, and/or scoring guidelines that are clearly connected to the targeted CCSS and provide sufficient guidance for interpreting student performance. ☐ The task's prompts and directions provide sufficient guidance for the teacher to administer it effectively and for the students to complete it successfully. ☐ The task is accessible to and appropriate for all learners, including students who are English language learners or are working below or above grade level. ☐ The task cultivates student interest and/or engagement in the mathematics.
Notes and observations regarding support features that may be required for effective administration of the task:

Rating Descriptors:

E: Most criteria are checked, including both in Dimension I and those that are appropriate for the task's purpose in Dimension II and III. The task is likely to promote successful learning and/or assessment of the skills and knowledge required in the targeted CCSS.

E/I: Many criteria are checked. The task is aligned to the CCSS and has potential but could benefit from some minor improvements.

R: Some criteria are checked. The task has potential but needs significant revision to be considered effective.

N: The task is not recommended for instruction and/or assessment of the CCSS.

Assessment Evaluation Tool (AET)

Mathematics, Grades K–12

Assessment Evaluation Tool

Mathematics, Grades K–12

This Math AET is designed to help educators determine whether assessments and sets of assessments are aligned to the Shifts and major features of the Common Core State Standards (CCSS). The substantial instructional Shifts (http://www.corestandards.org/other-resources/key-shifts-in-mathematics/) at the heart of the Common Core State Standards in mathematics are:

- **Focus** strongly where the Standards focus
- **Coherence**: Think across grades and link to major topics within the grade
- **Rigor**: In major topics, pursue conceptual understanding, procedural skill and fluency, and application with equal intensity.

The AET draws directly from the following documents:

- Common Core State Standards for Mathematics (www.corestandards.org/Math)
- Publishers' Criteria for the Common Core State Standards for Mathematics, Grades K–8 (Spring 2013) (http://www.corestandards.org/wp-content/uploads/Math_Publishers_Criteria_K-8_Spring_2013_FINAL1.pdf), and Publishers' Criteria for the Common Core State Standards for Mathematics, High School (Spring 2013) (http://www.corestandards.org/wp-content/uploads/Math_Publishers_Criteria_HS_Spring_2013_FINAL1.pdf).

When to use the AET

1. Purchasing assessments: Many factors go into local purchasing decisions. Alignment to the Standards is a critical factor to consider. This tool is designed to evaluate alignment of assessments and sets of assessments to the Shifts and the major features of the CCSS. It also provides suggestions of additional indicators to consider in the assessment evaluation and purchasing process.
2. Evaluating assessments in use: The AET can be used to analyze the degree of alignment of existing assessments and sets of assessments and help to highlight specific, concrete flaws in alignment. Even where assessments currently in use fail to meet one or more of these criteria, the pattern of failure is likely to be informative. States and districts can use the evaluation to create a thoughtful plan to modify assessments and sets of assessments in such a way that they better meet the requirements of the Standards.
3. Developing assessments: This tool can be used to provide guidance for and evaluation of alignment for creating locally developed assessments and sets of assessments. States and districts creating new aligned assessments and sets of assessments should use the criteria within the AET to guide the development of test blueprints, item specifications, and item review.

Who Uses the AET

The AET is designed for use by educators and administrators including content specialists, assessment specialists, administrators and educators at the school, district or state level. The AET is designed for use by educators and administrators including content specialists, assessment specialists, administrators and educators at the school, district or state level. Evaluating assessments and sets of assessments requires both subject-matter and technical expertise. Evaluators should be well versed in the Standards (www.corestandards.org/Math) for all grades in which assessments are being evaluated. This includes understanding the Major Work of the grade (www.achievethecore.org/focus) and the widely applicable pre-requisites in high school (www.achievethecore.org/prerequisites), the Supporting and Additional work, how the content fits into the progressions in the Standards (www.achievethecore.org/progressions), and the expectations of the Standards with respect to conceptual understanding, procedural skill and fluency, and application. Evaluators also should be familiar with the substantial instructional Shifts (http://www.corestandards.org/other-resources/key-shifts-in-mathematics/) of Focus, Coherence and Rigor that are listed above.

The IMET was developed by Student Achievement Partners. Educators may use or adapt. ©creative commons http://creativecommons.org/licenses/by/3.0/ Download this tool at http://achievethecore.org/AET

Getting Started

Prior to Evaluation

Assemble all of the materials necessary for the evaluation, e.g., test blueprints, item specifications, operational forms, test items, metadata for those items, score reports, etc. It is essential for evaluators to have materials for all grades covered by the assessment program, as some criteria cannot be rated without having access to each grade. In addition, each evaluator should have a reference copy of the Common Core State Standards for Mathematics and the Publishers' Criteria for the Common Core State Standards for Mathematics, Grades K–8 (Spring 2013), and the Publishers' Criteria for the Common Core State Standards for Mathematics, High School (Spring 2013).

Sections 1–3 below should be completed to produce a comprehensive picture of the alignment to the Shifts and major features of the CCSSM for the assessments under evaluation. Information about areas in need of improvement should be shared with internal and external stakeholders.

Navigating the Tool

Begin with Section 1: Non-Negotiable Alignment Criteria (p. 4)

- The Non-Negotiable Alignment Criteria must each be met in full for assessments to be considered aligned to the Shifts and the major features of the Common Core State Standards. Each Non-Negotiable Alignment Criterion has one or more metrics associated with it; every one of these metrics must be met in order for the criterion as a whole to be met.
- Examine the relevant assessments and use evidence to rate the materials against each criterion and its associated metric(s).
- Record and explain the evidence upon which the rating is based.

Continue to Section 2: Alignment Criteria (p. 14)

- The Alignment Criteria must each be met for assessments to be considered aligned to the Shifts and major features of the Common Core State Standards. Each Alignment Criterion has one or more metric associated with it; a specific number of these metrics must be met or partially met in order for the criterion as a whole to be met.
- Examine the assessments in relation to these criteria, assigning each metric a point value. Rate the criterion as "Meets" or "Does Not Meet" based on the number of points assigned. The more points the assessments receive on the Alignment Criteria, the better they are aligned.
- Record and explain the evidence upon which the rating is based.

Complete Section 3: Evaluation Summary (p. 34)

- Compile all of the results from Sections 1 and 2 to determine if the assessments are aligned to the Shifts and major features of the CCSS.

Proceed to Section 4: Indicators of Quality (p. 36)

- Indicators of Quality are important considerations that will help evaluators better understand the overall quality of an assessment program. These considerations are not criteria for alignment to the CCSS, but they provide valuable information about additional program characteristics, such as ensuring accessibility for all students. Evaluators may want to add their own indicators to the examples provided.

The IMET was developed by Student Achievement Partners. Educators may use or adapt. ©creative commons http://creativecommons.org/licenses/by/3.0/ Download this tool at http://achievethecore.org/AET

Directions for Non-Negotiable 1

Focus on Major Work

Non-Negotiable 1: The large majority of points in each grade K–8 are devoted to the Major Work of the grade, and the majority of points in each high school course are devoted to widely applicable prerequisites.

Required Materials

- Test blueprints and operational forms
- "Focus by Grade Level" (achievethecore.org/focus) and the widely applicable prerequisites for postsecondary work (achievethecore.org/prerequisites).
- Publishers' Criteria for the Common Core State Standards for Mathematics, Grades K–8 (Spring 2013, pp. 8) (http://www.corestandards.org/wp-content/uploads/Math_Publishers_Criteria_K-8_Spring_2013_FINAL1.pdf)
- Publishers' Criteria for the Common Core State Standards for Mathematics, High School (Spring 2013, pp. 7) (http://www.corestandards.org/wp-content/uploads/Math_Publishers_Criteria_HS_Spring_2013_FINAL1.pdf)
- Common Core State Standards for Mathematics (corestandards.org/wp-content/uploads/Math_Standards.pdf)

Rating this Criterion

The metric will be rated as Meets or Does Not Meet/Insufficient Evidence. If the metric is rated as Does Not Meet/Insufficient Evidence, then the assessments fail this Non-Negotiable. If the metrics is rated as Meets, then the assessments pass this Non-Negotiable.

If the metric is rated as Meets, provide specific examples of evidence of this. If the assessment Does Not Meet the metric, include evidence of specific gaps found in the materials. If the materials provide Insufficient Evidence, explain what is missing from the materials or what within the materials is unclear.

Reviewer Initials: _____ **Title of Assessment:** _____

Non-Negotiable 1

Focus on Major Work

Metric

NN Metric 1A:
For grades K–8, the assessment or set of assessments for each grade meet or exceed the following percentages:

- 85% or more of the total score points in the assessment(s) for each grade Kindergarten, 1, and 2 align exclusively to the Major Work of the grade.
- 75% or more of the total score points in the assessment(s) for each grade 3, 4, and 5 align exclusively to the Major Work of the grade.
- 65% or more of the total score points in the assessment(s) for each grade 6, 7, and 8 align exclusively to the Major Work of the grade.

For high school, the assessment or set of assessments for each course meet or exceed the following percentage:

50% or more of the total score points in each high school course assessment align to widely applicable prerequisites for postsecondary work.

Procedure for Evaluation

Familiarize yourself with the Major Work of the grade using the "Focus by Grade Level" documents and/or the widely applicable prerequisites using the "Widely Applicable Prerequisites" document.

Evaluate the blueprint or operational form(s) for each grade/course by counting the total number of points aligned to the Major Work of the grade or widely applicable pre-requisites and divide by the total number of points on the test.

For context, read Criterion #1 in the Publishers' Criteria for the Common Core State Standards for Mathematics, Grades K–8 (Spring 2013) and Criterion #1 in the Publishers' Criteria for the Common Core State Standards for Mathematics, High School (Spring 2013).

Evidence

Rating

☐ **Meets**

☐ **Does Not Meet / Insufficient Evidence**

Reviewer Initials: _____ **Title of Assessment:** _____

Non-Negotiable 1

Focus on Major Work

Non-Negotiable 1: The large majority of points in each grade K–8 are devoted to the Major Work of the grade, and the majority of points in each high school course are devoted to widely applicable prerequisites.

Rating for Non-Negotiable 1

If metrics were rated as Meets, then rate Non-Negotiable 1 as Meets. If one or more metrics were rated as Does Not Meet, then rate Non-Negotiable 1 as Does Not Meet. Check the final rating.

Then, briefly describe the strengths and weaknesses of these materials in light of this Criterion.

Rating

☐ **Meets**

☐ **Does Not Meet**

Strengths / Weaknesses:

Before moving to Non-Negotiable 2, record the final Meets or Does Not Meet rating in the Evaluation Summary on Page 34.

Directions for Non-Negotiable 2

Freedom from Major Obstacles to Focus

Non-Negotiable 2: No item assesses topics directly or indirectly before they are introduced in the CCSSM.

Required Materials

- Publishers' Criteria for the Common Core State Standards for Mathematics, Grades K–8 (Spring 2013, pp. 9) (http://www.corestandards.org/wp-content/uploads/Math_Publishers_Criteria_K-8_Spring_2013_FINAL1.pdf)
- Common Core State Standards for Mathematics (corestandards.org/wp-content/uploads/Math_Standards.pdf)
- Item specifications and operational forms or a representative sample of at least 20 operational items per grade/course
- "Focus by Grade Level" (achievethecore.org/focus) and the widely applicable prerequisites for postsecondary work (achievethecore.org/prerequisites).

Rating this Criterion

The metric will be rated as Meets or Does Not Meet/Insufficient Evidence. If the metric is rated as Does Not Meet/Insufficient Evidence, then the assessments fail this Non-Negotiable. If the metrics is rated as Meets, then the assessments pass this Non-Negotiable.

If the metric is rated as Meets, provide specific examples of evidence of this. If the assessment Does Not Meet the metric, include evidence of specific gaps found in the materials. If the materials provide Insufficient Evidence, explain what is missing from the materials or what within the materials is unclear.

Non-Negotiable 2

Freedom from Major Obstacles to Focus

Metric

NN Metric 2A:
100% of items on the assessment(s) assess knowledge of topics when they are introduced in the CCSSM.

Commonly misaligned topics include, but are not limited to:

- Probability, including chance, likely outcomes, probability models. (Introduced in the CCSSM in grade 7)
- Statistical distributions, including center, variation, clumping, outliers, mean, median, mode, range, quartiles; and statistical association or trends, including two-way tables, bivariate measurement data, scatter plots, trend line, line of best fit, correlation. (Introduced in the CCSSM in grades 6–8; see CCSSM for specific expectations by grade level.)
- Similarity, congruence, or geometric transformations. (Introduced in the CCSSM in grade 8)
- Symmetry of shapes, including line/reflection symmetry, rotational symmetry. (Introduced in the CCSSM in grade 4)

Procedure for Evaluation

Evaluate item specifications to see if content limits specify that the commonly misaligned topics listed in the metric are not assessed in grades prior to the grade introduced in the CCSSM.

Evaluate operational form(s) or a representative sample of at least 20 operational items per grade/course looking for commonly misaligned topics prior to the grade levels introduced by the CCSSM.

For context, read Criterion #2 in the Publishers' Criteria for the Common Core State Standards for Mathematics, Grades K–8 (Spring 2013).

Evidence

Rating

☐ **Meets**

☐ **Does Not Meet / Insufficient Evidence**

Reviewer Initials: _____ **Title of Assessment:** _____

Assessment Evaluation Tool (AET)
Mathematics, Grades K–12

Non-Negotiable 2

Freedom from Major Obstacles to Focus

Non-Negotiable 2: No item assesses topics directly or indirectly before they are introduced in the CCSSM.

Rating for Non-Negotiable 2

If the metric was rated as Meets, then rate Non-Negotiable 2 as Meets. If metric was rated as Does Not Meet, then rate Non-Negotiable 2 as Does Not Meet. Check the final rating.

Then, briefly describe the strengths and weaknesses of these materials in light of this Criterion.

Rating

☐ **Meets**

☐ **Does Not Meet**

Strengths / Weaknesses:

Before moving to Non-Negotiable 3, record the final Meets or Does Not Meet rating in the Evaluation Summary on Page 34.

Reviewer Initials: _____ **Title of Assessment:** _____

Directions for Non-Negotiable 3

Test Items Reflect the Coherence of the Standards

Non-Negotiable 3: Test items elicit direct, observable evidence of the degree to which a student can independently demonstrate the targeted Standard(s), reflecting the coherence of the CCSSM.

Required Materials

- Test blueprints and operational forms or a representative sample of at least 20 operational items per grade/course
- Metadata accompanying the items, showing the alignment of each question to the CCSS
- Publishers' Criteria for the Common Core State Standards for Mathematics, Grades K–8 (Spring 2013, pp. 13) (http://www.corestandards.org/wp-content/uploads/Math_Publishers_Criteria_K-8_Spring_2013_FINAL1.pdf)
- Publishers' Criteria for the Common Core State Standards for Mathematics, High School (Spring 2013, pp. 11 and 16) (http://www.corestandards.org/wp-content/uploads/Math_Publishers_Criteria_HS_Spring_2013_FINAL1.pdf)
- Common Core State Standards for Mathematics (http://corestandards.org/wp-content/uploads/Math_Standards.pdf)
- "Focus by Grade Level" (achievethecore.org/focus) and the widely applicable prerequisites for postsecondary work (achievethecore.org/prerequisites).

Rating this Criterion

Each metric will be rated as Meets or Does Not Meet/Insufficient Evidence. If any metric is rated as Does Not Meet/Insufficient Evidence, then the assessments fail this Non-Negotiable. If all metrics are rated as Meets, then the assessments pass this Non-Negotiable.

If the metric is rated as Meets, provide specific examples of evidence of this. If the assessment Does Not Meet the metric, include evidence of specific gaps found in the materials. If the materials provide Insufficient Evidence, explain what is missing from the materials or what within the materials is unclear.

Non-Negotiable 3

Test Items Reflect the Coherence of the Standards

Metric	Procedure for Evaluation	Evidence
NN Metric 3A: Items exhibit alignment to the CCSSM for the grade or course by directly reflecting the language of individual Standards. All, or nearly all, items aligned to a single Standard should assess the central concern of the Standard in question.	Evaluate operational form(s) or a representative sample of at least 20 operational items for each grade/course to check the alignment to the Standards for Mathematical Content. NOTE: An example of evaluating this metric might include ensuring that items aligned to 6.EE.A.3 put an emphasis on applying properties of operations and generating equivalent expressions, not just mechanically simplifying.	

Rating

- ☐ **Meets**
- ☐ **Does Not Meet / Insufficient Evidence**

Non-Negotiable 3

Test Items Reflect the Coherence of the Standards

Metric	Procedure for Evaluation	Evidence
NN Metric 3B: Assessments exhibit alignment to the CCSSM for that grade or course: Operational forms for each grade/course include items that directly assess multiple levels of the content hierarchy (i.e. standard, cluster, and domain).	Evaluate blueprints or operational form(s) for each grade/course to see if one or more items assess at the cluster, domain, or grade level. For context, read Criterion #6 in the Publishers' Criteria for the Common Core State Standards for Mathematics, Grades K–8 (Spring 2013) and Criterion #4 in the Publishers' Criteria for the Common Core State Standards for Mathematics, High School (Spring 2013).	

Rating

☐ **Meets**

☐ **Does Not Meet / Insufficient Evidence**

Non-Negotiable 3

Test Items Reflect the Coherence of the Standards

Assessment Evaluation Tool (AET)
Mathematics, Grades K–12

Non-Negotiable 3: Test items elicit direct, observable evidence of the degree to which a student can independently demonstrate the targeted Standard(s), reflecting the coherence of the CCSSM.

Rating for Non-Negotiable 3

If metrics were rated as Meets, then rate Non-Negotiable 3 as Meets. If one or more metrics were rated as Does Not Meet, then rate Non-Negotiable 3 as Does Not Meet. Check the final rating.

Then, briefly describe the strengths and weaknesses of these materials in light of this Criterion.

Rating

☐ **Meets**

☐ **Does Not Meet**

Strengths / Weaknesses:

Before moving to Alignment Criterion 1, record the final Meets or Does Not Meet rating in the Evaluation Summary on Page 34.

Now continue by evaluating Alignment Criterion 1 for Rigor and Balance.

EQuIP Rubric for Lessons & Units: Science

Version 3.1

Introduction:

The Educators Evaluating the Quality of Instructional Products (EQuIP) Rubric for science provides criteria by which to measure the alignment and overall quality of lessons and units with respect to the Next Generation Science Standards (NGSS). The purposes of the rubric and review process are to: (1) review existing lessons and units to determine what revisions are needed; (2) provide constructive criterion-based feedback and suggestions for improvement to developers; (3) identify exemplars/models for teachers' use within and across states; and (4) to inform the development of new lessons and units.

To effectively apply this rubric, an understanding of the National Research Council's *A Framework for K–12 Science Education* and the *Next Generation Science Standards*, including the NGSS shifts (Appendix A of the NGSS), is needed. Unlike in the EQuIP Rubrics for mathematics and ELA, there is not a category in the science rubric for shifts. Over the course of the rubric development, writers and reviewers noted that the shifts fit naturally into the other three categories. For example, the blending of the three-dimensions, or three-dimensional learning, is addressed in each of the three categories; coherence is addressed in the first two categories; connections to the Common Core State Standards is addressed in the first category; etc. Each category includes criteria by which to evaluate the integration of engineering, when included in a lesson or unit, through practices or disciplinary core ideas. Another difference between the EQuIP Rubrics from mathematics and ELA is in the name of the categories; the rubric for science refers to them simply as *categories*, whereas the math and ELA rubrics refer to the categories as dimensions. This distinction was made because the Next Generation Science Standards already uses the term *dimensions* to refer to practices, disciplinary core ideas, and crosscutting concepts.

The architecture of the NGSS is significantly different from other sets of standards. The three dimensions, crafted into performance expectations, describe what is to be assessed following instruction and therefore are the measure of proficiency. A lesson or unit may provide opportunities for students to demonstrate performance of practices connected with their understanding of core ideas and crosscutting concepts as foundational pieces. This three-dimensional learning leads toward eventual mastery of performance expectations. In this scenario, quality materials should clearly describe or show how the lesson or unit works coherently with previous and following lessons or units to help build toward eventual mastery of performance expectations. The term *element* is used in the rubric to represent the relevant, bulleted practices, disciplinary core ideas, and crosscutting concepts that are articulated in the foundation boxes of the standards and in K–12 grade-banded progressions and the NGSS Appendices. Given the understanding that lessons and units should integrate the practices, disciplinary core ideas, and crosscutting concepts in ways that make sense instructionally and not replicate the exact integration in the performance expectations, the new term *elements* is needed to describe these smaller units of the three dimensions. Although it is unlikely that a single lesson would provide adequate opportunities for a student to demonstrate proficiency on an entire performance expectation, high-quality units are more likely to provide these opportunities to demonstrate proficiency on one or more performances expectations.

There is a recognition among educators that curriculum and instruction will need to shift with the adoption of the NGSS, but it is currently difficult to find instructional materials designed for the NGSS. The power of the rubric is in the feedback and suggestions for improvement it provides curriculum developers and the productive conversations in which educators engage while evaluating materials using the quality review process. For curriculum developers, the rubric and review process provide evidence of the quality and the degree to which the lesson or unit is designed for the NGSS. Additionally, the rubric and review process generate suggestions for improvement on how materials can be further improved and better designed to match up with the vison of the *Framework* and the NGSS.

Version 3.1 — published April 2021
View Creative Commons Attribution 3.1 Unported License at http://creativecommons.org/licenses/by/3.1/.
Educators may use or adapt. If modified, please attribute EQuIP and re-title.

EQuIP Rubric for Lessons & Units: Science

Lessons *and* units designed for the NGSS include clear and compelling evidence of the following*:*

I. NGSS 3D Design	II. NGSS Instructional Supports	III. Monitoring NGSS Student Progress
The lesson/unit is designed so students make sense of phenomena and/or design solutions to problems by engaging in student performances that integrate the three dimensions of the NGSS.	*The lesson/unit supports three-dimensional teaching and learning for ALL students by placing the lesson in a sequence of learning for all three dimensions and providing support for teachers to engage all students.*	*The lesson/unit supports monitoring student progress in all three dimensions of the NGSS as students make sense of phenomena and/or design solutions to problems.*
A. **Explaining Phenomena/Designing Solutions**: Making sense of phenomena and/or designing solutions to a problem drive student learning. i. Student questions and prior experiences related to the phenomenon or problem motivate sense-making and/or problem solving. ii. The focus of the lesson is to support students in making sense of phenomena and/or designing solutions to problems. iii. When engineering is a learning focus, it is integrated with developing disciplinary core ideas from physical, life, and/or earth and space sciences. B. **Three Dimensions**: Builds understanding of multiple grade-appropriate elements of the science and engineering practices (SEPs), disciplinary core ideas (DCIs), and crosscutting concepts (CCCs) that are deliberately selected to aid student sense-making of phenomena and/or designing of solutions. i. Provides opportunities to *develop and use* specific elements of the SEP(s). ii. Provides opportunities to *develop and use* specific elements of the DCI(s). iii. Provides opportunities to *develop and use* specific elements of the CCC(s). C. **Integrating the Three Dimensions:** Student sense-making of phenomena and/or designing of solutions requires student performances that integrate elements of the SEPs, CCCs, and DCIs.	A. **Relevance and Authenticity**: Engages students in authentic and meaningful scenarios that reflect the practice of science and engineering as experienced in the real world. i. Students experience phenomena or design problems as directly as possible (firsthand or through media representations). ii. Includes suggestions for how to connect instruction to the students' home, neighborhood, community and/or culture as appropriate. iii. Provides opportunities for students to connect their explanation of a phenomenon and/or their design solution to a problem to questions from their own experience. B. **Student Ideas:** Provides opportunities for students to express, clarify, justify, interpret, and represent their ideas and to respond to peer and teacher feedback orally and/or in written form as appropriate. C. **Building Progressions**: Identifies and builds on students' prior learning in all three dimensions, including providing the following support to teachers: i. Explicitly identifying prior student learning expected for all three dimensions ii. Clearly explaining how the prior learning will be built upon D. **Scientific Accuracy**: Uses scientifically accurate and grade-appropriate scientific information, phenomena, and representations to support students' three-dimensional learning. E. **Differentiated Instruction**: Provides guidance for teachers to support differentiated instruction by including: i. Supportive ways to access instruction, including appropriate linguistic, visual, and kinesthetic engagement opportunities that are essential for effective science and engineering learning and particularly beneficial for multilingual learners and students with disabilities. ii. Extra support (e.g., phenomena, representations, tasks) for students who are struggling to meet the targeted expectations. iii. Extensions for students with high interest or who have already met the performance expectations to develop deeper understanding of the practices, disciplinary core ideas, and crosscutting concepts.	A. **Monitoring 3D student performances**: Elicits direct, observable evidence of three-dimensional learning; students are using practices with core ideas and crosscutting concepts to make sense of phenomena and/or to design solutions. B. **Formative:** Embeds formative assessment processes throughout that evaluate student learning to inform instruction. C. **Scoring guidance**: Includes aligned rubrics and scoring guidelines that provide guidance for interpreting student performance along the three dimensions to support teachers in (a) planning instruction and (b) providing ongoing feedback to students. D. **Unbiased tasks/items**: Assesses student proficiency using methods, vocabulary, representations, and examples that are accessible and unbiased for all students.

EQuIP Rubric for Lessons & Units: Science

Units designed for the NGSS will *also include* clear and compelling evidence of the following additional criteria:

I. NGSS 3D Design	II. NGSS Instructional Supports	III. Monitoring NGSS Student Progress
D. **Unit Coherence**: Lessons fit together to target a set of performance expectations. i. Each lesson builds on prior lessons by addressing questions raised in those lessons, cultivating new questions that build on what students figured out, or cultivating new questions from related phenomena, problems, and prior student experiences. ii. The lessons help students develop toward proficiency in a targeted set of performance expectations. E. **Multiple Science Domains**: *When appropriate*, links are made across the science domains of life science, physical science and Earth and space science. i. Disciplinary core ideas from different disciplines are used together to explain phenomena. ii. The usefulness of crosscutting concepts to make sense of phenomena or design solutions to problems *across science domains* is highlighted. F. **Math and ELA:** Provides grade-appropriate connection(s) to the Common Core State Standards in Mathematics and/or English Language Arts & Literacy in History/Social Studies, Science and Technical Subjects.	F. **Teacher Support for Unit Coherence:** Supports teachers in facilitating coherent student learning experiences over time by: i. Providing strategies for linking student engagement across lessons (e.g. cultivating new student questions at the end of a lesson in a way that leads to future lessons, helping students connect related problems and phenomena across lessons, etc.). ii. Providing strategies for ensuring student sense-making and/or problem-solving is linked to learning in all three dimensions. G. **Scaffolded differentiation over time**: Provides supports to help students engage in the practices as needed and gradually adjusts supports over time so that students are increasingly responsible for making sense of phenomena and/or designing solutions to problems.	E. **Coherent Assessment system:** Includes pre-, formative, summative, and self-assessment measures that assess three-dimensional learning. F. **Opportunity to learn**: Provides multiple opportunities for students to demonstrate performance of practices connected with their understanding of disciplinary core ideas and crosscutting concepts and receive feedback.

Using the EQuIP Rubric for Lessons & Units: Science

The first step in the review process is to become familiar with the rubric, the lesson or unit, and the practices, disciplinary core ideas, and crosscutting concepts targeted in the lesson or unit. The three categories in the rubric are: NGSS 3D Design, NGSS Instructional Supports, and Monitoring NGSS Student Progress. Each criterion within each category should be considered separately as part of the complete review process and are used to provide sufficient information for determination of overall quality of the lesson or unit.

For the purposes of using the rubric, **a lesson is defined as**: a set of instructional activities and assessments that may extend over several class periods or days; it is more than a single activity. A **unit is defined as**: a set of lessons that extend over a longer period of time. If you are reviewing a lesson, you will use only the first section of the rubric (page 2). If you are reviewing an instructional unit, you apply all of the criteria of the rubric (pages 2 and 3) across the unit. You'll notice that the definition of a "unit" is intentionally broad here. If you are reviewing instructional materials that cover more than a few days of instruction, use the full unit list of criteria.

Also important to the review process is feedback and suggestions for improvement to the developer of the resource. For this purpose, a set of response forms is included so that the reviewer can effectively provide criterion-based feedback and suggestions for improvement for each category. The response forms correspond to the criteria of the rubric. Evidence for each criterion must be identified and documented and criterion-based feedback and suggestions for improvement should be given to help improve the lesson or unit.

While it is possible for the rubric to be applied by an individual, the quality review process works best with a team of reviewers, as a collaborative process, with the individuals recording their thoughts and then discussing with other team members before finalizing their feedback and suggestions for improvement. Discussions should focus on understanding all reviewers' interpretations of the criteria and the evidence they have found. With professional learning support for the group, this process will provide higher quality feedback about the lessons and also calibrate responses across reviewers in a way that moves them toward agreement about quality with respect to the NGSS. Commentary needs to be constructive, with all lessons or units considered "works in progress." Reviewers must be respectful of team members and the resource contributor. Contributors should see the review process as an opportunity to gather feedback and suggestions for improvement rather than to advocate for their work. All feedback and suggestions for improvement should be criterion-based and have supporting evidence from the lesson or unit cited.

In order to apply the rubric with reliability and with fidelity to its intent, it is recommended that those applying the rubric to lessons and units be supported to attend EQuIP professional learning based on the EQuIP Facilitator's Guide. There is guidance within the rubric below and in the Facilitator's Guide, but application of the rubric is much more successful with the support of professional learning. It is difficult to develop proficiency at using the rubric without *at least* two days of high quality professional learning that engages participants in evaluating lessons and units.

Step 1 – Review Materials

The first step in the review process is to become familiar with the rubric and the lesson or unit that is being evaluated.

- Review the rubric and record the grade and title of the lesson or unit on the response form.
- Scan the lesson/unit to see what it's about; identify what practices, disciplinary core ideas, and crosscutting concepts are targeted; and determine how it is organized.
- Read key materials related to instruction, assessment, and teacher guidance.
- Read the definitions of "lesson" and "unit" near the top of this page and decide as a group whether you will be using the shorter list of criteria for a lesson, or the longer list of criteria that apply to a unit.

Step 2 – Apply Criteria in Category I: NGSS 3D Design

Evaluate the lesson or unit using the criteria in the first category, first individually and then as a team.

- Closely examine the lesson or unit through the "lens" of each criterion in the first category.
- For each criterion, record where you find it in the lesson/unit (the evidence) and why/how this evidence is an indicator the criterion is being met (the reasoning)
- As individuals, check the box for each criterion on the response form that indicates the degree to which evidence could be identified.
- Identify and record input on specific improvements that might be made to meet criteria or strengthen alignment.

- Look across the criteria of the category (A–C for a lesson and A–F for a unit), evaluate the degree to which they are met, and enter your 0–3 rating for Category I: NGSS 3D Design (see scale description below)
- As a team, discuss criteria for which clear and substantial evidence is found, as well as criterion-based suggestions for specific improvements that might be needed to meet criteria. As a team, enter your 0–3 rating for Dimension I: NGSS 3D Design.

*If the rubric is being used to approve or vet resources and the lesson or unit does not score at least a "2" in **Category I: NGSS 3D Designed**, the review should stop and feedback should be provided to the lesson developer(s) to guide revisions. If the rubric is being used locally for revising and building lessons, professional judgment should guide whether to continue reviewing the lesson. Categories II and III may be time consuming to evaluate if Category I has not been met and the feedback may not be useful if significant revisions are needed in Category I, but evaluating these criteria in a group may support deeper and more common understanding of the criteria in these categories and more complete feedback to the lesson developer (if they are not in the room) so that Categories II and III are more likely to be met with fewer cycles of revision.*

Step 3 – Apply Criteria in Categories II and III: Instructional Supports and Monitoring Student Progress

The third step is to evaluate the lesson or unit using the criteria in the second and third categories, first individually and then as a group.

- Closely examine the lesson or unit through the "lens" of each criterion in the second and third categories of the response form.
- For each criterion, record where you find it in the lesson/unit (the evidence) and why/how this evidence is an indicator the criterion is being met (the reasoning)
- Individually check the box for each criterion on the response form that indicates the degree to which evidence could be identified.
- Record any suggestions for improvement and then rate each category using the 0–3 rating scale in the forms below.

When working in a group, teams may choose to compare ratings after each category or delay conversation until each person has rated and recorded input for both Categories II and III. Complete consensus among team members is not required but discussion is a key component of the review process that moves the group to a better understanding of the criteria.

Step 4 – Apply an Overall Rating and Provide Summary Comments

- Review ratings for Categories I–III, adding/clarifying comments as needed.
- Write summary comments for your overall rating on your recording sheet.
- Total category ratings, reflect on the overall quality of the lesson or unit, and record the overall rating of E, E/I, R, or N.

If working in a group, individuals should record their overall rating prior to conversation.

Step 5 – Compare Overall Ratings and Recommend Next Steps

- Note the evidence cited to arrive at final ratings, summary comments and similarities and differences among raters. Recommend next steps for the lesson/unit and provide recommendations for improvement and/or ratings to developers/teachers.

Rating Scales

Rating for Category I: NGSS 3D Designed is non-negotiable and requires a rating of 2 or 3. If rating is 0 or 1 then a review for resource approval does not continue.

Rating Scale for Categories I, II, & III:

Rating scales are different for each category and can be found after each category in the rubric.

Descriptors for Categories I, II, & III:

3: **Exemplifies NGSS Quality—**meets the standard described by criteria in the category, as explained in criterion-based observations.
2: **Approaching NGSS Quality—**meets many criteria but will benefit from revision in others, as suggested in criterion-based observations.
1: **Developing toward NGSS Quality—**needs significant revision, as suggested in criterion-based observations.
0: **Not representing NGSS Quality—**does not address the criteria in the category.

Overall Rating for the Lesson/Unit:

E: Example of high quality NGSS design—High quality design for the NGSS across all three categories of the rubric; a lesson or unit with this rating will still need adjustments for a specific classroom, but the support is there to make this possible; exemplifies most criteria across Categories I, II, & III of the rubric. (total score ~8–9)
E/I: Example of high quality NGSS design if Improved—Adequate design for the NGSS, but would benefit from some improvement in one or more categories; most criteria have at least adequate evidence (total score ~6–7)
R: Revision needed—Partially designed for the NGSS, but needs significant revision in one or more categories (total ~3–5)
N: Not ready to review—Not designed for the NGSS; does not meet criteria (total 0–2)

EQuIP Rubric for Lessons & Units: Science (Version 3.1)

Reviewer Name or ID: _____ **Grade:**_____ **Lesson/Unit Title:**_____

Category I: NGSS 3D Design (lessons and units): *The lesson/unit is designed so students make sense of phenomena and/or design solutions to problems by engaging in student performances that integrate the three dimensions of the NGSS.*

Lesson *and* Unit Criteria Lessons and units designed for the NGSS include clear and compelling evidence of the following:	**Specific evidence from materials** (what happened/where did it happen) **and reviewer's reasoning** (how/why is this evidence)		**Evidence of Quality?**	**Suggestions for improvement**
A. **Explaining Phenomena/Designing Solutions**: Making sense of phenomena and/or designing solutions to a problem drive student learning. i. Student questions and prior experiences related to the phenomenon or problem motivate sense-making and/or problem solving. ii. The focus of the lesson is to support students in making sense of phenomena and/or designing solutions to problems. iii. When engineering is a learning focus, it is integrated with developing disciplinary core ideas from physical, life, and/or earth and space sciences.			☐ None ☐ Inadequate ☐ Adequate ☐ Extensive	
B. **Three Dimensions**: Builds understanding of multiple grade-appropriate elements of the science and engineering practices (SEPs), disciplinary core ideas (DCIs), and crosscutting concepts (CCCs) *that are deliberately selected to aid student sense-making of phenomena and/or designing of solutions*.	Document evidence and reasoning, and evaluate whether or not there is sufficient evidence of quality for each dimension separately	**Evidence of Quality?**	☐ None ☐ Inadequate ☐ Adequate ☐ Extensive **(All 3 dimensions must be rated at least "adequate" to mark "adequate" overall)**	
i. Provides opportunities to *develop and use* specific elements of the SEP(s).	i.	☐ None ☐ Inadequate ☐ Adequate ☐ Extensive		
ii. Provides opportunities to *develop and use* specific elements of the DCI(s).	ii.	☐ None ☐ Inadequate ☐ Adequate ☐ Extensive		
iii. Provides opportunities to *develop and use* specific elements of the CCC(s). **Evidence needs to be at the *element level* of the dimensions (see rubric introduction for a description of what is meant by "element")**	iii.	☐ None ☐ Inadequate ☐ Adequate ☐ Extensive		

C. **Integrating the Three Dimensions:** Student sense-making of phenomena and/or designing of solutions requires student performances that integrate elements of the SEPs, CCCs, and DCIs.		☐ None ☐ Inadequate ☐ Adequate ☐ Extensive	
Rating for Category I. NGSS 3D Design—*lessons* After carefully weighing the evidence, reasoning, and suggestions for improvement, rate the degree to which there is enough evidence to support a claim that the lesson meets these criteria. ***If you are evaluating an instructional unit rather than a single lesson, continue on to evaluate criteria D-F and rate Category I overall below.***	***Lesson* Rating scale for Category I (Criteria A–C only)**: **3**: Extensive evidence to meet at least two criteria (and at least adequate evidence for the third) **2**: Adequate evidence to meet all three criteria in the category **1**: Adequate evidence to meet at least one criterion in the category, but insufficient evidence for at least one other criterion **0**: Inadequate (or no) evidence to meet any of the criteria in the category		**Circle Rating** **0 1 2 3** After rating the lesson, read below for next steps

What's next if the lesson rating is less than a 2?

*If the rubric is being used to approve or vet resources and the lesson or unit does not score at least a "2" in **Category I: NGSS 3D Designed**, the review should stop and feedback should be provided to the lesson developer(s) to guide revisions. If the rubric is being used locally for revising and building lessons, professional judgment should guide whether to continue reviewing the lesson. Categories II and III may be time consuming to evaluate if Category I has not been met and the feedback may not be useful if significant revisions are needed in Category I, but evaluating these criteria in a group may support deeper and more common understanding of the criteria in these categories and more complete feedback to the lesson developer (if they are not in the room) so that Categories II and III are more likely to be met with fewer cycles of revision.*

What's next if the lesson rating is a 2 or 3?

If you are evaluating a lesson that shows sufficient evidence of quality to warrant a rating of either a 2 or a 3 for Category I, proceed to Category II: NGSS Instructional Supports

Category I: NGSS 3D Design (additional criteria *for units only*):

If you are evaluating a lesson, it is not necessary to evaluate criteria D–F. Please enter your rating for a single lesson above (after C).

Unit Criteria A unit or longer lesson designed for the NGSS will also include clear and compelling evidence of the following:	**Specific evidence from materials and reviewers' reasoning**	**Evidence of Quality?**	**Suggestions for improvement**
D. **Unit Coherence**: Lessons fit together to target a set of performance expectations. i. Each lesson builds on prior lessons by addressing questions raised in those lessons, cultivating new questions that build on what students figured out, or cultivating new questions from related phenomena, problems, and prior student experiences. ii. The lessons help students develop toward proficiency in a targeted set of performance expectations.		☐ None ☐ Inadequate ☐ Adequate ☐ Extensive	
E. **Multiple Science Domains**: *When appropriate*, links are made across the science domains of life science, physical science and Earth and space science. i. Disciplinary core ideas from different disciplines are used together to explain phenomena. ii. The usefulness of crosscutting concepts to make sense of phenomena or design solutions to problems *across science domains* is highlighted.		☐ None ☐ Inadequate ☐ Adequate ☐ Extensive	
F. **Math and ELA:** Provides grade-appropriate connection(s) to the Common Core State Standards in Mathematics and/or English Language Arts & Literacy in History/Social Studies, Science and Technical Subjects.		☐ None ☐ Inadequate ☐ Adequate ☐ Extensive	
Rating for Category I. NGSS 3D Designed—*units* After carefully weighing the evidence, reasoning, and suggestions for improvement, rate the degree to which the criteria are met across the unit.	**Unit Rating Scale for Category I (Criteria A–F):** **3**: At least adequate evidence for all of the unit criteria in the category; extensive evidence for criteria A–C **2**: At least some evidence for all unit criteria in Category I (A–F); adequate evidence for criteria A–C **1**: Adequate evidence for some criteria in Category I, but inadequate/no evidence for at least one criterion A–C **0**: Inadequate (or no) evidence to meet any criteria in Category I (A–F)		**Circle Rating** **0 1 2 3**

*If the rubric is being used to approve or vet resources and the unit does not score at least a "2" overall in **Category I: NGSS 3D Design**, the review should stop here and feedback should be provided to the unit developer(s) to guide revisions. If the rubric is being used locally for revising and building units, professional judgment should be used on whether or not to continue reviewing the unit. For example, a unit that is weak in one aspect of criterion A, but that the reviewers think is easy to fix, might warrant continued review to provide more complete feedback to the unit developer(s).*

Science Task Prescreen

Introduction

The purpose of the Science Task Prescreen is to conduct a quick review of assessment tasks to determine whether they might be designed for standards based on the *Framework for K-12 Science Education*, like the Next Generation Science Standards (NGSS). The Prescreen is intended to reveal whether tasks include "red flags"—i.e., challenges commonly found in science assessment tasks.

Evaluating tasks using the Prescreen questions can help educators decide whether a task is worth diving into more deeply. Those interested in pursuing a more rigorous evaluation of tasks should use the Science Task Screener; however, the Task Screener assumes a deeper understanding of *A Framework for K–12 Science Education* and the NGSS. Those who are familiar with the assessment tasks, but not very familiar with the *Framework* or NGSS, should start with the Prescreen as a bridge to understand the key features of tasks developed for the NGSS and *Framework*. For those less familiar with the *Framework*, it will be particularly helpful to use the Prescreen as part of a collaborative professional learning process, to help build a common understanding of the questions and what constitutes as evidence to address them.

Because the Prescreen is a quick screening tool as opposed to a comprehensive evaluation tool, the questions in the Prescreen focus on features that are non-negotiable, easily identified, and reflect the most serious "fatal flaws" seen in attempts to develop science tasks. While there are indeed many other critically important features of science assessments, they are excluded here for the purposes of screening, and are addressed in the Task Screener. For more information about how the Prescreen was developed and its relationship to the Task Screener, please see these Frequently Asked Questions .

Using the Task Prescreen to evaluate science assessment tasks

While it is possible for the Prescreen to be applied by an individual, it is more powerful when used as part of a collaborative review process. These high-level questions can drive very meaningful conversations and help reviewers come to a common understanding of features of NGSS tasks. Reviewers should carefully discuss their answers to the questions and the evidence in the task that led them to those answers to come to a common understanding of language and expectations.

The Prescreen is organized around a short series or yes-or-no questions. In applying the Prescreen to a task, follow these simple steps:

1. Read through the task and complete the task as though you were a student.
2. Read through any additional support materials for the task.
3. Answer the questions in the Prescreen regarding the task and note any red flags.
4. Discuss the answers to the questions and evidence to support those answers with other reviewers.
5. Use your analysis to determine next steps for the task.

Because the Prescreen is applied at the level of the task rather than individual questions, reviewers will need to answer the questions based on evidence from the task as a whole. After reviewing the task using the Prescreen, reviewers should consider the red flags they have identified and determine, based on their needs, whether the assessment:

A. **Warrants further review.** If tasks have few red flags, they might be effective tasks and would benefit from a deeper evaluation. This might be particularly relevant for assessments that are used as major components of a lesson or unit; used across multiple classrooms or schools; or used in other high-impact, higher-stakes scenarios, such as tasks used as part of district- or state-wide assessment efforts. Red flags can be used to determine if the assessment has potential and to focus the major areas of improvement that might be needed.

B. **Should not be used.** Reviewers can use the red flags to determine that, for their current purposes, the task should simply not be used.

Science Task Prescreen

Task Title_____ **Grade** _____ **Date** _____

SEP: _____ **DCI:** _____ **CCC:** _____

Task Purpose: _____

Before you begin: Complete the task as a student would. Then, consider any support materials provided to teachers or students, such as contextual information about the task and answer keys/rubrics.

Prescreen: Answer the following high-level questions to identify any major red flags (🚩) in your task. If you find one or more red flags, consider the purpose of the task and the evidence gathered to determine whether the task warrants a deeper dive.

Question	Yes	No
1. Is there a **phenomenon or problem driving the task?**	☐	☐ 🚩
2. Can the majority of the task be answered **without** using information provided by the task scenario?	☐ 🚩	☐
3. Can significant portions of the task be answered successfully by using **rote knowledge** (e.g., definitions, prescriptive or memorized procedure)?	☐ 🚩	☐
4. Does the majority of the task require students to **use reasoning** to successfully complete the task?	☐	☐ 🚩
5. Does the task require students to use some understanding of **disciplinary core ideas** to successfully complete the task?	☐	☐ 🚩
6. Do students have to use at least one **science and engineering practice** to successfully complete the task?	☐	☐ 🚩
7. Are the **dimensions assessed separately** in the majority of the task?	☐ 🚩	☐
8. Is the task **coherent and comprehensible** from the student perspective?	☐	☐ 🚩

Based on your assessment needs and the task purpose recorded above, make a recommendation about this task moving forward (choose one) :

☐ Warrants further review.

☐ Should not be used.

Summarize your evidence and reasoning:

CRITERIA FOR PROCURING AND EVALUATING HIGH-QUALITY AND ALIGNED SUMMATIVE SCIENCE ASSESSMENTS

Version 1.0 – March 2018

I. IN TRODUCTION

A growing number of states have demonstrated a commitment to ensuring better outcomes for all students by developing, adopting, and implementing rigorous science standards based on the National Research Council's *A Framework for K-12 Science Education*, such as the Next Generation Science Standards (NGSS). Fully meeting the vision set forth by the *Framework* and standards designed to implement it requires high-quality and aligned assessments that can provide actionable information to students, teachers, and families. Three-dimensional standards—those that integrate the Science and Engineering Practices (SEPs), Crosscutting Concepts (CCCs), and Disciplinary Core Ideas (DCIs)—based on the *Framework* are comprehensive, and it is unlikely that most states will assess the full range of depth and breadth in a single summative assessment opportunity for each student. States have several decisions to make regarding how to translate the depth and breadth of their science standards into appropriate statewide summative science assessments. While those decisions will vary from state to state, there *is* a common vision underlying all three-dimensional assessment efforts—and this document describes the criteria that define those common features in a statewide summative assessment.

Achieve developed this document with extensive input from experts and practitioners in the science and assessment fields. It is grounded in our collective and evolving understanding of how best to assess multi-dimensional standards, in the research that defines what all students should know and be able to do in science, and in lessons learned from early state processes in developing three-dimensional assessments. Regardless of each state's approach, this document is intended to be a useful resource for anyone developing and/or evaluating statewide summative assessments aligned to their *Framework*-based three-dimensional science standards.

THE PURPOSE AND AUDIENCE FOR THIS DOCUMENT

This document describes the features of a statewide summative science assessment that has been designed to embody standards based on the *Framework for K-12 Science Education*, such as the NGSS—to reflect its intent, grounded in the specific expectations of three-dimensional standards. Importantly, this document outlines the expectations for high-quality statewide summative science assessments that are designed and administered, in part, to meet federal requirements for science testing under Title I Part A of the Every Student Succeeds Act. As such, the criteria and evidence described here are grounded in the expectations outlined in the *Framework* and the NGSS as well as those described by federal peer review guidelines. In other words, while the priority for these criteria is to embody the intent of the NGSS and *Framework,* they are intentionally bounded by what would be needed and feasible to meet federal expectations for statewide summative assessments. They do not describe the expectations for other forms of science assessments that states and districts might use, such as interim or benchmark assessments or classroom-embedded summative and formative assessments. As such, expectations for a complete state system of science assessment is beyond the scope of this document. It is important to note that this is not because specifying the criteria for a full system of assessments is not important, but because this is a common component of the assessment system that all states are grappling with.

This document is intended to support state assessment directors, science supervisors, science assessment leads, test developers, and organizations that conduct independent evaluations of alignment of statewide summative assessments to state standards.

TERMINOLOGY USED IN THIS DOCUMENT.

Throughout this document, the term 'assessment' is used to refer to the full suite of statewide summative science assessments being developed or selected by a state for a given grade level (inclusive of multiple forms, years of administration, etc.). Some of the evidence descriptors are specific to what an evaluator might examine on an operational test form (the tests that students might see, plus answer keys and associated alignment claims)—these are labeled as 'test forms' and are distinguished from 'documentation', which include supporting information that relates to the development and interpretation of the entire assessment suite.

The term 'tasks' is used instead of the more traditional 'items' to better reflect the nature of questions on assessments designed for Framework-based standards. A task includes all scenario/stimuli and prompts associated with a common activity; it can utilize multiple item formats, can have multiple parts, and can require students to respond to open-ended questions. The term 'prompt' is used to identify the specific questions associated with a task. Generally, one or more prompts combine to form a task. A 'scenario' is the phenomenon- or problem-based context used to engage students in the scientific thinking required by the task. A scenario is coherent, engaging, relevant, and provides students with the scientific information (descriptions, data, models, arguments, etc.) they need to successfully respond to the task using the SEPs, CCCs, and DCIs targeted by the task. Throughout the document, 'targeted standards' are referenced—these indicate the state standards a task is intended to assess, and includes both complete performance expectations as well as the specific SEPs, CCCs, and DCIs.

This document contains science-specific (e.g., scientific interpretations of the word 'evidence') and NGSS-specific (e.g., the use of the word 'element' to refer to the specific bulleted ideas described in the *Framework* and the NGSS appendices) uses of words and phrases to convey intentional ideas. A full glossary of specific language uses can be found in Appendix A.

This document is also built on some key principles underlying assessments for which these criteria are appropriate. These principles are detailed in Appendix B.

EQUITY IN SCIENCE ASSESSMENTS

Ensuring that all students, including those from non-dominant groups, have access to a high-quality and rigorous science education that prepares them for college, career, and citizenship is at the heart of the *Framework* and the NGSS. This emphasis on student equity must extend to current efforts in assessments. Because statewide summative assessment data is used to evaluate and act on student science proficiency among student subgroups, it is imperative that *Framework*-based tests intentionally support students from non-dominant communities in demonstrating their scientific knowledge and abilities. It is difficult to make a validity argument for an assessment if students are incorrectly answering questions because of linguistic barriers or language mismatch, poor engagement, cultural insensitivities or bias, or inappropriately signaled scenarios that lead

students to answer the posed questions without using the targeted knowledge and skill. Because other resources provide extensive guidance about general accessibility and accommodations in assessments, this document focuses on the aspects of student equity and diversity that are most closely tied to content on science assessments, including the design of phenomena, problems, and tasks eliciting three-dimensional performances from students. This is embedded throughout the criteria, rather than posed as a separate expectation, to emphasize that a focus on equity cannot be separated from expectations for high-quality and aligned assessments—one cannot have a high-quality assessment that doesn't support all students. For more detail about how diversity and equity are included in each criterion, please see the FAQs.

II. OVERVIEW OF SCIENCE ALIGNMENT CRITERIA

The criteria for science build on those described for mathematics, English language arts, and testing practice by the CCSSO Criteria for Procuring and Evaluating High Quality Assessments (CCSSO, 2014). Like the CCSSO Criteria for aligned mathematics and ELA assessments, the current document describes the features all science assessments should demonstrate to be considered aligned to *Framework*-based science standards, as well as the kinds of evidence test developers could provide to show how well a given assessment meets the criteria. These criteria and associated evidence descriptors describe the baseline of common features for assessments. As states articulate their goals and intended uses for their science assessment, they may add to the criteria as appropriate. Additionally, the criteria challenge states to envision three-dimensional items, which are accessible by all students and grounded in the vision of the *Framework for K-12 Science Education*.

To demonstrate it is aligned to the NGSS or similar Framework-based standards, statewide summative science assessments must meet the following criteria:

Criterion	Description
1. **Design.** Assessments are intentionally designed to assess state science standards in order to provide evidence to support, refute, or qualify state-specific claims about students' achievement in science.	Assessment tasks, and the precise determinations of how well they align to standards, are informed by the design of the assessment, including how tasks individually and collectively provide valid evidence to support an assessment's claims and reporting priorities, and under what conditions.
2. **Three-dimensional performance.** Assessments require students to make sense of phenomena and solve problems by integrating the three dimensions. Assessment tasks elicit sense-making and problem solving by focusing strongly on reasoning using scientific and engineering evidence, models, and principles.	Assessments provide evidence of student knowledge and practice described by the targeted standards by requiring students to use the three dimensions (SEPs, CCCs, and DCIs) to identify and interpret evidence and engage in scientific reasoning as they make sense of phenomena and address problems.
3. **Phenomena.** Assessment scenarios focus on relevant, engaging, and rich phenomena and problems that elicit meaningful student performances. Assessment tasks are driven by meaningful and engaging scenarios.	Assessment tasks are situated in the context of meaningful scenarios, and are designed to elicit grade-appropriate, three-dimensional responses (i.e., responses in which students use multiple dimensions together).

4. **Scope.** Assessments are balanced across domains, and assess a range of knowledge and application within each dimension.	The summative assessments sample across conceptual understanding of core science ideas and crosscutting concepts, elements of scientific practices, and purposeful application of science as described by *Framework*-based standards.
5. **Cognitive complexity.** Assessments require a range of analytical thinking.	The assessments allow for robust information to be gathered for students with varied levels of achievement by providing opportunities that require all students to demonstrate varying levels of reasoning across life, physical, and Earth and space sciences as well as engineering, via SEPs and CCCs that range in grade-appropriate sophistication. Accommodations maintain the range of higher order analytical thinking skills as appropriate.
6. **Technical Quality.** Assessment tasks are of high technical quality and represent varied task types.	High-quality, fair, and unbiased tasks and a variety of types are strategically used to assess the standard(s). Tasks are designed with a focus on ensuring students from non-dominant communities are supported in demonstrating what they know and can do in science.
7. **Reports**. Assessments reports yield valuable information on student progress toward three-dimensional learning.	Assessment reports should be designed with specific uses in mind, transparently detail those uses, and illustrate student progress on the continuum toward the goals established by the standards at each grade band. Reports . Reports should focus on connecting the assessment purpose and appropriate uses of the assessment information, and on the integration and application of the knowledge and abilities described by the standards, and how they are addressed by the assessment..

This document does not address every aspect of assessment design that would need to be considered as states develop and evaluate their assessments; rather, it focuses on the features of content alignment (across all three dimensions) to the *Framework* and the NGSS. Many of the other important considerations states will have to contend with (e.g., accessibility) are addressed in the CCSSO Criteria.

The criteria, and evidence needed to meet the criteria, presented in this document represent a few notable shifts from traditional alignment expectations:

1) **The importance of an intentional design approach**. Traditional conceptualizations of alignment, that prioritize how well items "hit" targeted standards and "cover" the breadth of standards will not work for the NGSS given the breadth and depth of expectations both within a given standard and across the range of standards for a given grade level or band. To effectively assess the NGSS within common summative testing constraints, states will need to establish their priorities for the assessment. For example, states will need to determine:

Washington Quality Review Rubric for Social Studies Lessons & Units

The purpose of this rubric is to measure the alignment and overall quality of lessons and units with respect to the Washington State Social Studies Learning Standards and the Washington ELA and Literacy in History/Social Studies Standards. This rubric also evaluates lessons and units for integration with the College, Career, and Civic Life (C3) Framework. The rubric is divided into four dimensions:

I. Alignment to Standards
II. Teaching Strategies
III. Instructional Supports
IV. Assessment

Each of these dimensions is rated on a scale of 0 to 3:
0—Does not meet any of the criteria in the dimension
1—Meets some of the criteria in the dimension
2—Meets many of the criteria in the dimension
3—Meets all of the criteria in the dimension

This rubric is designed to evaluate:

Lessons that include instructional activities and assessments that may extend over a few class periods or days
Units that include integrated and focused lessons that extend over a longer period of time

The rubric is not designed to evaluate a single task or stand-alone activity.

Intended Use:

Review existing lessons and units to determine what revisions or supplements are needed

Inform the development of new lessons and units

Build the capacity of educators to evaluate and improve the quality of instructional materials for use in their classrooms and schools.

Reviewed resources may be in either print, digital, or online formats. They may carry different licensing types from open educational resources (OER) to all rights reserved.

Review Process

- Reviews using this rubric are best accomplished collaboratively, with team members providing specific evidence of how a resource meets dimension criteria and discussing the results.
- Look at the criteria in each dimension through the lens of the intended grade band.
- Check a criterion box only if there is clear and substantial evidence of the criterion (there are no "half-checks"). There may be instances when reviewers find clear and substantial evidence of a criterion and there are still constructive suggestions that can be made. In such cases, reviewers may provide feedback related to criteria that have been checked.
- For some resources, certain criteria will not be applicable. As a result, it's acceptable to give a "3" rating without having all of the criteria checked within a dimension; just support all ratings with specific evidence.

If recommendations for improvement are too significant, then the rating should be less than a "3." There should be a relationship between the number of checks and the overall rating. There shouldn't be huge misalignment, but it comes down to professional judgment. Reviewers should stand back and look at the review in its totality.

This rubric is modeled on the EQuIP rubrics derived from the Tri-State Rubric and the collaborative development process led by Massachusetts, New York, and Rhode Island and facilitated by Achieve. This Social Studies adaptation by the Washington Office of Superintendent of Public Instruction is based on versions from Massachusetts, Ohio, Kentucky, and Rhode Island and is licensed under a Creative Commons Attribution license.

Recommendations:

To effectively apply this rubric, an understanding of the Washington State Social Studies Learning Standards (GLEs), the Washington State ELA and Literacy in History/Social Studies Standards (Common Core State Standards), and the C3 Framework for Social Studies State Standards is needed.



Notes

- Materials from other states may need to be adapted to work within Washington learning standards. Prior to any adaptation, make sure edits are permitted under the resource license type.
- Even an exemplary unit may have to be adapted to meet the specific needs of your learners. Teaching is a changing practice; there will always be new and updated resources.

Additional Resources

Office of Superintendent of Public Instruction - Social Studies
Washington State Social Studies Laws/Regulations
Washington Social Studies Teachers Connect
Washington State Council for the Social Studies
C3 Resources from the C3 Literacy Collaborative

We express our gratitude to all the educators involved in the adaptation of this rubric. Without their support and expertise in the field of Social Studies, this resource would not be possible. This work was funded through a grant from the Washington State OER Project and administered by Educational Service District 105.

version 2.3
updated 5/31/2016

This rubric is modeled on the EQuIP rubrics derived from the Tri-State Rubric and the collaborative development process led by Massachusetts, New York, and Rhode Island and facilitated by Achieve. This Social Studies adaptation by the Washington Office of Superintendent of Public Instruction is based on versions from Massachusetts, Ohio, Kentucky, and Rhode Island and is licensed under a Creative Commons Attribution license.

Washington Quality Review Rubric for Social Studies Lessons & Units – Version 2.3

Unit Title: _____ **Reviewer ID:** _____

I. Alignment to Standards
The lesson/unit: ☐ Targets a set of grade-level standards in the Washington State Social Studies Learning Standards (GLEs) in one or more of the following areas: Geography, Civics, Economics, History, or Social Studies Skills. ☐ Integrates social studies content knowledge with reading, writing, speaking, and listening skills as outlined in the Washington State ELA and Literacy in History/Social Studies Standards (Common Core State Standards) *K–5: pages 9–33* *6-12: pages 59–66*
Summary of Observations and Suggestions for Improvement:
Rating: 3 2 1 0
Rating Scale for Dimensions I, II, III, IV: 3: Meets most to all of the criteria in the dimension. 2: Meets many of the criteria in the dimension. 1: Meets some of the criteria in the dimension. 0: Does not meet the criteria in the dimension.

This rubric is modeled on the EQuIP rubrics derived from the Tri-State Rubric and the collaborative development process led by Massachusetts, New York, and Rhode Island and facilitated by Achieve. This Social Studies adaptation by the Washington Office of Superintendent of Public Instruction is based on versions from Massachusetts, Ohio, Kentucky, and Rhode Island and is licensed under a Creative Commons Attribution license.

Unit Title: _____ **Reviewer ID:** _____

II. Teaching Strategies

The lesson/unit infuses the strategies in the C3 Framework for Social Studies State Standards.

- ☐ **Integrates content and skills purposefully:** Thoughtfully introduces appropriate and relevant content for students to ground their inquiries and build disciplinary skills and conceptual knowledge.
- ☐ **Crafts questions that spark and sustain inquiry:** Provides deeper-level questions and/or gives students the opportunity to construct compelling and supporting questions to initiate and sustain an inquiry.
- ☐ **Students work collaboratively**: Engages students in disciplinary content to develop, examine, and communicate ideas.

The lesson/unit promotes literacy practices in the Washington State Learning Standards.

- ☐ **Credible primary and/or secondary sources**: When applicable, resource includes multiple perspectives.
- ☐ **Grade-level texts**: Resource includes readings that match grade band text complexity and are of sufficient quality and scope for the stated purpose.
- ☐ **Text-based evidence:** Facilitates rich and rigorous evidence-based discussions and writing through specific, thought-provoking questions.
- ☐ **Writing from sources:** Routinely expects that students draw and properly cite evidence from texts to inform, explain, or make an argument in a written form (notes, summaries, short responses or formal essays).
- ☐ **Academic vocabulary:** Focuses on building students' academic vocabulary in context throughout instruction.
- ☐ **Research:** Builds and presents knowledge through the process of analysis and synthesis as appropriate.

A longer lesson or unit should also:

- ☐ Increase text complexity: Focuses students on reading a progression of complex texts where the learning is sequenced, scaffolded, and supported to advance students toward independent reading.
- ☐ Make reading text closely and examining textual evidence a factor of the instructional focus.
- ☐ Build disciplinary knowledge in one or more of the following Washington State social studies strands (civics, economics, geography, history, and social studies skills).
- ☐ Provide state, tribal, and other perspectives, when applicable, while presenting or contrasting the unit within a global context.
- ☐ Integrate 21st Century skills (creativity and innovation, critical thinking and problem solving, communication, and collaboration).
- ☐ Provide tangible opportunities for taking informed action: Students, where curricularly appropriate, have the opportunity to culminate their academic inquiries through civic engagement.

Summary of Observations and Suggestions for Improvement:

Rating: 3 2 1 0

This rubric is modeled on the EQuIP rubrics derived from the Tri-State Rubric and the collaborative development process led by Massachusetts, New York, and Rhode Island and facilitated by Achieve. This Social Studies adaptation by the Washington Office of Superintendent of Public Instruction is based on versions from Massachusetts, Ohio, Kentucky, and Rhode Island and is licensed under a Creative Commons Attribution license.

Washington Quality Review Rubric for Social Studies Lessons & Units – Version 2.3

Unit Title: _____ **Reviewer ID:** _____

Rating Scale for Dimensions I, II, III, IV:

3: Meets most to all of the criteria in the dimension.
2: Meets many of the criteria in the dimension.
1: Meets some of the criteria in the dimension.
0: Does not meet the criteria in the dimension.

.

This rubric is modeled on the EQuIP rubrics derived from the Tri-State Rubric and the collaborative development process led by Massachusetts, New York, and Rhode Island and facilitated by Achieve. This Social Studies adaptation by the Washington Office of Superintendent of Public Instruction is based on versions from Massachusetts, Ohio, Kentucky, and Rhode Island and is licensed under a Creative Commons Attribution license.

Unit Title: _____ **Reviewer ID:** _____

III. Instructional Supports

The lesson/unit is responsive to varied student learning needs.

- ❒ Includes a clear and specific purpose for instruction as well as specific guidance to support teaching and learning of targeted standards.
- ❒ Cultivates student interest and engagement in history/social studies.
- ❒ Supports learning of the core ideas, concepts, and practices of the C3 Inquiry Cycle as appropriate.
- ❒ Recommends and facilitates a mix of instructional approaches and best practices for a variety of learners, such as modeling, questioning strategies, checking for understanding, flexible grouping, pair-share, and scaffolding.
- ❒ Elicits students' prior knowledge and addresses common student conceptions/misconceptions.
- ❒ Supports students in making and evaluating evidence-based claims.
- ❒ Uses digital tools and media as appropriate to deepen student learning.
- ❒ Contains text features as appropriate to support student learning.
- ❒ Requires student involvement in and responsibility for their learning.

A longer lesson or unit should also:

- ❒ Demonstrate effective sequencing where the concepts and skills advance and deepen over time.
- ❒ Provide for various approaches to learning: relevant and transferable skills, application of literacy skills, student-directed inquiry, analysis, evaluation, and reflection.
- ❒ Use appropriate scaffolding, supporting student progress towards independent learning (may be more applicable across several units or the year).

Summary of Observations and Suggestions for Improvement:

Rating: 3 2 1 0

Rating Scale for Dimensions I, II, III, IV:

3: Meets most to all of the criteria in the dimension.
2: Meets many of the criteria in the dimension.
1: Meets some of the criteria in the dimension.
0: Does not meet the criteria in the dimension.

This rubric is modeled on the EQuIP rubrics derived from the Tri-State Rubric and the collaborative development process led by Massachusetts, New York, and Rhode Island and facilitated by Achieve. This Social Studies adaptation by the Washington Office of Superintendent of Public Instruction is based on versions from Massachusetts, Ohio, Kentucky, and Rhode Island and is licensed under a Creative Commons Attribution license.

Washington Quality Review Rubric for Social Studies Lessons & Units – Version 2.3

Unit Title: _____ **Reviewer ID:** _____

IV. Assessment
The lesson/unit provides sufficient guidance for interpreting student performance. ❒ Elicits evidence that a student can independently demonstrate that they can meet the targeted Washington State or other standard(s) identified in the lesson/unit. ❒ Includes aligned rubrics or assessment guidelines for interpreting student performance. ❒ Measures progress of fundamental understandings through embedded formative assessments that focus on learning target(s) and/or engage students in self-reflection. *A longer lesson or unit should also:* ❒ Use varied modes of curriculum-embedded assessments that may include pre-, formative, summative, and self-assessment measures.
Summary of Observations and Suggestions for Improvement:
Rating: 3 2 1 0
Rating Scale for Dimensions I, II, III, IV: 3: Meets most to all of the criteria in the dimension. 2: Meets many of the criteria in the dimension. 1: Meets some of the criteria in the dimension. 0: Does not meet the criteria in the dimension.

This rubric is modeled on the EQuIP rubrics derived from the Tri-State Rubric and the collaborative development process led by Massachusetts, New York, and Rhode Island and facilitated by Achieve. This Social Studies adaptation by the Washington Office of Superintendent of Public Instruction is based on versions from Massachusetts, Ohio, Kentucky, and Rhode Island and is licensed under a Creative Commons Attribution license.

Washington Quality Review Rubric for Social Studies Lessons & Units – Version 2.3

Unit Title: _____ **Reviewer ID:** _____

Total Score:
Overall Rating:

Summary Comments

Overall Rating for the Lesson/Unit:

E: Exemplar - Aligned and meets most to all of the criteria in dimensions **(total 11-12)**

E/I: Exemplar *if* Improved – Aligned and needs some improvement in one or more dimensions **(total 8-10).**

R: Revision Needed – Aligned partially and needs significant revision in one or more dimensions **(total 3 – 7)**

N: Not Ready to Review – Not aligned and does not meet criteria **(total 0-2)**

version 2.3
updated 5/31/2016

This rubric is modeled on the EQuIP rubrics derived from the Tri-State Rubric and the collaborative development process led by Massachusetts, New York, and Rhode Island and facilitated by Achieve. This Social Studies adaptation by the Washington Office of Superintendent of Public Instruction is based on versions from Massachusetts, Ohio, Kentucky, and Rhode Island and is licensed under a Creative Commons Attribution license.

CCSSO
Council of Chief State School Officers

CRITERIA for PROCURING and EVALUATING HIGH-QUALITY ASSESSMENTS

States have demonstrated their leadership and commitment to ensuring the success of all students by adopting college- and career-readiness standards. To realize the potential of these standards, states require assessments that match the depth, breadth, and rigor of the standards; accurately measure student progress toward college and career readiness; and provide valid data to inform teaching and learning.

Assessment of College and Career Readiness. States have taken different approaches to establishing college- and career-readiness standards and to putting in place high-quality aligned assessments. Many states have adopted the Common Core State Standards (CCSS); some have modified the CCSS to meet their state's context and needs; and others have developed standards independent of the CCSS. To provide assessments that are aligned to these standards, many states are working together through assessment consortia, while others are taking alternative paths for transition. This document is grounded in best practices for assessment development and in the research that defines college and career readiness for English Language Arts(ELA)/literacy and mathematics. Thus, regardless of each state's approach, this document is intended to be a useful resource for any state procuring and/or evaluating assessments aligned to their college- and career-readiness standards.

Assessment Criteria for States to Consider. This document provides criteria for states to consider as they develop procurements and evaluate options for high-quality state summative assessments aligned to college- and career-readiness standards. The criteria build on the states' high-quality summative assessment principles (CCSSO, 2013) which articulate their commitment to high-quality assessments aligned to college and career readiness. To assist states in operationalizing their commitment, this document pays particular attention to not only the criteria states could ask vendors to meet, but also to the evidence states could ask vendors to provide to demonstrate criteria have been – or will be – met. States will, of course, adapt these criteria to reflect their context, standards, and procurement regulations.

Contents of this Document. This document begins with an overview of the assessment criteria and continues with a chart containing detailed criteria and sample evidence. These criteria do not cover every area that a state would have to address in a procurement or evaluation process. Instead, they focus on the critical characteristics that should be met by high-quality assessments aligned to college- and career-readiness standards. A more comprehensive source for the development and validation of assessments is the *Standards for Educational and Psychological Testing* (AERA, APA, and NCME, 1999). The assessment criteria and evidence discussed herein were developed by referencing the *Standards for Educational and Psychological Testing* and several other key sources listed in the bibliography. Additional state-specific criteria at the end of the document highlight a few of the most important additional issues that states may wish to consider in a procurement or evaluation process.

Notes about Evidence and Terminology. This document is intended to support states in selecting assessments that meet a high bar for quality. Thus, the document suggests the evidence that states will need to review in order to make informed judgments on vendors' claims about the quality of their proposed assessments. Of course, vendors may propose assessments that are yet to be developed, assessments in development, and/or existing assessments. In designing procurement or evaluation procedures, states may therefore find it helpful to design the process for awarding "points" so as neither to reward existing (but poor quality) tests just because they have data available, nor to reward well-intentioned conceptual designs that are not executable. To support this goal, vendors should be asked to provide the most rigorous level of evidence they have available, consistent with the stage of assessment development they are in. The types of evidence that vendors should be expected to provide at different stages of development are described below:

- For assessments to be newly created, the most rigorous level of evidence will include the vendor's descriptions of their established and proven processes; data from similar assessments; proposed test blueprints and other specifications (e.g., test design documents, test specifications, item specifications, scoring specifications); exemplar test items, passages, and forms; proposed studies, reports, and technical documentation to be created during assessment development and operation; and the processes for responding to such data. In addition, the vendor's prior experience, expertise, and letters of recommendation should be included.
- For assessments that are currently in development, the most rigorous level of evidence will depend on the stage of assessment development. Evidence should include test blueprints and other specifications (e.g., test design documents, test specifications, item specifications, scoring specifications), and exemplar test items, passages, and forms. In addition, evidence should include as much of the data described below regarding pre-existing assessments as is available. Where such evidence is not available, vendors should provide descriptions of their established and proven processes; data from similar assessments, proposed studies, reports, and technical documentation to be created during assessment development and operation; and the process for responding to such data. In addition, the vendor's prior experience, expertise, and letters of recommendation should be included.
- For pre-existing assessments, the most rigorous level of evidence will include comprehensive validity evidence; test blueprints and other specifications (e.g., test design documents, test specifications, item specifications, scoring specifications); annual technical reports; results of studies on scaling, equating, and reporting; and exemplar test items, passages, and forms.

Additionally, regardless of the stage of test development, states may find it helpful to put in place best practice quality assurance and other processes so that states can monitor quality throughout development and administration, and periodically evaluate evidence to ensure criteria are being met.

Finally, a note about terminology. In this document, the term "assessments" generally refers to the entire suite of summative assessments a state would procure – that is, tests of ELA/literacy and mathematics in each grade assessed. In sections specifically about ELA/literacy or mathematics, however, the term refers to the set of summative assessments in that content area. The terms "assessment" and "test" are often used interchangeably when discussing a single grade level/content area. Throughout the document, the term "tasks" refers to extended-response, open-ended test items; "test items" refers to the stimuli used to elicit a response through, for example, multiple-choice or constructed-response items as well as tasks; and "forms" are systematic collections of test items and tasks that comprise the testing experience for a particular student in a grade/content area.

Overview of Assessment Criteria

A. Meet Overall Assessment Goals and Ensure Technical Quality

A.1 Indicating progress toward college and career readiness
A.2 Ensuring that assessments are valid for required and intended purposes
A.3 Ensuring that assessments are reliable
A.4 Ensuring that assessments are designed and implemented to yield valid and consistent test score interpretations within and across years
A.5 Providing accessibility to *all* students, including English learners and students with disabilities
A.6 Ensuring transparency of test design and expectations
A.7 Meeting all requirements for data privacy and ownership

B. Align to Standards – English Language Arts/Literacy

B.1 Assessing student reading and writing achievement in both ELA and literacy
B.2 Focusing on complexity of texts
B.3 Requiring students to read closely and use evidence from texts
B.4 Requiring a range of cognitive demand
B.5 Assessing writing
B.6 Emphasizing vocabulary and language skills
B.7 Assessing research and inquiry
B.8 Assessing speaking and listening
B.9 Ensuring high-quality items and a variety of item types

C. Align to Standards – Mathematics

C.1 Focusing strongly on the content most needed for success in later mathematics
C.2 Assessing a balance of concepts, procedures, and applications
C.3 Connecting practice to content
C.4 Requiring a range of cognitive demand
C.5 Ensuring high-quality items and a variety of item types

D. Yield Valuable Reports on Student Progress and Performance

D.1 Focusing on student achievement and progress to readiness
D.2 Providing timely data that inform instruction

E. Adhere to Best Practices in Test Administration

E.1 Maintaining necessary standardization and ensuring test security

F. State Specific Criteria (as desired)

Sample criteria might include

- Requiring involvement of the state's K-12 educators and institutions of higher education
- Procuring a system of aligned assessments, including diagnostic and interim assessments
- Ensuring interoperability of computer-administered items

A. Meet Overall Assessment Goals and Ensure Technical Quality*

Criteria	Evidence
A.1 **Indicating progress toward college and career readiness:** Scores and performance levels on assessments are mapped to determinations of college and career readiness at the high school level and for other grades to being on track to college and career readiness by the time of high school graduation.	• A description is provided of the process for developing performance level descriptors and setting performance standards (i.e., "cut scores"), including ○ Appropriate involvement of higher education and career/technical experts in determining the score at which there is a high probability that a student is college and career ready; ○ External evidence used to inform the setting of performance standards and a rationale for why certain forms of evidence are included and others are not (e.g., student performance on current state assessments, NAEP, TIMSS, PISA, ASVAB, ACT, SAT, results from Smarter Balanced and PARCC, relevant data on post-secondary performance, remediation, and workforce readiness); ○ Evidence and a rationale that the method(s) for including external benchmarks are valid for the intended purposes; and ○ Standard setting studies, the resulting performance level descriptors and performance standards, and the specific data on which they are based (when available). • A description is provided of the intended studies that will be conducted to evaluate the validity of performance standards over time.
A.2 **Ensuring that assessments are valid for required and intended purposes:** Assessments produce data, including student achievement data and student growth data required under Title I of the Elementary and Secondary Education Act (ESEA) and ESEA Flexibility, that can be used to validly inform the following: • School effectiveness and improvement; • Individual principal and teacher effectiveness for purposes of evaluation and identification of professional development and support needs; • Individual student gains and performance; and • Other purposes defined by the state.	• A well-articulated validity evaluation based on an interpretive argument (e.g., Kane, 2006) is provided that includes, at a minimum ○ Evidence of the validity of using results from the assessments for the three primary purposes, as well as any additional purposes required by the state (specify sources of data). ○ Evidence that scoring and reporting structures are consistent with structures of the state's standards (specify sources of data). ○ Evidence that total test and relevant sub-scores are related to external variables as expected (e.g., other measures of the construct). To the extent possible, include evidence that the items are "instructionally sensitive," that is, that item performance is more related to the quality of instruction than to out-of-school factors such as demographic variables. ○ Evidence that the assessments lead to the intended outcomes (i.e., meet the intended purposes) and minimize unintended negative consequences. Consequential evidence

* The term "technical quality" here refers to the qualities necessary to ensure that scoring and generalization inferences based on test scores are valid both within and across years. This document prioritizes certain aspects of technical quality, but as noted in the introduction, readers should also refer to other sources, primarily *The Standards for Educational and Psychological Testing*.

Criteria	Evidence
	should flow from a well-articulated theory of action about how the assessments are intended to work and be integrated with the larger accountability system. ○ The set of content standards against which the assessments are designed is provided. If these standards are the state's standards, evidence is provided that the content of the assessments reflects the standards, including the cognitive demand of the standards. If they are not the state's standards, evidence is provided of the extent of alignment with the state's standards. ○ Evidence is provided to ensure the content validity of test forms and the usefulness of score reports (e.g., test blueprints demonstrate the learning progressions reflected in the standards, and experts in the content and progression toward readiness are significantly involved in the development process).
A.3 **Ensuring that assessments are reliable:** Assessments minimize error that may distort interpretations of results, estimate the magnitude of error, and inform users of its magnitude.	• Evidence is provided of the reliability of assessment scores, based on the state's student population and reported subpopulations (specify sources of data). • Evidence is provided that the scores are reliable for the intended purposes for essentially all students, as indicated by the standard error of measurement across the score continuum (i.e., conditional standard error). • Evidence is provided of the precision of the assessments at cut scores, and consistency of student level classification (specify sources of data). • Evidence is provided of generalizability for all relevant sources, such as variability of groups, internal consistency of item responses, variability among schools, consistency from form to form of the test, and inter-rater consistency in scoring (specify sources of data).
A.4 **Ensuring that assessments are designed and implemented to yield valid and consistent test score interpretations within and across years:**	
• **Assessment forms** yield consistent score meanings over time, forms within year, student groups, and delivery mechanisms (e.g., paper, computer, including multiple computer platforms).	• A description is provided of the process used to ensure comparability of assessments and assessment results across groups and time. • Evidence is provided of valid and reliable linking procedures to ensure that the scores derived from the assessments are comparable within year across various test "forms" and across time. • Evidence is provided that the linking design and results are valid for test scores across the achievement continuum.
• **Score scales** used facilitate accurate and meaningful inferences about test performance.	• Evidence is provided that the procedures used to transform raw scores to scale scores is coherent with the test design and the intended claims, including the types of Item Response Theory (IRT) calibration and scaling methods (if used) and other methods for facilitating meaningful score interpretations over tests and time. • Evidence is provided that the assessments are designed and scaled to ensure the primary

Criteria	Evidence
	interpretations of the assessment can be fulfilled. For example, if the assessments are used as data sources for growth or value-added models for accountability purposes, evidence should be provided that the scaling and design features would support such uses, such as ensuring appropriate amounts of measurement information throughout the scale, as appropriate. • Evidence is provided, where a vertical or other score scale is used, that the scaling design and procedures lead to valid and reliable score interpretations over the full length of the scale proposed; and evidence is provided that the scale is able to maintain these properties over time (or a description of the proposed procedures is provided).
A.5 **Providing accessibility to *all* students, including English learners and students with disabilities:**	
• **Following the principles of universal design:** The assessments are developed in accordance with the principles of universal design and sound testing practice, so that the testing interface, whether paper- or technology-based, does not impede student performance.	• A description is provided of the item development process used to reduce construct irrelevance (e.g., eliminating unnecessary clutter in graphics, reducing construct-irrelevant reading load as much as possible), including ○ The *test item* development process to remove potential challenges due to factors such as disability, ethnicity, culture, geographic location, socioeconomic condition, or gender; and ○ *Test form* development specifications that ensure that assessments are clear and comprehensible for all students. • Evidence is provided, including exemplar tests (paper and pencil forms or screen shots) illustrating principles of universal design.
• **Offering appropriate accommodations and modifications:** Allowable accommodations and modifications that maintain the constructs being assessed are offered where feasible and appropriate, and consider the access needs (e.g., cognitive, processing, sensory, physical, language) of the vast majority of students.	• A description is provided of the accessibility features that will be available, consistent with state policy (e.g., magnification, audio representation of graphic elements, linguistic simplification, text-to-speech, speech-to-text, Braille). • A description is provided of access to translations and definitions, consistent with state policy. • A description is provided of the construct validity of the available accessibility features with a plan that ensures that the scores of students who have accommodations or modifications that do not maintain the construct being assessed are not combined with those of the bulk of students when computing or reporting scores.
• Assessments produce valid and reliable scores for **English learners**.	• Evidence is provided that test items and accessibility features permit English learners to demonstrate their knowledge and abilities and do not contain features that unnecessarily prevent them from accessing the content of the item. Evidence should address: presentation, response, setting, and timing and scheduling (specify sources of data).
• Assessments produce valid and reliable scores for **students with disabilities**.	• Evidence is provided that test items and accessibility features permit students with disabilities to demonstrate their knowledge and abilities and do not contain features that

Criteria	Evidence
	unnecessarily prevent them from accessing the content of the item. Evidence should address: presentation, response, setting, and timing and scheduling (specify sources of data).
A.6 **Ensuring transparency of test design and expectations:** Assessment design documents (e.g., item and test specifications) and sample test questions are made publicly available so that all stakeholders understand the purposes, expectations, and uses of the college- and career-ready assessments.	• Evidence is provided, including test blueprints, showing the range of state standards covered, reporting categories, and percentage of assessment items and score points by reporting category. • Evidence is provided, including a release plan, showing the extent to which a representative sample of items will be released on a regular basis (e.g., annually) across every grade level and content area. • Sample items with annotations and answer rationales are provided. • Scoring rubrics for constructed-response items with sample responses are provided for each level of the rubric. • Item development specifications are provided. • Additional information is provided to the state to demonstrate the overall quality of the assessment design, including ○ Estimated testing time by grade level and content area; ○ Number of forms available by grade level and content area; ○ Plan for what percentage of items will be refreshed and how frequently; ○ Specifications for the various levels of cognitive demand and how each is to be represented by grade level and content area; and ○ For ELA/Literacy, data from text complexity analyses.
A.7 **Meeting all requirements for data privacy and ownership:** All assessments must meet federal and state requirements for student privacy, and all data is owned exclusively by the state.	• An assurance is provided of student privacy protection, reflecting compliance with all applicable federal and state laws and requirements. • An assurance is provided of state ownership of all data, reflecting knowledge of state laws and requirements. • An assurance is provided that the state will receive all underlying data, in a timely and useable fashion, so it can do further analysis as desired, including, for example, achievement, verification, forensic, and security analyses. • A description is provided for how data will be managed securely, including, for example, as data is transferred between vendors and the state.

B. Align to Standards – English Language Arts/Literacy

Criteria	Evidence
B.1 **Assessing student reading and writing achievement in both ELA and literacy:** The assessments are English language arts and literacy tests that are based on an aligned balance of high-quality literary and informational texts.	• Test blueprints and other specifications as well as exemplar literary and informational passages are provided for each grade level, demonstrating the expectations below are met. • Texts are balanced across literary and informational text types and across genres, with more informational than literary texts used as the assessments move up in the grade bands, as the state's standards require. *For example, for common core aligned assessments, goals include* o *In grades 3-8, approximately half of the texts are literature and half are informational;* o *In high school, because comprehension of complex informational texts is crucial for readiness, texts are approximately one-third literature and two-thirds informational; and* o *In all grades, informational texts are primarily expository rather than narrative in structure, and in grades 6-12, informational texts are approximately one-third each literary nonfiction, history/social studies, and science/technical.* • Texts and other stimuli (e.g., audio, visual, graphic) are previously published or of publishable quality. They are content-rich, exhibit exceptional craft and thought, and/or provide useful information. • History/social studies and science/technical texts, specifically, reflect the quality of writing that is produced by authorities in the particular academic discipline.
B.2 **Focusing on complexity of texts:** The assessments require appropriate levels of text complexity; they raise the bar for text complexity each year so students are ready for the demands of college- and career-level reading no later than the end of high school. Multiple forms of authentic, previously published texts are assessed, including written, audio, visual, and graphic, as technology and assessment constraints permit.	• Text complexity measurements, exemplar literary and informational passages for each grade level, and other evidence (e.g., data, tools, procedures) are provided to demonstrate the expectations below are met. • At each grade, reading texts have sufficient complexity, and the average complexity of texts increases grade-by-grade, meeting college- and career-ready levels by the end of high school. • A rationale and evidence are provided for how text complexity is quantitatively and qualitatively measured and used to place each text at the appropriate grade level. *For example, for common core aligned assessments, goals include* o *Texts are placed in a grade **band** using at least one research-based quantitative measure;* o *Texts are placed at a grade **level** using a qualitative analysis measure, reflecting the expert judgment of educators; and* o *Most of the texts are placed within the grade **band** indicated by the quantitative*

Criteria	Evidence
	analysis, with exceptions usually found in high school literary texts.
B.3 **Requiring students to read closely and use evidence from texts:** Reading assessments consist of test questions or tasks, as appropriate, that demand that students read carefully and deeply and use specific evidence from increasingly complex texts to obtain and defend correct responses.	• Test blueprints and other specifications as well as exemplar test items are provided for each grade level, demonstrating the expectations below are met. • All reading questions are text-dependent and o Arise from and require close reading and analysis of text; o Focus on the central ideas and important particulars of the text, rather than on superficial or peripheral concepts; and o Assess the depth and specific requirements delineated in the standards at each grade level (i.e., the concepts, topics, and texts specifically named in the grade-level standards). • Many reading questions require students to directly provide textual evidence in support of their responses. *For example, for common core aligned assessments, goals include* o *A majority of reading score points is devoted to questions that ask students to directly provide textual evidence in support of their responses (e.g., constructed-response and/or two-part evidence-based selected-response item formats).*
B.4 **Requiring a range of cognitive demand:** The assessments require all students to demonstrate a range of higher-order, analytical thinking skills in reading and writing based on the depth and complexity of college- and career-ready standards, allowing robust information to be gathered for students with varied levels of achievement.	• Test blueprints and other specifications are provided to demonstrate that the distribution of cognitive demand for each grade level and content area is sufficient to assess the depth and complexity of the state's standards, as evidenced by use of a generic taxonomy (e.g., Webb's Depth of Knowledge) or, preferably, classifications specific to the discipline and drawn from the requirements of the standards themselves and item response modes, such as o The complexity of the text on which an item is based; o The range of textual evidence an item requires (how many parts of text[s] students must locate and use to response to the item correctly); o The level of inference required; and o The mode of student response (e.g., selected-response, constructed-response). • A rationale is provided justifying the distribution of cognitive demand for each grade level and content area. • Exemplar test items for each grade level are provided, illustrating each level of cognitive demand, and accompanied by a description of the process used to determine an item's cognitive level.
B.5 **Assessing writing:** Assessments emphasize writing tasks that require students to engage in close reading and analysis of texts so that students can demonstrate college- and career-ready abilities.	• Test blueprints and other specifications as well as exemplar test items for each grade level are provided, demonstrating the expectations below are met. • Writing tasks reflect the types of writing that will prepare students for the work required in college and the workplace, balancing expository, persuasive/argument, and narrative writing, as state standards require. At higher grade levels, the balance shifts toward more exposition and argument.

Criteria	Evidence
	For example, for common core aligned assessments, goals include ○ *Taking all forms of the test together, writing tasks are approximately one-third each exposition, argument, and narrative (some tasks may represent blended structures), with the balance shifting toward more exposition and argument at the higher grade levels.* • Tasks (including narrative tasks) require students to confront text or other stimuli directly, to draw on textual evidence, and to support valid inferences from text or stimuli.
B.6 **Emphasizing vocabulary and language skills:** The assessments require students to demonstrate proficiency in the use of language, including vocabulary and conventions.	• Test blueprints and other specifications as well as exemplar test items for each grade level are provided, demonstrating the expectations below are met. • Vocabulary items reflect requirements for college and career readiness, including ○ Focusing on general academic (tier 2) words; ○ Asking students to use context to determine meaning; and ○ Assessing words that are important to the central ideas of the text. • Language is assessed within writing assessments as part of the scoring rubric, or it is assessed with test items that specifically address language skills. Language assessments reflect requirements for college and career readiness by ○ Mirroring real-world activities (e.g., actual editing or revision, actual writing); and ○ Focusing on common student errors and those conventions most important for readiness. • Assessments place sufficient emphasis on vocabulary and language skills (i.e., a significant percentage of the score points is devoted to these skills).
B.7 **Assessing research and inquiry:** The assessments require students to demonstrate research and inquiry skills, demonstrated by the ability to find, process, synthesize, organize, and use information from sources.	• Test blueprints and other specifications as well as exemplar test items for each grade level are provided, demonstrating the expectations below are met. • Test items assessing research and inquiry mirror real world activities and require students to analyze, synthesize, organize, and use information from sources. *For example, for common core aligned assessments, goals include* ○ *Research tasks require writing to sources, including analyzing, selecting, and organizing evidence from more than one source, and often from sources in diverse formats; and* ○ *When assessment constraints permit, real or simulated research tasks comprise a significant percentage of score points when all forms of the reading and writing test are considered together.*
B.8 **Assessing speaking and listening:** Over time, and as assessment advances allow, the assessments measure the speaking and listening communication skills students need for college and career readiness.	• Over time, and as assessment advances allow, the speaking and listening skills required for college and career readiness are assessed. *For example, for common core aligned assessments, test items assessing speaking* ○ *Assess students' ability to express well-supported ideas clearly and to probe others' ideas; and*

Criteria	Evidence
	○ *Include items that measure students' ability to marshal evidence from research and orally present findings in a performance task.* *For example, for common core aligned assessments, test items assessing listening* ○ *Are based on texts and other stimuli that meet the criteria for complexity, range, and quality outlined in criteria B.1 and B.2 above; and* ○ *Permit the evaluation of active listening skills (e.g., taking notes on main ideas, elaborating on remarks of others).*
B.9 **Ensuring high-quality items and a variety of item types:** High-quality items and a variety of types are strategically used to appropriately assess the standard(s).	• Specifications are provided to demonstrate that the distribution of item types for each grade level and content area is sufficient to strategically assess the depth and complexity of the standards being addressed. Item types may include, for example, selected-response, two-part evidence-based selected-response, short and extended constructed-response, technology-enhanced, and performance tasks. • To support claims of quality, the following are provided: ○ Exemplar items for each item type used in each grade band; ○ Rationales for the use of the specific item types; ○ Specifications showing the proportion of item types on a form; ○ For constructed response and performance tasks, a scoring plan (e.g., machine-scored, hand-scored, by whom, how trained), scoring rubrics, and sample student work to confirm the validity of the scoring process; and ○ A description of the process used for ensuring the technical quality, alignment to standards, and editorial accuracy of the items.

C. Align to Standards – Mathematics

Criteria	Evidence
C.1 **Focusing strongly on the content most needed for success in later mathematics:** The assessments help educators keep students on track to readiness by focusing strongly on the content most needed in each grade or course for later mathematics.	• Test blueprints and other specifications are provided, demonstrating that the vast majority of score points in each assessment focuses on the content that is most important for students to master in that grade band in order to reach college and career readiness. For each grade band, this content consists of ○ Elementary grades – number and operations; ○ Middle school – ratio, proportional relationships, pre-algebra, and algebra; and ○ High school – prerequisites for careers and a wide range of postsecondary studies, particularly algebra, functions, and modeling applications. *For example, for common core aligned assessments, goals include* ○ *In elementary grades, at least three-quarters of the points in each grade align exclusively to the major work of the grade;* ○ *In middle school grades, at least two-thirds of the points in each grade align exclusively*

Criteria	Evidence
	to the major work of the grade; and ○ *In high school, at least half of the points in each course align exclusively to prerequisites for careers and a wide range of postsecondary studies.* • The assessment design reflects the state's standards and reflects a coherent progression of mathematics content from grade to grade and course to course.
C.2 **Assessing a balance of concepts, procedures, and applications:** The assessments measure conceptual understanding, fluency and procedural skill, and application of mathematics, as set out in college- and career-ready standards.	• Test blueprints and other specifications as well as exemplar test items for each grade level are provided, demonstrating the expectations below are met. • The distribution of score points reflects a balance of mathematical concepts, procedures/fluency, and applications, as the state's standards require. *For example, for common core aligned assessments, at least one-quarter of the points come from each of the following categories:* ○ *Conceptual understanding problems in which students to respond to well-designed conceptual problems;* ○ *Procedural skill and fluency problems (e.g., purely procedural problems, some requiring use of efficient algorithms, and others inviting opportunistic strategies); and* ○ *Application problems (e.g., in elementary and middle grades, solving grade-appropriate word problems reflecting growing complexity across the grades; in high school, rich application problems requiring students to demonstrate college and career readiness).* • All students, whether high performing or low performing, are required to respond to items within the categories of conceptual understanding, procedural skill and fluency, and applications, so they have the opportunity to show what they know and can do.
C.3 **Connecting practice to content:** The assessments include brief questions and also longer questions that connect the most important mathematical content of the grade or course to mathematical practices, for example, modeling and making mathematical arguments.	• Test blueprints and other specifications as well as exemplar test items for each grade level are provided, demonstrating the expectations below are met. • Assessments for each grade and course meaningfully connect mathematical practices and processes with mathematical content (especially with the most important mathematical content at each grade), as required by the state's standards. • Explanatory materials (citing test blueprints and other specifications) describe the connection for each grade or course between content and mathematical practices and processes. *For example, for common core aligned assessments, goals include* ○ *Every test item that assesses mathematical practices is also aligned to one or more content standards (most often within the major work of the grade); and* ○ *Through the grades, test items reflect growing sophistication of mathematical practices with appropriate expectations at each grade level.*

Criteria	Evidence
C.4 **Requiring a range of cognitive demand:** The assessments require all students to demonstrate a range of higher-order, analytical thinking skills in mathematics based on the depth and complexity of college- and career-ready standards, allowing robust information to be gathered for students with varied levels of achievement. Assessments include questions, tasks, and prompts about the basic content of the grade or course as well as questions that reflect the complex challenge of college- and career-ready standards.	• Test blueprints and other specifications are provided to demonstrate that the distribution of cognitive demand for each grade level is sufficient to assess the depth and complexity of the state's standards, as evidenced by use a of generic taxonomy (e.g., Webb's Depth of Knowledge) or, preferably, classifications specific to the discipline and drawn from mathematical factors, such as ○ Mathematical topic coverage in the task (single topic vs. two topics vs. three topics vs. four or more topics); ○ Nature of reasoning (none, simple, moderate, complex); ○ Nature of computation (none, simple numeric, complex numeric or simple symbolic, complex symbolic); ○ Nature of application (none, routine word problem, non-routine or less well-posed word problem, fuller coverage of the modeling cycle); and ○ Cognitive actions (knowing or remembering, executing, understanding, investigating, or proving). • A rationale is provided justifying the distribution of cognitive demand for each grade level and content area. • Exemplar test items for each grade level are provided, illustrating each level of cognitive demand, and accompanied by a description of the process used to determine an item's cognitive level.
C.5 **Ensuring high-quality items and a variety of item types:** High-quality items and a variety of item types are strategically used to appropriately assess the standard(s).	• Specifications are provided to demonstrate that the distribution of item types for each grade level and content area is sufficient to strategically assess the depth and complexity of the standards being addressed. Item types may include selected-response, short and extended constructed-response, technology-enhanced, and multi-step problems. • To support claims of quality the following are provided: ○ The list and distribution of the types of work students will be asked to produce (e.g., facts, computation, diagrams, models, explanations); ○ Exemplar items for each item type used in each grade band; ○ Rationales for the use of the specific item types; ○ Specifications showing the proportion of item types on a form; ○ For constructed response items, a scoring plan (e.g., machine-scored, hand-scored, by whom, how trained), scoring rubrics, and sample student work to confirm the validity of the scoring process; and ○ A description of the process used for ensuring the technical quality, alignment to standards, and editorial accuracy of the items.

D. Yield Valuable Reports on Student Progress and Performance

Criteria	Evidence
D.1 **Focusing on student achievement and progress to readiness:** Score reports illustrate a student's progress on the continuum toward college and career readiness, grade by grade, and course by course. Reports stress the most important content, skills, and processes, and how the assessment focuses on them, to show whether or not students are on track to readiness.	• A list of reports is provided, and for each report, a sample that shows, at a minimum o Scores and sub-scores that will be reported with emphasis on the most important content, skills, and processes for each grade or course; o Explanations of results that are instructionally valuable and easily understood by essentially all audiences; o Results expressed in terms of performance standards (i.e., proficiency "cut scores"), not just scale scores or percentiles; and o Progress on the continuum toward college and career readiness, which can be expressed by whether a student has sufficiently mastered the current grade or course content and is therefore prepared for the next level. (Note: Not all reporting information need be numerical; for example, actual student work on a released item could be presented, along with the rubric for the item and a discussion of common errors.) • The reporting structure can be supported by the assessment design, as demonstrated by evidence, including data confirming that test blueprints include a sufficient number of items for each reporting category, so that scores and sub-scores lead to the intended interpretations and minimize the possibility of misinterpretation.
D.2 **Providing timely data that inform instruction:** Reports are instructionally valuable, easy to understand by all audiences, and delivered in time to provide useful, actionable data to students, parents, and teachers.	• A timeline and other evidence are provided to show when assessment results will be available for each report. • A description is provided of the process and technology that will be used to issue reports in as timely a manner as possible. • Evidence, including results of user testing, is provided to demonstrate the utility of the reports for each intended audience.

E. Adhere to Best Practices in Test Administration

Criteria	Evidence
E.1 **Maintaining necessary standardization and ensuring test security:** In order to ensure the validity, fairness, and integrity of state test results, the assessment systems maintain the security of the items and tests as well as the answer documents and related ancillary materials that result from test administrations.	• A comprehensive security plan is provided with auditable policies and procedures for test development, administration, score reporting, data management, and detection of irregularities consistent with NCES and CCSSO recommendations for, at a minimum o Training for all personnel – both test developers and administrators; o Secure management of assessments and assessment data, so that no individual gains access to unauthorized information; o Test administration and environment; and o Methods used to detect testing irregularities before, during, and after testing, and steps

Criteria	Evidence
	to address them. • A description is provided of how security safeguards have been tested and validated for computer-based tests and for paper-and-pencil tests, as relevant.

F. State Specific Criteria (as desired)

It is likely that states will supplement the above criteria with criteria specific to their needs. These might, for example, include

- **Requiring involvement of the state's K-12 educators, institutions of higher education, and career/technical experts** in the design, development, and/or scoring of the assessments;
- **Procuring a system of aligned assessments, including diagnostic and interim assessments** designed to target and improve instruction as well as measure progress and performance; and
- **Ensuring interoperability of computer-administered items** consistent in all ways with the specifications laid out in the *Assessment Interoperability Framework* (2012) developed by the Common Education Data Standards (CEDS) project, so that tests and items owned by the state can be easily ported from one technology platform to another.

Rock Island - Milan School District #41
Board of Education Meeting
April 22, 2025

Sharon Williams, Ed. D.
Superintendent of Schools



FY25 Tentative Budget Amendment

Annaka Whiting
Chief Financial Officer



When should the budget be amended?

1. Total actual expenditures in any fund exceed budgeted expenditures
2. Projected deficit in any fund that reserves can't cover
    - Can’t move money from one fund to another
3. Unbudgeted fund transfers
    - Planned in advance, and can’t be from certain funding sources
4. Debt issuance
5. Unbudgeted major purchases, programs, projects, personnel, grants, etc.

Tentative Amendments:

1. **Total actual expenditures in any fund exceed budgeted expenditures**
    - Various expenditures to reflect estimated totals at year end will be impacted;
        - Bond Issuance; Capital Projects

4. **Debt issuance**
    - Record proceeds from sale of bond
    - Transfer Funds from Working Cash Fund to Capital by way of resolution - forthcoming June 10th

5. **Unbudgeted major purchases, programs, projects, personnel, grants, etc.**
    - School Maintenance Grant Awarded
    - ESSER funds; Grant period over

Tentative Amendments
Revenues by Fund

	Original Budget	Est. Amendment	Reason
Education	$ 85,553,970.00	$ 84,066,505.00	Reflect actuals for Tax Levy, CPPRT, Interest, and fees
Operations & Maintenance	$ 7,543,265.00	$ 7,910,620.00	Reflect Actual Tax Levy
Debt Service	$ 5,964,865.00	$ 6,319,535.00	Reflect Actual Tax Levy
Transportation	$ 2,179,732.00	$ 2,320,690.00	Reflect Actual Tax Levy
Municipal Retirement/Social Security	$ 3,705,892.00	$ 1,828,165.00	Reflect Actual Tax Levy
Capital Projects	$ 3,398,307.00	$ 6,000,000.00	Reflect Final CARES III Revenues and School Maint. Grant
Working Cash	$ 360,521.00	$ 53,000,000.00	Record Bond Proceeds
Tort	$ 1,514,479.00	$ 1,645,320.00	Reflect Actual Tax Levy
Fire Prevention & Safety	$ 2,786.00	$ 6,175.00	Estimate Increase in Interest
Totals	**$ 110,223,817.00**	**$ 163,097,010.00**	

THIS HOUSE ROCKS

Tentative Amendments Expenditures by Fund

	Original Budget	Est. Amendment	Reason
Education	$ 85,074,411.00	$ 82,000,000.00	Adjustments for grant expenses; Estimated actuals
Operations & Maintenance	$ 6,846,902.00	$ 6,846,902.00	No Change
Debt Service	$ 5,829,431.00	$ 5,930,515.00	Reflect Actual Payments
Transportation	$ 1,863,396.00	$ 1,863,396.00	No Change
Municipal Retirement/Social Security	$ 2,334,592.00	$ 2,334,592.00	No Change
Capital Projects	$ 3,000,000.00	$ 6,000,000.00	Bond Projects
Working Cash	$ -	$ 1,800,000.00	Abatement of WCF
Tort	$ 1,386,678.00	$ 1,926,120.00	Secure Entry Updates
Fire Prevention & Safety	$ -	$ -	No Change
Totals	**$ 106,335,410.00**	**$ 108,701,525.00**	

THIS HOUSE ROCKS

Fund Balances

- Projected Beginning Fund Balances, July 1, 2024
  Total - $63,131,938

Education	Operations & Maintenance	Debt Service	Transportation	Municipal Retirement/ Social Security	Capital Projects	Working Cash	Tort	Fire Prevention & Safety
35,325,222	7,098,914	2,162,890	4,072,782	2,219,807	8,440,767	2,316,973	1,315,614	178,969

- Actual Beginning Fund Balances, July 1, 2024
  Total - $72,722,200

Education	Operations & Maintenance	Debt Service	Transportation	Municipal Retirement/ Social Security	Capital Projects	Working Cash	Tort	Fire Prevention & Safety
40,768,135	7,133,505	1,472,173	2,217,449	2,997,004	13,391,935	2,974,984	1,594,627	172,388

Fund Balances Continued

- Projected Ending Fund Balances, June 30, 2025
  Total - $67,020,345

Education	Operations & Maintenance	Debt Service	Transportation	Municipal Retirement/ Social Security	Capital Projects	Working Cash	Tort	Fire Prevention & Safety
35,804,781	7,795,277	2,298,324	4,389,118	3,591,107	8,839,074	2,677,494	1,443,415	181,755

- Projected Ending Fund Balances with Amendment, June 30, 2025 - $74,581,755

Education	Operations & Maintenance	Debt Service	Transportation	Municipal Retirement/ Social Security	Capital Projects	Working Cash	Tort	Fire Prevention & Safety
42,000,000	8,100,000	1,900,000	2,600,000	2,500,000	13,400,000	2,600,000	1,300,000	181,755



Next Steps:

- **May 7th**: Public Notice Issued in the paper.
- **May 8th:** Copy of Amended Budget made available at the Admin Center & on District's website.
- **June 10th**: Public hearing and approval of amended budget at BoE meeting.
- **June 11th**: Amended Budget made available on District's website.
- Within 30 days of approval, file approved amended budget with ISBE and Rock Island County Clerk.
- Working Document; subject to change up to final approval.

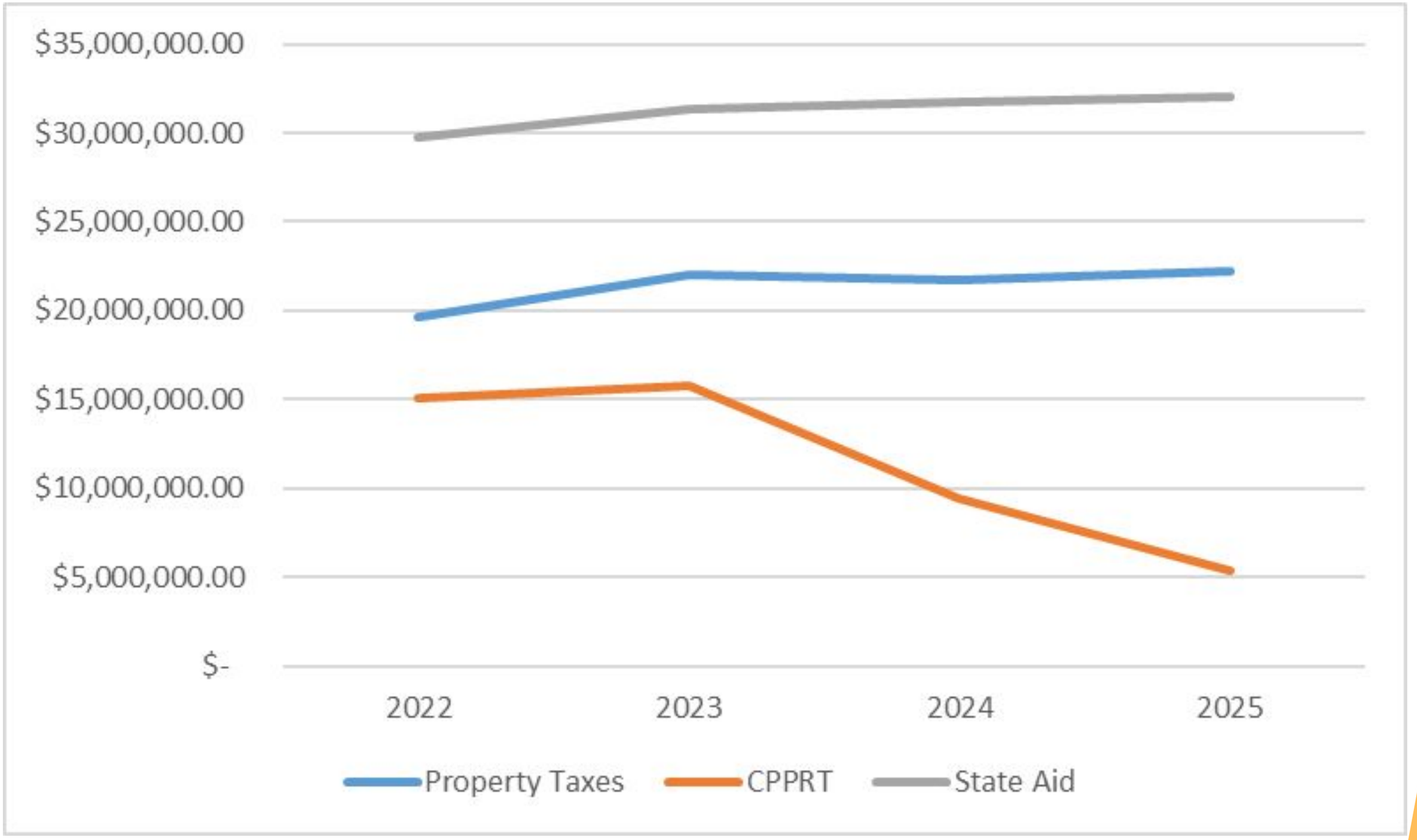
Considerations for FY2026

- **May 13th**: Resolution Authorizing Spending beginning July 1, 2025
- **June 10th:** Approval of vendors greater than $10,000 per Board Policy
- **August 12th**: FY2026 Tentative Budget Presentation
- **August 13th**: Public Hearing notice published and tentative budget posted on our website for public view
- **September 23rd:** Public Hearing and Adoption of FY2026 Budget
- **September 24th**: Adopted budget posted on website
- Within 30 days of budget adoption, file document with ISBE, County, and ROE
- October: Begin Tax Levy Discussions

Budgetary Considerations FY2026

- Reduction in CPPRT (Corporate Personal Property Replacement Tax) at the state level
- Uncertainty in federal funding
- Maximize growth in Equalized Assessed Values (Tax Levy)
- Strategic planning for capital projects
- Evaluate health insurance options and identify cost-saving opportunities.
- Review existing contracts and consider bidding for services (e.g., copier, audit services, etc.).
- Assess all expenditures and implement policies that promote strategic and purposeful spending.
- Pursue grant opportunities where applicable.

Education Fund Major Revenues – History



Scholar Enrollment Update SY 2025 - 2026

Alicia Sanders
Director of Student Services



District Registration OPEN!



We are pleased to announce that RIMSD 41 Registration for the 2025-2026 school year is officially opening Wednesday, April 23, 2025

Families can now enroll students for all grade levels.

Returning Students

Parents/Guardian will review registration rollover in Skyward Family Access - Submit

Proof of Residency (POR):

Kindergarten, 6th Grade, and 9th Grade

Once submitted, auto approved at the IT District Level

*If a family has multiple students for POR, the receiving school secretary will upload and notify receiving attendance centers.



THIS HOUSE ROCKS

New Students to RIMSD 41

Parent/Guardian create NEW Student Tile within Skyward Family Access - Submit

Proof of Residency (POR)

ALL NEW Student Grades

Once Submitted, auto approved at the IT District Level

Quick Way to Organize

Proof of Residency (POR) Focus

Elementary - Current 5th Graders, NEW, Entering Kindergarten

Junior High - Current 8th Graders

High School - NEW, Entering 9th Graders (Junior High follow up)

PreK - All NEW Students

School Health Link MOU and Partnership Update

Alicia Sanders
Director of Student Services



School Health LINK, Inc.

- **Mission**
  - The School Health LINK, Inc. is devoted to keeping the children and adolescents of Rock Island County active and engaged in learning by providing low cost, comprehensive health care and prevention services.
- **Vision**
  - Collaborating with the Rock Island County Health Department, area schools, hospitals and medical providers
  - Reaching children where they are by bringing healthcare services and information to the schools
  - Serving as a vital component of their health care safety net
  - Fostering healthy behaviors in your people

School Health LINK, Inc.
Next Steps

- Approve MOU
- Finalize space
- Nurse Practitioner and Medical Assistant
- Complete equipment purchasing for clinic
- Increase Social Media and Marketing presence
- Begin soft opening of clinic in Fall of 2025
- Full service up and running prior to the end of Fall semester

Retiring Board of Education Members - Thank You

Sharon Williams, Ed. D.
Superintendent



Thank you for your service!



Margie Mejia-Caraballo, Member

Term 2023-2025

Thank you for your service!



Gary Rowe, Member

Term 2017-2025

Thank you for your service!



Terell Williams, President

Term 2017-2025



THIS HOUSE ROCKS

ROCK ISLAND - MILAN

BUILDING *Our Future*

ROCK ISLAND - MILAN SCHOOL DISTRICT 41
FACILITIES MANAGEMENT PLAN FOR EXCELLENCE IN EDUCATION

APRIL 22, 2025

AGENDA

- New Partners
- Summer 2025 Projects
- Investment

PURPOSE

As a living document, it is expected that this plan will undergo periodic reviews and adaptations as required to meet the changing needs of the district. The initial scope of work identified through the Community Engagement Planning Process is illustrated in FMP document. Each month, we will provide an update on our current and future projects.



RIMSD #41

New Partners

CORDOGAN CLARK GROUP

RUSSELL

IDG+ ARCHITECTS

SUMMER 2025 PROJECTS

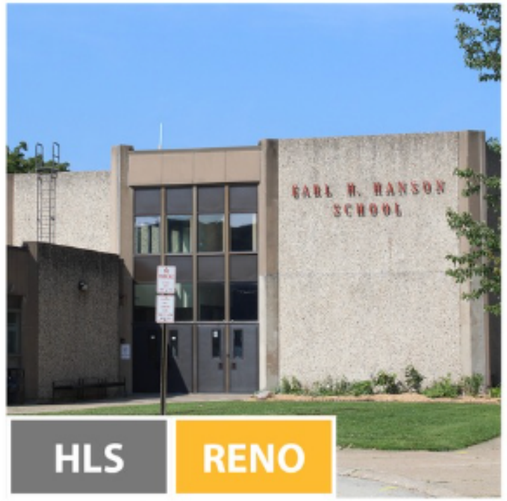
ELEMENTARY SCHOOLS



HLS

DENKMANN ELEMENTARY

New roof
Tuckpointing



HLS RENO

EARL HANSON ELEMENTARY

Fire alarm system



HLS

LONGFELLOW LIBERAL ARTS

Tuckpointing

RENO RENOVATE

ADD ADDITION

NEW NEW CONSTRUCTION

CON CONSOLIDATED

ELEMENTARY SCHOOLS



THOMAS JEFFERSON ELEMENTARY

Fire alarm system



ROCK ISLAND CENTER FOR MATH AND SCIENCE

Parking lot improvements

RENO RENOVATE

ADD ADDITION

NEW NEW CONSTRUCTION

CON CONSOLIDATED

JR HIGH/ HIGH SCHOOLS



EDISON JUNIOR HIGH SCHOOL

Secured entry redesign



WASHINGTON JUNIOR HIGH SCHOOL

Secured entry redesign; Basement repairs



ROCK ISLAND HIGH SCHOOL

Cafeteria Flooring; HVAC Design, Replacements and Control Update; Aquatics Center

INVESTMENT

at a glance

SHORT AND LONG-TERM FINANCING PLANS

- **Short-Term Improvements**
  - 1% sales tax
  - Series 2025 Working Cash Bond
  - Capital Improvement and Working Cash Funds
- **Long-Term Improvements**
  - Issue bonds
  - Referendum



FUNDING OUR FUTURE

Project	Cost
Summer 2025 Facility Improvement Projects (Denkmann roof and tuckpointing; Longfellow tuckpointing; Rock Island High School tuckpointing; Earl Hanson fire alarm system; Thomas Jefferson fire alarm system; Rock Island Center for Math and Science parking lot)	$2,493,000
Edison and Washington JHS Secured Entry Redesign	$248,900
RIHS Cafeteria Floor	$258,000
RIHS HVAC Design and Controls	Est. $10,000,000
Washington Basement Repairs	$173,000
RIHS Aquatics Center	Est. $16,000,000

THANK YOU!

THE ROCK ISLAND - MILAN SCHOOL DISTRICT 41 BOARD OF EDUCATION WISHES TO THANK OUR PARTNERS, COMMUNITY MEMBERS, FAMILIES, STAFF MEMBERS AND SCHOLARS FOR CONTRIBUTING TO ***BUILDING OUR FUTURE***.

THIS PLAN IS A LIVING DOCUMENT, AND AS SUCH, WE SOLICIT YOUR CONTINUOUS INPUT AND FEEDBACK AS WE EMBARK UPON THIS AMBITIOUS PLAN TO CREATE ENRICHING LEARNING SPACES FOR OUR SCHOLARS.



Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Scott Vance, Assistant Superintendent of Teaching and Learning
Date: April 22, 2025
Re: Amplify Education Partnership (amendment)

Amplify Education provides ELA and Science curriculum and supplementary programs for the Rock Island-Milan School District elementary schools.

In support of the district's reading initiative, the Teaching and Learning Department is recommending amending the current partnership with Amplify Education to provide professional development for elementary teachers in the Science of Reading. The Science of Reading is Amplify Education's early literacy suite combining essential instructional elements such as: assessment, core instruction, personalized learning, and interventions. Professional development on the implementation of this curriculum in conjunction with other professional development opportunities provided by the district will provide our staff the skills and knowledge to continue to effectively instruct our scholars in the area of reading.

Therefore it is recommended that the District approve an amended contract with Amplify Education, 55 Washington Street, Suite 800, Brooklyn, New York, 11201 in the amount of $5,550 as presented.

Investment Period: February 7, - June 30, 2025
Amended Investment: $5,500 (total investment $117,550.00)
Funding Source: Federal Funds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Amplify **EMAIL:** kmcdonald@amplify.com

ADDRESS: 55 Washington St, Ste 800, Brooklyn, NY 11201

DATES OF SERVICE TO BE COMPLETED: 24-25

SCHOOL DISTRICT CONTACT: Stacey Golz

COMPENSATION: $ 5,500 PD (original 112,050.00 = 117,550.00)

DESCRIPTION OF DUTIES:

Original - Amplify Reading Boost Licenses for 24-25: $42,750.00
Original - Amplify mCLASS Licenses for 24-25: $34,650.00
Original - Amplify Science Licenses for 24-25: $34,650.00
New:
Science of Reading Professional Development - $5,500.00

Is this a Subscription/Software: Yes ☐ or No ☒

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ☐

Requesting School: T&L Deparment

Budget Code: T1tle 1 School improvement

Signature of Vendor: _____ **Date:** _____

Signature of Budget Administrator: _____ **Date:** _____

_____ _____

Superintendent or School Board President **Date**

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-508056-1
Date: 3/26/2025
Expires On: 4/25/2025
Delivery Service Level: Standard

Customer Contact Information
Dorian Maag
Rock Island Milan Sch Dist 41
(309) 793-5985
dorian.maag@rimsd41.org

Amplify Contact Information
Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

Professional Development

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
Deepen your Knowledge of Science of Reading (1/2 Day Onsite)	2.00	$2,500.00	$5,000.00
Build your Knowledge of Science of Reading (90 Minutes Remote)	1.00	$500.00	$500.00
TOTAL		$3,000.00	$5,500.00

GRAND TOTAL $5,500.00

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2024 until 06/30/2025.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, Inc. ("Amplify") and your school, district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement"). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). If you do not agree to this Agreement, do not access, download, or use the Products.

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Jeff Dase, Deputy Superintendent of Schools
Date: April 22, 2025
Re: **Contract for Services: Center for High School Success**

In service of Strategic Priority Two, I am recommending that we continue to engage in a partnership with the Center for High School Success to support our efforts to improve 9th grade on track to graduation and instructional and organizational strategies to support scholars to persist to graduation.

On the 2024 Illinois State Board of Education Report Card, it is reported that our 9th grade on track to graduation percent was 77.2% compared to the state average of 88.2%. Disaggregated data shows that there is a gap between the 9th grade on track percentages between Black, Hispanic, Low Income, Scholars with IEPs and English Learners with all and White Scholars. Our current graduation rate is 82.4%, this is 5.3% percentage points lower than the state average, and gaps persist between scholar groups.

According to the University of Chicago Consortium on School Research, on-track 9th grade students are more than three and one-half times more likely to graduate from high school in four years than off-track students. The indicator is a more accurate predictor of graduation than students' previous achievement test scores or their background characteristics.

The proposed partnership will build upon the work completed during the 2024-2025 school year which includes:

- Providing high quality evidence-based coaching to support team leads, school and district leadership, and 9th Grade School Team.
- Supporting the RIMSD 41 and Rock Island High School with implementing strategic changes necessary to maximize ninth grade success.
- Facilitating Ninth Grade Success Institutes for staff, including the principal, lead administrator for 9th Grade School Team, and 9th Grade School Team Leads.
- Providing job-embedded coaching and quarterly collaboratives for promoting student success and to provide a structured process to identifying and addressing common challenges.

Investment Period: July 1, 2025 - June 30, 2026
Total Investment: $67,980.00
Funding Source: Title IV Federal Grant Funding

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Agreement for Services

Ninth Grade Success Partnership
2025–2026 School Year

This Agreement for Services ("Agreement") is between Center for High School Success (CHSS), a program of Stand for Children Leadership Center Inc. ("Organization"), and Rock Island-Milan School District ("District").

To learn more about CHSS visit highschoolsuccess.org.

SECTION ONE: VISION & MISSION

The Center for High School Success partners with high schools and districts to improve graduation rates by raising 9th Grade On-Track Rates.

SECTION TWO: AGREEMENT TERM

District and Organization agree that CHSS will support District with implementing the Ninth Grade Success Partnership ("9GS") at the partner high schools listed in Section 8 and any other high schools that District and Organization mutually agree in writing will be added to such list during the Term ("Partner Schools") as described below during the District's 2025/26 school year, which will start on July 1, 2025, and end on June 30, 2026 (the "Term"). A party to this Agreement may terminate it before the end of the Term if the other party materially breaches any of its obligations hereunder and fails to cure such breach to the satisfaction of the non-breaching party within 10 days after the non-breaching party provides notice of the breach to the breaching party. If District terminates this Agreement for breach as provided in this Section then, within 30 days after such termination, Stand must issue a pro rata refund of the fee paid by District based on the number of days remaining in the Term.

SECTION THREE: WORKING AGREEMENTS FOR NINTH GRADE SUCCESS PARTNERSHIP IMPLEMENTATION

CHSS agrees to:

- Provide high quality direct support to Partner Schools according to the CHSS 9GS implementation supports outlined in Section Five: CHSS Ninth Grade Success Scope of Work.
- Utilize proven coaching methods in working with team leads, school and district leadership, and 9GS Teams.
- Provide high quality professional development to 9GS Teams.
- Support the success and effectiveness of participants as the primary focus and purpose of coaching visits.
- Support the District and Partner Schools with implementing changes necessary to maximize ninth grade success.
- Honor the confidentiality of the work with participants.
- Disclose situations with safety or ethics implications to the high school principal or district superintendent.
- Respond to participants in a timely manner.
- Honor the demanding schedule of site administrators, offering services on site whenever possible.
- Treat data and information with confidentiality, and in accordance with the terms outlined in this Agreement.

District agrees to:

- Designate a District Administrator to coordinate partnership activities with CHSS and Partner Schools, including but not limited to:
    - Identifying high schools within the district that will benefit from an 9GS partnership with CHSS;
    - Facilitating relationships between CHSS and Partner Schools, including introduction of CHSS to high school administrators;
    - Connecting CHSS with a district IT administrator to plan for data sharing with CHSS;

- Preparing the District and Partner Schools for onboarding activities;
- Attending the 9GS Institute and an initial intake conversation with coach;
- Ensuring Partner Schools have timely access to the data they need to successfully implement the 9GS Approach;
- Attending quarterly regional 9GS Collaboratives.

- Support high schools to implement system level improvements needed to maximize 9GS.
- Share student-level data with CHSS according to the terms outlined in this Agreement.
- Encourage each of the Partner Schools listed in Section 8 do the following:
  - Appoint an 9GS team lead and allocate either release time or a stipend.
  - Assemble a cross-disciplinary 9th grade team.
  - Appoint a building administrator (principal or assistant principal) to oversee 9GS Approach implementation and to be part of the 9GS Team(s).
  - Fully avail itself of the 9GS implementation supports offered by CHSS, including but not limited to:
    - Participating in the 9GS Summer Institute and 9GS Collaboratives;
    - Completing the 9GS roadmap inventory;
    - Engaging with coaching, including at least 2 on-site or virtual visits per month; and
    - Participate in monthly "triangle" meetings between coach, school administrator, and 9GS Team Leads.
  - In order to maximize ninth grade on-track rates, commit to implementing school and classroom practices that contribute to the success of 9th grade students.
  - Approach the coaching relationship with openness and integrity.
  - Provide feedback to the CHSS coach and staff for ongoing improvement.

Data Access:
Successful implementation of the 9GS Approach requires timely access to actionable data presented in a way that allows 9th Grade Success Teams to make data-informed decisions that drive equitable outcomes for students. This includes, but is not limited to:

- Identifying individual students who need support for staying on-track to graduate;
- Examining individual student strengths and areas for development;
- Comparing progress and outcomes across specific groups of students;
- Determining the impact and effectiveness of tiered systems of support.

Under this Agreement, District agrees to provide access to real-time, accessibly formatted grades, attendance, and behavior data to 9GS Teams and the CHSS coach to help educators monitor 9GS indicators at district, school, and student levels.

Furthermore, District agrees to:

- Designate and provide below the name or names and contact information of District's information technology specialist(s) to coordinate data access and development of accessibly formatted, real-time data;
- Share de-identified student level data with CHSS according to the terms outlined in the Data Sharing section of this Agreement.

Please provide the name and contact information of District's information technology specialist or specialists who will serve as District's primary liaison(s) regarding data/IT requests and supports:

Name: _____ **Title:** _____

Email: _____ **Phone:** _____

SECTION FOUR: INFORMATION AND PRACTICE SHARING FOR CONTINUOUS IMPROVEMENT

To continuously improve and enable data to inform CHSS's decision-making, CHSS engages in continuous evaluation of the implementation and effectiveness of its programs and practices. Ongoing evaluation benefits CHSS's partner school districts by informing CHSS of the effectiveness of different supports so CHSS can adjust practices accordingly. Additionally, CHSS's ongoing evaluation may reveal new findings about the broader efforts to support high school improvement. Thus, CHSS has a legitimate educational interest in school data necessary for evaluation.

SECTION FIVE: CHSS NINTH GRADE SUCCESS SCOPE OF WORK

CHSS will provide high-quality training, coaching, technical assistance, data support, and resources to District and the Partner Schools listed in Section 8 committed to developing effective 9GS programs as a key lever for increasing on-time graduation rates. To that end, CHSS will provide:

- **Ninth Grade Success Institutes:** CHSS will provide a training for up to 15 staff, including the principal, lead administrator for 9GS, all 9GS Team leads, 9th grade teachers, and other key staff from each Partner School. Institutes cover the fundamentals of the 9GS Approach and enable critical initial planning.
- **Needs Assessment, Goal Setting, and Coaching Plan:** CHSS will assist each Partner School to assess their current systems and practices that impact 9th graders' success using the CHSS roadmap inventory, develop achievable improvement goals and plans, align resources, and craft customized coaching plans detailing how CHSS will help each Partner School achieve their 9th grade on track goals.
- **Job-Embedded Coaching:** Expert CHSS coaches will work directly with each 9GS Team Lead and 9GS Team for up to 12 hours per month, helping team leads to analyze data to ensure focus on the right students, to identify grade level data trends, to plan and execute effective 9GS team meetings, to ensure effective meeting follow up, and to support progress toward goals.
- **Quarterly Collaboratives:** CHSS will host three collaboratives for teams from each Partner School throughout each school year. Collaboratives are designed to help Partner Schools share effective practices for promoting student success and to provide a structured process for a network of schools to identify and generate solutions to common challenges.
- **Access to Tools and Resources:** CHSS will provide Partner Schools access to an array of useful tools, protocols, and other resources designed to help Partner Schools significantly lift 9th grade on track rates, as well as support school-wide improvement.
- **Data Analytics for Continuous Improvement:** CHSS will provide schools and districts with quarterly data reports (point-in-time as well as trend and gap analysis) based on timely submission of the District's data to CHSS, coupled with direct coaching support with analyzing, synthesizing, and acting on data findings.
- **Monthly School Level Triangle Meetings:** To monitor progress and prompt high impact adjustments in practice or strategy, coaches will report monthly with school leadership and team leads to review quantitative and qualitative indicators of progress and address barriers to continuous improvement.
- **Quarterly District Level Triangle Meetings:** To monitor progress and prompt high impact adjustments in practice or strategy, coaches will meet quarterly with the District Administrator and designated school administrative and teacher lead staff to review quantitative & qualitative indicators of progress and address barriers to continuous improvement.

SECTION SIX: CONFIDENTIAL INFORMATION

Definition

For purposes of this Agreement, the term "Confidential Information" shall mean any and all personally identifiable information, especially student or parent information, from Partner School and/or District education records provided by Partner Schools and/or the District to CHSS and Organization personnel, in any medium.

Acknowledgement of Applicable Law
The parties acknowledge that provision by the District of Confidential Information is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in the Code of Federal Regulations, Title 34, Subtitle A, Chapter I, Part 99 (34 CFR Part 99), and may also be subject to state law student confidentiality provisions. The parties shall not engage in any behavior contrary to any such laws.

CHSS' Permitted Usage of Confidential Information
CHSS and Organization shall use Confidential Information solely for the purposes set forth in this Agreement. CHSS and Organization will perform all work under this Agreement in a manner that does not permit personal identification of any individual student or parent by anyone other than (a) Partner School personnel, (b) District personnel, and (c) CHSS or Organization personnel performing services contemplated by this Agreement.

Restrictions upon CHSS Disclosure of Confidential Information
The only CHSS or Organization personnel who will have access to Confidential Information will be those CHSS or Organization employees, contractors, and agents who are performing services contemplated by this Agreement. CHSS and Organization and its employees, contractors, and other agents with access to Confidential Information shall not disclose any Confidential Information to any third party.

Maintenance of Confidentiality
CHSS and Organization shall safeguard the Confidential Information against loss, theft, or other inadvertent disclosure, and shall take all reasonable steps necessary to establish safeguards that are consistent with all federal, state, and local law and District regulations and policies related to security for personally identifiable and other sensitive information, including but not limited to FERPA. CHSS and Organization will provide prior notification to District of plans to publish any information compiled by CHSS or Organization under this Agreement; moreover, publication shall be in a manner that does not permit identification, directly nor indirectly, of individual students, parents, or program participants.

Destruction of Confidential Information
CHSS and Organization agree to destroy all confidential, personally identifiable information obtained from District education records within 3 years of the termination of this Agreement.

SECTION SEVEN: DATA SHARING

CHSS coaches and staff may use confidential, personally identifiable student information to assist 9GS teams for the purposes set forth in this Agreement. CHSS coaches and staff assigned to work with District and its Partner Schools may access confidential, personally identifiable student information through data files provided by Partner Schools and District and through restricted access to District data systems. For the purposes of this Agreement, "Restricted Access" shall mean access is limited to those data essential to the purposes set forth in this Agreement. CHSS coaches and staff will use confidential, personally identifiable student information to conduct analyses and prepare reports for Partner Schools and District in alignment with the purposes set forth in this Agreement.

District shall provide CHSS data within two weeks of the end of each marking period (quarters, semesters, or trimesters) and final school year-end through secure electronic data file transfers and/or by granting CHSS restricted access to District data systems. CHSS will treat all data as Confidential Information according to the terms outlined in this Agreement. In accordance with the requirements of FERPA, CHSS coaches and staff assigned to work with District shall be considered school officials with legitimate educational interests for the purpose of having restricted access to school data.

The following personally identifiable student data are considered essential to the purposes set forth in this Agreement:

- Demographic characteristics
- Course enrollment
- Credits earned and attempted
- Course performance, including grades and GPA
- Attendance records
- Additional data and metrics implemented or tracked by the Partner School and/or District related to implementation of the 9GS program

Additionally, CHSS will use aggregated school-level data and de-identified student-level data to study and evaluate its programs and services, as described in Section 5 of this Agreement. Results of this analysis will be reviewed with authorized district and partner school staff. District will be asked to provide CHSS aggregated school-level and de-identified student-level data for these purposes. The data shall be securely transferred to CHSS in electronic data files. De-identified data should have all direct and indirect personal identifiers removed before collection by CHSS. The studies and evaluations will be conducted in a manner that will not permit the re-identification of any students by anyone other than the school district that provided the information to CHSS. Data will be kept confidential according to the terms outlined in this Agreement.

SECTION EIGHT: COST OF SERVICES

CHSS will provide the services described in this Agreement for the 2025-26 school year.

The annual cost of services is outlined below. Enrollment numbers have been obtained via public record and/or verified by state, district, or school.

HIGH SCHOOL NAME	**# OF 9TH GRADERS**	**2025-26 SCHOOL YEAR COST** $132/STUDENT
Rock Island High School	515	$67,980
TOTAL COST OF CHSS SERVICES		**$67,980**

Organization shall invoice District at the beginning of each school year for all identified Partner Schools. District shall pay Organization within thirty days of receipt of any invoices. Nonpayment may result in the suspension of services provided by CHSS to District at Organization's option or termination of this Agreement as set forth in Section 2. If actual enrollments vary by more than ten percent District and Organization may agree to modify the amount owed by District to Organization for the CHSS services.

Please provide the name and contact information of District's staff person who will serve as District's finance liaison regarding billing:

Name: _____ **Title:** _____

Email: _____ **Phone:** _____

SECTION NINE: DISCLAIMER OF WARRANTIES AND LIABILITY; HOLD HARMLESS

DISTRICT ACKNOWLEDGES AND AGREES THAT ALL THE SERVICES PROVIDED UNDER THIS AGREEMENT BY ORGANIZATION (THE "CHSS SERVICES") ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS. ORGANIZATION MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SERVICES. ORGANIZATION DOES NOT AND CANNOT WARRANT THAT THE CHSS SERVICES WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL OF THEM WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES.

Except as specifically provided in this Agreement or otherwise required by law, District agrees that Organization's officers, directors, employees, agents, and contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any of the CHSS Services or by reason of District's or its users' use of or access to the CHSS Services; including loss of profits, revenue, data or use by District or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event will the liability of Organization and its affiliates, individually or combined, exceed the amounts paid by District to Organization pursuant to this Agreement plus any applicable liability insurance proceeds.

Liability and Insurance. Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law. Each party agrees to maintain reasonable liability insurance coverage for such liabilities either through commercial insurance or a reasonable self-insurance mechanism, and the nature of such insurance coverage or self-insurance mechanism will be reasonably provided to the other party upon request. Such insurance shall be in amounts of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

SECTION TEN: ADDITIONAL TERMS

a. Assignment. Neither party may assign its rights or obligations hereunder without the other party's written consent.

b. Relationship of the Parties. Nothing contained in this Agreement shall be interpreted to evidence an employer-employee relationship, joint venture, partnership or principal-agent relationship between the parties. Neither party shall have any right or authority to act on behalf of, or incur any obligation for, the other party except as expressly set forth in this Agreement.

c. Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such party, including, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorist attacks, epidemics, fire, communication line failures, power surges or failures, earthquakes, or other natural disasters.

d. Sole Agreement. This Agreement constitutes the sole and complete agreement between the parties with respect to its subject matter and may not be modified or amended except by a writing signed by both parties hereto.

e. Waiver. The failure of either party to insist upon the performance of any of the terms and conditions of this Agreement shall not be construed as a waiver of any breach of that provision or of any other provision.

f. Severability. Should any provision of this Agreement be determined by a court having jurisdiction over this Agreement to be unenforceable, such court shall have jurisdiction to reform such provision so that it is

enforceable to the maximum extent permitted by law, and the parties agree to abide by such court's determination. If any provision of this Agreement cannot be so reformed, such provision shall be deemed to be severed from this Agreement and it shall not limit or otherwise modify or affect any other portion of this Agreement, which shall remain in full force and effect.

g. Counterparts. This Agreement may be executed in counterparts delivered by electronic transmission, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

h. Should any provision of this Agreement be determined by a court having jurisdiction over this Agreement to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by law, and the parties agree to bide by such court's determination. If any provision of this Agreement cannot be so reformed, such provision shall be determined to be severed from this Agreement and it shall not limit or otherwise modify or affect any other portion of this Agreement, which shall remain in full force and effect.

SECTION ELEVEN: SIGNATURES

Superintendent (Or Designee), District

Signature: _____ Date: _____

Name (printed): _____ Title: _____

District hereby acknowledges by their signature that they have read, understand, and agree to the terms of this Agreement. The parties to this Agreement acknowledge that it forms an agreement between them and, by the signatures of their respective representatives below, agree to be bound by the terms and conditions stated herein.

Center for High School Success, Organization

Signature: _____ Date: _____

Name (printed): _____ Title: _____

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Center for High School Success **EMAIL:** claire.bresnahan@highschoolsuccess.org

ADDRESS: 2121 SW Broadway, Ste 130, Portland, OR 97201

DATES OF SERVICE TO BE COMPLETED: 2025 - 26 School Year

SCHOOL DISTRICT CONTACT: Jeff Dase

COMPENSATION: $ 67,980.00

DESCRIPTION OF DUTIES:

To support efforts to improve the 9th Grade on Track to Graduation and instructional and organizational strategies to support scholars to persist to graduation.

Is this a Subscription/Software: Yes ☐ or No ☐

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ☐

Requesting School: District

Budget Code: _____

Signature of Vendor: Kaaren Andrews **Date:** 04/16/2025

Signature of Budget Administrator: _____ **Date:** 4/16/25

_____ _____

Superintendent or School Board President **Date**

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Scott Vance, Assistant Superintendent of Teaching and Learning
Date: April 22, 2025
Re: Continuation of Educational Epiphany Instructional Observation and Feedback Feedback Workshop Series

In service of Strategic Priority Two, the district will continue to partner with Educational Epiphany on implementation of the instructional observation and feedback tool designed in the 2024-2025 school year. A collaborative team of district, school, and teacher leaders convened to create the tool and continuation of the partnership with Educational Epiphany will allow district staff the opportunity to continue the work previously started.

The scope of work:

1. Core content demonstration, with the opportunity to observe high quality instruction aligned with the district developed instructional observation and feedback tool, focusing on:
    a. Composing and leveraging performance based objectives.
    b. Curriculum driven opportunities to teach and assess general and content specific academic language.
    c. 5 E's of effective instruction.
    d. Leveraging and maximizing professional learning communities to ensure equitable access to standard informed instruction.
    e. Defining expectations for writing.
2. Reflective debrief to identify key takeaways and actionable strategies for immediate classroom implementation.
3. In person and virtual professional development regarding use and implementation of the District developed instructional observation and feedback tool.

In order to support the work being done in collaboration by the Instructional Walkthrough Observation and Feedback team it is recommended that the Board of Education approve the contract for service with Educational Epiphany, 1750 Pennsylvania Avenue #27066, Washington, D.C. 20038 to deliver professional development in the amount of $167,495.00.

Investment Period: July 1, 2025 - June 30, 2026
Total Investment: $167,495.00
Funding Source: Federal Funds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Educational Epiphany **EMAIL:** educationalepiphany@gmail.com

ADDRESS: 1750 Pennsylvania Avenue #27066
Washington, D.C. 20038

DATES OF SERVICE TO BE COMPLETED: 2025-2026

SCHOOL DISTRICT CONTACT: Stacey Golz

COMPENSATION: $ 167,495.00

DESCRIPTION OF DUTIES:

Core Content Demonstrations Lesson - $52,500.00
Principals and Instructional Coaches - Cohort 1 - $37,500.00
Assistant principals and Deans of Students - Cohort 2 - $37,500.00

Is this a Subscription/Software: Yes ☐ or No ■

If yes, this is an internal form that does not need to be sent to the vendor.

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ☐

_____ _____
School Board President or Superintendent **Date**

Requesting School: _____

Budget Code: Federal Funds

Signature of Vendor: _____ **Date:** _____

Signature of Requestor: _____ **Date:** _____

Signature of Budget Administrator: _____ **Date:** _____

Educational Epiphany

1750 Pennsylvania Avenue #27066 • Washington, D.C. 20038 • 410.258.6443 • www.educationalepiphany.com

April 10, 2025

Dr. Sharon Williams
Superintendent
Rock Island- Milan School District 41
2000 7th Avenue
Rock Island, IL 61201

Please accept this communication as the official proposal for a multi-tiered approach to professional learning for key personnel. This proposal for Rock Island-Milan School District 41 includes the introduction to research-based instructional practices consistent with your districtwide core tenants.

Instructional Staff

Core Content Demonstration Lessons

Description: Educational Epiphany personnel will deliver live core content demonstration lessons with your students at each school, providing participants the opportunity to observe high-quality instruction aligned with the district's instructional observation and feedback tool.

During these sessions, participants will observe:

1. Point of Use Annotation of Performance-Based Objectives
2. Integration of the Universal Language of Literacy
3. Creating Meaning for Unfamiliar Words using Greek and Latin Word Parts
4. Point of Use Annotation of Complex Texts/Bringing Students up to the Text
5. Application of the Gradual Release of Responsibility

Following the demonstration lessons, participants will engage in a reflective debrief to identify key takeaways and actionable strategies for immediate classroom implementation.

Rock Island- Milan School District 41 Schools	Demonstration Proposed Dates
Denkmann Elementary School	September 3, 2025
Earl Hanson Elementary School	September 3, 2025
Eugene Field Elementary School	September 4, 2025
Frances Willard Elementary School	September 4, 2025
Longfellow Elementary School	September 9, 2025
Ridgeland Elementary School	September 9, 2025
Rock Island Academy	September 10, 2025
Thomas Jefferson Elementary School	September 10, 2025
Rock Island Center for Math and Science	September 11, 2025
Edison Junior High School	September 11, 2025
Rock Island High School	September 16, 2025
Thurgood Marshall Learning Center	September 16, 2025
Washington Junior High School	September 25, 2025

Instructional Leadership

This plan includes a combination of in-person and virtual professional learning opportunities for instructional leadership teams, including principals, assistant principals, deans of students, and instructional coaches. Each session will vary in focus and delivery model. The five areas of focus for the professional learning series are as follows:

Focus #1: Composing and Leveraging Performance-Based Objectives

Description: Educational Epiphany personnel will assess and strengthen participant understanding of the transformational power of standards-informed, performance-based objectives and build participant capacity to:

1. generate appropriate learning objectives
2. critique content and grade-specific learning objectives
3. differentiate between and among flawed, content-driven, and performance-based objectives.

By the close of this session, participants will be able to support the strategic use objectives as concrete road maps for planning, delivering, and assessing the strength of instruction, but moreover the strategic use objectives as a springboard for constructing deep conceptual understanding of academic language among staff and students.

Focus #2: Curriculum-Driven Opportunities to Teach and Assess General and Content-Specific Academic Language

Description: Educational Epiphany personnel will introduce participants to the immediate and lasting impact of teaching & assessing general and domain-specific academic language and best practices for seamlessly integrating the following research-based literacy supports into "before" and "during" reading opportunities across grades and disciplines:

1. Point of Use Annotation of Objectives
2. The Universal Language of Literacy
3. Greek and Latin Word Parts
4. The Four Types of Context Clues
5. Word and Definition Word Walls
6. Knowledge of High Frequency Words
7. Point of Use Annotation of Complex Texts/Bringing Students up to the Text

Focus #3: Gradual Release of Responsibility, the 5Es, and the Planning Table

Description: Educational Epiphany personnel will assess and strengthen participant understanding of the gradual release of responsibility [for ELA, Mathematics, Social Studies, and Electives] and the 5 Es of effective instruction [for Science].

Participants will understand the purpose of each phase and how to support the act of teachers holding themselves and students accountable to the cognitive demands associated with each important phase. This workshop will ensure that the instructional leadership team is providing teachers with consistent direction and support in their effort to actively and instinctively refrain from performing the heavy cognitive lifting for students and instead, require students to consistently do their appropriate share of thinking, writing, and problem solving.

Focus #4: Leveraging and Maximizing Professional Learning Communities to Ensure Equitable Access to Standards-Informed Instruction

Description: Educational Epiphany personnel will orient participants to the gold standard model for leading transformative content and pedagogy-driven PLCs. This session will provide a deep dive into the eight to ten requisite, content-specific planning questions which educators should pose to ensure equitable student access to dynamic, standards-informed, student-centered instruction.

Participants will leave with tools to aide them in their collective effort to speak with similar instructional leadership voices.

Focus #5a: Defining Expectations for Writing

Description: Educational Epiphany personnel will assess and strengthen participant understanding of:

1. The four types of informational writing [Grades K-12]
2. The six informational text structures that students must consider before and during the composition process [Grades 3-12]
3. The role that thesis statements, topic sentences, and supporting evidence play in standards-informed writing.

240

Participants will be equipped to support the planning, facilitation, and assessment of the quality of writing instruction consistent with the state's expectations in all content areas and grade bands.

Focus #5b: Effective Integration of Manipulates into the Mathematics Classroom

Description: Educational Epiphany personnel will assess and strengthen participant understanding of the purpose and power of integrating tangible and digital manipulatives in the mathematics classroom to ensure student ability to smoothly transition cognitively from the concrete, to the representational, and ultimately to an understanding the mathematical concepts in the abstract.

Participants will be equipped to support students with access to mathematics classrooms that focus equally on understanding and doing mathematics.

	Cohort 1: Principals and Instructional Coaches	Month
1	Composing and Leveraging Performance-Based Objectives	August
2	Curriculum-Driven Opportunities to Teach and Assess General and Content-Specific Academic Language	September
3	Gradual Release of Responsibility, the 5Es, and the Planning Table with Demonstration Lessons for the Core Content Areas	October
4	Leveraging and Maximizing Professional Learning Communities to Ensure Equitable Access to Standards-Informed Instruction	November
5	Defining Expectations for Writing/ Ensuring Conceptual Understanding of Abstract Concepts	December

	Cohort 2: Assistant Principals and Deans of Students	Month

1	Composing and Leveraging Performance-Based Objectives	August
2	Curriculum-Driven Opportunities to Teach and Assess General and Content-Specific Academic Language	September
3	Gradual Release of Responsibility, the 5Es, and the Planning Table with Demonstration Lessons for the Core Content Areas	October
4	Leveraging and Maximizing Professional Learning Communities to Ensure Equitable Access to Standards-Informed Instruction	November
5	Defining Expectations for Writing/ Ensuring Conceptual Understanding of Abstract Concepts	December

Professional Learning	Cost
Core Content Demonstrations Lesson	$52,500.00
Principals and Instructional Coaches - Cohort 1	$37,500.00
Assistant Principals and Deans of Students - Cohort 2	$37,500.00
Total	$167,495.00

Rock Island- Milan School District 41 will be assessed a fee of $127,500.00 for the professional learning series and supports for all three cohorts. Rock Island- Milan School District 41 will not be assessed for travel or lodging. 241

Thank you for the opportunity to support the improvement of student outcomes at Rock Island- Milan School District 41. I personally look forward to implementing this thoughtful plan of action in support of educators and children.

Sincerely,

Donyall D. Dickey, Ed.D.
Founder and Chief Executive Officer

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Scott Vance, Assistant Superintendent of Teaching and Learning
Date: April 22, 2025
Re: Amended Educational Epiphany Instructional Observation and Feedback Workshop Series

In service of Strategic Priority Two, the district will partner with Educational Epiphany to collaboratively develop an instructional observation and feedback tool. A collaborative team of district, school, and teacher leaders will convene to create the tool.

The scope of work originally included a combination of four in-person and virtual professional learning opportunities for the collaborative team. Over the course of these workshops, participants have:

1. Evaluate the district's current instructional observation and feedback tool, its alignment with best practices for teaching and learning and its capacity to provide schools with meaningful information necessary to support growth and achievement across scholar groups.
2. Leverage institutional, content, and pedagogical expertise to rethink and redesign the district's current instructional observation and feedback tool, consistent with high-impact research-based instructional practice and sensitivity to those closest to the work of teaching and learning.
3. Establish inter-rater reliability to ensure agreement among independent observers who rate, code, and assess the strength of teaching and learning in the district, with attention to the nuances of disciplines, grades, and grade-bands.

In the course of developing the Instructional Observation Tool it has become necessary to extend the original scope of work to include four additional session to complete the instructional observation and feedback tool (2 sessions) and for conducting non-evaluative calibration walks to assess and refine the effectiveness of the tool (2 sessions).

Therefore it is recommended that the District approve the amended contract for service with Educational Epiphany, 1750 Pennsylvania Avenue #27066, Washington, D.C. 20038 for the remainder of the 2024-2025 school year as presented.

Investment Period: February 7, - June 30, 2025
Total Investment (amended): $60,000 ($30,000 original investment)
Funding Source: Federal Funds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Educational Epiphany **EMAIL:** educationalepiphany@gmail.com

ADDRESS: 1750 Pennsylvania Avenue #27066
Washington, D.C. 20038

DATES OF SERVICE TO BE COMPLETED: 02/07/2025-06/30/2025

SCHOOL DISTRICT CONTACT: Stacey Golz

COMPENSATION: $ 30,000 (original $30,000 = Total $60,000.00)

DESCRIPTION OF DUTIES:

Scope of Work: This instructional observation and feedback workshop series will include a combination of four in-person and virtual professional learning sessions for key central office personnel and school-based leaders. Over the course of these workshop series, participants will:
1. Evaluate the district's current instructional observation and feedback tool, its alignment with best practices for teaching and learning, and its capacity to provide schools withmeaningful information necessary to support growth and achievement across studentgroups.
2. Leverage institutional, content, and pedagogical expertise to rethink and redesign thedistrict's current instructional observation and feedback tool, consistent with high-impact research-based instructional practice and sensitivity to those closest to the work ofteaching and learning.
3. Establish inter-rater reliability to ensure agreement among independent observers whorate, code, and assess the strength of teaching and learning in the district, with attention to the nuances of disciplines, grades, and grade-bands.

Is this a Subscription/Software: Yes ☐ or No ■

If yes, this is an internal form that does not need to be sent to the vendor.

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ☐

_____ _____
School Board President or Superintendent **Date**

Requesting School: _____

Budget Code: Federal Funds

Signature of Vendor: _____ **Date:** _____

Signature of Requestor: _____ **Date:** _____

Signature of Budget Administrator: _____ **Date:** _____

Educational Epiphany

1750 Pennsylvania Avenue #27066 - Washington, D.C. 20038 - 410.258.6443 - www.educationalepiphany.com

Amendment to the Memorandum of Understanding for the Instructional Observation and Feedback Workshop Series

April 10, 2025

This Amendment ("Amendment") is made and entered into as of April 10, 2025, by and between:

Rock Island-Milan School District 41 and **Educational Epiphany**.

Rock Island-Milan School District 41 has identified the need to develop an instructional observation and feedback tool designed to provide schools with meaningful, real-time information necessary to support the teaching and learning process. The District has determined that this need can be met in collaboration with Educational Epiphany.

Educational Epiphany is one of the nation's most trusted and impactful professional learning organizations, with a proven track record of school improvement across more than 40 states.

Recitals
WHEREAS, the parties entered into a Memorandum of Understanding ("MOU") dated January 27, 2025, to review, redesign, and test the inter-rater reliability of a districtwide instructional observation and feedback tool aligned with the expectations for teaching and learning established by the Board and Superintendent; and

WHEREAS, the parties now desire to amend the MOU to extend the term and provide for additional funding;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Extension of Term

The term of the MOU is hereby extended to include four (4) additional sessions during the 2024–2025 school year, unless terminated earlier in accordance with the terms of the MOU. During this extension, participants will:

1. Evaluate the district's current instructional observation and feedback tool, its alignment with best practices for teaching and learning, and its capacity to provide schools with meaningful data to support growth and achievement across student groups.

2. Leverage institutional, content, and pedagogical expertise to revise and redesign the tool, ensuring alignment with high-impact, research-based instructional practices and responsiveness to the needs of educators and students.
3. Establish inter-rater reliability to promote consistency and agreement among independent observers in evaluating the strength of instruction, with attention to discipline-specific and grade-level nuances.
4. Conduct **Non-Evaluative Calibration Walks** (Classroom Walkthroughs) with key district personnel to assess the effectiveness of the redesigned tool in real-time instructional settings.

2. Additional Funding

The total funding under the MOU is increased by **$30,000.00**. This additional funding will support:

- **Two (2) additional sessions** for the completion of the instructional observation and feedback tool across English Language Arts (ELA), Social Studies, Science, Mathematics, and Elective courses; and
- **Two (2) additional sessions** for conducting non-evaluative calibration walks to assess and refine the effectiveness of the tool.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Memorandum of Understanding for the Instructional Observation and Feedback Workshop Series as of the date first written above.

Rock Island-Milan School District 41
By: _____
Name:
Title:
Date:

Educational Epiphany
By: _____
Name:
Title:
Date:

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Scott Vance, Assistant Superintendent of Teaching and Learning
Date: April 22, 2025
Re: Lexia Partnership (amendment)

Currently the Rock Island-Milan School district partners with Lexia Learning Systems, LLC to provide English Language Arts software for our nine elementary schools as well as EL software to our English Learner staff in support of our EL scholars.

In support of the district's reading initiative, the Teaching and Learning Department is recommending amended the current partnership with Lexia Learning Systems, LLC to provide a multi-year agreement to provide our elementary staff LETRS (Language Essential for Teacher of Reading and Spelling). LETRS is a professional development program focusing on the science of reading that provides teachers with a deep dive into the underlying processes of reading and writing with the aim to provide teachers the skills to effectively teach reading and writing to our scholars.

Therefore it is recommended that the District approve an amended contract with Lexia Learning Systems, LLC, P.O. Box 83315 Woburn, MA 01813 in the amount of $65,920 as presented.

Investment Period: February 7, - June 30, 2025
Amended Investment: $65,920 (total investment $151,095)
Funding Source: Federal Funds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Docusign Envelope ID: B98ABD66-9ED5-41E7-B52F-F8729891F7A0

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Lexia Learning System **EMAIL:** contracts@lexialearning.com

ADDRESS: 300 Baker Ave. Ste. 202, Concord, MA 01742-2131

DATES OF SERVICE TO BE COMPLETED: 24-25

SCHOOL DISTRICT CONTACT: Stacey Golz

COMPENSATION: $ PD $65,920(original $85,174.82 = Total 151,094.82)

DESCRIPTION OF DUTIES:

Original - 1. English Language Arts curriculum resources for 3rd - 5th at 9 elementary schools: not to exceed $43,791.00 (Title 1); 2. Lexia English to assist with English Learner Instruction: 190 student licenses: not to exceed $23,000; 3. Lexia English to assist with English Learning: 30 student licenses $2373.29; 4. Lexia English to assist with English learning Instruction: 169 student licenses: not to exceed 16,010.53

NEW: 40 LETRS Vol 1 &2 participant materials bundle with live online professional learning for 2 years - $65,920.00

Is this a Subscription/Software: Yes ☐ or No ■

***If NO, go to next section.* If YES, complete below, then go to next section (no vendor signature)**

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ☐

Requesting School: T&L Deparment

Budget Code: Title 1 School Improvement

Signature of Vendor: Signed by: Nick Gaehde 4C1C4333FB5D4AE... **Date:** 4/15/2025

Nick Gaehde, President

Signature of Budget Administrator: _____ **Date:** _____

_____ _____

Superintendent or School Board President **Date**

QUOTE

Lexia™

Lexia Learning Systems LLC
300 Baker Avenue, Suite 202
Concord, MA 01742 USA
Phone: (978) 402-3620
Fax: (978) 402-3621

Quote #: Q-678871-2
Created Date: 3/28/2025

Prepared By: Kimberly Manzi
Email: kimberly.manzi@lexialearning.com

Ship To:
Rock Island-Milan Sch Dist 41
Attn: Accounts Payable
2101 6th Ave
Rock Island, IL 61201 US

Bill To:
Dorian Maag
Rock Island-Milan Sch Dist 41
Attn: Accounts Payable
2000 7th Ave
Rock Island, IL 61201 US

248

40 LETRS Vols 1 & 2 bundles w/ Virtual training, 2 yrs — OPTION 1

Quantity	Line Item Description	Product Code	Version	Volume	Term	Sales Price	Total Price
40	LETRS Participant Materials Bundle (Print + License) with Live Online Professional Learning	382504	3E	1+2	2 year	$1,648.00	$65,920.00
						40 LETRS Vols 1 & 2 bundles w/ Virtual training, 2 yrs Total Price:	$65,920.00

40 LETRS Vols 1 & 2 bundles w/ Onsite training, 2 yrs — OPTION 2

Quantity	Line Item Description	Product Code	Version	Volume	Term	Sales Price	Total Price
40	LETRS Participant Materials Bundle (Print + License) with Face-to-Face Professional Learning	382491	3E	1+2	2 year	$2,098.00	$83,920.00
						40 LETRS Vols 1 & 2 bundles w/ Onsite training, 2 yrs Total Price:	$83,920.00

40 LETRS Vol1 bundles w/onsite training, 1 yr OPTION 4

Quantity	Line Item Description	Product Code	Version	Volume	Term	Sales Price	Total Price
40	LETRS Participant Materials Bundle (Print + License) with Face-to-Face Professional Learning	382467	3E	1	1 year	$1,049.00	$41,960.00
						40 LETRS Vol1 bundles w/onsite training, 1 yr Total Price:	$41,960.00

40 LETRS Vol1 bundles w/Virtual training, 1 yr OPTION 5

Quantity	Line Item Description	Product Code	Version	Volume	Term	Sales Price	Total Price
40	LETRS Participant Materials Bundle (Print + License) with Live Online Professional Learning	382459	3E	1	1 year	$824.00	$32,960.00
						40 LETRS Vol1 bundles w/Virtual training, 1 yr Total Price:	$32,960.00

249

40 LETRS Vols 1 & 2 (online/print, 2 yrs) w/ Virtual training, 1 yr OPTION 5

Quantity	Line Item Description	Product Code	Version	Volume	Term	Sales Price	Total Price
40	LETRS Participant Materials Bundle (Print + License)	354087	3E	1+2	2 year	$798.00	$31,920.00
8	LETRS Live Online Professional Learning Sessions	382580	3E	1	1 year	$2,125.00	$17,000.00
						40 LETRS Vols 1 & 2 (online/print, 2 yrs) w/ Virtual training, 1 yr Total Price:	$48,920.00

40 LETRS Vols 1 & 2 (online/print, 2 yrs) w/ onsite training, 1 yr OPTION 6

Quantity	Line Item Description	Product Code	Version	Volume	Term	Sales Price	Total Price
40	LETRS Participant Materials Bundle (Print + License)	354087	3E	1+2	2 year	$798.00	$31,920.00
4	LETRS Face-to-Face Professional Learning Make-up Day	382395	3E		1 year	$6,500.00	$26,000.00
						40 LETRS Vols 1 & 2 (online/print, 2 yrs) w/ onsite training, 1 yr Total Price:	$57,920.00

Prices quoted are inclusive of Shipping and Handling.

If you are Tax-Exempt, please send a copy of your Tax-Exempt Certification with your PO. Please note that if you have previously provided this certificate to Voyager Sopris, we will need a new certificate issued to Lexia Learning Systems.

Fax or email Purchase Orders with quote number Q-678871-2 AND Option Number to the following:
Attn: Kimberly Manzi
Email: kimberly.manzi@lexialearning.com

Docusign Envelope ID: B98ABD66-9ED5-41E7-B52F-F8729891F7A0

QUOTE

Lexia™

Lexia Learning Systems LLC
300 Baker Avenue, Suite 202
Concord, MA 01742 USA
Phone: (978) 402-3620
Fax: (978) 402-3621

Quote #: Q-678871-4
Created Date: 4/15/2025

Prepared By: Kimberly Manzi
Email: kimberly.manzi@lexialearning.com

250

Ship To:
Rock Island-Milan Sch Dist 41
Attn: Accounts Payable
2101 6th Ave
Rock Island, IL 61201 US

Bill To:
Dorian Maag
Rock Island-Milan Sch Dist 41
Attn: Accounts Payable
2000 7th Ave
Rock Island, IL 61201 US

40 LETRS Vols 1 & 2 bundles w/Virtual training, 2 yrs OPTION 5

Quantity	Line Item Description	Product Code	Version	Volume	Term	Sales Price	Total Price
40	LETRS Participant Materials Bundle (Print + License) with Live Online Professional Learning	382504	3E	1+2	2 year	$1,648.00	$65,920.00
					40 LETRS Vols 1 & 2 bundles w/Virtual training, 2 yrs Total Price:		$65,920.00

Prices quoted are inclusive of Shipping and Handling.

If you are Tax-Exempt, please send a copy of your Tax-Exempt Certification with your PO. Please note that if you have previously provided this certificate to Voyager Sopris, we will need a new certificate issued to Lexia Learning Systems.

Fax or email Purchase Orders with quote number Q-678871-4 AND Option Number to the following:
Attn: Kimberly Manzi
Email: kimberly.manzi@lexialearning.com
Fax: 978-287-0062

PLEASE NOTE THE QUOTE NUMBER AND OPTION NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid for 60 days. Unless otherwise provided herein, Lexia will invoice the total fees set forth above upon receipt of customer's PO/acceptance. Payment is due net 30 days of invoice.
1-Year licenses expire 12 months from the date of activation; 2-Year licenses expire 24 months from the date of activation

- Additional Support Services purchased separately from subscription licenses/packages (e.g., webinars or additional onsite and/or virtual training hours) must be used within 12 months from the received date of the PO acceptance of the applicable quote
- A customer-designated account administrator contact name and email address are required for all subscriptions and service orders.

ORDER TERM

This quote and the associated confirming purchase order or other customer confirmation of this quote serve as an agreement for this order, which becomes effective upon its acceptance by both parties. Unless otherwise agreed by Lexia and customer in writing, the licenses, products and/or services purchased pursuant to this order will begin on or about the start date and continue in effect for the applicable period set forth in this quote. Unless otherwise set forth herein or agreed to by Lexia and customer in writing, all subscriptions and services are deemed delivered upon provisioning of license availability, and all subscription licenses and services must be used within the applicable subscription or service period herein; unused subscription licenses or services are not eligible for refund or credit. Onsite training is fulfilled with virtual training as needed. Without prejudice to its other rights, Lexia may suspend delivery of the subscriptions, products and/or services in the event that customer fails to make any payment when due following notice.

ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.
NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All subscriptions, products and services hereunder are offered subject to the Lexia Application License Agreement terms, available at https://lexialearning.com/privacy/eula (the "License"), as supplemented by the terms herein. By placing any order, customer confirms its acceptance of the License and the terms and fees in this quote, which, together with any previously awarded proposal and/or any other associated agreement entered into by Lexia and customer regarding the subscriptions, products and services in and as supplemented by this quote, constitute the entire agreement between customer and Lexia regarding such subscriptions, products and services (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

251

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Ramona Dixon, Director of Grants, Accountability, and Assessments
Date: April 8th, 2025
Re: **NWEA for Non-Public Schools**

In our allocation of federal funds we are required to consult with the local non-publics in our area. These non-public schools generate federal funding to use for professional development, safe and healthy/well-rounded education, and increasing student achievement. For schools to accurately measure student growth across time, a research validated assessment tool is critical. As such, Alleman is planning to adopt NWEA beginning the 2025-2026 school year.

As part of the implementation process, there is a half day on-site professional development for teachers that will take place this summer to give teachers a better understanding of the capabilities of the program and how to utilize the data to support their instruction. The cost of the professional development is $2,800; however, since the district has already used this vendor for a total that exceeds the $10,000 board approval requirement it was necessary to seek additional approval for using this specific vendor.

It is recommended that the Board of Education approve the contract for service with NWEA, 14046 Collection Center Drive, Chicago, IL 60693 in the amount of $2,800.

Investment Period: April 22nd - June 30th, 2025
Total Investment: $2,800
Funding Source: Title IV

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form
Rock Island-Milan School District 41

VENDOR NAME: NWEA **CONTACT NAME:** Vince Barnes

PHONE: 603-548-5052 **EMAIL:** vince.barnes@nwea.org

ADDRESS: 14046 Collection Center Drive Chicago IL 60693-0140

DATES OF SERVICE TO BE COMPLETED: By June 30, 2025

SCHOOL DISTRICT CONTACT: Paulette Risden-Rice

COMPENSATION: $2,800

Description	Base Contract Amount
MG: Basics for Teachers (Onsite, 3-hour session, up to 35 participants)	$2,100
Onsite Half-Day Workshop Surcharge	$700
Grand Total	$2,800

Invoicing Details: (Alleman)
1. Invoice the Rock Island Milan School District #41 for $2,800 after the service has been rendered.

Is this a Subscription/Software: Yes ☐ or No ☐

If yes, this is an internal form that does not need to be sent to the vendor.

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ☐

School Board President/Superintendent: Sharon Williams **Date:** 4/7/25

Requesting School: Administration Center

Budget Code: 1-5-080-066-3700-3321-0

Signature of Vendor: Vince Barnes **Date:** 3/31/25

Signature of Requestor: Anna Clark **Date:** 2/27/25

Signature of Budget Administrator: R. Dixon **Date:** 4/2/25

Updated January 2022

nwea

SALES ORDER

Order Date: 02/19/2025
Order #: 00112729
Start Date: 08/01/2025
End Date: 07/31/2026

Prepared For

Account Name: Alleman High School
Agency Code: 3997
Primary Contact: Jane Barrett
Email: janebarrett@allemanhighschool.org

Customer Information

Alleman High School
1103 40th Street
Rock Island, IL 61201
United States

Bill-To Information

Rock Island - Milan School District #41
2000 7th Avenue
Attn: Lance Clark
Assistant Director of Grants, Accountability, & Assessments
Rock Island, IL 61201
United States

NWEA Sales Point of Contact

Vince Barnes
vince.barnes@nwea.org
(503) 548-5052

Products & Services

Product	Sales Price	Quantity	Total Price
MG: Basics for Teachers (Onsite, 3-hour session, up to 35 participants)	$2,100.00	1	$2,100.00
Onsite Half-Day Workshop Surcharge	$700.00	1	$700.00

Subtotal	$2,800.00
Estimated Tax	$0.00
Grand Total	**$2,800.00**

Notes

Workshop will take place before June 30, 2025.

Invoicing Information

Unless otherwise specified, payment terms are Net 30. Remittance instructions will be included with your invoice.

Until this Sales Order is signed, the pricing is valid for 30 days from the Order Date listed at the top of this document. Please confirm the billing address or specify changes to your Sales Point of Contact.

For a copy of the latest NWEA division W-9, it is available at https://support.hmhco.com/s/article/Billing-and-Invoices. Click on "Requesting a W-9" and select "NWEA".

The Tax ID for NWEA, a division of Houghton Mifflin Harcourt Publishing Company, is 04-1456030.

Terms and Conditions

This Sales Order is between Customer and NWEA, a division of Houghton Mifflin Harcourt Publishing Company, and is subject to the HMH Standard PreK-12 Terms of Purchase located at https://www.hmhco.com/terms-of-purchase (the "Agreement") for the Products and Services listed above. By signing this Sales Order, you agree you have read, understand, and agree to the Agreement.

Signature

Customer Signature: Jane Barrett

Customer Printed Name: Jane Barrett

Date: 2/20/25

Customer Title: Principal

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Debra Frantz, EL Program Director
Date: April 22, 2025
Re: Pacific Learning instructional materials for Spanish TBE program

RIMSD41 seeks to improve upon its Spanish Transitional Bilingual Education (TBE) program by streamlining materials and PD. Per ISBE, each school site with 20 or more of the same language speakers is required to have a Transitional Bilingual Education (TBE) program. Our current TBE program at Longfellow Elementary began by serving students in kindergarten and grade 1 during its first year of implementation, adding grade 2 this school year. As we seek to expand to grades 3 and beyond, additional materials are required to streamline the initial assessment and progress monitoring of Spanish language acquisition.

The purchase of Pacific Learning's *El Camino Al Exito (level 1) and El Proximo Paso Al Exito*, will allow TBE teacher(s) to streamline the approach to assess, teach, and progress monitor students for Spanish proficiency through the use of one program for students across all grade levels. ISBE also requires that annual professional development (PD)for Spanish Language Arts be provided, thus the request for approval for the included PD.

Students will be able to make connections to phonemic awareness, phonics, fluency, and writing skills. This program follows the sequence of Spanish phonological awareness and phonics skills. Students will learn to identify and produce letter sounds, blend and segment syllables, form syllables with letters, form words with syllables, and read words and sentences- all in Spanish.

Therefore, it is recommended that the Board of Education approve the contract for service with Pacific Learning, 11145 Knott Ave. Ste. C, Cypress CA 90630 at a cost not to exceed $16,000.

Investment Period: April 2025
Total Investment: $16,000
Funding Source: Title funds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Pacific Learning **EMAIL:** kevin.werling@pacificlearning.com

ADDRESS: 11145 Knott Avenue, Ste C Cypress, CA 90630

DATES OF SERVICE TO BE COMPLETED: 24-25 school year

SCHOOL DISTRICT CONTACT: Stacey Golz

COMPENSATION: $ 15,694.80

DESCRIPTION OF DUTIES:

3 sets - EL Camino Al Exito 2 box set - $5962.50
3 sets - EL Proximo Paso AL Exito 2 box set - $5962.50
1 virtual Product Training - $2,625.00

Is this a Subscription/Software: Yes ☐ or No ■

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ☐

Requesting School: RIMSD #41

Budget Code: 1-5-080-030-1250-7002-0 ($10,303), 1-5-080-066-2210-3190-0 ($2,625), 1-5-080-064-1800-4100-0 ($2,766.60)

Signature of Vendor: Ann Marie Hofmann Digitally signed by Ann Marie Hofmann Date: 2025.04.09 10:04:06 -07'00' **Date:** 4/9/2025

Signature of Budget Administrator: R. Dixon **Date:** 4/15/25

_____ _____

Superintendent or School Board President **Date**

PACIFIC LEARNING

11145 Knott Avenue, Ste C
Cypress CA 90630
United States

Quote

Quote # 2760

3/10/2025

Bill To
Rock Island - Milan SD #41
Administration Center
2000 7th Ave.
Rock Island IL 61201
United States

Ship To
Rock Island - Milan SD #41
Administration Center
2000 7th Ave.
Rock Island IL 61201
United States

Expires	Shipping Method	Contract Number
5/9/2025	BESTWAY	

Customer Contact	Customer Phone	Sales Rep	Sales Rep Email
Debra Frantz		Kevin Werling	kevin@werlingnexus.com

Quantity	Item	Rate	Amount
2	**PL-9682SP** EL CAMINO AL EXITO 2 BOX SET	$2,385.00	$4,770.00
2	**PL-9683SP** EL PROXIMO PASO AL EXITO 2 BOX SET	$2,385.00	$4,770.00
1	**PL-9691T** VIRTUAL PRODUCT TRAINING	$2,625.00	$2,625.00

Please email your PO to customer.service@pacificlearning.com or FAX to (714) 516-8369. Thank you!

Subtotal	$12,165.00
Shipping Cost	$763.20
Tax	$0.00
Total	$12,928.20

2760

PACIFIC LEARNING

11145 Knott Avenue, Ste C
Cypress CA 90630
United States

Quote

Quote # 2759

3/10/2025

Bill To
Rock Island - Milan SD #41
Administration Center
2000 7th Ave.
Rock Island IL 61201
United States

Ship To
Rock Island - Milan SD #41
Administration Center
2000 7th Ave.
Rock Island IL 61201
United States

Expires	Shipping Method	Contract Number
5/9/2025	BESTWAY	

Customer Contact	Customer Phone	Sales Rep	Sales Rep Email
Debra Frantz		Kevin Werling	kevin@werlingnexus.com

Quantity	Item	Rate	Amount
1	**PL-9682SP** EL CAMINO AL EXITO 2 BOX SET	$1,192.50	$1,192.50
1	**PL-9683SP** EL PROXIMO PASO AL EXITO 2 BOX SET	$1,192.50	$1,192.50

Please email your PO to customer.service@pacificlearning.com or FAX to (714) 516-8369. Thank you!
One time 50% discount applied per K. Werling

Subtotal	$2,385.00
Shipping Cost	$381.60
Tax	$0.00
Total	$2,766.60

2759

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Ramona Dixon, Director of Grants, Accountability, and Assessments
Date: April 22th, 2025
Re: **SAVVAS for Non-Publics**

In our allocation of federal funds we are required to consult with the local non-publics in our area. These non-public schools generate federal funding to use for professional development, safe and healthy/well-rounded education, and increasing student achievement. In order to ensure effective and efficient teaching and learning a research validated curriculum coupled with professional training on how to use the resource is critical. Alleman Catholic School has chosen Auténtico as their Spanish curriculum for the 2025-2026 school year.

As part of the implementation process, the school will host a professional development session. This session will allow staff to dig into the digital components, access instructional design, and review the structure of the program and curricular resources.

It is recommended that the Board of Education approve the contract for service and materials purchases with SAVVAS, 15 E. Midland Ave. St 502, Paramus NJ 07652, for the total amount not to exceed $11,433.62 using Title II and Title IV funds.

Investment Period: April 22nd June 30, 2025
Total Investment: Not to exceed $11,433.62
Funding Source: Title II & Title IV

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form
Rock Island-Milan School District 41

VENDOR NAME: Savvas (Alleman) **CONTACT NAME:** Christine Maleska & Jennifer Mostowski

EMAIL: christine.maleska@savvas.com & jennifer.mostowski@savvas.com

PHONE: 630-650-8489 **WEBSITE:** https://www.savvas.com

ADDRESS: 15 E Midland Ave, St 502, Paramus, NJ 07652-2938

DATES OF SERVICE TO BE COMPLETED: 2024-2025 School Year

SCHOOL DISTRICT CONTACT: Paulette Risden-Rice

COMPENSATION: $11,433.62

Description	Base Contract Amount
Autentico Student Manuals	$6,391.44
Autentico Teacher Manuals	792.18
Autentico Implementation Essentials Professional Development	4,250.00
Grand Total	**$11,433.62**

Invoicing Details:

1. One invoice to be paid upon delivery.

Is this a Subscription/Software: Yes ☐ or No X

If yes, this is an internal form that does not need to be sent to the vendor.

Subscription/Software Name: N/A **Website:** N/A

Subscription/Software Start Date: N/A **End Date:** N/A

SOPPA Approved: Yes or No

School Board President or Superintendent: _____ **Date:** _____

Requesting School: Alleman Catholic

Budget Code: 1-5-080-061-3700-4100-0 ($6,391.44), 1-5-080-066-3700-4101-0 ($792.18), 1-5-080-066-3700-3321-0 ($4,250)

Signature of Vendor: N/A **Date:** N/A

Signature of Requestor: Teresa Clark **Date:** 4/15/25

Signature of Budget Administrator: R. Dixon **Date:** _____

APR 11 2025

SAVVAS
LEARNING COMPANY

15 E Midland Ave St 502
Paramus, NJ, 07652-2938

Jane Barrett
P - Principal
Alleman High School
1103 40th St
Rock Island, IL 61201-3199

Quote Number: Q-140341
Quote Creation Date: 2/27/2025
Quote Expiration Date: 9/30/2025

Special Notes:
BILL TO INFORMATION:
Rock Island - Milan School District #41
2000 7th Avenue
Rock Island, IL 61201
Attn: Lance Clark
Assistant Director of Grants, Accountability, & Assessments
Office: (309) 581-2804
Email: lance.clark@rimsd41.org | Site: http://www.rimsd41.org

Quote #3 Autentico 2018 Student Materials
Price Quote Summary

Solution	Base Amount	Total
Auténtico	$5,918.00	$5,918.00
Solution Subtotal:	**$5,918.00**	**$5,918.00**

Shipping and Handling:	**$473.44**
Total:	**$6,391.44**

SAVVAS
LEARNING COMPANY

15 E Midland Ave St 502
Paramus, NJ, 07652-2938

Price Quote Detail

Auténtico

Auténtico ©2018 - Level 1

ISBN	Description	Price	Charged Qty	Total Charged
9780328923946	AUTENTICO 2018 LITERACY SKILLS WORKBOOK VOLUME 1 GRADE 6/12	$29.00	1	$29.00
9780328923960	AUTENTICO 2018 AUTHENTIC RESOURCES WORKBOOK LEVEL A/B/1	$29.00	1	$29.00
9780328934423	AUTENTICO 2018 TEACHER EDITION LEVEL 1 GRADE 6/12	$157.50	1	$157.50
9780328923748	AUTENTICO 2018 LEVELED VOCAB AND GRAMMAR WORKBOOK LEVEL 1	$29.00	1	$29.00
	Auténtico ©2018 - Level 1 - Subtotal:			**$244.50**

Auténtico ©2018 - Level 2

ISBN	Description	Price	Charged Qty	Total Charged
9780328923755	AUTENTICO 2018 LEVELED VOCAB AND GRAMMAR WORKBOOK LEVEL 2	$29.00	1	$29.00
9780328934430	AUTENTICO 2018 TEACHER EDITION LEVEL 2 GRADE 6/12	$157.50	1	$157.50
9780328923946	AUTENTICO 2018 LITERACY SKILLS WORKBOOK VOLUME 1 GRADE 6/12	$29.00	1	$29.00
9780328923977	AUTENTICO 2018 AUTHENTIC RESOURCES WORKBOOK LEVEL 2	$29.00	1	$29.00
	Auténtico ©2018 - Level 2 - Subtotal:			**$244.50**

Auténtico ©2018 - Level 3

ISBN	Description	Price	Charged Qty	Total Charged
9780328923984	AUTENTICO 2018 AUTHENTIC RESOURCES WORKBOOK LEVEL 3	$29.00	1	$29.00
9780328923762	AUTENTICO 2018 LEVELED VOCAB AND GRAMMAR WORKBOOK LEVEL 3	$29.00	1	$29.00
9780328934447	AUTENTICO 2018 TEACHER EDITION LEVEL 3 GRADE 6/12	$157.50	1	$157.50
9780328923953	AUTENTICO 2018 LITERACY SKILLS WORKBOOK VOLUME 2 GRADE 6/12	$29.00	1	$29.00
	Auténtico ©2018 - Level 3 - Subtotal:			**$244.50**

Solution Subtotal:	**$733.50**

SAVVAS
LEARNING COMPANY

15 E Midland Ave St 502
Paramus, NJ, 07652-2938

Shipping and Handling:	**$58.68**
Total:	**$792.18**

SAVVAS
LEARNING COMPANY

15 E Midland Ave St 502
Paramus, NJ, 07652-2938

Jane Barrett
P - Principal
Alleman High School
1103 40th St
Rock Island, IL 61201-3199

Quote Number: Q-139637
Quote Creation Date: 2/25/2025
Quote Expiration Date: 9/30/2025

Special Notes:
BILL TO INFORMATION:
Rock Island - Milan School District #41
2000 7th Avenue
Rock Island, IL 61201
Attn: Lance Clark
Assistant Director of Grants, Accountability, & Assessments
Office: (309) 581-2804
Email: lance.clark@rimsd41.org | Site: http://www.rimsd41.org

Quote #1 Autentico Professional Development
Price Quote Summary

Solution	Base Amount	Total
Auténtico Professional Development	$4,250.00	$4,250.00
Solution Subtotal:	**$4,250.00**	**$4,250.00**

Shipping and Handling:	**$0.00**
Total:	**$4,250.00**

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Jeff Dase, Deputy Superintendent
Cabinet Champion: Alicia Sanders, Director of Student Services
Date: April 15, 2025
Re: **Memorandum of Understanding - School Health Link, Inc.**

The Rock Island-Milan School District and School Health Link, Inc. have partnered for over 10-years in providing essential health services to our scholars, employees, and community members. During this time, the District has had several members serve on the community board to provide direct services in our school buildings. With the assistance of the Director of Student Services, District Nurses, and Translation Departments work with School Health Link's leadership to explore opportunities for School Health Link to relocate a school community partnership within the Rock Island High School to better serve the scholars and families in our community.

With this Memorandum of Understanding, School Health Link will provide and oversee medical (physical) services in a timely manner, including but not limited to, screenings, well-child exams, immunizations, school and sports physicals, acute care, lead screenings, TB skin tests, gynecological services, STD testing, ADHD assistance, mental health services, anxiety and depression management, chronic disease management, and referrals regardless of insurance coverage. The District shall have no responsibility nor liability whatsoever for payment for services provided by School Health Link.

Therefore, it is the recommendation of the administration that the Board of Education enter into a Memorandum of Understanding with School Health Link, Inc from April 15, 2025 through June 30, 2026.

Investment Period: 4/15/2025 to 6/30/2026
Total Investment: In-kind facilities/space
Funding Source: None

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

MEMORANDUM OF UNDERSTANDING BETWEEN
ROCK ISLAND-MILAN SCHOOL DISTRICT NO. 41 AND
SCHOOL HEALTH LINK, INC.

This Memorandum of Understanding ("MOU") is made and entered into this 22nd day of April, 2025, by and between the School Health Link, Inc. ("School Health Link"), and, Board of Education of Rock Island-Milan School District No. 41, Rock Island County, Illinois ("District") (collectively, the "Parties").

WHEREAS, the District is a political subdivision of the State of Illinois a public school system located in Rock Island and Milan, Illinois; and

WHEREAS, School Health Link is a Certified School Based Health Center, committed to providing quality, affordable health care to members of its community, with a focus in student health; and

WHEREAS, part of the District's mission is to ensure that all students have access to basic medical/health care while on school property; and

WHEREAS, School Health Link provides high quality, patient-centered care, delivered by a team of providers, to patients in its community, including pediatric patients who are in need of medical/health services; and

WHEREAS, School Health Link and the District wish to work jointly to help address the basic medical needs of the District's students and provide school-based medical/health care, including nurse services and student screenings; and

WHEREAS, School Health Link and the District agree to abide by Federal, State, program, and national accreditation standards concerning patient care, licensure and confidentiality of patient information; and

NOW, THEREFORE, by way of this MOU, the Parties wish to outline their respective responsibilities with regard to serving the needs of the District.

1. **Public Purpose**. The purpose of this Memorandum of Understanding ("MOU") is to provide District students with access to comprehensive health care and preventative services and health professionals qualified to provide those services. The District recognizes that developing and maintaining strong partnerships with organizations to support the health of its students supports the District's goals and such partnerships serve the best interests of the District, serve a public purpose, and result in continued benefits to the District.

2. **General Responsibilities of the Parties**. The Parties understand that each party should be able to fulfill its responsibilities under this MOU in accordance with the provisions of law and regulation that govern their individual activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or the operating

procedures of either Party. If, at any time, either Party is unable to perform its functions under this MOU consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other seeking a mutually agreed upon resolution.

a. Student Data and Records. Upon receipt of parent/guardian and/or student consent, the District agrees to provide to the School Health Link in a timely manner the records necessary for the School Health Provider to provide services to the student.

The Parties agree that all student, personnel, medical, and District-related business records generated by District employees or students are the property of the District. The Parties agree to comply with all State of Illinois and federal laws, including the Illinois Mental Health and Developmental Disabilities Confidentiality Act, 740 ILCS 110/1 et. seq., the Illinois School Student Records Act, 105 ILCS 10/1 et. seq., the Health Insurance Portability and Accountability Act of 1996, the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232(g), and all rules and regulations governing the release of student, personnel, and medical records.

3. **School Health Link's Responsibilities**. The School Health Link agrees to perform the following actions pursuant to this MOU:

a. Provide administration and oversight to the School Health Link clinic setting in accordance with the terms of the School-Based Health Center Grant through the Illinois Department of Public Health and this MOU.

b. Maintain all licenses and certifications required of School Health Link under federal and state law.

c. In collaboration with District, establish a School Health Link Policy and Procedure Manual consistent with the responsibilities outlined in this MOU.

d. Determine the physical layout of the School Health Link in collaboration with the District.

e. Participate in School Health Link Collaborative Team Meetings with District administrators to discuss the operation of the School Health Link when requested by the District or School Health Link, but at least quarterly.

f. Be responsible for obtaining and maintaining all required licenses, waivers, and certifications for the School Health Link, including but not limited to Clinic Laboratory Improvement Amendment (CLIA) waiver.

g. Be responsible for verifying and renewing the credentials of School Health Link site and professional staff, including confirmation of malpractice insurance, professional development, and conferences.

h. Provide documentation of all required licensure and professional insurance.

i. Establish and maintain medical records for students who receive services at School

Health Link clinic setting pursuant to all applicable federal and state laws.

j. Provide and oversee medical (physical) services in a timely manner, including but not limited to, screenings, well-child exams, immunizations, school and sports physicals, acute care, lead screenings, TB skin tests, gynecological services, STD testing, ADHD assistance, mental health services, anxiety and depression management, chronic disease management, and referrals regardless of insurance coverage. The District shall have no responsibility nor liability whatsoever for payment for services provided by School Health Link.

k. Provide services to students of the District.

l. Provide medical staff to deliver services eight (8) hours per day Monday through Friday when school is in session during the school year according to the District's calendar, unless otherwise agreed upon in writing by both Parties.

m. Provide access to medical services to serve the needs of the District students. This will include medical personnel onsite eight (8) hours per day Monday – Friday, except for school holidays, or agency meetings, pursuant to the District calendar. The School Health Link will work with the District to ensure all children requiring immediate access to medical care during the school day are triaged and provided the care needed or referred to other providers.

m. Complement and support, not replace, the established District school nurse(s).

n. Establish a School Health Link quality improvement system that includes medical performance measures and stakeholder satisfaction as outlined in the *School Health Link policies and procedures.*

o. Prepare quarterly services reports for the District.

p. Provide all materials, supplies, furniture, equipment, and other items necessary to reasonably assist in the provision of students' physical health care services at the clinic setting, with the exception of basic utilities including water, electricity, a dedicated phone line, fax line, and access to wireless internet, which will be provided by the District.

q. Be responsible for the maintenance of all medical equipment including that which was previously purchased by the District.

r. Be solely responsible for billing and collection of fees for any services rendered pursuant to this MOU.

s. Manage claims and encounter submissions, including submission of bills to health insurance companies and managed care organizations, in a timely manner.

t. Maintain a separate School Health Link account where reimbursement for medical services will be deposited. The funds in this account can only be used to support the School Health Link operation.

u. Deliver all services described in this MOU in accordance with the Health Information Portability and Accountability Act of 1996 (HIPAA) Privacy Rule and regulations promulgated thereunder, and other governing state and/or federal laws and regulations as outlined in the School Health Link policies and procedures, and any amendments thereto.

v. Follow all District safety procedures as set forth in Exhibit A attached hereto.

w. Provide training to School Health Link staff regarding the District policies and procedures as set forth in Exhibit A.

x. Provides custodial services for the School Health Link dedicated Area.

y. Staffing Responsibilities. School Health Link shall ensure that all staff members are qualified, licensed professionals. School Health Link will provide supervision and training of School Health Link staff. All personnel hired or assigned by School Health Link shall be School Health Link employees for all purposes and not District employees for any purpose.

School Health Link shall be solely responsible for (i) selecting and hiring its employees; (ii) paying all wages, health and retirement benefits, insurance, and all applicable employee and employer taxes; (iii) supervising, evaluating, promoting and disciplining its employees; and (iv) managing the employees' conduct, including the method by which the employees carry out their work.

School Health Link shall not send to any school building or school property any employee or agent who would be prohibited from being employed by the District due to a conviction of a crime listed in 105 ILCS 5/10-21.9 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. School Health Link shall make every employee who will be sent to any school building or school property available to the District for submitting to a fingerprint-based criminal history records check pursuant to 105 ILCS 5/10-21.9. The check shall occur before any employee or agent is sent to any school building or school property. School Health Link will be responsible for the costs of the checks. The District must provide a copy of the report to the individual employee but is not authorized to release it to the School Health Link.

School Health Link additionally certifies that prior to sending any employee or contractor/subcontractor to the premises, School Health Link has complied with all employment history review and other obligations of 105 ILCS 5/22-94. Upon request of the District, School Health Link agrees to promptly disclose copies of all records, information and determinations in School Health Link's possession related to Section 22-94 employment history review for each of its employees or independent contractors.

The School Health Link agrees that it will conduct at its own expense and produce to the District completed Department of Children and Family Services Child Abuse Registry background investigations on all of its employees that will be performing services for the District and/or that will have direct, daily contact with students.

If the District believes that the performance or conduct of any person employed or retained by School Health Link to perform any services hereunder is unsatisfactory or is not in compliance with the provisions of this Agreement, the District will notify School Health Link, identifying the conduct or performance in writing and providing all information and support necessary to substantiate and sustain any personnel action requested by the District, if any. School Health Link will promptly address the performance or conduct of the reported person in accordance with the School Health Link's disciplinary policies.

If, in the District's sole discretion, the criminal background investigation discloses information which would call into question the individual's fitness to serve the District as the role model required by Section 27-12 of the School Code (105 ILCS 27-12), the District may request the School Health Link staff member be replaced by a trained candidate with a qualifying background. In the event the School Health Link fails to comply with the provisions of this section and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by a student for harm caused by an employee of School Health Link, or caused by an employee of a subcontractor to School Health Link, then in that event, School Health Link agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the District against any such claims.

4. **District's Responsibilities**. The District agrees to perform the following actions pursuant to this MOU.

   a. Provide appropriate referrals and facilitate appointment logistics of students to School Health Link.

   b. Communicate with parents/guardians about the services offered within the School Health Link.

   c. Participate in School Health Link Collaborative Team Meetings with District administrators to discuss the operation of the School Health Link when requested by the District or School Health Link, but at least quarterly.

   d. Maintain three representatives within the School Health Link Board of Directors.

   e. Provide space reasonably necessary for the School Health Link office/clinic at ROCK ISLAND HIGH SCHOOL (the "clinic setting") and pay for utilities for the office, including water, electricity, and access to wireless internet. The District shall have sole authority to choose or change the location of the office/clinic, with the understanding that the District may consult with the SHL Director and will attempt to choose a location space that is reasonably sufficient for the provision of the services performed by School Health Link. If the District changes the location of the office/clinic, the District will provide written notice 30 days prior to the location change, unless such notice is impossible or impracticable.

   f. Provide at least one private examination room, a separate waiting area, and a

private patient restroom with a sink.

g. Provide maintenance and information technology services for the School Health Link clinic.

h. Notify School Health Link of any unauthorized release of confidential information and cooperate with School Health Link with the investigation or prevention of further release of such information.

5. **Insurance Requirements of School Health Link**. School Health Link shall name the District as an Additional Insured, as well as provide a Waiver of Subrogation in the District's favor, on all required policies as listed below:

   a. Commercial general liability insurance for bodily injury and property damage with the combined single limit of not less than $1,000,000 for each occurrence/$3,000,000 aggregate is required on a primary, noncontributory basis. Coverage shall be extended for endorsements made and exclusions removed, as follows:

      i. Premises and operations;

      ii. Blanket contractual;

      iii. Personal injury liability (extending to claims from employees of School Health Link);

      iv. Broad form property damage;

      v. Professional Liability including coverage for Sexual Abuse/Molestation with the combined single limit of not less than $1,000,000 for each occurrence/$3,000,000 aggregate; and

      vi. Cyber insurance

   b. School Health Link shall carry or require that there be carried Comprehensive Auto Liability Insurance, including owned, non-owned hired or leased automobiles, used in connection with this work, with a bodily injury and property damage combined single limit of $1,000,000.00 for each occurrence.

   c. School Health Link shall carry or require that there be carried Workers' Compensation Insurance for all its employees and those of its subcontractors engaged in work at the site, in accordance with State or Territorial Workers' Compensation Laws. Workers' compensation, including occupational disease, as prescribed or permitted by law, in employer's liability, with a limit of not less than

      $500,000 for each accident, $500,000 for Disease Policy Limit, and $500,000 for Disease each employee. The policy should include, when appropriate:

      i. All states' endorsements, and

ii. United States' Longshoreman and Harbor Workers' Compensation Act.

d. School Health Link shall carry or require that there be carried Excess and Umbrella Liability Insurance in the form following the underwritten coverages in the amount of $5,000,000.00 for each occurrence and $5,000,000.00 aggregate. The Contractor shall indicate on the certificate of insurance that the Excess and Umbrella policy is following form.

e. School Health Link shall carry or require that there be carried, Property Damage Insurance in the amount of not less than $250,000 to protect it from all claims for property damage which might arise from operations under this contract.

f. Waiver of Subrogation. School Health Link waives any right of recovery it may have against the District because of payments made to the District by its insurance carrier for injury or damage arising out of School Health Links ongoing operations or its work done under a contract with the District.

6. **Indemnification**. The Parties shall indemnify, defend, and hold harmless each other, and their Board members and employees from and against all claims, damages, losses, and expenses, including reasonable attorney fees and costs, arising out of the Parties' negligent acts or omissions or its breach of this MOU. This indemnification does not cover willful and wanton conduct.

7. **Default**. If either party fails to perform any obligation imposed by this MOU, the non-defaulting party may serve written notice of default upon the defaulting party and if such specified default is not corrected within ten (10) business days thereafter, the non-defaulting may terminate the MOU and pursue any available legal remedy including specific performance.

8. **Term.** This MOU shall become effective upon signature by the authorizing agents from the District and School Health Link and will remain in effect until the last day of instruction of the 2025-2026 school year. The Parties reserve the right to renew this agreement if mutually agreed upon by the Parties in writing.

9. **Termination.** Either party may terminate this agreement with sixty (60) days' written notice to the other party.

   Notice to School Health Link shall be sent to:
   3602 Avenue of the Cities, Moline, IL 61265

   Notice to the District shall be sent to:
   2000 7th Avenue, Rock Island, IL 61201

10. **Binding Effect**. This MOU, and the terms, provisions, promises, covenants and conditions herein, shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

11. **Authority to Sign**. The Parties hereby represent that the persons executing this MOU on their behalf have full authority to do so and to bind the Parties to perform pursuant to the terms and conditions of this MOU.

12. **Amendment and Waiver**. The provisions of this MOU may be amended or waived only with the prior written consent of the District and the School Health Link. The failure of any party to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants, or conditions.

13. **Entire Agreement**. This MOU contains the entire understanding of the parties with respect to the subject matter of the MOU and is subject to the laws of Illinois without regard to conflict of law principles. This MOU also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the MOU.

14. **Governing Law**. This MOU shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes shall be the Circuit Court located in Rock Island County, Illinois, or the federal district court for the Northern District of Illinois.

15. **Counterparts**. This MOU may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A facsimile copy of a signature shall be as binding as an original signature.

16. **Severability**. If any provision of this MOU or any application thereof is held invalid, illegal, or unenforceable, the remaining provisions of this MOU and any other application of such provision shall remain unimpaired and shall continue in full force and effect.

IN WITNESS WHEREOF, this Memorandum of Understanding sets forth the business relationship between the District and School Health Link and is properly executed where indicated below by a representative with authority to bind each party.

BOARD OF EDUCATION OF INC. ROCK ISLAND-MILAN SCHOOL DISTRICT NO. 4, ROCK ISLAND, ILLINOIS	SCHOOL HEALTH LINK,
By:_____	By:_____
Name:	Name:
Tile:	Title:
Date:_____	Date:_____
Attest: _____	Attest:_____
Name:	Name:
Title: Board Secretary	Title:

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Nicole Berry, Director of Early Childhood Programs
Date: April 22, 2025
Re: Teaching Strategies Contract for Service

The Head Start program will fund the Teaching Strategies Contract for Service for the two-year subscription to the KickStart Literacy Program Bundle from July 1, 2025, to June 30, 2027. Kickstart Literacy is a curriculum for the year before kindergarten that engages children in exciting play- and science of reading-based lessons focusing on phonemic awareness, phonics, and vocabulary–building skills children need to build early literacy skills for reading. Skills are spiraled throughout the year in large-group activities and independent discovery.

It is recommended that the Board of Education approve the attached contract for services with Teaching Strategies for $17,255 to purchase the KickStart Literacy Program Bundle for the Head Start program.

Investment Period: 2025 – 2027 School Year
Total Investment: $17,225
Funding Source: Head Start Funds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Teaching Strategies **EMAIL:** brianna.b@teachingstrategies.com

ADDRESS: 80 M Street, SE, Suite 1010 Washington, DC

DATES OF SERVICE TO BE COMPLETED: 01/01/2025 - 06/30/2027

SCHOOL DISTRICT CONTACT: Nicole Berry

COMPENSATION: $ 17,255.00

DESCRIPTION OF DUTIES:

x17 @ $950.00 each Kickstart literacy bundle - digital and hard copy

---

Is this a Subscription/Software: Yes ■ or No ☐

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: KickStart literacy **Website:** teachingstrategies.com

Subscription/Software Start Date: 07/01/2025 **End Date:** 06/30/2027

SOPPA Approved: Yes ☐ or No ☐

Requesting School: HMELC - Headstart

Budget Code: 1-5-080-080--3000-3110-0

Signature of Vendor: _____ **Date:** _____

Signature of Budget Administrator: Nicole Berry **Date:** 4-3-25

_____ _____

Superintendent or School Board President **Date**

TeachingStrategies®
for Early Childhood

QUOTE Q-340442

TEACHING STRATEGIES, LLC ("TS")
80 M STREET, SE, SUITE 1010
WASHINGTON, DC 20003
301-634-0818

Customer/Subscriber Name: Rock Island/Milan School District 41
Customer/Subscriber Number: 02ROCISLA
Contact Name: Brigette Hajduk
Contact Email: brigette.hajduk@rimsd41.org
Contact Title: Head Start Education Manager

Prepared by: Brianna Bradley
brianna.b@teachingstrategies.com
Expiration Date: 02-21-2025
Subscription Term: 07/01/2025 - 06/30/2027

SUMMARY

PRODUCT	SALES PRICE	QTY	TOTAL PRICE
LitSupp-PrintDig Kickstart Literacy™ Bundle	$950.00	17	$16,150.00
		Subtotal:	$16,150.00
		Shipping:	$1,105.00
		Tax:	$0.00
		Total:	$17,255.00

Head Start
1-5-080-080-3000-3110-0
journal entry needed? Curriculum extension phonics

If paying by credit card a 2.5% processing fee of $431.38 will be added, which is to cover the cost of processing a credit or charge card transaction, for a Total Price of $17,686.38. Only Visa, Mastercard, and American Express credit cards may be used. Please do not use debit cards. To avoid the processing fee, payment by ACH or wire is available.

BILL TO

Billing Client:	Rock Island/Milan School District 41
Billing Street:	2101 6th Avenue
Billing City:	Rock Island
Billing State:	Illinois
Billing Postal Code:	61201
Billing Country:	United States

SHIP TO

Ship to Org:	Rock Island/Milan School District 4
Ship to Attn:	Brigette Hajduk
Shipping Address Line 1:	2101 6th Avenue
Shipping Address Line 2:	
Shipping Address Line 3:	
Shipping City:	Rock Island
Shipping State:	Illinois
Shipping Postal Code:	61201
Shipping Country:	United States
Shipping Type:	Standard

Print Products

Payment of state sales tax for TS products is the responsibility of Customer. TS guarantees your complete satisfaction. If you are not happy with your order within 45 days of the shipment date, you may return the products in their original condition (unmarked, not damaged) for any reason, for a full refund (less shipping charges). All video and software sales are final. TS is not responsible for returned items that are lost or misdirected.

To return an item, please email support@teachingstrategies.com or call a Customer Support Specialist at 800.637.3652 Option 3 from 9:00 a.m. to 5:00 p.m. ET, Monday through Friday to obtain a Return Authorization Number (RA#) and return-to address. Packages received without a valid RA# are not guaranteed to be accepted and may be returned to sender. The RA# will help us process your return quickly and accurately and it is the only way to ensure you will receive proper credit for your return.

Special Note for Kodo Collection Products: Returns for Kodo classroom material products are processed by Kodo Kids. For information about the Kodo return policies and procedures, please visit: https://kodokids.com/policies

Subscription Services Products

This Order is entered into by and between Subscriber identified above and TS. This Order incorporates the Subscription Services Terms and Conditions at https://teachingstrategies.com/agreement-and-policies/ (together with this Order, the "Agreement"). The Agreement sets forth the terms pursuant to which TS will provide access to Subscription Services. Subscriber must sign and deliver a copy of this Order to receive access to the Subscription Services set forth in this Order.

The subscription period will begin on 07-01-2025 and expire on 06-30-2027 ("Term") unless noted otherwise in the subscription details below.

The administrator identified for this subscription is:

Subscription Details

Product	Qty	Start	End
Kickstart Literacy™ (Digital)	17	07/01/2025	06/30/2027

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Josh Becker, Director of Building Operations
Date: April 22, 2025
Re: Thomas Jefferson Repairs - L & L Floorcovering Inc.

This is a request for approval to allow L & L Floorcovering Inc. to begin repair work following the emergency cleanup that took place on March 21, 2025.

A previously undetected break in a drainage line at Thomas Jefferson Elementary School caused flooding in the lower-level classrooms. With the support of school staff and Werner Restoration, all moisture has since been fully removed. As a result of the incident, materials such as carpet, drywall, and other finishes were removed from the music room and pantry, and these areas are now ready for restoration.

It is recommended that the Board of Education approve L & L Floorcovering Inc. to proceed with the necessary repairs and replacement of carpet in the affected areas of Thomas Jefferson Elementary School, with a budget not to exceed $10,500.

Addended Contract for Service at an amount of $35,000 to ensure any costs for the remainder of FY25 would be included in the approved budget.

FY 2025 to date	$13,445
FY 2024	$150.00

It is recommended that the Board of Education approve staff to enter into a contract with L&L Floorcovering, 4200 11th Street, Rock Island, IL 61201 to complete the necessary repairs at Thomas Jefferson in the amount not to exceed $10,500.

Investment Period: FY25
Total Investment: $10,500
Funding Source: District Funds/Operations and Maintenance Department

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

L & L FLOORCOVERING, INC.

4200-11TH STREET
ROCK ISLAND, IL 61201
(309) 786-3656 fax: 786-4785

PROPOSAL

DATE: 3/27/25

PROPOSAL SUBMITTED TO:

NAME: Josh Becker
STREET: Joshua.becker@rimsd41.org
CITY:
TELEPHONE:
FAX:

WORK TO BE PERFORMED AT:

PROJECT: Jefferson School
STREET: 1307 4th St West
CITY: Milan, IL 61264
DATE OF PLAN:
ARCHITECT:
PROJECT #:

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of:

Music Rooms- Water Damage- Replace carpet with J&J Intrinsic carpet tile with new Tarkett vinyl base. Demo has been completed by others. $10,500

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of: $10,500

Ten Thousand Five Hundred Dollars and 00/100

with payments to be made as work progresses.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon the above work. Workman's Compensation and Public Liability Insurance on above work to be taken out by L & L Floorcovering Inc.

Respectfully submitted by L & L Floorcovering Inc.

Bruce Norris
L & L Floorcovering, Inc.

Note- This proposal does not include, floor sealing, grinding, cleaning, scrubbing, or waxing, and may be withdrawn by us if not accepted in 30 days. All work to be done during regular working hours, unless otherwise specified in bid.

Acceptance of proposal

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payments will be made as outlined.

SIGNATURE:_____ 280 **DATE:**_____

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: L & L Floorcoverings, INC **EMAIL:** vikki@longscarpet.net

ADDRESS: 4200 11th Street, Rock Island, IL 61201

DATES OF SERVICE TO BE COMPLETED: June 30th, 2025

SCHOOL DISTRICT CONTACT: Josh Becker

COMPENSATION: $ Not to Exceed $35,000

DESCRIPTION OF DUTIES:

Materials & Installation of flooring needs for the district for the remainder of the 24-25 school year. This includes the $10,500 project at Thomas Jefferson

---

Is this a Subscription/Software: Yes ☐ or No ■

If NO, go to next section. If YES, complete below, then go to next section (no vendor signature)

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ☐

Requesting School: District

Budget Code: O & M Budget

Signature of Vendor: _____ **Date:** 15 APR 2025

Signature of Budget Administrator: _____ **Date:** 4/15/25

_____ _____

Superintendent or School Board President **Date**

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Josh Becker, Director of Building Operations
Date: April 22, 2025
Re: Thomas Jefferson Repairs - Werner Restoration

This request seeks approval for Werner Restoration to begin repair work following the emergency cleanup conducted on March 21, 2025, at Thomas Jefferson Elementary School.

A previously undetected break in a drainage line caused flooding in the lower-level classrooms. With the assistance of school staff and Werner Restoration, all moisture has been fully removed. As a result, materials such as carpet, drywall, and other finishes were removed from the music room and pantry, and these areas are now prepared for restoration.

We recommend that the Board of Education approve Werner Restoration to proceed with the necessary repairs, including the replacement of drywall, paint, and trim in the affected areas of Thomas Jefferson Elementary School, with a budget not to exceed $9,902.94. Although this individual project falls below the Board's approval threshold, the cumulative total of related projects will exceed the $10,000 limit, thereby requiring Board approval.

Addended Contract for Service in the amount of $35,000 to ensure any costs for the remainder of FY25 are included in the approved budget.

FY 2025 to date	$13,731.64
FY 2024	$0.00

It is recommended that the Board of Education approve a contract with Werner Restoration, 102 Innovation Way, Colona, IL 61241, to complete the necessary repairs at Thomas Jefferson in the amount not to exceed $35,000.

Investment Period: FY25
Total Investment: Not to exceed $35,000.
Funding Source: District Funds/Operations and Maintenance Department

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Werner Restoration **EMAIL:** alissa@wernerrestorationinc.com

ADDRESS: 102 Innovation Way, Colona, IL 61241

DATES OF SERVICE TO BE COMPLETED: June 30th, 2025

SCHOOL DISTRICT CONTACT: Josh Becker

COMPENSATION: $ Not to Exceed $35,000

DESCRIPTION OF DUTIES:

Materials & Labor for any needed projects at district schools for the remainder of the 24-25 school year.

Is this a Subscription/Software: Yes ☐ or No ■

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☒ or No ☐

Requesting School: District

Budget Code: O & M Budget

Signature of Vendor: _____ **Date:** _____

Signature of Budget Administrator: _____ **Date:** 4/16/25

_____ _____

Superintendent or School Board President **Date**

Werner Restoration Services, Inc.

Werner Restoration Services, Inc.
PO Box 496
Colona, IL 61241
Ph: 309-792-0912
Fax: 309-949-2513
www.wernerrestorationinc.com

Insured:	Thomas Jefferson Elementary	Home:	(309) 314-3272
Property:	1307 4th St W Milan, IL 61264		
Estimator:	Jason Vanopdorp	Business:	(309) 520-4849
Company:	Werner Restoration Services Inc		

Claim Number: **Policy Number:** **Type of Loss:**

Date of Loss:		Date Received:	
Date Inspected:		Date Entered:	4/2/2025 3:36 PM

Price List:	ILMO8X_MAR25 Restoration/Service/Remodel
Estimate:	THOMASJEFFERSON-R

Werner Restoration Services, Inc.

Werner Restoration Services, Inc.
PO Box 496
Colona, IL 61241
Ph: 309-792-0912
Fax: 309-949-2513
www.wernerrestorationinc.com

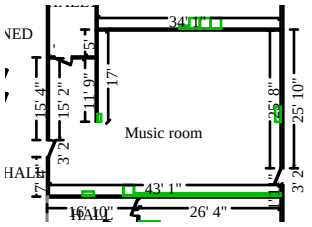
THOMASJEFFERSON-R

Source - Encircle

Main Level

Main Level

DESCRIPTION	QTY	REMOVE	REPLACE	*TOTAL
General				
1. Haul debris - per pickup truck load - including dump fees	0.50 EA	182.72	0.00	91.36
2. Negative air fan/Air scrubber (24 hr period) - No monit.	3.00 DA	0.00	75.68	227.04
3. Add for HEPA filter (for negative air exhaust fan)	0.50 EA	0.00	218.84	118.10
5. Equipment decontamination charge - per piece of equipment	1.00 EA	0.00	38.97	39.51
Total: Main Level				**476.01**



Music room **Height: 8'**

1,370.18	SF Walls	1,274.08	SF Ceiling
2,644.26	SF Walls & Ceiling	1,274.08	SF Floor
141.56	SY Flooring	171.27	LF Floor Perimeter
171.27	LF Ceil. Perimeter		

DESCRIPTION	QTY	REMOVE	REPLACE	*TOTAL
Drywall				
6. 1/2" drywall - hung, taped, with smooth wall finish	143.66 SF	0.00	5.18	752.59
8. Tape joint for new to existing drywall - per LF	75.83 LF	0.00	17.96	1,365.46
Painting				
9. Seal the surface area w/latex based stain blocker - one coat	574.66 SF	0.00	1.02	590.55

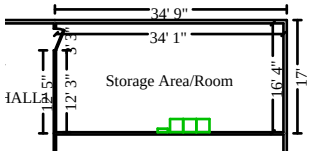
***2 walls effected by water**

Werner Restoration Services, Inc.

Werner Restoration Services, Inc.
PO Box 496
Colona, IL 61241
Ph: 309-792-0912
Fax: 309-949-2513
www.wernerrestorationinc.com

CONTINUED - Music room

DESCRIPTION	QTY	REMOVE	REPLACE	*TOTAL
11. Paint the surface area - two coats	574.66 SF	0.00	1.67	973.85
***2 walls effected by water**				
Millwork				
14. Finish Carpenter - per hour	2.00 HR	0.00	86.75	173.50
***labor to re-install 1x6 trim boards removed for drywall repair.**				
Contents				
12. Content Manipulation charge - per hour	2.00 HR	0.00	50.59	101.18
***Labor to detach and reset chalk board and marker board for drywall repair.**				
Framing				
16. R&R 2" x 4" lumber - treated (.667 BF per LF)	28.00 LF	0.71	5.47	175.28
***Replace damaged sill plate and studs.**				
18. Add. charge - drilled treated plate in framed wall, 2"x4"	20.00 LF	0.00	2.21	44.61
Totals: Music room				**4,177.02**



Storage Area/Room **Height: 8'**

805.67 SF Walls	555.07 SF Ceiling
1,360.74 SF Walls & Ceiling	555.07 SF Floor
61.67 SY Flooring	100.71 LF Floor Perimeter
100.71 LF Ceil. Perimeter	

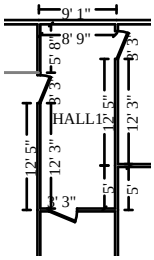
DESCRIPTION	QTY	REMOVE	REPLACE	*TOTAL
Drywall				
23. 1/2" drywall - hung, taped, with smooth wall finish	62.66 SF	0.00	5.18	328.26

Werner Restoration Services, Inc.

Werner Restoration Services, Inc.
PO Box 496
Colona, IL 61241
Ph: 309-792-0912
Fax: 309-949-2513
www.wernerrestorationinc.com

CONTINUED - Storage Area/Room

DESCRIPTION	QTY	REMOVE	REPLACE	*TOTAL
24. Tape joint for new to existing drywall - per LF	35.33 LF	0.00	17.96	636.18
Painting				
25. Seal the surface area w/latex based stain blocker - one coat	250.66 SF	0.00	1.02	257.59
***2 walls effected by water**				
26. Paint the surface area - two coats	250.66 SF	0.00	1.67	424.78
***2 walls effected by water**				
Totals: Storage Area/Room				**1,646.81**



HALL1 **Height: 8'**

483.25	SF Walls	187.34	SF Ceiling
670.60	SF Walls & Ceiling	187.34	SF Floor
20.82	SY Flooring	60.41	LF Floor Perimeter
60.41	LF Ceil. Perimeter		

DESCRIPTION	QTY	REMOVE	REPLACE	*TOTAL
Drywall				
19. 1/2" drywall - hung, taped, floated, ready for paint	43.00 SF	0.00	2.64	116.01
20. Tape joint for new to existing drywall - per LF	48.00 LF	0.00	17.96	864.32
Painting				
21. Seal the surface area w/latex based stain blocker - one coat	344.00 SF	0.00	1.02	353.51
***1 wall effected by water**				
22. Paint the surface area - two coats	344.00 SF	0.00	1.67	582.96
***wall effected by water**				

Werner Restoration Services, Inc.

Werner Restoration Services, Inc.
PO Box 496
Colona, IL 61241
Ph: 309-792-0912
Fax: 309-949-2513
www.wernerrestorationinc.com

CONTINUED - HALL1

DESCRIPTION	QTY	REMOVE	REPLACE	*TOTAL
Totals: HALL1				**1,916.80**
Total: Main Level				**8,216.64**
Total: Source - Encircle				**8,216.64**

Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	*TOTAL
17. Framing labor minimum	1.00 EA	0.00	35.76	35.76
Totals: Labor Minimums Applied				**35.76**
Line Item Totals: THOMASJEFFERSON-R				**8,252.40**

Grand Total Areas:

8,794.50	SF Walls	5,361.16	SF Ceiling	14,155.65	SF Walls and Ceiling
5,361.16	SF Floor	595.68	SY Flooring	1,098.38	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	1,103.96	LF Ceil. Perimeter
5,361.16	Floor Area	5,661.84	Total Area	8,987.17	Interior Wall Area
3,124.96	Exterior Wall Area	347.22	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

* Price is inclusive of sales tax paid at point of purchase

Werner Restoration Services, Inc.

Werner Restoration Services, Inc.
PO Box 496
Colona, IL 61241
Ph: 309-792-0912
Fax: 309-949-2513
www.wernerrestorationinc.com

Summary

Line Item Total	8,252.40
Overhead	825.27
Profit	825.27
Replacement Cost Value	**$9,902.94**
Net Claim	**$9,902.94**

Jason Vanopdorp

Werner Restoration Services, Inc.

Werner Restoration Services, Inc.
PO Box 496
Colona, IL 61241
Ph: 309-792-0912
Fax: 309-949-2513
www.wernerrestorationinc.com

Recap by Room

Estimate: THOMASJEFFERSON-R

Area: Source - Encircle

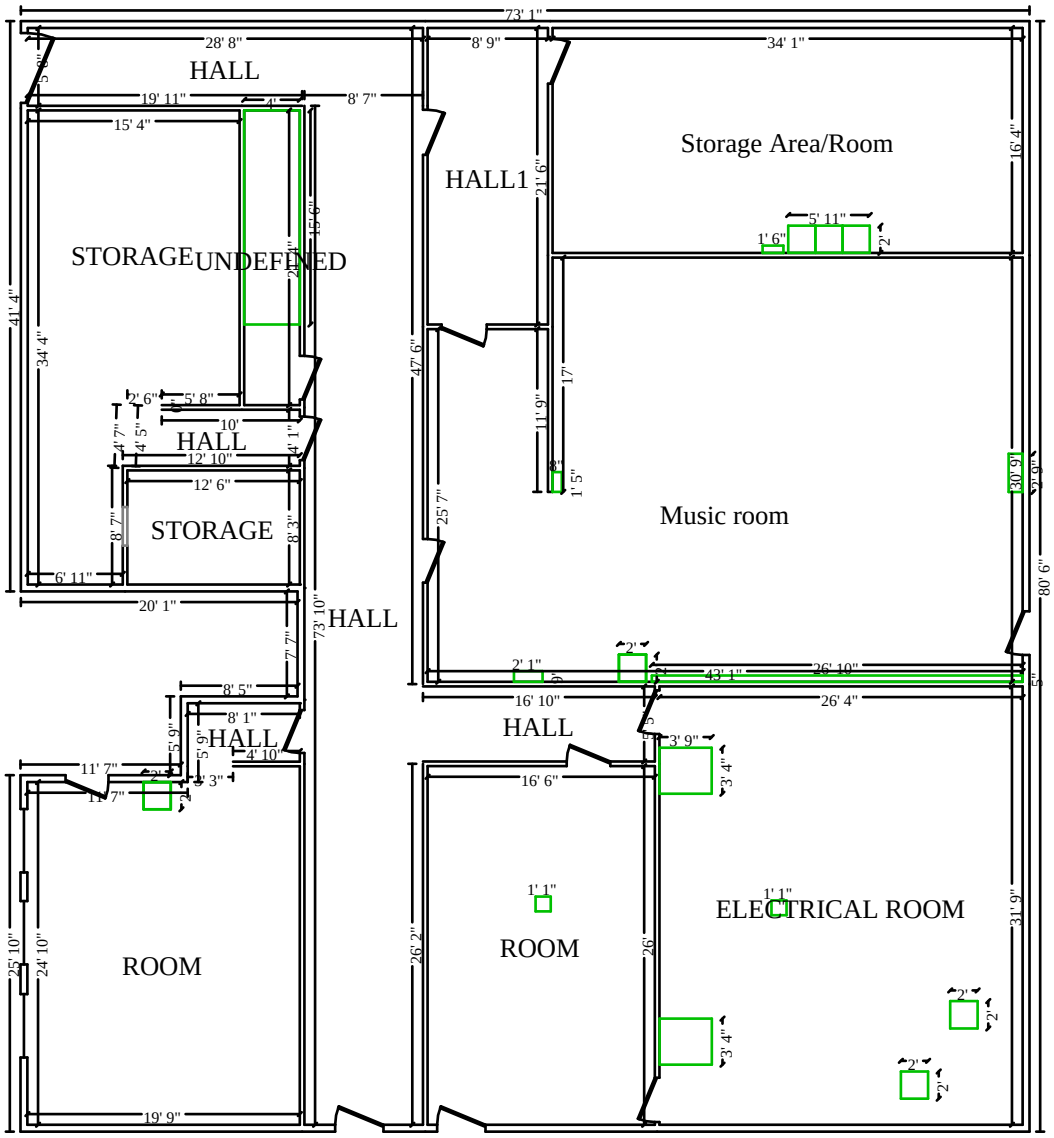
Area: Main Level	**476.01**	**5.77%**
Music room	**4,177.02**	**50.62%**
Storage Area/Room	**1,646.81**	**19.96%**
HALL1	**1,916.80**	**23.23%**
Area Subtotal: Main Level	**8,216.64**	**99.57%**
Area Subtotal: Source - Encircle	**8,216.64**	**99.57%**
Labor Minimums Applied	**35.76**	**0.43%**
Subtotal of Areas	**8,252.40**	**100.00%**
Total	**8,252.40**	**100.00%**

Werner Restoration Services, Inc.

Werner Restoration Services, Inc.
PO Box 496
Colona, IL 61241
Ph: 309-792-0912
Fax: 309-949-2513
www.wernerrestorationinc.com

Recap by Category

O&P Items	Total	%
CONTENT MANIPULATION	101.18	1.23%
GENERAL DEMOLITION	111.24	1.35%
DRYWALL	4,062.82	49.23%
FINISH CARPENTRY / TRIMWORK	173.50	2.10%
FRAMING & ROUGH CARPENTRY	235.77	2.86%
PAINTING	3,183.24	38.57%
WATER EXTRACTION & REMEDIATION	384.65	4.66%
O&P Items Subtotal	8,252.40	83.33%
Overhead	825.27	8.33%
Profit	825.27	8.33%
Total	9,902.94	100.00%


HALL
STORAGE
UNDEFINED
HALL1
Storage Area/Room
Music room
STORAGE
HALL
HALL
HALL
HALL
ROOM
ROOM
ELECTRICAL ROOM

ROCK ISLAND SCHOOLS

CHECK REGISTER FOR BH EDUCATION - VENDOR CHECKS - ACH

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
3026	04/22/2025	ACH	P - 17764	AJIBOLA, BEATRICE OLABISI	7.84
3027	04/22/2025	ACH	P - 06469	BENEDICT, SHANE J	67.98
3028	04/22/2025	ACH	P - 97205	EATON, MADELEINE G	18.06
3029	04/22/2025	ACH	P - 97090	GIMM, JALYNNE CHRISTINE	5.32
3030	04/22/2025	ACH	P - 05029	HALL, LAURA L	28.21
3031	04/22/2025	ACH	P - 97100	HOLTROP, JOCELYN LESLIE	71.82
3032	04/22/2025	ACH	P - 97026	JOY, MELISSA LYNN	5.18
3033	04/22/2025	ACH	P - 96466	KAHA, SHAYNA LEIGH	5.11
3034	04/22/2025	ACH	P - 05386	KETCHAM, JODI L	36.26
3035	04/22/2025	ACH	P - 97008	LAERMANS, BREANN MICHELLE	67.06
3036	04/22/2025	ACH	P - 18391	LYON, LAURIE CHRISTINE	15.40
3037	04/22/2025	ACH	P - 07846	MACKENNA, ELIZABETH A	75.98
3038	04/22/2025	ACH	P - 04756	MCWILLIAMS, BETTINA JO CULBERSON	52.85
3039	04/22/2025	ACH	P - 07591	NAHRGANG, KERI L	7.12
3040	04/22/2025	ACH	P - 96892	PITTARD, SUSIE J	5.18
3041	04/22/2025	ACH	P - 03200	POTERACK, TONIA R	89.25
3042	04/22/2025	ACH	P - 96601	REYES, SAMUEL ALBERTO	39.55
3043	04/22/2025	ACH	P - 96567	RISDEN-RICE, PAULETTE KAY	49.25
3044	04/22/2025	ACH	P - 05313	SIERRA-SANDERS, ALICIA A	358.12
3045	04/22/2025	ACH	P - 96679	THOMAS, KIMBERLY JEAN	36.96
3046	04/22/2025	ACH	P - 97191	THOMPSON, PAULA JO	67.96
3047	04/22/2025	ACH	P - 17994	WANGLER, HEATHER K	50.82
3048	04/22/2025	ACH	P - 95054	WENTHE, KELLEY M	88.06
3049	04/22/2025	ACH	P - 96173	WILLIAMS, NASHIRA BRIANNE	462.87
3050	04/22/2025	ACH	P - 97199	WOOLSEY, JENNIFER I	23.38

Total No. of Checks : 25 **Total Amount : 1,735.59**

CHECK REGISTER FOR BH EDUCATION - VENDOR CHECKS - CHECK

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
206455	04/15/2025	Check	V - 10001	A & A AIR CONDITIONING	330.00
206456	04/15/2025	Check	V - 26276	ACCIDENT FUND INSURANCE COMPANY OF AMERICA	63,952.21
206457	04/15/2025	Check	V - 10245	ACT II TRANSPORTATION, INC.	7,040.00
206458	04/15/2025	Check	V - 11013	AFSCME COUNCIL 31	2,075.52
206459	04/15/2025	Check	V - 15172	ALLMAKES OFFICE & FURNITURE	983.64
206460	04/15/2025	Check	V - 26131	ALTA LANGUAGE SERVICES, INC.	173.00
206461	04/15/2025	Check	V - 26302	AUTISM LITTLE LEARNERS	445.50
206462	04/15/2025	Check	V - 24732	BACKGROUND INVESTIGATION BUREAU, LLC	58.35
206463	04/15/2025	Check	V - 10091	BLACKHAWK BANK & TRUST	11,103.69
206464	04/15/2025	Check	V - 22296	BLITT AND GAINES, P.C.	170.63
206465	04/15/2025	Check	V - 22296	BLITT AND GAINES, P.C.	321.81
206466	04/15/2025	Check	V - 10098	BOUND TO STAY BOUND BOOKS, INC	568.11
206467	04/15/2025	Check	V - 25156	BRIDGES CATERING WEH, INC	5,200.00
206468	04/15/2025	Check	V - 24698	CARTRIDGE INK QUAD CITIES	5,662.63
206469	04/15/2025	Check	V - 26279	CHARMS	349.00
206470	04/15/2025	Check	V - 26317	COLUMN SOFTWARE PBC	137.98
206471	04/15/2025	Check	V - 26080	COOKIES AND DREAMS, LLC	826.20
206472	04/15/2025	Check	V - 26329	DANIEL GLEASON	100.00
206473	04/15/2025	Check	V - 19334	DEVELOPMENT ASSOCIATION OF ROCK ISLAND	2,500.00
206474	04/15/2025	Check	V - 21891	DATA CONTROL, INC.	94.95
206475	04/15/2025	Check	V - 26341	DERRICK SVELNYS	1,050.00
206476	04/15/2025	Check	V - 14209	BLICK ART MATERIALS	248.34
206477	04/15/2025	Check	V - 18825	DISCOUNT SCHOOL SUPPLY	1,903.90
206478	04/15/2025	Check	V - 26303	DOUBLE H ENTERTAINMENT LLC	765.00
206479	04/15/2025	Check	V - 23884	EDWARDS CREATIVE	495.00
206480	04/15/2025	Check	V - 24426	QUALITY GROUP	4,340.75
206481	04/15/2025	Check	V - 23428	FIRM SYSTEMS	1,197.00
206482	04/15/2025	Check	V - 24904	FLORIDA STATE DISBURSEMENT UNIT	18.55
206483	04/15/2025	Check	V - 26250	FOLLETT CONTENT SOLUTIONS	762.79
206484	04/15/2025	Check	V - 26321	FRAME IT UP PHOTO BOOTH, LLC	599.00
206485	04/15/2025	Check	V - 11475	HY-VEE FOOD STORE	23.94
206486	04/15/2025	Check	V - 15394	ILLINOIS ASSOCIATION OF SCHOOL PERSONNEL ADMIN	5,250.00
206487	04/15/2025	Check	V - 19730	ILLINOIS DEPARTMENT OF REVENUE	346.15
206488	04/15/2025	Check	V - 24604	JIMMY D. LONG	864.00
206489	04/15/2025	Check	V - 10441	JOHANNES BUS SERVICE INC.	121,051.61
206490	04/15/2025	Check	V - 10246	JOHNSON DISTRIBUTING INC.	14.00
206491	04/15/2025	Check	V - 10461	KIDDER MUSIC SERVICE	8,003.90

CHECK REGISTER FOR BH EDUCATION - VENDOR CHECKS - CHECK

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
206492	04/15/2025	Check	V - 12092	KING FOOD SERVICE, INC.	1,660.00
206493	04/15/2025	Check	V - 11342	LAIRD PIANO TUNING & REPAIR	96.00
206494	04/15/2025	Check	V - 25922	LAKESHORE LEARNING MATERIALS, LLC	424.62
206495	04/15/2025	Check	V - 10300	SUMMIT FINANCIAL RESOURCES, L.P.	119.68
206496	04/15/2025	Check	V - 26416	LINN COUNTY SHERIFF	675.28
206497	04/15/2025	Check	V - 20947	LOFFREDO FRESH PRODUCE CO., INC.	1,418.56
206498	04/15/2025	Check	V - 25241	MARCO TECHNOLOGIES, LLC	143.07
206499	04/15/2025	Check	V - 25756	MARENEM INC	59.13
206500	04/15/2025	Check	V - 23379	MEDIACOM COMMUNICATIONS CORP	1,460.00
206501	04/15/2025	Check	V - 26030	NATIONAL ASSOC FOR THE EXCHANGE OF INDUSTRIAL RESO	149.00
206502	04/15/2025	Check	V - 23563	RYAN C. OHR	500.00
206503	04/15/2025	Check	V - 23525	OLDE TOWNE BAKERY	82.06
206504	04/15/2025	Check	V - 10620	ORIENTAL TRADING COMPANY, INC.	108.73
206505	04/15/2025	Check	V - 24616	PATRICK STEVEN O'BRIEN	100.00
206506	04/15/2025	Check	V - 10081	PIZZA & SUBS	81.85
206507	04/15/2025	Check	V - 24053	PRAIRIE FARMS DAIRY	19,433.02
206508	04/15/2025	Check	V - 17106	QUAD CITIES YOUTH CONFERENCE	378.00
206509	04/15/2025	Check	V - 19004	QUAD CITY BOTANICAL CENTER	304.00
206510	04/15/2025	Check	V - 26425	QUAD CORPORATION INC	184.48
206511	04/15/2025	Check	V - 25748	QUALITY AWARDS & LAMINATING	574.95
206512	04/15/2025	Check	V - 26436	RELENTLESS ENTERPRISES, LLC	15,000.00
206513	04/15/2025	Check	V - 11658	ROCK ISLAND FITNESS AND	974.08
206514	04/15/2025	Check	V - 12179	ROCK ISLAND HIGH SCHOOL	2,898.00
206515	04/15/2025	Check	V - 10721	ROCK ISLAND BOARD OF EDUCATION	60.00
206516	04/15/2025	Check	V - 18465	ROCK ISLAND SCHOOL DISTRICT 41	75,287.58
206517	04/15/2025	Check	V - 10706	REGIONAL OFFICE OF EDUCATION-MOLINE	100.00
206518	04/15/2025	Check	V - 20442	SCHOLASTIC TEACHERS STORE	142.68
206519	04/15/2025	Check	V - 10476	SCHOOL SPECIALTY, INC.	690.58
206520	04/15/2025	Check	V - 24411	SHRED-IT USA	170.41
206521	04/15/2025	Check	V - 25326	SPHERO, INC	614.74
206522	04/15/2025	Check	V - 24211	SPRING FORWARD LEARNING CENTER	11,115.00
206523	04/15/2025	Check	V - 25561	STRIKE FORCE PRO SHOP	360.40
206524	04/15/2025	Check	V - 20558	SUN LIFE FINANCIAL	1,312.82
206525	04/15/2025	Check	V - 26363	THE STEPPING STONES GROUP LLC	9,180.00
206526	04/15/2025	Check	V - 25327	TWISTED MICS, LLC	562.50

CHECK REGISTER FOR BH EDUCATION - VENDOR CHECKS - CHECK

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
206527	04/15/2025	Check	V - 26384	TX CHILD SUPPORT SDU	152.50
206528	04/15/2025	Check	V - 24290	UNITY POINT HEALTH-TRINITY MEDICAL CTR	4,175.00
206529	04/15/2025	Check	V - 20598	VERIZON WIRELESS	2,282.74
206530	04/15/2025	Check	V - 24843	WI SCTF	100.00
206531	04/15/2025	Check	V - 10945	XEROX CORPORATION	7,386.09

Total No. of Checks : 77				**Total Amount :**	**409,544.70**

ROCK ISLAND SCHOOLS

CHECK REGISTER FOR BH OBM - OBM CHECKS - ACH

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
427	04/22/2025	ACH	P - 96790	LOHMANN, RALPH AUGUST	82.25
428	04/22/2025	ACH	P - 96296	MUNOZ, JUSTIN TYLER	13.86
429	04/22/2025	ACH	P - 96058	SCHAULAND, AMY H	177.59
430	04/22/2025	ACH	P - 97121	WEBB, NATHAN THOMAS	28.56

Total No. of Checks : 4				**Total Amount :**	**302.26**

ROCK ISLAND SCHOOLS

CHECK REGISTER FOR BH OBM - OBM CHECKS - CHECK

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
38428	04/15/2025	Check	V - 10018	ADEL WHOLESALERS, INC.	503.95
38429	04/15/2025	Check	V - 26387	ADVANTAGE	1,500.00
38430	04/15/2025	Check	V - 23054	REPUBLIC SERVICES	22,014.91
38431	04/15/2025	Check	V - 10409	AT&T	3,749.25
38432	04/15/2025	Check	V - 10519	CED OF THE QUAD CITIES	116.72
38433	04/15/2025	Check	V - 26413	IMAGINE NATION, LLC	414.05
38434	04/15/2025	Check	V - 18292	LOWE'S	16.42
38435	04/15/2025	Check	V - 14673	MENARDS, INC.	52.76
38436	04/15/2025	Check	V - 10428	MIDAMERICAN ENERGY COMPANY	104,168.55
38437	04/15/2025	Check	V - 23535	MTI DISTRIBUTING	389.98
38438	04/15/2025	Check	V - 19100	NORTHWEST MECHANICAL	1,134.00
38439	04/15/2025	Check	V - 24758	PILLAR EQUIPMENT, INC	218.19
38440	04/15/2025	Check	V - 15355	POOLS WELDING	1,417.62
38441	04/15/2025	Check	V - 10722	CITY OF ROCK ISLAND	5,914.00
38442	04/15/2025	Check	V - 10722	CITY OF ROCK ISLAND	150.00
38443	04/15/2025	Check	V - 15776	ECHO ELECTRIC	29.15
38444	04/15/2025	Check	V - 25071	STERLING COMMERCIAL ROOFING, INC	1,509.66
38445	04/15/2025	Check	V - 20598	VERIZON WIRELESS	493.38

Total No. of Checks : 18				**Total Amount :**	**143,792.59**

Report Code: AP_CHECKREG

Search Criteria:

Fiscal Year	**: 2025**
FY Period - Task	**: 10 - A1**
Start Due Date	**: None**
End Due Date	**: None**
Check Date	**: 04/15/2025**
Reprint Check Date	**: None**
Separate Check for Each Fund	**: No**
Group By	**: FIN_INST_ACCT_ID, FIN_INST_TRAN_SOURCE**
Sort By	**: VENDOR_SHORT_NAME**
Sort Employee Checks By Pay Location	**: No**

ROCK ISLAND SCHOOLS

CHECK REGISTER FOR BH EDUCATION - VENDOR CHECKS - ACH

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
3051	04/22/2025	ACH	V - 25525	AMAZON.COM SERVICES, INC.	33,667.82
3052	04/22/2025	ACH	V - 20498	B&B DRAIN TECH, INC.	1,800.00
3053	04/22/2025	ACH	V - 25367	BACKUPIFY, INC	624.96
3054	04/22/2025	ACH	V - 10088	BLACK HAWK AREA SPECIAL ED.	186,100.00
3055	04/22/2025	ACH	V - 11940	BSN SPORTS, LLC	2,634.77
3056	04/22/2025	ACH	V - 14613	BURKE CLEANERS, INC.	516.60
3057	04/22/2025	ACH	V - 10174	CONES REPAIR SERVICE, INC.	1,795.00
3058	04/22/2025	ACH	V - 26138	CONNECTWISE LLC	3,120.00
3059	04/22/2025	ACH	V - 25711	CULLIGAN OF DAVENPORT	151.35
3060	04/22/2025	ACH	V - 18471	DELL INC.	399.62
3061	04/22/2025	ACH	V - 10221	DEMCO EDUCATIONAL CORP.	400.05
3062	04/22/2025	ACH	V - 26108	EMPIRICAL EDUCATION, INC.	45,472.50
3063	04/22/2025	ACH	V - 12004	THE PROPHET CORPORATION	641.70
3064	04/22/2025	ACH	V - 16777	HUGHES NETWORK TECHNOLOGIES	476.00
3065	04/22/2025	ACH	V - 12439	ILLINOIS PRINCIPALS ASSOCIATION	439.00
3066	04/22/2025	ACH	V - 18269	J.W. PEPPER & SON	717.73
3067	04/22/2025	ACH	V - 24278	JOSTENS, INC	1,732.65
3068	04/22/2025	ACH	V - 24935	JUMPCLOUD INC.	0.95
3069	04/22/2025	ACH	V - 24908	KOHL WHOLESALE	571.64
3070	04/22/2025	ACH	V - 23276	LEARNING A-Z	1,092.00
3071	04/22/2025	ACH	V - 15989	MAINSTREAMUSA INC.	6,000.00
3072	04/22/2025	ACH	V - 10582	NASCO	766.75
3073	04/22/2025	ACH	V - 26102	PITNEY BOWES GLOBAL FINANCIAL SVCS LLC	1,213.35
3074	04/22/2025	ACH	V - 25751	QUALITY CONTROLLED STAFFING, INC.	3,231.14
3075	04/22/2025	ACH	V - 19712	STAPLES ADVANTAGE	2,874.16

Total No. of Checks : 25 **Total Amount : 296,439.74**

ROCK ISLAND SCHOOLS

CHECK REGISTER FOR BH OBM - OBM CHECKS - ACH

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
431	04/22/2025	ACH	V - 25525	AMAZON.COM SERVICES, INC.	273.96
432	04/22/2025	ACH	V - 26267	C & J LANDSCAPING, LLC	3,983.75
433	04/22/2025	ACH	V - 13783	DOORS, INC.	36.00
434	04/22/2025	ACH	V - 17235	GREENWOOD CLEANING SYSTEMS, IN	1,714.50
435	04/22/2025	ACH	V - 10355	HANDY TRUE VALUE HARDWARE	665.34
436	04/22/2025	ACH	V - 23695	MIDWEST ALARM SERVICES	2,310.52
437	04/22/2025	ACH	V - 10003	THYMET PEST CONTROL	636.00

Total No. of Checks : 7 **Total Amount : 9,620.07**

Report Code: AP_CHECKREG

Search Criteria:

Fiscal Year	**: 2025**
FY Period - Task	**: 10 - A2**
Start Due Date	**: None**
End Due Date	**: None**
Check Date	**: 04/15/2025**
Reprint Check Date	**: None**
Separate Check for Each Fund	**: No**
Group By	**: FIN_INST_ACCT_ID, FIN_INST_TRAN_SOURCE**
Sort By	**: VENDOR_SHORT_NAME**
Sort Employee Checks By Pay Location	**: No**

ROCK ISLAND SCHOOLS

CHECK REGISTER FOR BH EDUCATION - VENDOR CHECKS - ACH

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
3076	04/16/2025	ACH	V - 26444	AMERITAS LIFE INSURANCE CORP	17,682.99
3077	04/16/2025	ACH	V - 26020	ANNA THIRTYACRE	300.00
3078	04/16/2025	ACH	V - 26278	COMBINED INSURANCE COMPANY OF AMERICA	1,330.19
3079	04/16/2025	ACH	V - 16777	HUGHES NETWORK TECHNOLOGIES	775.75
3080	04/16/2025	ACH	V - 11015	IMRF ACCOUNT	10,904.29
3081	04/16/2025	ACH	V - 26286	RELIANCE STANDARD LIFE INSURANCE COMPANY	10,564.71

Total No. of Checks : 6 **Total Amount : 41,557.93**

CHECK REGISTER FOR BH HEALTH INS - HEALTH INSURANCE - ACH

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
62	04/16/2025	ACH	V - 18449	WORTHINTON-OLSON, INC.	399.00

Total No. of Checks : 1 **Total Amount : 399.00**

ROCK ISLAND SCHOOLS

CHECK REGISTER FOR BH OBM - OBM CHECKS - ACH

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
438	04/16/2025	ACH	V - 16777	HUGHES NETWORK TECHNOLOGIES	13,867.64

Total No. of Checks : 1 **Total Amount : 13,867.64**

Report Code: AP_CHECKREG

Search Criteria:

Fiscal Year	**: 2025**
FY Period - Task	**: 10 - A3**
Start Due Date	**: None**
End Due Date	**: None**
Check Date	**: 04/15/2025**
Reprint Check Date	**: None**
Separate Check for Each Fund	**: No**
Group By	**: FIN_INST_ACCT_ID, FIN_INST_TRAN_SOURCE**
Sort By	**: VENDOR_SHORT_NAME**
Sort Employee Checks By Pay Location	**: No**

SUMMARY OF CHECKS AND WIRES
April 15, 2025

COMPUTERIZED CHECK RUN

EDUCATION

Ed Fund CHECKS V206455-V206531		Ed Fund ACH VA3026-VA3081	
Education	$ 233,201.62	Education	$ 336,502.12
Transportation	$ 112,390.87	Transportation	$ 3,231.14
Debt Service Fund		Debt Service Fund	$ -
Capital Projects		Capital Projects	
Life Safety		Life Safety	
Tort Immunity	$ 63,952.21	Tort Immunity	
	$ 409,544.70		$ 339,733.26
		TOTAL EDUCATION	**$ 749,277.96**

O&M

O&M CHECKS		O&M Fund ACH	
B38428-B38445	$ 143,792.59	BA427-BA438	$ 23,789.97
		TOTAL O&M	**$ 167,582.56**

HEALTH

Health Fund CHECKS		Health Fund ACH	
		HA62	$ 399.00
		TOTAL HEALTH	**$ 399.00**

TOTAL COMPUTERIZED CHECK RUN		**$ 917,259.52**

WIRES

Ed, Bldg, Tort Salary Checks	$ 1,741,114.14	
Federal Income Tax	$ 237,942.00	
OASDI/Medicare	$ 141,946.74	
State Withholdings	$ 106,085.60	
Teacher's Retirement Systems/IMRF	$ 231,428.34	
Employee Deductions	$ 91,184.41	
Benefits Payments		
TOTAL WIRES	**$ 2,549,701.23**	

GRAND TOTAL	**$ 3,466,960.75**

RIMSD 41 List of Donations 4.22.2025				
Donor	**Date**	**Amount**	**School**	**Propose**
Class of 1974	4/14/24	$150.00	RIHS	Rocky Resource Room

Proposal for Overnight/Extended Student Trips

Email Address	*jarrin.williams@rimsd41.org*
Type of Trip	*IHSA Boys' State Track & Field Championship*
Proposed Departure Date	*May 29, 2025*
Return Date	*May 31, 2025*
Proposer	*Jarrin Williams*
School	*RIHS*
Position	*Head Coach*
Date By Which Response Is Needed	*May 22, 2025*
What is the major place to be visited or event to be attended?	*IHSA Boys' State Track & Field Championship*
How is the trip related to the educational program of the District?	*Interscholastic activity*
In what ways will the students benefit?	*Students will benefit by attending a competition in which they had to qualify. They will represent Rock Island High School as well as the communities of Rock Island and Milan at the State Championship Meet.*
In what ways will the District benefit?	*The District will benefit by having representation at the state level competition.*
How will the trip be evaluated to determine the extent to which these benefits were realized?	*I'm not exactly sure how to answer this question but the students earned the right to represent RIHS and RIMSD at the State competition and now they are pursuing All-State honors, which won't determine the total value of the weekend nor the season.*
Which students (grade, class, or organization) will be going?	*This question cannot be accurately answered until the evening of Wednesday, May 21, 2025. That is the night of the IHSA Sectional at Minooka (the State qualifying meet).*
How many students in total?	*16 (two relays plus four alternates for each). Last year, we qualified in four events and took 10 student-athletes.*
How many students are currently experiencing academic problems?	*None*
Which staff members will be in charge?	*Jarrin Williams*

What previous experience has the staff member had in conducting overnight or extended field trips?	*The same three staff members attended the meet last year.*
What other staff members will be going?	*, Pharaoh Gay and Allanah McCorkle.*
How many chaperones, in addition to staff members, will be going?	*No additional chaparones.*
What are their names and affiliations with the students?	*N/A*
How many days of school will be missed?	*Two.*
How will teachers be advised in advance that the students will be out of school?	*I will submit the names to our attendance office. The students will be made aware (TODAY) that they need to contact their teachers about Friday's absence BEFORE Thursday.*
How will missed work be made up?	*Seniors will have completed their final exams before the departure date. Non-senior student-athletes will notify teachers in advance of the trip and together, they will determine how missed work will be made up.*
What special assistance will be provided to students with academic problems?	*Two of the coaches are certified teachers in the district and can provide assistance as necessary.*
What is the destination?	*Eastern Illinois University in Charleston, Illinois.*
What will be the mode of transportation? What liability insurance does the carrier have?	*TBD based upon the number of qualifiers but I will have reserved the high school's activity bus for the number of qualifiers and coaches if less than 14 total people. If we have the number of qualifiers we hope to take, we will rent vehicles from MVP in Milan.*
Where will the group be housed and fed?	*Either in the EIU Dorms (if available) or at the Quality Inn & Suites in Mattoon, Illinois (nearby). The RIHS Athletic Department provides a daily per diem for each student-athlete and coach.*
What enroute or supplementary activities are planned?	*We stop for lunch on Thursday in Champaign, Illinois and we have dinner at a restaurant in the Charleston/Mattoon area. Most of the rest of the time is spent at the competition venue.*
What arrangements have been made for dealing with emergency situations?	*Parents have my contact information and I have theirs*
If tour guides are involved, what liability	*No tour guides involved.*

insurance do they carry?	
What is the estimated total cost and cost per student?	*Hotel room cost (about $100/night per four student-athletes plus two rooms for the three coaches) and meals, which should be about $10/student per meal. Total estimated cost per student = $140-$150.*
What is the source of funds?	*RIHS Athletic Department Development/Activity (or Campaign for Excellence) Fund.*
How will the funds be collected and safeguarded?	*The funds will be provided to me by check and I will provide cash for meals to students and assistant coaches.*
How will any shortfall be made up or excess funds used?	*Excess funds will be returned to the RIHS Athletic Department.*
What provision has been made for students who are financially unable to pay any necessary costs?	*There shouldn't be any costs that aren't already covered from the support provided by the HS Athletic Department by I will provide as necessary and be reimbursed from the Boys' T&F Development fund.*
How will you communicate to parents prior to, during, and after the trip?	*Paper itinerary provided to the parents after the Sectional (State Qualifying) Meet and direct texts to/from me as necessary.*
List telephone numbers at destination where group will be housed.	*My phone number is 309-798-1655. Other phone numbers will be provided after accommodations have been made and confirmed.*
What information will be provided to the media and the community?	*I provide updates from my personal social media which is usually shared to the District pages and social media.*
Athletic Director approval	Approved by Mike Emendorfer
Principal approval	Approved by Jeff Whitaker
Superintendent/Designee approval	Approved by Scott Vance on Apr 06, 2025 21:44
Signature of School Board Representative	

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Annaka Whiting, Chief Financial Officer/Josh Becker, Operations & Maintenance Director
Date: April 22, 2025
Re: 2025 Facility Improvement Recommendation

The Rock Island - Milan School District #41 requested sealed bids to complete various summer projects throughout the district including:

- Denkmann – Tuckpointing
- Denkmann – Roof
- Longfellow – Tuckpointing
- Rock Island High School – Tuckpointing
- Earl Hanson – Fire Alarms
- Thomas Jefferson – Fire Alarms
- Rock Island Center for Math & Science – Parking Lot

Bid documents were available to contractors online. A pre-bid walkthrough was held on Thursday, April 3rd. Notifications for this bid were listed online as well as advertised locally in the Dispatch/Argus Newspaper. Bid documents were due to the Administration Center by 2:00 pm on April 14, 2025

The District received bids from three (3) companies and were opened and read aloud. The bids were reviewed by Legat Architects and Joshua Becker, Director of Building Operations. The following bidders qualified as responsible contractors based on the specifications and the bid results as are follows:

Company	**Base Bid**
Swanson Construction	$2,493,000
Russell Construction	$2,574,000
Valley Commercial Construction	$2,579,000

It is recommended that the Board of Education approve Swanson Construction, 3400 Towne Pointe Dr., Bettendorf, IA for the 2025 Facility Improvement projects at the base bid price of $2,493,000.

Investment Period: N/A
Total Investment: $2,493,000
Funding Source: Capital Improvement Fund, Bond Proceeds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

LEGAT ARCHITECTS

Design with a Difference

April 14, 2025 VIA Email

Dr. Sharon Williams
Superintendent
Rock Island-Milan School District 41
2000 7th Avenue
Rock Island, IL 61201

RE RIMSD41 2025 Facilities Improvements
Architect's Project Number: 225070.00
Letter of Recommendation for Contract Award

Dear Dr. Williams:

On Monday, April 14, 2025 at 2:00pm, bids were received for the above referenced project in the Rock Island-Milan District Office Conference Room. During the 2 week bidding period prior to this date, a total of thirteen contractors became Bidders of Record and three submitted sealed bids. The bid opening was conducted by Kalyssa Worden and witnessed by five attendees. Refer to the attached Bid Tabulation and Attendance Record.

Legat Architects has reviewed the qualifications and references of the low bidder and have found no evidence which would disqualify the apparent low bidder, Swanson Construction, from being awarded the contract for all work.

Legat Architects, therefore, recommends the Rock Island-Milan School District 41 consider awarding the Contract for Construction, for a total contract amount of $2,493,000.00 to:

Swanson Construction
3400 Towne Pointe Dr.
Bettendorf, IA 52722
563.332.4859

All work is to be substantially complete by July 31, 2025.

If you have any questions regarding the bidding of the RIMSD41 2025 Facilities Improvements project please do not hesitate to call. On behalf of Legat Architects, I look forward to working with Rock Island-Milan School District 41 toward the successful completion of this project.

Thank you.

Sincerely,



Kalyssa Worden
Project Associate

Legat Architects, Inc.
1515 5th Avenue, Suite 108
Moline, IL 61265

ATTACHMENTS 225070_Bid_Tabulation

Bid Tabulation

LEGAT ARCHITECTS

OWNER Rock Island - Milan School District 41

PROJECT TITLE **RIMSD41 2025 Facilities Improvements**

PROJECT NUMBER 225070.00

DATE / TIME: April 14, 2025, 2:00pm

BIDDER	ADDM		BID FORMS												REMARKS
				UNIT PRICES											
	NUMBER 1	NUMBER 2	BASE BID	UNIT PRICE 1 Spot Pointing $ per SF	UNIT PRICE 2 Brick Replacement $ each	UNIT PRICE 3 Masonry Caulking $ per LF	UNIT PRICE 4 Masonry Cleaning $ per SF	UNIT PRICE 5 Concrete Remove/Replace $ per SF	UNIT PRICE 6 Asphalt Remove/Replace $ per SY	UNIT PRICE 7 100 Cubic Yard Crushed Stone $ each	UNIT PRICE 8 200 SY Engineering Fabric $ each	DATE COMPLETE	BID BOND	SUBST.	CERTIF.	
Swanson Construction	X	X	$2,493,000.00	$25.00	$25.00	$18.00	$1.00	$20.00	$600.00	$13,000.00	$1,500.00	07.31.25	X		X	
Valley Construction	X	X	$2,579,900.00	$25.00	$25.00	$18.00	$1.00	$15.00	$130.00	$10,000.00	$1,000.00	07.25.25	X		X	
Russell Construction	X	X	$2,574,900.00	$25.00	$25.00	$18.00	$11.00	$24.00	$300.00	$8,000.00	$750.00	07.31.25	X		X	Anticipate completion of tuckpointing by Oct. 1, 2025

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Annaka Whiting, Chief Financial Officer/Josh Becker, Operations & Maintenance Director
Date: April 22, 2025
Re: Aquatic Center – Bid 1 Recommendation

The Rock Island - Milan School District #41 requested sealed bids for the fabrication of the architectural precast panels to construct a new 25,000 SF swimming pool and support facility. Bid documents were available to contractors online. A pre-bid meeting was held on April 7th. Notifications for this bid were listed online as well as advertised locally in the Dispatch/Argus Newspaper. Bid documents were due to the Administration Center by 3:00 pm on April 14, 2025

The District received bids from six (6) companies and were opened and read aloud. The bids were reviewed by Russell Construction. The following bidders qualified as responsible contractors based on the specifications and the bid results as are follows:

Company	**Base Bid**
Advanced Precast Company	$642,979.00
Mid States Concrete Industries	$617,119.00
MPC Enterprises, Inc.	$605,000.00
Lombard Architectural Precast Products Company	$737,000.00
Dukane Precast, Inc.	$550,000.00
Mid America Precast	$878,294.00

It is recommended that the Board of Education approve MPC Enterprises, Inc., 2001 W. Washington Street, Mt. Pleasant, IA for the Rock Island High School Aquatic Center - Bid 1 project. Including Russell Construction markups, the overall contract amendment will be a cost of $632,359.00.

Investment Period: N/A
Total Investment: $632,359.00
Funding Source: Capital Improvement Fund, Bond Proceeds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

April 15th, 2025

Mrs. Annaka Whiting – Chief Financial Officer
Rock Island – Milan School District #41
2700 7th Avenue
Rock Island, IL 61201

Re: Rock Island High School Pool Precast Award Recommendation

Dear Mrs. Whiting,

Russell is pleased to submit the following award recommendation for the Rock Island High School pool precast fabrication bid package. Competitive bid proposals were received from six (6) bidders with the lowest responsive and responsible bidder being MPC Enterprises. Dukane Precast Inc. has requested to withdraw their bid due to a mathematical error found in their estimating software resulting in their bid not conforming with the Invitation to Bid requirements.

As such, Russell is requesting permission to award the contract for this scope of work to MPC Enterprises for a bid total of $605,000 compared to the posted budget of $620,000 yielding savings of $15,000 to the overall project budget. The overall contract amendment including Russell markups will be $632,359.

Enclosed are the final bid tabulation, copies of the bid proposals received, and the supporting documentation from Dukane Precast Inc. showing the mathematical error in their bid.

If you have any questions regarding this recommendation, please don't hesitate to contact us for clarification.

Thank you again for the opportunity to support Rock Island Community and District #41.

Sincerely,

Jesse Smith
Senior Estimator

Cc: Tony Latoria
Wendy Rouse

4700 East 53rd Street, Davenport, Iowa 52807 | (563) 459-4600 | www.russellco.com

Owner: Rock Island-Milan School District 41
Project Title: Rock Island High School - New Aquatic Center
Construction Manager's Project No.: 01-24-0101
Bid Date / Time: 04/14/2025 3:00:00 PM

Bid Category 03B	RCVD	APPARENT LOW	Bidders					
Structural Precast	6	MPC Enterprises	Dukane Precast Inc. - WITHDRAWN	MPC Enterprises	Mid-States Concrete	Advanced Precast Co.	Lombard Architectural Precast	Mid America Precast
Addenda (1)		Y	Y	Y	Y	Y	Y	Y
Bid Bond		Y	Y	Y	Y	Y	Y	Y
Base Bid		$ 605,000.00	$ 550,000.00	$ 605,000.00	$ 617,119.00	$ 642,979.00	$ 737,000.00	$ 878,294.00
TOTAL BID WITH ALTERNATES		$ 605,000.00	$ 550,000.00	$ 605,000.00	$ 617,119.00	$ 642,979.00	$ 737,000.00	$ 878,294.00

SECTION 00 41 00
BID FORM

BID FORM COVER SHEET

BIDDING FIRM NAME: DUKANE PRECAST, INC

THIS BIDDER REMINDER CHECKLIST IS TO BE COMPLETED AND INCLUDED IN BID SUBMISSION FOR REVIEW AT BID OPENING

	YES	NO
HAVE YOU PROPERLY AND COMPLETELY EXECUTED THE BID FORM?	X	
HAVE YOU COMPLETELY FILLED OUT ALL ALTERNATES AND UNIT PRICES?		
HAVE YOU INCLUDED THE REQUIRED SUPPLEMENT FORMS? NOTE: NON-COLLUSION AFFIDAVIT IS REQUIRED TO BE NOTARIZED.	X	
HAVE YOU INCLUDED AN ORIGINAL BID BOND (OR CERTIFIED CHECK)? NOTE: BOND MUST BE SIGNED BY SURETY AND PRINCIPAL.	X	
HAVE YOU INDICATED THE PROJECT NAME, BID CATEGORY NUMBER AND DESCRIPTION ON THE OUTSIDE OF YOUR BID ENVELOPE?	X	
HAVE YOU REVIEWED SECTION 01 12 00 MULTIPLE CONTRACT SUMMARY FOR SPECIFIC BID CATEGORY INCLUSIONS AND EXCLUSIONS	X	

318

NOTE: IF ANY OF THE REQUIRED BIDDING DOCUMENTS ARE NOT INCLUDED, DATED, OR PROPERLY EXECUTED, THE CONTRACTORS BID MAY BE DEEMED NON-RESPONSIVE.

THE PROJECT AND THE PARTIES

6.01 TO:

A. Board of Education, Rock Island-Milan School District #41 (Owner)
2000 7th Ave
Rock Island, IL61201

6.02 FOR:

A. Project: RIHS Aquatic Center Bid Release 1
1400 25th Ave
Rock Island, Illinois61201

6.03 DATE: 04/14/2025 **(BIDDER TO ENTER DATE)**

6.04 SUBMITTED BY: (BIDDER TO ENTER BIDDER'S NAME AND ADDRESS)

A. Bidder's Full Name: Dukane Precast, Inc.
1. Address: 1805 High Grove Lane
2. City, State, Zip: Naperville, IL 60540
3. Point of Contact: Scott Gale, VP of Sales
4. POC Phone: 630.548.6586
5. POC Email: sgale@dukaneprecast.com / sales@dukaneprecast.com

6.05 BID CATEGORY: (BIDDER TO ENTER BID CATEGORY NUMBER AND NAME - REFER TO 01 12 00 MULTIPLE CONTRACT SUMMARY)

A. NUMBER 03B BID CATEGORY NAME Precast Architectural Concrete

6.06 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum, alternates, and unit prices.

Addendum # 1 Dated 04/09/2025. Addendum # _____ Dated _____.
Addendum # _____ Dated _____. Addendum # _____ Dated _____.

6.07 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Legat Architects for the RIHS Aquatic Center Bid Release 1 project, we, the undersigned, hereby offer to enter into a Contract to perform the Work as described in the above-noted BID CATEGORY for the Sum of:

B. Five Hundred Fifty-Thousand Dollars and Zero Cents dollars ($ 550,000.00), in lawful money of the United States of America.

C. We have included the required security deposit as required by the Instruction to Bidders.

D. We have included the cost of acquiring the required performance and payment bonds in the Bid Amount as required by the Instructions to Bidders.

1. The cost of the required performance and payment bonds are Eight Thousand Five-Hundred Sixty-Five Dollars & Zero Cents dollars ($ 8,565.00), in lawful money of the United States of America.

E. All applicable federal, state, and local taxes, permits, and fees are included in the Bid Sum.

F. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances or noted in individual bid categories are included in the Bid Sum.

320

6.08 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for 45 days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:
   1. Execute the Agreement within seven days of receipt of Notice of Award.
   2. Furnish the required bonds within seven days of receipt of Notice of Award.
   3. Commence work within seven days after written Notice to Proceed of this bid.

C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

6.09 DECLARATIONS

A. Bidder attended the pre-bid conference: YES / (NO)

B. Bidder has visited the project site: YES / (NO)

C. Bidder has reviewed the Project Guideline Schedule (NO)

D. Payment and Performance Bond Cost Included in Bid (YES) / NO

E. EMR (Experience Modification Rate) 0.68

6.10 CONTRACT TIME

A. If this Bid is accepted, we will meet the following schedule milestones

Shop Drawings submitted by June 18, 2025.

Precast delivery to jobsite by October 8th, 2025.

6.11 UNIT PRICES

A. Note: Unit Costs are to be included with Bidder's original proposal for the Work to be done. Unit Prices are valid for the duration of the project. Unit pricing (other than labor rates) to include all fees associated with the work including Labor, Material, Equipment, Overhead, and Profit. Unit prices will be used for either additional or deductive work.

UNIT PRICE LIST

ATTACH ADDITIONAL SHEETS IF NECESSARY

Bid Category	Item	Unit of Measure	Rate
All Categories	Labor (Trade)	Labor Hour	$/HR
N/A			

6.12 BID FORM SUPPLEMENTS

A. We agree to submit the following Supplements to Bid Forms within 24 hours after submission of this bid for additional bid information:

1. Document 00 43 36: Include the names of all Subcontractors and Suppliers and the portions of the Work they will perform.
2. Document 00 43 73 - Proposed Schedule of Values Form identifies the Bid Price/Sum segmented into portions as requested.
3. IRS Form W-9, Request for Taxpayer Identification Number

321

6.13 BID FORM SIGNATURE(S)

The Corporate Seal of

Dukane Precast, Inc.

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

(Authorized signing officer, Title)

(Seal)

Donald S. Dardis, P.E., MBA, President

(Authorized signing officer, Title)

6.14 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

BIDDER SHALL COMPLETE SECTION 1, 2, AND 3 BELOW SHALL BE INCLUDED IN THE BID ENVELOPE.

SECTION 1 - EXPERIENCE QUESTIONNAIRE

A. List 3 similar projects recently completed

Contract Amount	Type of Work	When Completed	Name and Address of Owner
$575,000.00	School Gym Add	2024	Universal School 7530 W. 93rd St., Bridgeview , IL
$1,643,829.00	JV Addition	2022	Rich Township HS/JV 5000 Sauk Trail Rd, Richton Park, IL 60471
$1,505,524.00	New Aquatics Center	2021	Racine Unified School Dist. 7584 Washington Ave., Mt. Pleasant, WI

B. List projects currently in construction (Provide additional sheets if necessary)

Contract Amount	Type of Work	Anticipated Completion Date	Name and Address of Owner
$1,462,050.00	Precast Concrete	Oct 2025	IDOT #017-62N91
$1,898,750.00	Precast Concrete	Dec 2025	Village of Bedford Park, Wintrust Arena
$2,644,500.00	Precast Concrete	Dec 2025	Tolleston Opp. Campus

322

C. Have you ever failed to complete any work awarded to you? YES / NO
   1. If yes, please attach an explanation including owner and project information and description of circumstances.

D. Provide three references from private firms for which you have performed work
   1. Triumph Design Build Corp. 425 N. Martingale Road, Suite 1280, Schaumburg, IL 60173 847.608.7982 John Gallagher
   2. Reiche Construction, Inc. 1550 N. Old Rand Road, Unit A, Wauconda, IL 60084 847.526.9000 / Adam Reiche
   3. ARCO/Murray 3113 Woodcreek Dr., Downers Grove, IL 60515 331.251.2726 Jim Roggeman

SECTION 2 - CONTRACTOR'S FINANCIAL STATEMENT

A. Bidder's financial statements may be requested by Owner or Construction Manager. The financial statements provided must be specific enough in detail so that Owner and Construction Manager can make the proper determination of the Bidder's capability for completing the Project if awarded. By initialing this section, Contractor acknowledges that this information may be requested and agrees to furnish it upon request. **CONTRACTOR INITIALS:** DSD

SECTION 3 - NON-COLLUSION AFFIDAVIT

A. The Bid provided in this proposal has been arrived at independently and without consultation, communication, or agreement with any other contractor, responder, or potential responder to the request for bid.

B. The price(s) have not been disclosed to any other entity or agent who is a responder or potential responder to the request for bid and the price(s) will not be disclosed before the bid opening.

C. No attempt has been or will be made to induce any entity to refrain from responding to the request for bid or induce them to submit a bid that is higher or lower than the bid in this proposal, or to submit any intentionally high or non-competitive bid or another form of a non-responsive bid proposal.

D. This proposal and bid has been prepared in good faith and not pursuant to any agreement, discussion, or inducement from any entity to submit a complementary or other non-competitive bid proposal.

E. No person, persons, firm, or corporation has, had, or will receive directly or indirectly any rebate, fee, gift, commission, or thing of value on account of such a contract or agreement.

OATH AND AFFIRMATION

I hereby affirm under the penalty of perjury that the facts and information contained in the foregoing Bid for public works are true and correct to the best of my knowledge and belief.

IN TESTIMONY WHEREOF, The Bidder (a firm) has hereunto set their hand this 14th day of April, 2025.

Firm Name: Dukane Precast, Inc.

By: _____

Title: Donald S. Dardis, P.E., MBA, President

ACKNOWLEDGMENT

STATE OF Illinois)

) SS:

COUNTY OF DuPage)

Donald S. Dardis, P.E., MBA being duly sworn, deposes and says that he is President (Title) of the above Dukane Precast, Inc. (Name of Firm) And that the statements contained in the foregoing Bid, certification, and Affidavit are true and correct.

Subscribed and sworn before me this 14th day of April, 2025.

_____

Imelda Juarez
Contract Manager

Notary Public

My Commission Expires: March 15th, 2028

OFFICIAL SEAL
IMELDA JUAREZ GOMEZ
Notary Public, State of Illinois
Commission No. 988286
My Commission Expires
March 15, 2028

SEX OFFENDER ACKNOWLEDGMENT AND CERTIFICATION

DUKANE PRECAST, INC. (Bidding Firm) is providing services to the Board of Education, Rock Island-Milan School District #41 as a vendor, supplier, contractor, or professional services provider or is operating or managing the operations of a vendor, supplier, contractor, or professional services provider. The services provided by the Company may involve the presence of the Company's employees upon the real property of the facilities of the Owner.

The Company acknowledges that Illinois law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of a school of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor, supplier, provider of services or volunteer at the schools of the District.

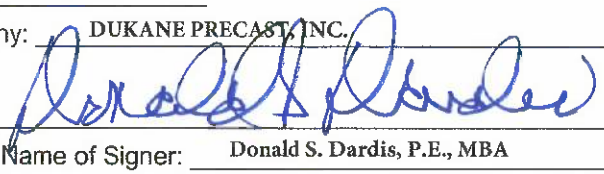
The Company hereby certifies that no one who is an owner, operator, or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth in law and above.

This Acknowledgment and Certification is to be construed under the laws of the State of Illinois. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that they have read this entire document, that they understand its terms, and that they not only have the authority to sign the document on behalf of the Company but have signed it knowingly and voluntarily.

Dated: 04/14/2025

Company: DUKANE PRECAST, INC.

By: 

Printed Name of Signer: Donald S. Dardis, P.E., MBA

Title of Signer: President

END OF SECTION 00 41 00

SECTION 00 45 10
ILLINOIS HUMAN RIGHTS ACT

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

1.01 CERTIFICATION

A. Project: RIHS Aquatic Center Bid Release 1

B. DUKANE PRECAST, INC. (Firm name of Bidder),

Contractor, shall comply with the terms and procedures of the Illinois Human Rights Act, 775 ILCS 10/0.01 et seq and does hereby certify pursuant to P.A. 87-1257, the Illinois Human Rights Act, that(he, she, it) has adopted a written sexual harassment policy which minimally includes the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) an employer's internal complaint process, including penalty; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

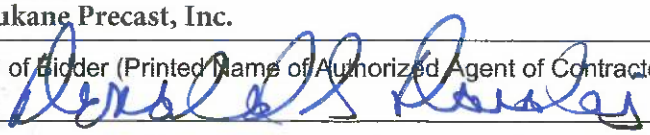
325

C. Refer to Section 00 72 00 - General Conditions for additional information.

1.02 CONTRACTOR

A. Dukane Precast, Inc.

Name of Bidder (Printed Name of Authorized Agent of Contractor)

B. 

Signature of Bidder (Signed Name of Authorized Agent of Contractor)

C. Donald S. Dardis, P.E., MBA, President

Date

END OF SECTION 00 45 10

SECTION 00 45 00
ILLINOIS DRUG-FREE WORKPLACE ACT

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

1.01 CERTIFICATION

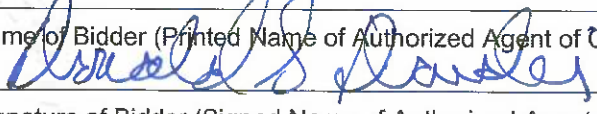
A. Project: RIHS Aquatic Center Bid Release 1

B. DUKANE PRECAST, INC. (Firm Name of Bidder), Contractor, having 25 employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat. ch. 127 par. 132.313) that [he, she, it] shall provide a drug free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug Free Workplace Act 30 ILCS 580.1 et seq. and further certify 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.

C. Refer to Section 00 72 00 - General Conditions for additional Information

1.02 CONTRACTOR

A. Dukane Precast, Inc.
Name of Bidder (Printed Name of Authorized Agent of Contractor)

B. 
Signature of Bidder (Signed Name of Authorized Agent of Contractor)

C. Donald S. Dardis, P.E., President 04/14/2025
Date

END OF SECTION 00 45 00

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Dukane Precast, Inc.

1805 High Grove Lane
Naperville, IL 60540

SURETY:
(Name, legal status and principal place of business)
Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Rock Island- Milan School District #41
2700 7th Avenue
Rock Island, IL 61201
BOND AMOUNT: * TEN PERCENT OF AMOUNT BID *****

PROJECT:
(Name, location or address, and Project number, if any)
RIHS New Aquatic Center Bid Release - Project No. #221001.00 - DIVISION 03 - Structural Precast Concrete

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of April 2025

(Witness)

(Witness)

Dukane Precast, Inc.
(Principal) (Seal)

(Title) Donald S. Dardis, P.E., MBA, President

Hudson Insurance Company
(Surety) (Seal)

(Title) Thomas O. Chambers, Attorney-in-Fact

Init.
/

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas O. Chambers, Todd Schaap

of the State of Wisconsin

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars ($25,000,000.00).**

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 15th day of November, 20 24 at New York, New York.

328

(Corporate seal)

HUDSON INSURANCE COMPANY

Attest.....
Dina Daskalakis No. 01MU6067553
Corporate Secretary

By.....
Andrew A. Dickson
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 15th day of November, 20 24 before me personally came Andrew A. Dickson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)

ANN M. MURPHY
NOTARY PUBLIC
STATE OF NEW YORK

.....
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 14th day of April, 2025.

(Corporate seal)

By.....
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE GROUP CORPORATE SEAL 1918 DELAWARE 271

STATE OF WISCONSIN)

COUNTY OF **Milwaukee**)

ON THIS **14th** day of **April**, **2025**,

before me, a notary public, within and for said County and State, personally appeared **Thomas O. Chambers** to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the **Hudson Insurance Company**, a corporation of **Delaware**, created, organized and existing under and by virtue of the laws of the State of **Delaware**; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said **Thomas O. Chambers** did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

Rosa Hernandez
Notary Public, **Milwaukee** County, Wisconsin
My Commission Expires **1/22/2027**

ROSA HERNANDEZ NOTARY PUBLIC STATE OF WISCONSIN

SECTION 00 41 00
BID FORM

BID FORM COVER SHEET

BIDDING FIRM NAME: MPC Enterprises, Inc.

THIS BIDDER REMINDER CHECKLIST IS TO BE COMPLETED AND INCLUDED IN BID SUBMISSION FOR REVIEW AT BID OPENING

	YES	NO
HAVE YOU PROPERLY AND COMPLETELY EXECUTED THE BID FORM?	X	
HAVE YOU COMPLETELY FILLED OUT ALL ALTERNATES AND UNIT PRICES?	X	
HAVE YOU INCLUDED THE REQUIRED SUPPLEMENT FORMS? NOTE: NON-COLLUSION AFFIDAVIT IS REQUIRED TO BE NOTARIZED.	X	
HAVE YOU INCLUDED AN ORIGINAL BID BOND (OR CERTIFIED CHECK)? NOTE: BOND MUST BE SIGNED BY SURETY AND PRINCIPAL.	X	
HAVE YOU INDICATED THE PROJECT NAME, BID CATEGORY NUMBER AND DESCRIPTION ON THE OUTSIDE OF YOUR BID ENVELOPE?	X	
HAVE YOU REVIEWED SECTION 01 12 00 MULTIPLE CONTRACT SUMMARY FOR SPECIFIC BID CATEGORY INCLUSIONS AND EXCLUSIONS	X	

330

NOTE: IF ANY OF THE REQUIRED BIDDING DOCUMENTS ARE NOT INCLUDED, DATED, OR PROPERLY EXECUTED, THE CONTRACTORS BID MAY BE DEEMED NON-RESPONSIVE.

THE PROJECT AND THE PARTIES

6.01 TO:

A. Board of Education, Rock Island-Milan School District #41 (Owner)
2000 7th Ave
Rock Island, IL61201

6.02 FOR:

A. Project: RIHS Aquatic Center Bid Release 1
1400 25th Ave
Rock Island, Illinois61201

6.03 DATE: 4/14/25 **(BIDDER TO ENTER DATE)**

6.04 SUBMITTED BY: (BIDDER TO ENTER BIDDER'S NAME AND ADDRESS)

A. Bidder's Full Name: MPC Enterprises, Inc.
1. Address: 2001 W. Washington St.
2. City, State, Zip: Mt. Pleasant, IA 52641
3. Point of Contact: Adam Moehle
4. POC Phone: 319-217-8147
5. POC Email: amoehle@mpcent.com

331

6.05 BID CATEGORY: (BIDDER TO ENTER BID CATEGORY NUMBER AND NAME - REFER TO 01 12 00 MULTIPLE CONTRACT SUMMARY)

A. NUMBER 03-B BID CATEGORY NAME Architectural Precast Concrete

6.06 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum, alternates, and unit prices.

Addendum # 1 Dated 4/9/25. Addendum # _____ Dated _____.
Addendum # _____ Dated _____. Addendum # _____ Dated _____.

6.07 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Legat Architects for the RIHS Aquatic Center Bid Release 1 project, we, the undersigned, hereby offer to enter into a Contract to perform the Work as described in the above-noted BID CATEGORY for the Sum of:

B. Six hundred five thousand dollars ($605,000), in lawful money of the United States of America.

C. We have included the required security deposit as required by the Instruction to Bidders.

D. We have included the cost of acquiring the required performance and payment bonds in the Bid Amount as required by the Instructions to Bidders.

1. The cost of the required performance and payment bonds are Four thousand six hundred twenty two dollars ($4,622), in lawful money of the United States of America.

E. All applicable federal, state, and local taxes, permits, and fees are included in the Bid Sum.

F. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances or noted in individual bid categories are included in the Bid Sum.

332

6.08 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for 45 days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:

1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.

C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

6.09 DECLARATIONS

A. Bidder attended the pre-bid conference: (YES) / NO

B. Bidder has visited the project site: (YES) / NO

C. Bidder has reviewed the Project Guideline Schedule

D. Payment and Performance Bond Cost Included in Bid: (YES) / NO

E. EMR (Experience Modification Rate) 0.72

6.10 CONTRACT TIME

A. If this Bid is accepted, we will meet the following schedule milestones

Shop Drawings submitted by June 18, 2025.

Precast delivery to jobsite by October 8th, 2025.

6.11 UNIT PRICES

A. Note: Unit Costs are to be included with Bidder's original proposal for the Work to be done. Unit Prices are valid for the duration of the project. Unit pricing (other than labor rates) to include all fees associated with the work including Labor, Material, Equipment, Overhead, and Profit. Unit prices will be used for either additional or deductive work.

UNIT PRICE LIST

ATTACH ADDITIONAL SHEETS IF NECESSARY

Bid Category	Item	Unit of Measure	Rate
All Categories	Labor (Trade)	Labor Hour	$/HR

MPC is FOB job site and will not have any on-site work, thus, this section is not applicable.

6.12 BID FORM SUPPLEMENTS

A. We agree to submit the following Supplements to Bid Forms within 24 hours after submission of this bid for additional bid information:

1. Document 00 43 36: Include the names of all Subcontractors and Suppliers and the portions of the Work they will perform.
2. Document 00 43 73 - Proposed Schedule of Values Form identifies the Bid Price/Sum segmented into portions as requested.
3. IRS Form W-9, Request for Taxpayer Identification Number

333

6.13 BID FORM SIGNATURE(S)

The Corporate Seal of

MPC Enterprises, Inc.

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

x Jeff Moehle, President

(Authorized signing officer, Title)

(Seal)

x Jeff Moehle, President

(Authorized signing officer, Title)

6.14 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

BIDDER SHALL COMPLETE SECTION 1, 2, AND 3 BELOW SHALL BE INCLUDED IN THE BID ENVELOPE.

SECTION 1 - EXPERIENCE QUESTIONNAIRE

A. List 3 similar projects recently completed

Contract Amount	Type of Work	When Completed	Name and Address of Owner
Please see attached.			

B. List projects currently in construction (Provide additional sheets if necessary)

Contract Amount	Type of Work	Anticipated Completion Date	Name and Address of Owner
Please see attached.			

334

C. Have you ever failed to complete any work awarded to you? YES / (NO)
   1. If yes, please attach an explanation including owner and project information and description of circumstances.

D. Provide three references from private firms for which you have performed work
   1. Alberici Constructors
   2. Merit Construction
   3. SG Construction

SECTION 2 - CONTRACTOR'S FINANCIAL STATEMENT

A. Bidder's financial statements may be requested by Owner or Construction Manager. The financial statements provided must be specific enough in detail so that Owner and Construction Manager can make the proper determination of the Bidder's capability for completing the Project if awarded. By initialing this section, Contractor acknowledges that this information may be requested and agrees to furnish it upon request. **CONTRACTOR INITIALS:** JM

SECTION 3 - NON-COLLUSION AFFIDAVIT

A. The Bid provided in this proposal has been arrived at independently and without consultation, communication, or agreement with any other contractor, responder, or potential responder to the request for bid.

B. The price(s) have not been disclosed to any other entity or agent who is a responder or potential responder to the request for bid and the price(s) will not be disclosed before the bid opening.

C. No attempt has been or will be made to induce any entity to refrain from responding to the request for bid or induce them to submit a bid that is higher or lower than the bid in this proposal, or to submit any intentionally high or non-competitive bid or another form of a non-responsive bid proposal.

D. This proposal and bid has been prepared in good faith and not pursuant to any agreement, discussion, or inducement from any entity to submit a complementary or other non-competitive bid proposal.

E. No person, persons, firm, or corporation has, had, or will receive directly or indirectly any rebate, fee, gift, commission, or thing of value on account of such a contract or agreement.

335

OATH AND AFFIRMATION

I hereby affirm under the penalty of perjury that the facts and information contained in the foregoing Bid for public works are true and correct to the best of my knowledge and belief.

IN TESTIMONY WHEREOF, The Bidder (a firm) has hereunto set their hand this 10th day of April, 20 25.

Firm Name: MPC Enterprises, Inc.

By: x Jeff Moehle

Title: President

ACKNOWLEDGMENT

STATE OF Iowa)

) SS:

COUNTY OF Henry)

Jeff Moehle being duly sworn, deposes and says that he is President (Title) of the above MPC Enterprises, Inc. (Name of Firm) And that the statements contained in the foregoing Bid, certification, and Affidavit are true and correct.

Subscribed and sworn before me this 10th day of April, 20 25.

Benjamin Larson
Notary Public

My Commission Expires: 4/26/2027

NOTARIAL SEAL IOWA
Benjamin Larson
Commission Number 855673
My Commission Expires
April 26, 2027

SEX OFFENDER ACKNOWLEDGMENT AND CERTIFICATION

MPC Enterprises, Inc. (Bidding Firm) is providing services to the Board of Education, Rock Island-Milan School District #41 as a vendor, supplier, contractor, or professional services provider or is operating or managing the operations of a vendor, supplier, contractor, or professional services provider. The services provided by the Company may involve the presence of the Company's employees upon the real property of the facilities of the Owner.

The Company acknowledges that Illinois law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of a school of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor, supplier, provider of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator, or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth in law and above.

336

This Acknowledgment and Certification is to be construed under the laws of the State of Illinois. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that they have read this entire document, that they understand its terms, and that they not only have the authority to sign the document on behalf of the Company but have signed it knowingly and voluntarily.

Dated: 4/14/25

Company: MPC Enterprises, Inc.

By: x Jeff Moehle

Printed Name of Signer: Jeff Moehle

Title of Signer: President

END OF SECTION 00 41 00

Midwest Precast Concrete

MPC Project Reference Sheet

Completed Projects

1. Washington Community School District
   a. Contract Value- $570,850.00
   b. Type of Work- New School Addition. 12" insulated precast wall panels.
   c. Completed in 2024.
   d. Owner- Washington Community Schools: 404 W. Main St., Washington, IA 52353
2. Washington YMCA
   a. Contract Value- $932,763
   b. Type of Work-New Aquatics Center. 12" insulated precast, 8" solid precast, 32" double tees.
   c. Completed in 2024.
   d. Owner- YMCA of Washington County: 520 5th St., Washington, IA 52353
3. Sherrard Grade School
   a. Contract Value- $624,400
   b. Type of Work- New Grade School Addition. 12" insulated precast and 10" insulated precast.
   c. Completed in 2024.
   d. Owner-Sherrard CUSD 200: 507 3rd. St., Sherrard, IL 61281
4. Waukee Aquatics Center
   a. Contract Value- $1,766,100
   b. Type of Work- New Aquatics Center- 12" insulated, 8/12" solid, columns, beams, risers, stairs and hollow core
   c. Completed in 2024.
   d. Owner- Waukee CSD: 1655 NW Douglas Pkwy., Waukee, IA 50263
5. Augustana HHPC
   a. Contract Value- $1,000,000
   b. Type of Work- New Performance Center. 12" insulated, 8" solid, hollow core, stairs.
   c. Completed in 2022.
   d. Owner- Augustana College: 639 38th St., Rock Island, IL 61201-2296

2001 West Washington Street • PO Box 768 • Mt. Pleasant, IA 52641
Phone 319.986.2226 • Fax 319.986.2240
www.mpcent.com

PCI Producer Member

Midwest Precast Concrete

MPC Project Reference Sheet

Projects in Progress

1. Prairie Summit YMCA
   a. Contract Value- $2,170,053
   b. Type of Work- New YMCA- 12" insulated, 8" solid, columns, beams hollow core.
   c. Anticipated to be completed in 2026.
   d. Owner- College CSD: 401 76th Ave. SW., Cedar Rapids, IA 52404.
2. Owen Marsh Elementary School
   a. Contract Value- $494,900
   b. Type of Work-New Elementary School- 12" insulated precast wall panels.
   c. Anticipated to be completed in 2026.
   d. Owner- Springfield Public School District 186: 530 W. Reynolds, Springfield, IL 62702
3. George M. Null Elementary School
   a. Contract Value- $628,900
   b. Type of Work- New Elementary School- 12" insulated precast wall panels.
   c. Anticipated to be completed in 2025.
   d. Owner- City of St. Charles School District: 400 N 6th St., St. Charles, MO 63301.
4. SCC Storm Shelter
   a. Contract Value- $615,900
   b. Type of Work- New Athletic Complex/Storm Shelter- 14" insulated, 8" solid, 33" double tees.
   c. Anticipated to be completed in 2025.
   d. Owner- Southeastern Community College: 1500 W. Agency Rd., West Burlington, IA 52655.
5. Ottumwa CSD Athletic Complex
   a. Contract Value- $1,013,500
   b. Type of Work- New Athletic Complex- 12" insulated precast wall panels.
   c. Anticipated to be completed in 2025.
   d. Owner- Ottumwa CSD: 115 N. Fery St., Ottumwa, IA 52501.

2001 West Washington Street • PO Box 768 • Mt. Pleasant, IA 52641
Phone 319.986.2226 • Fax 319.986.2240
www.mpcent.com

PCI Producer Member

Midwest Precast Concrete

IMPORTANT NOTICE

339

Project: Rock Island-Milan High School New Aquatic Center
Date: 4/14/25
Item of Business: Schedule & Contract

Due to MPC's extensive backlog of projects, MPC will secure the earliest available production slot upon award of this project. Any preliminary schedule given from MPC prior to award of this project will only be considered tentative. MPC also reserves the right to negotiate any and all contracts issued upon award and upon internal review will submit clarifications to said contracts to be mutually agreed upon by all parties.

Sincerely,

Adam M. Moehle
Project Development

Signature: _____

2001 West Washington Street • PO Box 768 • Mt. Pleasant, IA 52641
Phone 319.986.2226 • Fax 319.986.2240
www.mpcent.com

PCI Producer Member

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
MPC Enterprises, Inc.

2001 West Washington Street
Mount Pleasant, IA 52641

SURETY:
(Name, legal status and principal place of business)
Old Republic Surety Company
18500 W. Corporate Drive, Suite 170
Brookfield, WI 53045

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

340

OWNER:
(Name, legal status and address)
Board of Education, Rock Island- Milan School District #41
2101 6th Ave
Rock Island, IL 61201
BOND AMOUNT: * TEN PERCENT OF AMOUNT BID *****

PROJECT:
(Name, location or address, and Project number, if any)
RIHS Aquatic Center Bid Release 1, Project No. 224001.00

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **14th** day of **April** **2025**

MPC Enterprises, Inc.

(Witness)

(Principal) *(Seal)*

(Title)

(Witness)

Old Republic Surety Company

(Surety) *(Seal)*

(Title) **Thomas O. Chambers, Attorney-in-Fact**

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Init.

/

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

051110

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: THOMAS O. CHAMBERS, TODD SCHAAP, ERIC A. OLSON

of FRANKSVILLE, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

341

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30th day of August, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 30th day of August, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

WISCONSIN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 14th day of April, 2025.

Karen J. Haffner
Assistant Secretary

20-0014

ORSC 22262 (3-06)

SHOREWEST SURETY SERVICES, INC.

STATE OF WISCONSIN)

COUNTY OF **Racine**)

ON THIS **14th** day of **April**, **2025**, 342

before me, a notary public, within and for said County and State, personally appeared **Thomas O. Chambers** to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the **Old Republic Surety Company**, a corporation of **Wisconsin**, created, organized and existing under and by virtue of the laws of the State of **Wisconsin**; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said **Thomas O. Chambers** did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

Marlo Criplean
Notary Public, **Racine** County, Wisconsin
My Commission Expires **6/13/2028**



SECTION 00 41 00
BID FORM

BID FORM COVER SHEET

BIDDING FIRM NAME: Mid-States Concrete Industries

THIS BIDDER REMINDER CHECKLIST IS TO BE COMPLETED AND INCLUDED IN BID SUBMISSION FOR REVIEW AT BID OPENING

	YES	NO
HAVE YOU PROPERLY AND COMPLETELY EXECUTED THE BID FORM?	X	
HAVE YOU COMPLETELY FILLED OUT ALL ALTERNATES AND UNIT PRICES?	X	
HAVE YOU INCLUDED THE REQUIRED SUPPLEMENT FORMS? NOTE: NON-COLLUSION AFFIDAVIT IS REQUIRED TO BE NOTARIZED.	X	
HAVE YOU INCLUDED AN ORIGINAL BID BOND (OR CERTIFIED CHECK)? NOTE: BOND MUST BE SIGNED BY SURETY AND PRINCIPAL.	X	
HAVE YOU INDICATED THE PROJECT NAME, BID CATEGORY NUMBER AND DESCRIPTION ON THE OUTSIDE OF YOUR BID ENVELOPE?	X	
HAVE YOU REVIEWED SECTION 01 12 00 MULTIPLE CONTRACT SUMMARY FOR SPECIFIC BID CATEGORY INCLUSIONS AND EXCLUSIONS	X	

343

NOTE: IF ANY OF THE REQUIRED BIDDING DOCUMENTS ARE NOT INCLUDED, DATED, OR PROPERLY EXECUTED, THE CONTRACTORS BID MAY BE DEEMED NON-RESPONSIVE.

THE PROJECT AND THE PARTIES

6.01 TO:

A. Board of Education, Rock Island-Milan School District #41 (Owner)
2000 7th Ave
Rock Island, IL61201

6.02 FOR:

A. Project: RIHS Aquatic Center Bid Release 1
1400 25th Ave
Rock Island, Illinois61201

6.03 DATE: 4-11-25 **(BIDDER TO ENTER DATE)**

6.04 SUBMITTED BY: (BIDDER TO ENTER BIDDER'S NAME AND ADDRESS)

A. Bidder's Full Name: Mid-States Concrete Industries
1. Address: 500 South Park Avenue
2. City, State, Zip: South Beloit, IL 61080
3. Point of Contact: Troy Yaun
4. POC Phone: 815-985-0668
5. POC Email: t.yaun@msprecast.com

344

6.05 BID CATEGORY: (BIDDER TO ENTER BID CATEGORY NUMBER AND NAME - REFER TO 01 12 00 MULTIPLE CONTRACT SUMMARY)

A. NUMBER 03B BID CATEGORY NAME Architectural Precast Concrete

6.06 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum, alternates, and unit prices.

Addendum # 1 Dated 4-9-25. Addendum # _____ Dated _____.
Addendum # _____ Dated _____. Addendum # _____ Dated _____.

6.07 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Legat Architects for the RIHS Aquatic Center Bid Release 1 project, we, the undersigned, hereby offer to enter into a Contract to perform the Work as described in the above-noted BID CATEGORY for the Sum of:

B. Six hundred seventeen thousand one hundred nineteen dollars _____ dollars ($ 617,119.00), in lawful money of the United States of America.

C. We have included the required security deposit as required by the Instruction to Bidders.

D. We have included the cost of acquiring the required performance and payment bonds in the Bid Amount as required by the Instructions to Bidders.

1. The cost of the required performance and payment bonds are _____ dollars ($ 9,569), in lawful money of the United States of America.

E. All applicable federal, state, and local taxes, permits, and fees are included in the Bid Sum.

F. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances or noted in individual bid categories are included in the Bid Sum.

345

6.08 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for 45 days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:

1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.

C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

6.09 DECLARATIONS

A. Bidder attended the pre-bid conference: YES / (NO)

B. Bidder has visited the project site: YES / (NO)

C. Bidder has reviewed the Project Guideline Schedule

D. Payment and Performance Bond Cost Included in Bid (YES) / NO

E. EMR (Experience Modification Rate) 1.27

6.10 CONTRACT TIME

A. If this Bid is accepted, we will meet the following schedule milestones

Shop Drawings submitted by June 18, 2025.

Precast delivery to jobsite by ~~October 8th, 2025~~ (December 8th, 2025)

6.11 UNIT PRICES

A. Note: Unit Costs are to be included with Bidder's original proposal for the Work to be done. Unit Prices are valid for the duration of the project. Unit pricing (other than labor rates) to include all fees associated with the work including Labor, Material, Equipment, Overhead, and Profit. Unit prices will be used for either additional or deductive work.

UNIT PRICE LIST

ATTACH ADDITIONAL SHEETS IF NECESSARY

Bid Category	Item	Unit of Measure	Rate
All Categories	Labor (Trade)	Labor Hour	$/HR
	NA	NA	NA

6.12 BID FORM SUPPLEMENTS

A. We agree to submit the following Supplements to Bid Forms within 24 hours after submission of this bid for additional bid information:

1. Document 00 43 36: Include the names of all Subcontractors and Suppliers and the portions of the Work they will perform.
2. Document 00 43 73 - Proposed Schedule of Values Form identifies the Bid Price/Sum segmented into portions as requested.
3. IRS Form W-9, Request for Taxpayer Identification Number

346

6.13 BID FORM SIGNATURE(S)

The Corporate Seal of

MID-STATES CONCRETE INDUSTRIES

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

, VP of FINANCE

(Authorized signing officer, Title)

(Seal)

SVP

(Authorized signing officer, Title)

6.14 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

BIDDER SHALL COMPLETE SECTION 1, 2, AND 3 BELOW SHALL BE INCLUDED IN THE BID ENVELOPE.

SECTION 1 - EXPERIENCE QUESTIONNAIRE

A. List 3 similar projects recently completed

Contract Amount	Type of Work	When Completed	Name and Address of Owner
1,619,646	Walls and double tees	Fall 2024	DeKalb Elementary School
994,782	Wall Panels	Fall 2024	Marion High School, Marion, IA

B. List projects currently in construction (Provide additional sheets if necessary)

Contract Amount	Type of Work	Anticipated Completion Date	Name and Address of Owner
1,206,419	Walls and hollow core	Fall of 2026	Galena High School-Galena IL
471,839	Wall Panels	Spring 2025	St. Joan of Arc, Bettendorf, IA

347

C. Have you ever failed to complete any work awarded to you? YES / NO
   1. If yes, please attach an explanation including owner and project information and description of circumstances.

D. Provide three references from private firms for which you have performed work
   1. Connor Rice, Catalyst Construction, 414-727-6840
   2. Aaron Gundlach, Krupp General Contractors, 608-249-2020
   3. Clint Wallisch, Corporate Contractors, Inc., 608-362-2912

SECTION 2 - CONTRACTOR'S FINANCIAL STATEMENT

A. Bidder's financial statements may be requested by Owner or Construction Manager. The financial statements provided must be specific enough in detail so that Owner and Construction Manager can make the proper determination of the Bidder's capability for completing the Project if awarded. By initialing this section, Contractor acknowledges that this information may be requested and agrees to furnish it upon request. **CONTRACTOR INITIALS:** TY

SECTION 3 - NON-COLLUSION AFFIDAVIT

A. The Bid provided in this proposal has been arrived at independently and without consultation, communication, or agreement with any other contractor, responder, or potential responder to the request for bid.

B. The price(s) have not been disclosed to any other entity or agent who is a responder or potential responder to the request for bid and the price(s) will not be disclosed before the bid opening.

C. No attempt has been or will be made to induce any entity to refrain from responding to the request for bid or induce them to submit a bid that is higher or lower than the bid in this proposal, or to submit any intentionally high or non-competitive bid or another form of a non-responsive bid proposal.

D. This proposal and bid has been prepared in good faith and not pursuant to any agreement, discussion, or inducement from any entity to submit a complementary or other non-competitive bid proposal.

E. No person, persons, firm, or corporation has, had, or will receive directly or indirectly any rebate, fee, gift, commission, or thing of value on account of such a contract or agreement.

348

OATH AND AFFIRMATION

I hereby affirm under the penalty of perjury that the facts and information contained in the foregoing Bid for public works are true and correct to the best of my knowledge and belief.

IN TESTIMONY WHEREOF, The Bidder (a firm) has hereunto set their hand this 11th day of April, 20 25.

Firm Name: Mid-States Concrete

By: _____

Title: Troy Yaun, Regional Sales Rep

ACKNOWLEDGMENT

STATE OF Wisconsin)

) SS:

COUNTY OF Rock)

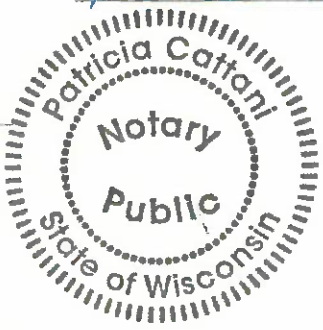
Troy Yaun being duly sworn, deposes and says that he is Regional Sales Rep (Title) of the above Mid-States Concrete (Name of Firm) And that the statements contained in the foregoing Bid, certification, and Affidavit are true and correct.

Subscribed and sworn before me this 11th day of April, 20 25.

Patricia Cattani

Notary Public

My Commission Expires: 3/25/2029



SEX OFFENDER ACKNOWLEDGMENT AND CERTIFICATION

Mid-States Concrete Industries (Bidding Firm) is providing services to the Board of Education, Rock Island-Milan School District #41 as a vendor, supplier, contractor, or professional services provider or is operating or managing the operations of a vendor, supplier, contractor, or professional services provider. The services provided by the Company may involve the presence of the Company's employees upon the real property of the facilities of the Owner.

The Company acknowledges that Illinois law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of a school of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor, supplier, provider of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator, or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth in law and above. 349

This Acknowledgment and Certification is to be construed under the laws of the State of Illinois. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that they have read this entire document, that they understand its terms, and that they not only have the authority to sign the document on behalf of the Company but have signed it knowingly and voluntarily.

Dated: 4-11-25

Company: Mid-States Concrete Industries

By: Troy Yaun

Printed Name of Signer: Troy Yaun

Title of Signer: Regional Sales Rep

END OF SECTION 00 41 00

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

CONTRACTOR:
(Name, legal status and address)
Mid-States Concrete Industries, LLC
525 S. Third Street, Suite C
Beloit, WI 53511

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)
Russell Construction Co., Inc.
4700 E 53rd Street, Davenport, IA 52807

BOND AMOUNT: Ten Percent (10%) of Principal's Bid

PROJECT: 350
(Name, location or address, and Project number, if any)
Rock Island High School Aquatic Center Bid Release #1
Division 03 41 00 Structural Precast Concrete

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of April, 2025

(Witness)

(Witness)

Mid-States Concrete Industries, LLC

(Principal) (Seal)

(Title) CORPORATE CONTROLLER

Travelers Casualty and Surety Company of America

(Surety) (Seal)

(Title) Chris Brehmer, Attorney-In-Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA SEAL

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **CHRIS BREHMER** of **BUTLER** , **Wisconsin** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024.**

SEAL SEAL SEAL

State of Connecticut

By: _____ 352
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

NOTARY PUBLIC

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2nd** day of **April** , **2025** .

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION 00 41 00
BID FORM

BID FORM COVER SHEET

BIDDING FIRM NAME: Advanced Precast Company

THIS BIDDER REMINDER CHECKLIST IS TO BE COMPLETED AND INCLUDED IN BID SUBMISSION FOR REVIEW AT BID OPENING

	YES	NO
HAVE YOU PROPERLY AND COMPLETELY EXECUTED THE BID FORM?	y	
HAVE YOU COMPLETELY FILLED OUT ALL ALTERNATES AND UNIT PRICES?	y	
HAVE YOU INCLUDED THE REQUIRED SUPPLEMENT FORMS? NOTE: NON-COLLUSION AFFIDAVIT IS REQUIRED TO BE NOTARIZED.	y	
HAVE YOU INCLUDED AN ORIGINAL BID BOND (OR CERTIFIED CHECK)? NOTE: BOND MUST BE SIGNED BY SURETY AND PRINCIPAL.	y	
HAVE YOU INDICATED THE PROJECT NAME, BID CATEGORY NUMBER AND DESCRIPTION ON THE OUTSIDE OF YOUR BID ENVELOPE?	y	
HAVE YOU REVIEWED SECTION 01 12 00 MULTIPLE CONTRACT SUMMARY FOR SPECIFIC BID CATEGORY INCLUSIONS AND EXCLUSIONS	y	

353

NOTE: IF ANY OF THE REQUIRED BIDDING DOCUMENTS ARE NOT INCLUDED, DATED, OR PROPERLY EXECUTED, THE CONTRACTORS BID MAY BE DEEMED NON-RESPONSIVE.

THE PROJECT AND THE PARTIES

6.01 TO:

A. Board of Education, Rock Island-Milan School District #41 (Owner)
2000 7th Ave
Rock Island, IL61201

6.02 FOR:

A. Project: RIHS Aquatic Center Bid Release 1
1400 25th Ave
Rock Island, Illinois61201

6.03 DATE: 04/14/2025 **(BIDDER TO ENTER DATE)**

6.04 SUBMITTED BY: (BIDDER TO ENTER BIDDER'S NAME AND ADDRESS)

A. Bidder's Full Name: Advanced Precast Company
1. Address: 2330 Commerce Ct
2. City, State, Zip: Dyersville, IA 52040
3. Point of Contact: Mike Schlichte
4. POC Phone: 563.875.2615
5. POC Email: mikes@deckerconcreteinc.com

354

6.05 BID CATEGORY: (BIDDER TO ENTER BID CATEGORY NUMBER AND NAME - REFER TO 01 12 00 MULTIPLE CONTRACT SUMMARY)

A. NUMBER 03B BID CATEGORY NAME Precast Architectural Concrete

6.06 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum, alternates, and unit prices.

Addendum # 1 Dated 4/9/2025. Addendum # _____ Dated _____.
Addendum # _____ Dated _____. Addendum # _____ Dated _____.

6.07 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Legat Architects for the RIHS Aquatic Center Bid Release 1 project, we, the undersigned, hereby offer to enter into a Contract to perform the Work as described in the above-noted BID CATEGORY for the Sum of:

B. Six hundred forty-two thousand, nine hundred seventy-nine dollars ($642,979), in lawful money of the United States of America.

C. We have included the required security deposit as required by the Instruction to Bidders.

D. We have included the cost of acquiring the required performance and payment bonds in the Bid Amount as required by the Instructions to Bidders.
   1. The cost of the required performance and payment bonds are _____ dollars ($9,680), in lawful money of the United States of America.

E. All applicable federal, state, and local taxes, permits, and fees are included in the Bid Sum.

F. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances or noted in individual bid categories are included in the Bid Sum.

355

6.08 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for 45 days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:
   1. Execute the Agreement within seven days of receipt of Notice of Award.
   2. Furnish the required bonds within seven days of receipt of Notice of Award.
   3. Commence work within seven days after written Notice to Proceed of this bid.

C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

6.09 DECLARATIONS

A. Bidder attended the pre-bid conference: YES / NO

B. Bidder has visited the project site: YES / NO

C. Bidder has reviewed the Project Guideline Schedule YES

D. Payment and Performance Bond Cost Included in Bid: YES / NO

E. EMR (Experience Modification Rate) .91

6.10 CONTRACT TIME

A. If this Bid is accepted, we will meet the following schedule milestones

Shop Drawings submitted by June 18, 2025.

Precast delivery to jobsite by October 8th, 2025.

6.11 UNIT PRICES

A. Note: Unit Costs are to be included with Bidder's original proposal for the Work to be done. Unit Prices are valid for the duration of the project. Unit pricing (other than labor rates) to include all fees associated with the work including Labor, Material, Equipment, Overhead, and Profit. Unit prices will be used for either additional or deductive work.

UNIT PRICE LIST

ATTACH ADDITIONAL SHEETS IF NECESSARY

Bid Category	Item	Unit of Measure	Rate
All Categories	Labor (Trade)	Labor Hour	$/HR
Precast Architectual Panels	Labor	Labor Hour	$125.00/Hr

6.12 BID FORM SUPPLEMENTS

A. We agree to submit the following Supplements to Bid Forms within 24 hours after submission of this bid for additional bid information:
   1. Document 00 43 36: Include the names of all Subcontractors and Suppliers and the portions of the Work they will perform.
   2. Document 00 43 73 - Proposed Schedule of Values Form identifies the Bid Price/Sum segmented into portions as requested.
   3. IRS Form W-9, Request for Taxpayer Identification Number

356

6.13 BID FORM SIGNATURE(S)

The Corporate Seal of

Advanced Precast Company

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

Mike Schuh Senior Estimator

(Authorized signing officer, Title)

(Seal)

(Authorized signing officer, Title)

6.14 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

BIDDER SHALL COMPLETE SECTION 1, 2, AND 3 BELOW SHALL BE INCLUDED IN THE BID ENVELOPE.

SECTION 1 - EXPERIENCE QUESTIONNAIRE

A. List 3 similar projects recently completed

Contract Amount	Type of Work	When Completed	Name and Address of Owner
$816,385	Cedar Falls Natatorium	2023	Cedar Falls High School
$1,400,000	South Tama	2023	South Tama CSD
$1,180,000	Jesup CSD	2024	Jesup, IA

B. List projects currently in construction (Provide additional sheets if necessary)

Contract Amount	Type of Work	Anticipated Completion Date	Name and Address of Owner
$1,650,000	Linn-Mar Performance	2025	Linn-Mar CSD
$500,000	North Tama CSD	2025	North Tama CSD
$590,000	Bellevue Elementary	2025	Bellevue, IA

357

C. Have you ever failed to complete any work awarded to you? YES / NO
   1. If yes, please attach an explanation including owner and project information and description of circumstances.

D. Provide three references from private firms for which you have performed work
   1. Larson Construction
   2. CJ Moyna & Sons
   3. A1 Storage

SECTION 2 - CONTRACTOR'S FINANCIAL STATEMENT

A. Bidder's financial statements may be requested by Owner or Construction Manager. The financial statements provided must be specific enough in detail so that Owner and Construction Manager can make the proper determination of the Bidder's capability for completing the Project if awarded. By initialing this section, Contractor acknowledges that this information may be requested and agrees to furnish it upon request. **CONTRACTOR INITIALS:** HB

SECTION 3 - NON-COLLUSION AFFIDAVIT

A. The Bid provided in this proposal has been arrived at independently and without consultation, communication, or agreement with any other contractor, responder, or potential responder to the request for bid.

B. The price(s) have not been disclosed to any other entity or agent who is a responder or potential responder to the request for bid and the price(s) will not be disclosed before the bid opening.

C. No attempt has been or will be made to induce any entity to refrain from responding to the request for bid or induce them to submit a bid that is higher or lower than the bid in this proposal, or to submit any intentionally high or non-competitive bid or another form of a non-responsive bid proposal.

D. This proposal and bid has been prepared in good faith and not pursuant to any agreement, discussion, or inducement from any entity to submit a complementary or other non-competitive bid proposal.

E. No person, persons, firm, or corporation has, had, or will receive directly or indirectly any rebate, fee, gift, commission, or thing of value on account of such a contract or agreement.

OATH AND AFFIRMATION

I hereby affirm under the penalty of perjury that the facts and information contained in the foregoing Bid for public works are true and correct to the best of my knowledge and belief.

IN TESTIMONY WHEREOF, The Bidder (a firm) has hereunto set their hand this 14th day of April, 20 25.

Firm Name: Advanced Precast Company

By: Mike Schlichte

Title: Senior Estimator

ACKNOWLEDGMENT

STATE OF Iowa)

) SS:

COUNTY OF Delaware)

Mike Schlichte being duly sworn, deposes and says that he is Senior Estimator (Title) of the above Advanced Precast Company (Name of Firm) And that the statements contained in the foregoing Bid, certification, and Affidavit are true and correct.

Subscribed and sworn before me this 14th day of April, 20 25.

Notary Public

My Commission Expires: 9/18/26

HEATHER STEPHEN
Commission Number 806498
My Commission Expires
September 18, 2026

SEX OFFENDER ACKNOWLEDGMENT AND CERTIFICATION

Advanced Precast Company (Bidding Firm) is providing services to the Board of Education, Rock Island-Milan School District #41 as a vendor, supplier, contractor, or professional services provider or is operating or managing the operations of a vendor, supplier, contractor, or professional services provider. The services provided by the Company may involve the presence of the Company's employees upon the real property of the facilities of the Owner.

The Company acknowledges that Illinois law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of a school of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor, supplier, provider of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator, or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth in law and above.

359

This Acknowledgment and Certification is to be construed under the laws of the State of Illinois. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that they have read this entire document, that they understand its terms, and that they not only have the authority to sign the document on behalf of the Company but have signed it knowingly and voluntarily.

Dated: 4/14/2025

Company: Advanced Precast Company

By: Mike Schlichte

Printed Name of Signer: Mike Schlichte

Title of Signer: Senior Estimator

END OF SECTION 00 41 00

SECTION 00 45 00
ILLINOIS DRUG-FREE WORKPLACE ACT

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

1.01 CERTIFICATION

A. Project: RIHS Aquatic Center Bid Release 1

B. Advanced Precast Company (Firm Name of Bidder),

Contractor, having 25 employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat. ch. 127 par. 132.313) that [he, she, it] shall provide a drug free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug Free Workplace Act 30 ILCS 580.1 et seq. and further certify 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.

C. Refer to Section 00 72 00 - General Conditions for additional Information

1.02 CONTRACTOR

360

A. Mike Schlichte

Name of Bidder (Printed Name of Authorized Agent of Contractor)

B. Mike Schl

Signature of Bidder (Signed Name of Authorized Agent of Contractor)

C. 14 April 2025

Date

END OF SECTION 00 45 00

SECTION 00 45 10
ILLINOIS HUMAN RIGHTS ACT

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

1.01 CERTIFICATION

A. Project: RIHS Aquatic Center Bid Release 1

B. Advanced Precast Company (Firm name of Bidder),

Contractor, shall comply with the terms and procedures of the Illinois Human Rights Act, 775 ILCS 10/0.01 et seq and does hereby certify pursuant to P.A. 87-1257, the Illinois Human Rights Act, that(he, she, it) has adopted a written sexual harassment policy which minimally includes the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) an employer's internal complaint process, including penalty; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

C. Refer to Section 00 72 00 - General Conditions for additional information.

1.02 CONTRACTOR

A. Mike Schlichte

Name of Bidder (Printed Name of Authorized Agent of Contractor)

B. Mike Schl

Signature of Bidder (Signed Name of Authorized Agent of Contractor)

C. 14 April 2025

Date

END OF SECTION 00 45 10

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Advanced Precast Company

2330 Commerce Ct. SW
Dyersville, IA 52040

SURETY:
(Name, legal status and principal place of business)
Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

OWNER:
(Name, legal status and address)
Russell Construction Co., Inc.
4700 E. 53rd Street
Davenport, IA 52807

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

362

BOND AMOUNT: Ten Percent of the Total Amount Bid (10%)

PROJECT:
(Name, location or address, and Project number, if any)
RIHS Aquatic Center Bid Release 1, Rock Island, IL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **9th** day of **April, 2025**

	Advanced Precast Company
	(Principal) *(Seal)*
(Witness)	
	(Title)
	Merchants National Bonding, Inc.
	(Surety) *(Seal)*
(Witness) **Sara Huston**	
	(Title) **Jamie Gifford, Attorney-in-Fact**

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.
061110

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alissa Cahalan; Anne Crowner; Ashlea McCaughey; Austin Muehlschlegel; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Dickinson; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jennifer Marino; Jessie Allen; Joe Tiernan; John Cord; Joseph Cardinal; Joshua R Loftis; Kate Zanders; Keeton Welch; Kristine M Becks; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Rachel Thomas; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth D Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

363

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of November , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 1st day of November 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of April , 2025 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

SECTION 00 41 00
BID FORM

BID FORM COVER SHEET

BIDDING FIRM NAME: Lombard Architectural Precast Products Company

THIS BIDDER REMINDER CHECKLIST IS TO BE COMPLETED AND INCLUDED IN BID SUBMISSION FOR REVIEW AT BID OPENING

	YES	NO
HAVE YOU PROPERLY AND COMPLETELY EXECUTED THE BID FORM?	X	
HAVE YOU COMPLETELY FILLED OUT ALL ALTERNATES AND UNIT PRICES?	X	
HAVE YOU INCLUDED THE REQUIRED SUPPLEMENT FORMS? NOTE: NON-COLLUSION AFFIDAVIT IS REQUIRED TO BE NOTARIZED.	X	
HAVE YOU INCLUDED AN ORIGINAL BID BOND (OR CERTIFIED CHECK)? NOTE: BOND MUST BE SIGNED BY SURETY AND PRINCIPAL.	X	
HAVE YOU INDICATED THE PROJECT NAME, BID CATEGORY NUMBER AND DESCRIPTION ON THE OUTSIDE OF YOUR BID ENVELOPE?	X	
HAVE YOU REVIEWED SECTION 01 12 00 MULTIPLE CONTRACT SUMMARY FOR SPECIFIC BID CATEGORY INCLUSIONS AND EXCLUSIONS	X	

NOTE: IF ANY OF THE REQUIRED BIDDING DOCUMENTS ARE NOT INCLUDED, DATED, OR PROPERLY EXECUTED, THE CONTRACTORS BID MAY BE DEEMED NON-RESPONSIVE.

364

THE PROJECT AND THE PARTIES

6.01 TO:

A. Board of Education, Rock Island-Milan School District #41 (Owner)
2000 7th Ave
Rock Island, IL61201

6.02 FOR:

A. Project: RIHS Aquatic Center Bid Release 1
1400 25th Ave
Rock Island, Illinois61201

6.03 DATE: April 14, 2025 **(BIDDER TO ENTER DATE)**

6.04 SUBMITTED BY: (BIDDER TO ENTER BIDDER'S NAME AND ADDRESS)

A. Bidder's Full Name: Lombard Architectural Precast Products Company
1. Address: 4245 W. 123rd St.
2. City, State, Zip: Alsip, IL 60803
3. Point of Contact: Adam Lombard
4. POC Phone: (708) 297-2138
5. POC Email: alombard@lappco.com

365

6.05 BID CATEGORY: (BIDDER TO ENTER BID CATEGORY NUMBER AND NAME - REFER TO 01 12 00 MULTIPLE CONTRACT SUMMARY)

A. NUMBER 03B BID CATEGORY NAME Architectural Precast Concrete

6.06 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum, alternates, and unit prices.

Addendum # 1 Dated 4/9/25. Addendum # _____ Dated _____.
Addendum # _____ Dated _____. Addendum # _____ Dated _____.

6.07 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Legat Architects for the RIHS Aquatic Center Bid Release 1 project, we, the undersigned, hereby offer to enter into a Contract to perform the Work as described in the above-noted BID CATEGORY for the Sum of:

B. Seven Hundred Thirty-Seven Thousand dollars ($ 737,000.00), in lawful money of the United States of America.

C. We have included the required security deposit as required by the Instruction to Bidders.

D. We have included the cost of acquiring the required performance and payment bonds in the Bid Amount as required by the Instructions to Bidders.

1. The cost of the required performance and payment bonds are Five Thousand Four Hundred Fifty-Four dollars ($ 5,454.00), in lawful money of the United States of America.

E. All applicable federal, state, and local taxes, permits, and fees are included in the Bid Sum.

F. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances or noted in individual bid categories are included in the Bid Sum.

366

6.08 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for 45 days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.

C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

6.09 DECLARATIONS

A. Bidder attended the pre-bid conference: YES / NO

B. Bidder has visited the project site: YES / NO

C. Bidder has reviewed the Project Guideline Schedule Yes

D. Payment and Performance Bond Cost Included in Bid: YES / NO

E. EMR (Experience Modification Rate) 1.28

6.10 CONTRACT TIME

A. If this Bid is accepted, we will meet the following schedule milestones

Shop Drawings submitted by June 18, 2025.

Precast delivery to jobsite by October 8th, 2025.

6.11 UNIT PRICES

A. Note: Unit Costs are to be included with Bidder's original proposal for the Work to be done. Unit Prices are valid for the duration of the project. Unit pricing (other than labor rates) to include all fees associated with the work including Labor, Material, Equipment, Overhead, and Profit. Unit prices will be used for either additional or deductive work.

UNIT PRICE LIST

ATTACH ADDITIONAL SHEETS IF NECESSARY

Bid Category	Item	Unit of Measure	Rate
All Categories	Labor (Trade)	Labor Hour	$/HR
Not Applicable			

6.12 BID FORM SUPPLEMENTS

A. We agree to submit the following Supplements to Bid Forms within 24 hours after submission of this bid for additional bid information:
   1. Document 00 43 36: Include the names of all Subcontractors and Suppliers and the portions of the Work they will perform.
   2. Document 00 43 73 - Proposed Schedule of Values Form identifies the Bid Price/Sum segmented into portions as requested.
   3. IRS Form W-9, Request for Taxpayer Identification Number

367

6.13 BID FORM SIGNATURE(S)

The Corporate Seal of

Lombard Architectural Precast Products Company

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

(Authorized signing officer, Title) Michael G. Lombard, President

(Seal)

(Authorized signing officer, Title) Daniel J. Lombard, Secretary

6.14 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

BIDDER SHALL COMPLETE SECTION 1, 2, AND 3 BELOW SHALL BE INCLUDED IN THE BID ENVELOPE.

SECTION 1 - EXPERIENCE QUESTIONNAIRE

A. List 3 similar projects recently completed

Contract Amount	Type of Work	When Completed	Name and Address of Owner
$788,800	Middle school	2024	Calumet SD 132, 1440 Vermont Ave., Calumet Park, IL 60827
$782,000	Lions Rec Center	2024	Village of Villa Park, 20 S. Ardmore Ave., Villa Park, IL 60181
$627,800	Training Center	2023	Ironworkers Local 63, 2205 Enterprise Dr., Westchester, IL 60154

B. List projects currently in construction (Provide additional sheets if necessary)

Contract Amount	Type of Work	Anticipated Completion Date	Name and Address of Owner
$1,475,000	Fieldhouse	2025	SD 218, 10701 S. Kilpatrick Ave., Oak Lawn, IL 60453
$225,000	Bldg Expansion	2025	FedEx, 5959 W. Howard St., Niles, IL 60714
$7,623,671	Data Center	2025	Prime Data, 1701 Midway Ct., Elk Grove Village, IL 60007

368

C. Have you ever failed to complete any work awarded to you? YES [/ NO]
   1. If yes, please attach an explanation including owner and project information and description of circumstances.

D. Provide three references from private firms for which you have performed work
   1. FedEx Eric Konieczski Lankford Construction 847/497-0800
   2. CyrusOne William McGowan Clune Construction 312/609-4773
   3. Mars Wrigley Chase Juston Power Construction 847/214-6010

SECTION 2 - CONTRACTOR'S FINANCIAL STATEMENT

A. Bidder's financial statements may be requested by Owner or Construction Manager. The financial statements provided must be specific enough in detail so that Owner and Construction Manager can make the proper determination of the Bidder's capability for completing the Project if awarded. By initialing this section, Contractor acknowledges that this information may be requested and agrees to furnish it upon request. **CONTRACTOR INITIALS:** _____

SECTION 3 - NON-COLLUSION AFFIDAVIT

A. The Bid provided in this proposal has been arrived at independently and without consultation, communication, or agreement with any other contractor, responder, or potential responder to the request for bid.

B. The price(s) have not been disclosed to any other entity or agent who is a responder or potential responder to the request for bid and the price(s) will not be disclosed before the bid opening.

C. No attempt has been or will be made to induce any entity to refrain from responding to the request for bid or induce them to submit a bid that is higher or lower than the bid in this proposal, or to submit any intentionally high or non-competitive bid or another form of a non-responsive bid proposal.

D. This proposal and bid has been prepared in good faith and not pursuant to any agreement, discussion, or inducement from any entity to submit a complementary or other non-competitive bid proposal.

E. No person, persons, firm, or corporation has, had, or will receive directly or indirectly any rebate, fee, gift, commission, or thing of value on account of such a contract or agreement.

OATH AND AFFIRMATION

I hereby affirm under the penalty of perjury that the facts and information contained in the foregoing Bid for public works are true and correct to the best of my knowledge and belief.

IN TESTIMONY WHEREOF, The Bidder (a firm) has hereunto set their hand this 14th day of April, 2025.

Firm Name: Lombard Architectural Precast Products Company

By: _____

Title: Michael G. Lombard, President

ACKNOWLEDGMENT

STATE OF Illinois)

) SS:

COUNTY OF Cook)

Michael G. Lombard being duly sworn, deposes and says that he is President (Title) of the above Lombard Architectural Precast Products Co. (Name of Firm) And that the statements contained in the foregoing Bid, certification, and Affidavit are true and correct.

Subscribed and sworn before me this 14th day of April, 2025.

_____

Notary Public

My Commission Expires: _____

"OFFICIAL SEAL"
DENISE DOBLESKI
Notary Public, State of Illinois
My Commission Expires 09/28/2026

SEX OFFENDER ACKNOWLEDGMENT AND CERTIFICATION

Lombard Architectural Precast Products Co. (Bidding Firm) is providing services to the Board of Education, Rock Island-Milan School District #41 as a vendor, supplier, contractor, or professional services provider or is operating or managing the operations of a vendor, supplier, contractor, or professional services provider. The services provided by the Company may involve the presence of the Company's employees upon the real property of the facilities of the Owner.

The Company acknowledges that Illinois law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of a school of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor, supplier, provider of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator, or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth in law and above.

370

This Acknowledgment and Certification is to be construed under the laws of the State of Illinois. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that they have read this entire document, that they understand its terms, and that they not only have the authority to sign the document on behalf of the Company but have signed it knowingly and voluntarily.

Dated: April 14, 2025

Company: Lombard Architectural Precast Products Company

By: _____

Printed Name of Signer: Michael G. Lombard

Title of Signer: President

END OF SECTION 00 41 00

SECTION 00 43 25
SUBSTITUTION REQUEST FORM - DURING PROCUREMENT

TO: LEGAT ARCHITECTS

PROJECT: RIHS AQUATIC CENTER BID RELEASE 1

WE HEREBY SUBMIT FOR YOUR CONSIDERATION THE FOLLOWING PRODUCT INSTEAD OF THE SPECIFIED ITEM FOR THE ABOVE PROJECT:

SECTION - PARAGRAPH - SPECIFIED ITEM
N/A

PROPOSED SUBSTITUTION: _____

ATTACH COMPLETE TECHNICAL DATA INCLUDING LABORATORY TESTS IF APPLICABLE. INCLUDE COMPLETE INFORMATION CHANGES TO DRAWINGS AND/OR SPECIFICATIONS WHICH PROPOSED SUBSTITUTION REQUIRES FOR PROPER INSTALLATION.

FILL IN BLANKS BELOW, USE ADDITIONAL SHEETS IF NECESSARY:

A. DOES THE SUBSTITUTION AFFECT DIMENSIONS SHOWN ON DRAWINGS?

_____

B. WILL THE UNDERSIGNED PAY FOR CHANGES TO BUILDING DESIGN, INCLUDING ENGINEERING AND DETAILING COSTS CAUSED BY SUBSTITUTION, IF ANY?

_____

C. WHAT EFFECT DOES SUBSTITUTION HAVE ON OTHER TRADES?

_____

D. IDENTIFY ANY DIFFERENCES BETWEEN PROPOSED SUBSTITUTION AND SPECIFIED ITEM.

_____

E. IDENTIFY ANY DIFFERENCES BETWEEN MANUFACTURER'S GUARANTEES ON SUBSTITUTION AND SPECIFIED ITEM.

_____

PROVIDE ADDITIONAL PAGES FOR EXPLANATION IF SPACE PROVIDED IS INSUFFICIENT.

THE UNDERSIGNED STATES THAT FUNCTION, APPEARANCE, AND QUALITY ARE EQUIVALENT OR SUPERIOR TO THE SPECIFIED ITEM.

SUBMITTED BY:
Michael G. Lombard

SIGNATURE:

FIRM: Lombard Architectural Precast Products Co.

ADDRESS: 4245 W. 123rd St.
Alsip, IL 60803

TELEPHONE: 708/389-1060

FOR USE BY DESIGN CONSULTANT

ACCEPTED **ACCEPTED AS NOTED**
NOT ACCEPTED **RECEIVED TOO LATE**

BY: _____

DATE: _____

REMARKS: _____

END OF SECTION 00 43 25

SECTION 00 45 00
ILLINOIS DRUG-FREE WORKPLACE ACT

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

1.01 CERTIFICATION

A. Project: RIHS Aquatic Center Bid Release 1

B. Lombard Architectural Precast Products Company (Firm Name of Bidder),

Contractor, having 25 employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat. ch. 127 par. 132.313) that [he, she, it] shall provide a drug free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug Free Workplace Act 30 ILCS 580.1 et seq. and further certify 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.

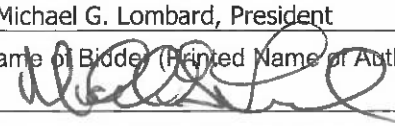
C. Refer to Section 00 72 00 - General Conditions for additional Information

372

1.02 CONTRACTOR

A. Michael G. Lombard, President

Name of Bidder (Printed Name of Authorized Agent of Contractor)

B. 

Signature of Bidder (Signed Name of Authorized Agent of Contractor)

C. April 14, 2025

Date

END OF SECTION 00 45 00

SECTION 00 45 10
ILLINOIS HUMAN RIGHTS ACT

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

1.01 CERTIFICATION

A. Project: RIHS Aquatic Center Bid Release 1

B. Lombard Architectural Precast Products Company (Firm name of Bidder),

Contractor, shall comply with the terms and procedures of the Illinois Human Rights Act, 775 ILCS 10/0.01 et seq and does hereby certify pursuant to P.A. 87-1257, the Illinois Human Rights Act, that(he, she, it) has adopted a written sexual harassment policy which minimally includes the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) an employer's internal complaint process, including penalty; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

C. Refer to Section 00 72 00 - General Conditions for additional information.

1.02 CONTRACTOR

A. Michael G. Lombard, President

Name of Bidder (Printed Name of Authorized Agent of Contractor)

B. 

Signature of Bidder (Signed Name of Authorized Agent of Contractor)

C. April 14, 2025

Date

END OF SECTION 00 45 10

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

BID BOND

Hartford, Connecticut 06183

CONTRACTOR:
(Name, legal status and address)
Lombard Architectural Precast Products Co.
4245 West 123rd Street
Alsip, Illinois 60803

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address):
Russell Construction Company
4700 E. 53rd Street
Davenport, IA 52807

BOND AMOUNT: Ten Percent of Bid Price **(10%)**

PROJECT:
(Name, location or address, and Principal number, if any)
Rock Island High School Aquatic Center Bid Release #1.

374

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **14th** day of **April, 2025.**

(Witness)

(Witness)

Lombard Architectural Precast Products Co.
(Principal) *(Seal)*

Michael G. Lombard, President *(Title)*

Travelers Casualty and Surety Company of America
(Surety) (Seal)

(Title) **David C. Banks Attorney-In-Fact**

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition

TRAVELERS

STATE OF ILLINOIS
COUNTY OF KENDALL

I, Gina Marie Damato a Notary Public in and for said

County, do hereby certify that **David C. Banks** Attorney -in-

Fact, of the:

THE TRAVELERS INDEMNITY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

375

Who is personally known to me to be the same person, whose name is subscribed to the foregoing, instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of:

THE TRAVELERS INDEMNITY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of **Yorkville** in said

County, this **14th** day of **April** A.D. **2025**

Notary Public

OFFICIAL SEAL
GINA MARIE DAMATO
Notary Public, State of Illinois
Commission No. 990704
My Commission Expires
May 13, 2028

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **David C Banks** of **WHEATON**, **Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **14th** day of **April**, **2025**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION 00 41 00
BID FORM

BID FORM COVER SHEET

BIDDING FIRM NAME: Mid America Precast

THIS BIDDER REMINDER CHECKLIST IS TO BE COMPLETED AND INCLUDED IN BID SUBMISSION FOR REVIEW AT BID OPENING

	YES	NO
HAVE YOU PROPERLY AND COMPLETELY EXECUTED THE BID FORM?	✓	
HAVE YOU COMPLETELY FILLED OUT ALL ALTERNATES AND UNIT PRICES?	✓	
HAVE YOU INCLUDED THE REQUIRED SUPPLEMENT FORMS? NOTE: NON-COLLUSION AFFIDAVIT IS REQUIRED TO BE NOTARIZED.	✓	
HAVE YOU INCLUDED AN ORIGINAL BID BOND (OR CERTIFIED CHECK)? NOTE: BOND MUST BE SIGNED BY SURETY AND PRINCIPAL.	✓	
HAVE YOU INDICATED THE PROJECT NAME, BID CATEGORY NUMBER AND DESCRIPTION ON THE OUTSIDE OF YOUR BID ENVELOPE?	✓	
HAVE YOU REVIEWED SECTION 01 12 00 MULTIPLE CONTRACT SUMMARY FOR SPECIFIC BID CATEGORY INCLUSIONS AND EXCLUSIONS	✓	

377

NOTE: IF ANY OF THE REQUIRED BIDDING DOCUMENTS ARE NOT INCLUDED, DATED, OR PROPERLY EXECUTED, THE CONTRACTORS BID MAY BE DEEMED NON-RESPONSIVE.

THE PROJECT AND THE PARTIES

6.01 TO:

A. Board of Education, Rock Island-Milan School District #41 (Owner)
2000 7th Ave
Rock Island, IL61201

6.02 FOR:

A. Project: RIHS Aquatic Center Bid Release 1
1400 25th Ave
Rock Island, Illinois61201

6.03 DATE: 04/14/2025 (BIDDER TO ENTER DATE)

6.04 SUBMITTED BY: (BIDDER TO ENTER BIDDER'S NAME AND ADDRESS)

A. Bidder's Full Name: MidAmerica Precast
1. Address: 2700 Westminster Ave.
2. City, State, Zip: Fulton, mo. 65251
3. Point of Contact: Dean Crocker
4. POC Phone: 573-642-6400
5. POC Email: dean@midamericaprecast.com

6.05 BID CATEGORY: (BIDDER TO ENTER BID CATEGORY NUMBER AND NAME - REFER TO 01 12 00 MULTIPLE CONTRACT SUMMARY)

A. NUMBER 03B BID CATEGORY NAME Precast Architectural Concrete

6.06 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum, alternates, and unit prices.

Addendum # 1 Dated April 9, 2025. Addendum # _____ Dated _____.
Addendum # _____ Dated _____. Addendum # _____ Dated _____.

6.07 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Legat Architects for the RIHS Aquatic Center Bid Release 1 project, we, the undersigned, hereby offer to enter into a Contract to perform the Work as described in the above-noted BID CATEGORY for the Sum of:

B. Eight hundred seventy eight thousand, two hundred ninety four dollars ($878,294), in lawful money of the United States of America.

C. We have included the required security deposit as required by the Instruction to Bidders.

D. We have included the cost of acquiring the required performance and payment bonds in the Bid Amount as required by the Instructions to Bidders.

1. The cost of the required performance and payment bonds are Twelve thousand one hundred sixty two dollars ($12,162.00), in lawful money of the United States of America.

E. All applicable federal, state, and local taxes, permits, and fees are included in the Bid Sum.

F. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances or noted in individual bid categories are included in the Bid Sum.

379

6.08 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for 45 days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:

1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.

C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

6.09 DECLARATIONS

A. Bidder attended the pre-bid conference: YES / (NO)

B. Bidder has visited the project site: YES / (NO)

C. Bidder has reviewed the Project Guideline Schedule NONE PROVIDED

D. Payment and Performance Bond Cost Included in Bid: (YES) NO

E. EMR (Experience Modification Rate) .84

6.10 CONTRACT TIME

A. If this Bid is accepted, we will meet the following schedule milestones

Shop Drawings submitted by June 18, 2025.

Precast delivery to jobsite by October 8th, 2025.

6.11 UNIT PRICES

A. Note: Unit Costs are to be included with Bidder's original proposal for the Work to be done. Unit Prices are valid for the duration of the project. Unit pricing (other than labor rates) to include all fees associated with the work including Labor, Material, Equipment, Overhead, and Profit. Unit prices will be used for either additional or deductive work.

UNIT PRICE LIST

ATTACH ADDITIONAL SHEETS IF NECESSARY

Bid Category	Item	Unit of Measure	Rate
All Categories	Labor (Trade)	Labor Hour	$/HR
Precast Erection	Precast Erection		straight: 168 Double time: 242 T 1/2 : 208

6.12 BID FORM SUPPLEMENTS

A. We agree to submit the following Supplements to Bid Forms within 24 hours after submission of this bid for additional bid information:

1. Document 00 43 36: Include the names of all Subcontractors and Suppliers and the portions of the Work they will perform.
2. Document 00 43 73 - Proposed Schedule of Values Form identifies the Bid Price/Sum segmented into portions as requested.
3. IRS Form W-9, Request for Taxpayer Identification Number

380

6.13 BID FORM SIGNATURE(S)

The Corporate Seal of

Mid America Precast

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

Dean Crocker - Estimator

(Authorized signing officer, Title)

(Seal)

(Authorized signing officer, Title)

6.14 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

BIDDER SHALL COMPLETE SECTION 1, 2, AND 3 BELOW SHALL BE INCLUDED IN THE BID ENVELOPE.

SECTION 1 - EXPERIENCE QUESTIONNAIRE

A. List 3 similar projects recently completed

Contract Amount	Type of Work	When Completed	Name and Address of Owner
2,262,000	Supply/Erection	2024	Pana Elementary – Pana, IL
1,300,898	" "	2024	Emerson Park (Metro Link) - East St. L
1,249,322	" "	" "	Phelps Co. Jail Addition - Rolla, MO

B. List projects currently in construction (Provide additional sheets if necessary)

Contract Amount	Type of Work	Anticipated Completion Date	Name and Address of Owner

Please see attached

381

C. Have you ever failed to complete any work awarded to you? YES / (NO)
   1. If yes, please attach an explanation including owner and project information and description of circumstances.

D. Provide three references from private firms for which you have performed work
   1. J.E Dunn
   2. S.M. Wilson
   3. Poettker Construction

SECTION 2 - CONTRACTOR'S FINANCIAL STATEMENT

A. Bidder's financial statements may be requested by Owner or Construction Manager. The financial statements provided must be specific enough in detail so that Owner and Construction Manager can make the proper determination of the Bidder's capability for completing the Project if awarded. By initialing this section, Contractor acknowledges that this information may be requested and agrees to furnish it upon request. **CONTRACTOR INITIALS:** D.C.

2024 Jobs

Job Name:	Price		Job Site Location:
Marshall Intermediate School	$	1,919,110.00	Marshall, MO
Southwest Elementary	$	778,830.00	Columbia, MO
Northwest High School	$	862,657.00	Cedar Hill, MO.
Hardin Middle School	$	436,000.00	St. Charles, MO.
Paul Kinder and Brittany Hill Middle School	$	2,107,241.00	Blue Springs, MO.
Polk County Central Dispatch	$	1,213,815.00	Bolivar, Mo
Meadow Heights FEMA	$	1,017,036.00	Patton, MO
Northwood R-IV School District	$	456,162.00	Salem, MO.
Jefferson City Airport Tower	$	816,640.00	Jefferson City, MO.
Lone Jack High School	$	636,904.00	Lone Jack, MO.
Harmony Multi Purpose Addition	$	1,219,925.00	Overland Park, KS
Valley Middle School	$	306,885.00	House Springs, MO.
Kaskaskia College	$	858,511.00	Centralia, IL
Orchard Farms	$	1,313,750.00	St. Charles, MO.
SCCMO Firing Range	$	286,367.00	Defiance, MO.
Cahokia High School	$	3,445,845.00	Cahokia, IL.
South Callaway FEMA	$	700,000.00	Mokane, MO.
King Empowerment Campus		1,165,055	Kansas City, MO
Douglas County Judicial Law Enforcement Center Addition (F.O.B.) (CLA		829,126	Lawrence, KS.

SECTION 3 - NON-COLLUSION AFFIDAVIT

A. The Bid provided in this proposal has been arrived at independently and without consultation, communication, or agreement with any other contractor, responder, or potential responder to the request for bid.

B. The price(s) have not been disclosed to any other entity or agent who is a responder or potential responder to the request for bid and the price(s) will not be disclosed before the bid opening.

C. No attempt has been or will be made to induce any entity to refrain from responding to the request for bid or induce them to submit a bid that is higher or lower than the bid in this proposal, or to submit any intentionally high or non-competitive bid or another form of a non-responsive bid proposal.

D. This proposal and bid has been prepared in good faith and not pursuant to any agreement, discussion, or inducement from any entity to submit a complementary or other non-competitive bid proposal.

E. No person, persons, firm, or corporation has, had, or will receive directly or indirectly any rebate, fee, gift, commission, or thing of value on account of such a contract or agreement.

OATH AND AFFIRMATION

I hereby affirm under the penalty of perjury that the facts and information contained in the foregoing Bid for public works are true and correct to the best of my knowledge and belief.

IN TESTIMONY WHEREOF, The Bidder (a firm) has hereunto set their hand this 14th day of April, 2025.

Firm Name: Mid America Precast

By: Dean Crocker

Title: Estimator

ACKNOWLEDGMENT

STATE OF MO)

) SS:

COUNTY OF Callaway)

Dean Crocker being duly sworn, deposes and says that he is Estimator (Title) of the above Mid America Precast (Name of Firm) And that the statements contained in the foregoing Bid, certification, and Affidavit are true and correct.

Subscribed and sworn before me this 14th day of April, 20 25.

Notary Public

My Commission Expires: August 10, 2025

TINA WILLIAMSON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES AUGUST 10, 2025
CALLAWAY COUNTY
COMMISSION #17371315

SEX OFFENDER ACKNOWLEDGMENT AND CERTIFICATION

Mid America Precast (Bidding Firm) is providing services to the Board of Education, Rock Island-Milan School District #41 as a vendor, supplier, contractor, or professional services provider or is operating or managing the operations of a vendor, supplier, contractor, or professional services provider. The services provided by the Company may involve the presence of the Company's employees upon the real property of the facilities of the Owner.

The Company acknowledges that Illinois law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of a school of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor, supplier, provider of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator, or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth in law and above.

384

This Acknowledgment and Certification is to be construed under the laws of the State of Illinois. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that they have read this entire document, that they understand its terms, and that they not only have the authority to sign the document on behalf of the Company but have signed it knowingly and voluntarily.

Dated: April 14, 2025

Company: Mid America Precast

By: Dean Crocker

Printed Name of Signer: Dean Crocker

Title of Signer: Estimator

END OF SECTION 00 41 00

SECTION 00 45 00
ILLINOIS DRUG-FREE WORKPLACE ACT

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

1.01 CERTIFICATION

A. Project: RIHS Aquatic Center Bid Release 1

B. Mid America Precast (Firm Name of Bidder),

Contractor, having 25 employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat. ch. 127 par. 132.313) that [he, she, it] shall provide a drug free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug Free Workplace Act 30 ILCS 580.1 et seq. and further certify 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.

C. Refer to Section 00 72 00 - General Conditions for additional Information

1.02 CONTRACTOR

A. Mid America Precast (Dean Crocker)

Name of Bidder (Printed Name of Authorized Agent of Contractor)

B. Dean Crocker

Signature of Bidder (Signed Name of Authorized Agent of Contractor)

C. April 14th, 2025

Date

385

END OF SECTION 00 45 00

SECTION 00 45 10
ILLINOIS HUMAN RIGHTS ACT

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

1.01 CERTIFICATION

A. Project: RIHS Aquatic Center Bid Release 1

B. Mid America Precast (Firm name of Bidder),

Contractor, shall comply with the terms and procedures of the Illinois Human Rights Act, 775 ILCS 10/0.01 et seq and does hereby certify pursuant to P.A. 87-1257, the Illinois Human Rights Act, that(he, she, it) has adopted a written sexual harassment policy which minimally includes the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) an employer's internal complaint process, including penalty; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

386

C. Refer to Section 00 72 00 - General Conditions for additional information.

1.02 CONTRACTOR

A. Mid America Precast (Dean Crocker)

Name of Bidder (Printed Name of Authorized Agent of Contractor)

B. Dean Crocker

Signature of Bidder (Signed Name of Authorized Agent of Contractor)

C. April 14, 2025

Date

END OF SECTION 00 45 10

BID BOND

SureTec Insurance Company

CONTRACTOR:
(Name, legal status and address)

Mid America Precast, Inc.
2700 Westminster Avenue
Fulton MO 65251

SURETY:
(Name, legal status and principal place of business)

SureTec Insurance Company
2103 City West Boulevard Suite 1300
Houston TX 77042

OWNER:
(Name, legal status and address)

Board of Education Rock Island-Milan School District #41
2000 7th Avenue
Rock Island IL 61201

BOND AMOUNT: **Ten percent of the amount of the bid (10%)**

387

PROJECT:
(Name, location or address, and Project number, if any)

RIHS Aquatic Center Bid Release 1

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of April, 2025.

Mid America Precast, Inc.

(Witness)

(Principal) (Seal)

(Title)

SureTec Insurance Company

(Witness)

(Surety) Katherine D. Tanner (Seal)

Attorney in Fact
(Title)

388

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition

POA #: 2510024

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Katherine D. Tanner

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

389

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 22nd day of February , A.D. 2023 .

SURETEC INSURANCE COMPANY

By: _____
Michael C. Keimig, President

State of Texas
County of Harris
SS:

On this 22nd day of February , A.D. 2023 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

TANYA SNEED
Notary Public State of Texas
Commission # 128571231
Commission Expires 03/30/2027

_____
Tanya Sneed, Notary Public
My commission expires March 30, 2027

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 14th day of April 2025, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 2510024
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

From: Scott Gale <sgale@dukaneprecast.com>
Sent: Tuesday, April 15, 2025 7:28 AM
To: Smith, Jesse
Subject: RIHS Aquatic Center
Attachments: 25124 - RIHS AQUATIC CENTER - SUM SHEET.pdf

Jesse,

Upon further review we did not have the allowance figured in our total price, see attached. The excel sheet did not carry the value over in the spreadsheet, so we are short $40,000. Is it possible to pull our number without revoking our Bid Bond or can we add the $40K and remain low bid?

Scott Gale
Vice President of Sales

dukane|precast
1805 High Grove Lane STE 137
Naperville, IL 60540
Direct: (630) 548-6586
Email: sgale@dukaneprecast.com

PCI ISO 9001-2015 Certified APA

25124 - RIHS Aquatic Center - 04-11-25 - Bid 1

BASE BID

	PCS.1 VERT.	PCS.2 S/H	TOTAL # / PCS.	SF.	$ / SF.	PRICE
Walls	43	1	44	14,801	$32.11	**$475,259.00**
TAKEOFF 2	0	0	0	0	#DIV/0!	**$0.00**
TAKEOFF 3	0	0	0	0	#DIV/0!	**$0.00**
TAKEOFF 4	0	0	0	0	#DIV/0!	**$0.00**
			44	14,801	$32.11	**$475,259.00**

ADDITIONAL CHARGES

Stainless Steel C-Hooks	1,057	EA X	$0.28	$295.96
Wood Blocking	962	LF X	$7.00	$6,734.00
PCI MNL - 117	14,801	SF X	$1.00	$14,801.00
Mock up 10'x 4'	1	X	$7,200.00	$7,200.00
Sand blast	14,801	SF X	$2.50	$37,002.50
Allowance Per Spec	1	X	$40,000.00	$0.00
LIST CHARGES	0	X	$0.00	$0.00
LIST CHARGES	0	X	$0.00	$0.00
LIST CHARGES	0	X	$0.00	$0.00
LIST CHARGES	0	X	$0.00	$0.00
LIST CHARGES	0	X	$0.00	$0.00
LIST CHARGES	0	X	$0.00	$0.00

TOTAL ADDITIONAL CHARGES: **$66,033.46**

P & P Bond
฿ 8,565

PROJECT TOTAL: **$541,292.46**

$36.57 / SF

~~549,857.46~~

฿ 550,000.00

04/11/25

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams, Superintendent
Cabinet Champion: Dr. Dominique Moore, Assistant Superintendent of HR
Date: April 22, 2025
Re: MOU - PEL Nurses

On March 21, 2025, the Rock Island Education Association (RIEA) submitted a formal demand to bargain under Section 1712 of the Illinois Educational Labor Relations Act. This request was made to address the inclusion of PEL-certified nurses in the RIEA collective bargaining unit.

Following collaborative discussions between district administration and RIEA leadership, the attached Memorandum of Understanding (MOU) was developed. This agreement outlines the process by which PEL-certified nurses may transition from the RIESPA bargaining unit to the RIEA bargaining unit. Please note that this MOU supersedes and voids any previous agreements related to this matter.

It is important to note that execution of this MOU does not constitute an admission of liability by any party and shall not serve as precedent in future bargaining.

It is recommended that the Board of Education approve the MOU clarifying the process required for PEL-certified nurses to transition from the RIESPA bargaining unit to the RIEA bargaining unit.

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams, Superintendent
Cabinet Champion: Dr. Dominique Moore, Assistant Superintendent of HR
Date: April 22, 2025
Re: MOU - Pupil Personnel Services Liaison/Coordinator

On March 21, 2025, the Rock Island Education Association (RIEA) submitted a formal demand to bargain under Section 1712 of the Illinois Educational Labor Relations Act. This request was made to address the impact of eliminating the Pupil Personnel Services (PPS) Liaison/Coordinator position.

Following collaborative discussions between district administration and RIEA leadership, the attached Memorandum of Understanding (MOU) was developed. This agreement outlines the plan to continue the position and the timeline for sunsetting the position.

It is recommended that the Board of Education approve the MOU formally outlining the terms and duration for the PPS Liaison/Coordinator position.

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

MEMORANDUM OF UNDERSTANDING (MOU)
Between

Rock Island Education Association (RIEA) and
Rock Island-Milan School District #41 Board of Education

Subject: PPS Liaison/Coordinator Position

This Memorandum of Understanding (MOU) is made and entered into by and between **Rock Island-Milan School District #41 Board of Education** (hereinafter referred to as the "Board") and **Rock Island Education Association (RIEA)** (hereinafter referred to as the "RIEA") to address and clarify the terms and the duration of the PPS Liaison/Coordinator position's existence within the District.

Purpose:
The purpose of this MOU is to formally address and outline the terms and duration of the PPS Liaison/Coordinator position's existence within the District.

Agreement:
The Parties agree to the following:

1. **Continuation of the Position**
   The PPS Liaison/Coordinator position shall only remain in effect and exist in the District through the earlier of: (a) the end of the 2027–2028 school year; or (b) the retirement or separation from employment of the current holder of the position.

2. **Non-Precedent Setting**
   This agreement is made on a nonprecedential basis and shall not be relied on for any future positions or with respect to any future agreements between the parties.

3. **Good Faith Understanding**
   The District and RIEA agree that this position serves a specific need and is not intended to create a permanent role beyond the terms of this MOU. The parties also specifically acknowledge and agree that the terms and provisions of this MOU will not be deemed a violation or misapplication of the parties' collective bargaining agreement, nor will they be considered a violation of the *Illinois Educational Labor Relations Act* or *Illinois School Code*.

Duration:
This MOU shall remain in effect until June 30, 2028, or until the retirement or separation from employment of the current holder of the PPS Liaison/Coordinator position, whichever occurs first.

Acknowledgment:
By signing below, the parties acknowledge their agreement to the terms and conditions set forth in this MOU.

RIEA President:

Signature: _____

Date: 4/16/2025

Board of Education President

Signature: _____

Date: _____

MEMORANDUM OF UNDERSTANDING (MOU)
Between
Rock Island Education Association (RIEA), Rock Island Educational Support Professionals Association (RIESPA), and
Rock Island-Milan School District #41 Board of Education

Subject: Replacement of Previous MOU Regarding PEL Nurses

This Memorandum of Understanding (MOU) is made and entered into by and between **Rock Island-Milan School District #41 Board of Education** (hereinafter referred to as the "Board"), Rock Island Educational Support Professionals Association (hereinafter referred to as the "RIESPA"), and **Rock Island Education Association (RIEA)** (hereinafter referred to as the "RIEA") to replace a previous MOU entitled 'Registered Nurses with a Professional Educator License (PEL) be included in the RIEA'.

Purpose:
The purpose of this MOU is to replace and supersede a previously agreed-upon MOU between RIEA, RIESPA and the Board regarding the movement of PEL-licensed nurses between bargaining units and to establish new terms and conditions regarding the issue moving forward.

Agreement:

The Parties agree to the following:

1. **Cancellation of Prior MOU**
   The parties' previous MOU entitled 'Registered Nurses with a Professional Educator License (PEL) be included in the RIEA' is hereby superseded by this MOU, and rendered null and void, effective immediately.

2. **Updated Transfer Protocol**
   As of April 16, 2025, a nurse who possesses a PEL-CSN (Professional Educator License – Certified School Nurse) shall only fall within the RIEA bargaining unit if hired by the District into such licensed position after it has been posted as a vacancy and made available for application. The posting for a nurse vacancy in the District shall explicitly state whether the open position requires the employee to hold a PEL-CSN license. If the position does not require the employee to hold a PEL-CSN license, then such position shall fall within the RIESPA bargaining unit and be posted in accordance with the terms of the RIESPA collective bargaining agreement.
3. **Mutual Understanding**
   The parties specifically acknowledge and agree that the terms and provisions of this MOU will not be deemed a violation or misapplication of the parties' collective bargaining agreement, nor will they be considered a violation of the *Illinois Educational Labor Relations Act* or *Illinois School Code*.
4. **Duration of the MOU:**
   This MOU will take effect on April 16, 2025, and will expire and be of no further force or effect as of July 31, 2027
   .

Acknowledgment:

By signing below, the parties acknowledge their agreement to the terms and conditions set forth in this MOU.

RIEA President:

Signature: _____

Date: 4/16/2025

Board of Education President

Signature: _____

Date: _____

RIESPA President:

Signature: Donna Manning

Date: 4-17-2025

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Beth MacKenna, Director of Nutrition Services
Date: April 22, 2025
Re: School Breakfast Expansion Grant

We are seeking approval to apply for the School Breakfast Expansion Grant through the Illinois State Board of Education (ISBE). The grant application deadline is 4:00 p.m. on May 8th.

Our breakfast participation averages 2,100 students daily. If awarded, we recommend utilizing the funds to enhance the visibility and impact of our breakfast program. Specifically, we propose allocating the funds for staff t-shirts to increase awareness and community engagement, printed flyers to distribute throughout the school, and yard signs to be placed at strategic locations around the school to advertise the availability of the breakfast program and remind students and parents of its importance.

Grant awards from this program will range from $500 to a maximum of $10,000 per grant recipient. However, please note that submitting an application does not guarantee funding, as the selection process is competitive and based on available funds and the specific goals of the grant program.

It is recommended that the Board of Education approve staff to apply for the School Breakfast Expansion Grant through the Illinois State Board of Education in the amount of $10,000.

Investment Period: SY 2025-2026
Total Investment: $10,000
Funding Source: Nutrition Services Budget/Grant Proceeds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Personnel Recommendations
Board of Education Meeting
April 22, 2025

Certified Appointments

It is recommended that the Board of Education approve the following certified appointments for the 2024-25 school year.

Brittany Ackerland –	Substitute Teacher at District Wide Salary –$120-$140/day
William Crouch –	Substitute Teacher at District Wide Salary – $120-$140/day
Andrew Freeman –	Substitute Teacher at District Wide Salary – $120-$140/day

Certified Appointments

It is recommended that the Board of Education approve the following certified appointments for the 2025-26 school year.

Madeleine Eaton –	School Psychologist at District Wide Salary – $64,024/annual
Jessica Hollander –	Speech Language Pathologist at District Wide Salary – $74,489/annual
Hannah Hutton –	Speech Language Pathologist at District Wide Salary – $57,667/annual
Megan Mahoney –	School Psychologist at District Wide Salary – $78,275/annual
Alyssa Milne –	Speech Language Pathologist at District Wide Salary – $76,352/annual
Lindsey Munson –	Special Education Teacher at Thomas Jefferson Elementary School Salary – $57,667/annual

Non-Certified Appointments
It is recommended that the Board of Education approve the following non-certified appointments for the 2024-25 school year.

Anthony Reaves-Cotton –	Dishwasher at Rock Island High School Salary – $15.86/hour
Maria Escamilla-Garcia –	General Help at Administration Center Salary – $16.53/hour
Paw Thaw –	Playground Supervisor at Frances Willard Elementary School Salary – $15.86/hour

Non-Certified to Certified Internal Transfer
It is recommended that the Board of Education accept the following non-certified to certified internal transfer during the 2024-25 school year.

April Bowlyou –	School Nurse transferring from RIESPA to RIEA Salary – $70,482/annual

Non-Certified Support Coach Appointment
It is recommended that the Board of Education approve the following non-certified support coach appointment for the 2024-25 school year.

Charles Cooley –	Volunteer Track Coach at Washington Junior High School

Administrator Resignations
It is recommended that the Board of Education accept the following administrator resignations during the 2024-25 school year.

Staff Member	Current Position	Years of Continuous Service
Donald Smith	Dean at Rock Island High School	10 Years Effective 06/12/2025
Redrick Terry	Communications Director	1 Year Effective 06/04/2025

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Annaka Whiting, CFO
Date: April 22, 2025
Re: Recommendation for Architect Services - Cordogan Clark

On January 28th, a Request for Qualifications (RFQ) for Architect Services was issued, and seven responses were received. A selection committee was formed to review and evaluate the submittals. After careful consideration, four firms were invited for in-person interviews, which were held on March 3rd.

Following the interviews, the selection committee thoroughly discussed each firm's qualifications, experience, capacity, and alignment with our goals. Based on our evaluation, we are recommending the selection of two architectural firms, one of which is of Cordogan Clark, whose expertise, past projects, and demonstrated capacity make them particularly well-suited for our District. This firm has the experience and resources necessary to deliver a high-quality outcome and effectively meet our needs.

We believe this firm is well suited to meet our needs and contribute to the success of the projects to be carried out in the facilities management plan. Their collaborative approach and innovative design solutions align with our long-term vision for the District.

It is recommended that the Board of Education approve staff to enter into an agreement with Cordogan Clark, 102 East 2nd Street, Davenport, IA 52801, as one of the District's architects of record.

Investment Period: N/A
Total Investment: Based on project costs
Funding Source: Capital Improvement/Series 2025 Bond Proceeds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

AIA® Document B121™ – 2018

Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders

AGREEMENT made as of the 18th day of March in the year Two Thousand Twenty Five

(In words, indicate day, month, and year.)

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

Board of Education of Rock Island-Milan School District No. 41, Rock Island County, Illinois
2000 7th Avenue
Rock Island, Illinois 61201

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

Cordogan Clark & Associates, Inc.
515 Redwood Avenue
Auror, Illinois 60506

The Owner and Architect 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.

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221™–2018, Service Order for use with Master Agreement Between Owner and Architect

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA40)

TABLE OF ARTICLES

1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

2 SERVICE ORDERS

3 ARCHITECT'S RESPONSIBILITIES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COPYRIGHTS AND LICENSES

7 CLAIMS AND DISPUTES

8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

9 COMPENSATION

10 MISCELLANEOUS PROVISIONS

11 SPECIAL TERMS AND CONDITIONS

12 SCOPE OF THIS MASTER AGREEMENT

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective as of the date signed by the last party. .

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will renew on an annual basis, on June 30 of each year, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Superintendent
Rock Island-Milan School District No. 41
2000 7th Avenue
Rock Island, Illinois 61201
309-793-5900

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

Brian Kronewitter
Cordogan Clark & Associates, Inc.
515 Redwood Avenue
Aurora, Illinois 60506
630-896-4678
630-209-7525 (mobile)
bkronewitter@cordoganclark.com

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

§ 1.6 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 2.2 The Architect may decline to accept any Service Order issued by the Owner.

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Architect may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect's Services; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

§ 3.1 The Architect shall be properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals. The Architect shall perform its services consistent with the professional skill, diligence, competence and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement.

§ 3.2 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Master Agreement or any Service Agreement.

§ 3.3 The Architect shall maintain at its own expense the following insurance until termination of this Master Agreement. The Owner, its board members, officers, administrators and employees shall be named as additional insureds on a primary and non-contributory basis on such coverages, except for professional liability and worker's compensation insurance coverage. All policies of insurance shall be placed with insurance companies acceptable to the Owner, licensed to conduct business in Illinois, preferably with a Best's Key Guide Rating of at least A/IX, and shall incorporate a provision requiring the giving of written notice to the Owner at least thirty (30) days prior to insurer cancellation of such policies on which the Owner is an additional insured. The Architect shall submit valid certificates on the Acord form evidencing compliance with the coverages and limits below before the Architect commences the rendition of any services hereunder. If the Architect fails to furnish and maintain the insurance required herein, the Owner shall notify the Architect and if needed, may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance. Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Agreement by any action or omission.
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

Each Occurrence	$ 2,000,000.00
Damage to Rented Premises	$1,000,000.00
Medical EXP	$ 5,000.00
Personal & ADV Injury	$ 2,000,000.00
General Aggregate	$ 4,000,000.00
Products COMP AGG	$ 4,000,000.00

.2 Automobile Liability

Combined Single Limit	$ 1,000,000.00
Bodily Injury (Per Person)	
Bodily Injury (Per Accident)	
Property Damage (Per Accident)	

.3 Workers' Compensation

E.L Each Accident	$ 1,000,000.00
E.L. Disease - EA Employee	$ 1,000,000.00
E. L. Disease - Policy Limit	$ 1,000,000.00

.4 Professional Liability

Per Claim	$3,000,000.00
Aggregate	$2,000,000.00

.5 Umbrella Liability

EACH OCCURRENCE	$5,000,000.00
AGGREGATE	$5,000,000.00

§ 3.4 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants, including construction managers. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants and construction managers. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.6 The Architect hereby agrees to indemnify and hold harmless the Owner and its board members, and employees (collectively, the "Indemnitees") from liabilities, losses, injuries, damages and expenses, including attorney's fees recoverable under applicable law, for which the Indemnitees are found liable to a third person, by reason of any injury or damage sustained to such person, including death, or property to the extent caused by negligent errors or omissions in the rendering of professional services for which the Architect is legally liable or breach of the professional standard of care in this Agreement.

§ 3.7 It is understood and agreed that the Architect has the expertise with respect to the services to be performed under this Agreement and that any approval by the Owner of any schematic design documents, design development documents, construction documents, drawings and/or specifications is merely an approval of the general concept, but not of any of the required substance or detail. Any such approval by the Owner shall not relieve the Architect of responsibility for the preparation of all such documents in accordance with the standard of care set forth in this Agreement.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Architect may provide Additional Services after execution of a Service Order without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 9.3. The Owner's

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

obligation to make payment to the Architect for any Additional Services shall be contingent upon the Architect securing the Owner's prior written approval for such proposed additional services before commencing such services.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Intentionally deleted;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Intentionally deleted;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Intentionally deleted; or

.10 Intentionally deleted.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

§ 5.2 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.3 The Owner shall coordinate the services of its own consultants and construction managers with those services provided by the Architect. Upon the Architect's reasonable request, the Owner may in its sole discretion furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants requested by the Architect as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 Paragraph Deleted .

§ 5.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement.

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

§ 6.2 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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 6.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under the Service Agreement, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates a Service Agreement for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Agreement, shall terminate.

§ 6.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 6.3.1. The terms of this Section 6.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 8.4.

§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Agreement.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 Intentionally deleted.

§ 7.2 Deleted in its entirety

§ 7.2.1 Paragraph Deleted

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

§ 7.2.2 Paragraph Deleted

§ 7.2.3 Paragraph Deleted

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 7.3 of this Master Agreement

[**X**] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.

§ 7.3 Deleted in its entirety
§ 7.3.1 Paragraph Deleted.

§ 7.3.1.1 Paragraph Deleted

§ 7.3.2 Paragraph Deleted .

§ 7.3.3 Paragraph Deleted.

§ 7.3.4 Deleted in its entirerty
§ 7.3.4.1 Paragraph Deleted

§ 7.3.4.2 Paragraph Deleted

§ 7.3.4.3 Paragraph Deleted

§ 7.4 Paragraph Deletedt.

ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS
§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for any properly documented expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days' written notice.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 8.5 The Owner may terminate a Service Agreement or this Master Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 8.7 In addition to any amounts paid under Section 8.6, if the Owner terminates a Service Agreement for its convenience pursuant to Section 8.5, or the Architect terminates a Service Agreement pursuant to Section 8.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Fee to be mutually agreed upon between the Owner (Rock Island - Milan School District No.41 and the Architect (IDG Architects + Partners Inc)

§ 8.8 Except as otherwise expressly provided herein, a Service Agreement shall terminate one year from the date of Substantial Completion.

§ 8.9 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

Estimated Cost of the Work Value	Hourly Fee Option	Estimated AE Fee % Option	CM Fee %	General Conditions
< $100,000	X	15.00%	10.00%	T&M Cost of the work
$100,000 to $200,000	X	14.00%	9.50%	T&M Cost of the work
$200,000 to $300,000	X	13.00%	9.00%	T&M Cost of the work
$300,000 to $400,000	X	12.50%	8.50%	T&M Cost of the work

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

$400,000 to $500,000	X	12.00%	8.00%	T&M Cost of the work
$500,000 to $600,000	X	11.50%	7.50%	T&M Cost of the work
$600,000 to $700,000	X	11.00%	7.00%	T&M Cost of the work
$700,000 to $800,000	X	10.50%	6.50%	T&M Cost of the work
$800,000 to $900,000	X	10.25%	6.00%	T&M Cost of the work
$900,000 to $1,000,000	X	10.00%	5.50%	T&M Cost of the work
$1,000,000 to $1,500,000		9.75%	5.00%	T&M Cost of the work
$1,500,000 to $2,000,00		9.50%	4.90%	T&M Cost of the work
$2,000,000 to $2,500,000		9.00%	4.85%	T&M Cost of the work
$2,500,000 to $3,000,000		8.85%	4.75%	T&M Cost of the work
$3,000,000 to $4,000,000		8.75%	4.60%	T&M Cost of the work
$4,000,000 to $5,000,000		8.50%	4.45%	T&M Cost of the work
$5,000,000 to $6,000,000		8.45%	4.35%	T&M Cost of the work
$6,000,000 to $7,000,000		8.35%	4.25%	T&M Cost of the work
$7,000,000 to $8,000,000		8.25%	4.15%	T&M Cost of the work
$8,000,000 to $9,000,000		7.55%	4.05%	T&M Cost of the work
$9,000,000 to $10,000,000		7.35%	4.00%	T&M Cost of the work
$10,000,000 to $11,000,000		7.30%	3.90%	T&M Cost of the work
$11,000,000 to $12,000,000		7.25%	3.80%	T&M Cost of the work
$12,000,000 to $13,000,000		7.20%	3.75%	T&M Cost of the work
$13,000,000 to $14,000,000		7.15%	3.72%	T&M Cost of the work
$14,000,000 to $15,000,000		7.10%	3.70%	T&M Cost of the work
$15,000,000 to $16,000,000		7.05%	3.68%	T&M Cost of the work
$16,000,000 to $17,000,000		7.00%	3.66%	T&M Cost of the work

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Exhibit A for hourly rates

Employee or Category	Rate ($0.00)

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 9.4 Compensation for Reimbursable Expenses
§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Intentionally deleted;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Intentionally deleted;
.8 Intentionally deleted;
.9 Intentionally deleted;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one point five percent (1.5 %) of the expenses incurred.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

§ 9.5 Payments to the Architect
§ 9.5.1 Progress Payments
§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable in accordance with the Illinois Local Government Prompt Payment Act. Amounts unpaid after that time shall be subject to the interest provisions of the Illinois Local Government Prompt Payment Act.

(Paragraph Deleted)

§ 9.5.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.

§ 9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner with the request for payment thereof.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Each Service Agreement shall be governed by the law of the place where the Project described in the Service Order is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3.

§ 10.2 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.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other, except that the Owner may assign a Service Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with the Service Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Agreement.

§ 10.5 Unless otherwise required in a Service Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6 Only upon receiving prior written authorization from the Owner, the Architect may include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials so long as in the Owner's sole discretion such representations do not undermine the safety and integrity of the Owner's school buildings. If allowed to use the Project in its promotional materials, the Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

§ 10.7 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

§ 10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written 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.

§ 10.10 For each Service Agreement, terms not defined in this Master Agreement or in the Service Order shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 11.1 The Architect shall execute certificates, in form acceptable to Owner, evidencing (1) Architect's compliance with the Illinois Human Rights Act [775 ILCS 5/1-101 et seq.] (including without limitation those provisions relating the Architect's written sexual harassment policy) and (2) Architect's compliance with the Illinois Drug Free Workplace Act [30 ILCS 580/1 et seq.]. The Architect shall comply with all statutory employment requirements where applicable.

§ 11.2 No failure of either the Architect or the Owner to exercise any power given in the Agreement or to insist upon strict compliance by the other party with any obligation hereunder and no custom or practice of the Owner or the Architect at variance with the terms hereof shall constitute a waiver of the right of either party to demand exact compliance with the terms of this Agreement.

§ 11.3 Notwithstanding any other provision in any Contract Document, the Owner shall not, in any manner be deemed or intended to have waived any claim by making a final payment or a progress payment of any amount.

§ 11.4 As an independent contractor of the Owner, records in the possession of the Architect related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). The Architect shall upon reasonable notice provide the Owner with any records which are not in the possession of the Owner reasonably requested by the Owner in sufficient time to respond to any FOIA request received by the Owner. The Owner will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If the Architect refuses to provide a record in its possession which is the subject of a FOIA request to the Owner and not in the Owner's possession, the Architect shall indemnify the Owner for all costs the Owner incurs related to the non-production of the Architect's record(s) related to the FOIA request and any appeal, including attorney's fees, and the Architect shall reimburse the Owner for any penalties assessed by the Illinois Attorney General or a court of competent jurisdiction related to such record(s).

§ 11.5 The Architect understands and acknowledges that its services in part, may be performed on public school property and that its employees, agents, and representatives may have direct, daily contact with school students. The Architect further understands and acknowledges that the State of Illinois requires that all employees, agents, and representatives of vendors, licensees, contractors or others having direct, daily contact with students must be subject to a criminal background check and may not be listed on the State Sex Offender Registry. The Architect agrees that it shall not knowingly send to any school building or school property any employee or agent who would be prohibited from being employed by the Owner due to a conviction of a crime listed in 105 ILCS 5/10-21.9 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. Prior to allowing any of its employees, agents, or representatives who will have direct, daily contact with students to have access to school property, the Architect agrees to make every such employee, agent, or representative available to the Owner for submitting to a fingerprint-based criminal history records check pursuant to 105 ILCS 5/10-21.9 and a check of the Illinois Sex Offender Registry and Illinois Murderer and Violent Offender Against Youth Registry. The Owner will provide a copy of any background check report it receives to the individual employee, agent, or representative, but is not authorized to and will not release any such report to the Architect. In the event Architect fails to comply with the provisions of this section and, as a result, a suit or claim is instituted by a student for harm caused by an employee, contractor or agent of Architect, then in that event, Architect agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the Owner against any such claims.

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

§ 11.6 Any claims arising out of this Agreement shall be brought against the contracting parties and not against any individual director, officer or employee of a party

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 12.2 This Master Agreement is comprised of the following documents identified below:

.1 AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

.2 Building Information Modeling Exhibit, if completed:

None

.3 Exhibits:
(Clearly identify any other exhibits incorporated into this Master Agreement.)

Exhibit A - Hourly rates

.4 Other documents:
(List other documents, if any, forming part of the Master Agreement.)

None

This Master Agreement entered into as of the day and year first written above.

	Brian Kronewitter
OWNER *(Signature)*	**ARCHITECT** *(Signature)*
	Brian Kronewitter, AIA, DBIA, Executive V.P.
(Printed name and title)	*(Printed name, title, and license number, if required)*

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

Additions and Deletions Report for
AIA® Document B121™ – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:07:57 ET on 04/15/2025.

PAGE 1

AGREEMENT made as of the 18th day of March in the year Two Thousand Twenty Five

...

Board of Education of Rock Island-Milan School District No. 41, Rock Island County, Illinois
2000 7th Avenue
Rock Island, Illinois 61201

...

Cordogan Clark & Associates, Inc.
515 Redwood Avenue
Auror, Illinois 60506

PAGE 2

TABLE OF ARTICLES

...

§ 1.1 This Master Agreement shall be effective ~~for one year after the date first written above ("Date of this Master Agreement").~~as of the date signed by the last party. .

...

§ 1.3 This Master Agreement will renew on an annual basis, on ~~the day and month of the Date of this Master Agreement,~~ June 30 of each year, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

...

Superintendent
Rock Island-Milan School District No. 41
2000 7th Avenue
Rock Island, Illinois 61201
309-793-5900

Additions and Deletions Report for AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA40)

PAGE 3

Brian Kronewitter
Cordogan Clark & Associates, Inc.
515 Redwood Avenue
Aurora, Illinois 60506
630-896-4678
630-209-7525 (mobile)
bkronewitter@cordoganclark.com

...

§ 3.1 The Architect shall be properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals. The Architect shall perform its services consistent with the professional ~~skill~~ skill, diligence, competence and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement.

...

§ 3.3 The Architect shall maintain at its own expense the following insurance until termination of this Master Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 9.4.~~The Owner, its board members, officers, administrators and employees shall be named as additional insureds on a primary and non-contributory basis on such coverages, except for professional liability and worker's compensation insurance coverage. All policies of insurance shall be placed with insurance companies acceptable to the Owner, licensed to conduct business in Illinois, preferably with a Best's Key Guide Rating of at least A/IX, and shall incorporate a provision requiring the giving of written notice to the Owner at least thirty (30) days prior to insurer cancellation of such policies on which the Owner is an additional insured. The Architect shall submit valid certificates on the Acord form evidencing compliance with the coverages and limits below before the Architect commences the rendition of any services hereunder. If the Architect fails to furnish and maintain the insurance required herein, the Owner shall notify the Architect and if needed, may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance. Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Agreement by any action or omission.

PAGE 4

Each Occurrence $ 2,000,000.00

...

Damage to Rented Premises $1,000,000.00

...

Medical EXP $ 5,000.00

...

Personal & ADV Injury $ 2,000,000.00

...

General Aggregate $ 4,000,000.00

Additions and Deletions Report for AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA40)

...

Products COMP AGG $ 4,000,000.00

...

Combined Single Limit $ 1,000,000.00

...

Bodily Injury (Per Person)

...

Bodily Injury (Per Accident)

...

Property Damage (Per Accident)

...

E.L Each Accident $ 1,000,000.00

...

E.L. Disease - EA Employee $ 1,000,000.00

...

E. L. Disease - Policy Limit $ 1,000,000.00

...

Per Claim $3,000,000.00

...

Aggregate $2,000,000.00

...

.5 Umbrella Liability

...

EACH OCCURRENCE $5,000,000.00

...

AGGREGATE $5,000,000.00

...

Additions and Deletions Report for AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA40)

§ 3.4 The Architect shall coordinate its services with those services provided by the Owner and the Owner's ~~consultants.~~ consultants, including construction managers. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's ~~consultants.~~ consultants and construction managers. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

...

§ 3.6 The Architect hereby agrees to indemnify and hold harmless the Owner and its board members, and employees (collectively, the "Indemnitees") from liabilities, losses, injuries, damages and expenses, including attorney's fees recoverable under applicable law, for which the Indemnitees are found liable to a third person, by reason of any injury or damage sustained to such person, including death, or property to the extent caused by negligent errors or omissions in the rendering of professional services for which the Architect is legally liable or breach of the professional standard of care in this Agreement.

...

§ 3.7 It is understood and agreed that the Architect has the expertise with respect to the services to be performed under this Agreement and that any approval by the Owner of any schematic design documents, design development documents, construction documents, drawings and/or specifications is merely an approval of the general concept, but not of any of the required substance or detail. Any such approval by the Owner shall not relieve the Architect of responsibility for the preparation of all such documents in accordance with the standard of care set forth in this Agreement.

PAGE 5

§ 4.1 The Architect may provide Additional Services after execution of a Service Order without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 9.3. The Owner's obligation to make payment to the Architect for any Additional Services shall be contingent upon the Architect securing the Owner's prior written approval for such proposed additional services before commencing such services.

...

.5 ~~Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~Intentionally deleted;

...

.7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~Intentionally deleted;

...

.9 ~~Evaluation of the qualifications of entities providing bids or proposals;~~ Intentionally deleted; or

...

.10 ~~Consultation concerning replacement of Work resulting from fire or other cause during construction.~~Intentionally deleted.

...

§ 5.3 The Owner shall coordinate the services of its own consultants and construction managers with those services provided by the Architect. Upon the Architect's ~~request, the Owner shall~~ reasonable request, the Owner may in its sole discretion furnish copies of the scope of consulting services in the contracts between the Owner and the

Additions and Deletions Report for AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA40)

Owner's consultants. The Owner shall furnish the services of consultants requested by the Architect as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

...

§ 5.4 ~~The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.~~Paragraph Deleted .

PAGE 6

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable ~~law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner.~~ law. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

...

§ 7.1.3 ~~The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement, except as specifically provided in Section 8.6.~~Intentionally deleted.

...

§ 7.2 ~~Mediation~~Deleted in its entirety

...

§ 7.2.1 ~~Any claim, dispute or other matter in question arising out of or related to a Service Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~Paragraph Deleted

PAGE 7

§ 7.2.2 ~~The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~Paragraph Deleted

Additions and Deletions Report for AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA40)

...

§ 7.2.3 ~~The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~Paragraph Deleted

...

[**X**] Litigation in a court of competent jurisdiction

...

§ 7.3 ~~Arbitration~~Deleted in its entirety

...

§ 7.3.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, dispute or other matter in question arising out of or related to a Service Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Master Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration.~~Paragraph Deleted.

...

§ 7.3.1.1 ~~A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~Paragraph Deleted

...

§ 7.3.2 ~~The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~**Paragraph Deleted .**

...

§ 7.3.3 ~~The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~Paragraph Deleted.

...

§ 7.3.4 ~~Consolidation or Joinder~~Deleted in its entirerty

...

§ 7.3.4.1 ~~Either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~Paragraph Deleted

Additions and Deletions Report for AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA40)

...

§ 7.3.4.2 ~~Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~Paragraph Deleted

...

§ 7.3.4.3 ~~The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Master Agreement.~~Paragraph Deleted

...

§ 7.4 ~~The provisions of this Article 7 shall survive the termination of a Service Agreement.~~Paragraph Deletedt.

...

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for any properly documented expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

PAGE 8

§ 8.5 The Owner may terminate a Service Agreement or this Master Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

...

None.

...

Fee to be mutually agreed upon between the Owner (Rock Island - Milan School District No.41 and the Architect (IDG Architects + Partners Inc)

PAGE 9

Estimated Cost of the Work Value	Hourly Fee Option	Estimated AE Fee % Option	CM Fee %	General Conditions
< $100,000	X	15.00%	10.00%	T&M Cost of the work
$100,000 to $200,000	X	14.00%	9.50%	T&M Cost of the work
$200,000 to $300,000	X	13.00%	9.00%	T&M Cost of the work

Additions and Deletions Report for AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA40)

$300,000 to $400,000	X	12.50%	8.50%	T&M Cost of the work
$400,000 to $500,000	X	12.00%	8.00%	T&M Cost of the work
$500,000 to $600,000	X	11.50%	7.50%	T&M Cost of the work
$600,000 to $700,000	X	11.00%	7.00%	T&M Cost of the work
$700,000 to $800,000	X	10.50%	6.50%	T&M Cost of the work
$800,000 to $900,000	X	10.25%	6.00%	T&M Cost of the work
$900,000 to $1,000,000	X	10.00%	5.50%	T&M Cost of the work
$1,000,000 to $1,500,000		9.75%	5.00%	T&M Cost of the work
$1,500,000 to $2,000,00		9.50%	4.90%	T&M Cost of the work
$2,000,000 to $2,500,000		9.00%	4.85%	T&M Cost of the work
$2,500,000 to $3,000,000		8.85%	4.75%	T&M Cost of the work
$3,000,000 to $4,000,000		8.75%	4.60%	T&M Cost of the work
$4,000,000 to $5,000,000		8.50%	4.45%	T&M Cost of the work
$5,000,000 to $6,000,000		8.45%	4.35%	T&M Cost of the work
$6,000,000 to $7,000,000		8.35%	4.25%	T&M Cost of the work
$7,000,000 to $8,000,000		8.25%	4.15%	T&M Cost of the work
$8,000,000 to $9,000,000		7.55%	4.05%	T&M Cost of the work
$9,000,000 to $10,000,000		7.35%	4.00%	T&M Cost of the work
$10,000,000 to $11,000,000		7.30%	3.90%	T&M Cost of the work
$11,000,000 to $12,000,000		7.25%	3.80%	T&M Cost of the work
$12,000,000 to $13,000,000		7.20%	3.75%	T&M Cost of the work
$13,000,000 to $14,000,000		7.15%	3.72%	T&M Cost of the work
$14,000,000 to $15,000,000		7.10%	3.70%	T&M Cost of the work
$15,000,000 to $16,000,000		7.05%	3.68%	T&M Cost of the work

Additions and Deletions Report for AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA40)

$16,000,000 to $17,000,000		7.00%	3.66%	T&M Cost of the work

PAGE 10

See attached Exhibit A for hourly rates

...

.2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~Intentionally deleted;

...

.7 ~~Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~Intentionally deleted;

...

.8 ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or the Architect's consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;~~Intentionally deleted;

...

.9 ~~All taxes levied on professional services and on reimbursable expenses;~~Intentionally deleted;

...

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one point five percent (1.5 %) of the expenses incurred.

...

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable ~~upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~in accordance with the Illinois Local Government Prompt Payment Act. Amounts unpaid after that time shall be subject to the interest provisions of the Illinois Local Government Prompt Payment Act.

...

~~*(Insert rate of monthly or annual interest agreed upon.)*~~

...

~~%~~

PAGE 11

Additions and Deletions Report for AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA40)

§ 9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be ~~available to the Owner at mutually convenient times.~~provided to the Owner with the request for payment thereof.

...

§ 10.6 ~~The Architect shall have the right to~~ Only upon receiving prior written authorization from the Owner, the Architect may include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional ~~materials. The~~ materials so long as in the Owner's sole discretion such representations do not undermine the safety and integrity of the Owner's school buildings. If allowed to use the Project in its promotional materials, the Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary ~~information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary.~~ information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

PAGE 12

§ 11.1 The Architect shall execute certificates, in form acceptable to Owner, evidencing (1) Architect's compliance with the Illinois Human Rights Act [775 ILCS 5/1-101 et seq.] (including without limitation those provisions relating the Architect's written sexual harassment policy) and (2) Architect's compliance with the Illinois Drug Free Workplace Act [30 ILCS 580/1 et seq.]. The Architect shall comply with all statutory employment requirements where applicable.

§ 11.2 No failure of either the Architect or the Owner to exercise any power given in the Agreement or to insist upon strict compliance by the other party with any obligation hereunder and no custom or practice of the Owner or the Architect at variance with the terms hereof shall constitute a waiver of the right of either party to demand exact compliance with the terms of this Agreement.

§ 11.3 Notwithstanding any other provision in any Contract Document, the Owner shall not, in any manner be deemed or intended to have waived any claim by making a final payment or a progress payment of any amount.

§ 11.4 As an independent contractor of the Owner, records in the possession of the Architect related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). The Architect shall upon reasonable notice provide the Owner with any records which are not in the possession of the Owner reasonably requested by the Owner in sufficient time to respond to any FOIA request received by the Owner. The Owner will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If the Architect refuses to provide a record in its possession which is the subject of a FOIA request to the Owner and not in the Owner's possession, the Architect shall indemnify the Owner for all costs the Owner incurs related to the non-production of the Architect's record(s) related to the FOIA request and any appeal, including attorney's fees, and the Architect shall reimburse the Owner for any penalties assessed by the Illinois Attorney General or a court of competent jurisdiction related to such record(s).

§ 11.5 The Architect understands and acknowledges that its services in part, may be performed on public school property and that its employees, agents, and representatives may have direct, daily contact with school students. The Architect further understands and acknowledges that the State of Illinois requires that all employees, agents, and representatives of vendors, licensees, contractors or others having direct, daily contact with students must be subject to a criminal background check and may not be listed on the State Sex Offender Registry. The Architect agrees that it shall not knowingly send to any school building or school property any employee or agent who would be prohibited from being employed by the Owner due to a conviction of a crime listed in 105 ILCS 5/10-21.9 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. Prior to allowing any of its employees, agents, or representatives who will have direct, daily contact with students to have access to school property, the Architect agrees to make every such employee, agent, or

Additions and Deletions Report for AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA40)

representative available to the Owner for submitting to a fingerprint-based criminal history records check pursuant to 105 ILCS 5/10-21.9 and a check of the Illinois Sex Offender Registry and Illinois Murderer and Violent Offender Against Youth Registry. The Owner will provide a copy of any background check report it receives to the individual employee, agent, or representative, but is not authorized to and will not release any such report to the Architect. In the event Architect fails to comply with the provisions of this section and, as a result, a suit or claim is instituted by a student for harm caused by an employee, contractor or agent of Architect, then in that event, Architect agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the Owner against any such claims.

§ 11.6 Any claims arising out of this Agreement shall be brought against the contracting parties and not against any individual director, officer or employee of a party

PAGE 13

None

...

Exhibit A - Hourly rates

...

None

...

Brian Kronewitter, AIA, DBIA, Executive V.P.

Additions and Deletions Report for AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA40)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:07:57 ET on 04/15/2025 under Order No. 4104250208 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B121™ - 2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

AIA Document D401 – 2003. Copyright © 1992 and 2003. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:57 ET on 04/15/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA40)

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Annaka Whiting, CFO
Date: April 22, 2025
Re: Recommendation for Architect Services - IDG Architects

On January 28th, a Request for Qualifications (RFQ) for Architect Services was issued, and seven responses were received. A selection committee was formed to review and evaluate the submittals. After careful consideration, four firms were invited for in-person interviews, which were held on March 3rd.

Following the interviews, the selection committee thoroughly discussed each firm's qualifications, experience, capacity, and alignment with our goals. Based on our evaluation, we are recommending the selection of two architectural firms, one of which is IDG Architects, whose expertise, past projects, and demonstrated capacity make them particularly well-suited for our District. This firm has the experience and resources necessary to deliver a high-quality outcome and effectively meet our needs.

We believe this firm is well suited to meet our needs and contribute to the success of the projects to be carried out in the facilities management plan. Their collaborative approach and innovative design solutions align with our long-term vision for the District.

It is recommended that the Board of Education approve staff to enter into an agreement with IDG Architects, 719 Main Street, Suite A, Peoria, IL 61602, as one of the District's architects of record.

Investment Period: N/A
Total Investment: Based on project costs
Funding Source: Capital Improvement/Series 2025 Bond Proceeds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

AIA® Document B121™ – 2018

Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders

AGREEMENT made as of the 18th day of March in the year Two Thousand Twenty Five

(In words, indicate day, month, and year.)

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

Board of Education of Rock Island-Milan School District No. 41, Rock Island County, Illinois
2000 7th Avenue
Rock Island, Illinois 61201

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

IDG Architects + Partners
719 Main Street Suite A
Peoria, Illinois 61602

The Owner and Architect 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.

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221™–2018, Service Order for use with Master Agreement Between Owner and Architect

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:50 ET on 04/14/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA31)

TABLE OF ARTICLES

1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

2 SERVICE ORDERS

3 ARCHITECT'S RESPONSIBILITIES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COPYRIGHTS AND LICENSES

7 CLAIMS AND DISPUTES

8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

9 COMPENSATION

10 MISCELLANEOUS PROVISIONS

11 SPECIAL TERMS AND CONDITIONS

12 SCOPE OF THIS MASTER AGREEMENT

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective through June 30, 2026 unless terminated as provided below.

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will renew on an annual basis, on June 30 of each year, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Superintendent
Rock Island-Milan School District No. 41
2000 7th Avenue
Rock Island, Illinois 61201
309-793-5900

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:50 ET on 04/14/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

Ben McMillan III, AIA
16650 Greenbriar Plaza Drive
Suite 200
Houston, Texas 77060
bmcmillan@idgarch.com
832.448.2462

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

§ 1.6 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 2.2 The Architect may decline to accept any Service Order issued by the Owner.

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Architect may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect's Services; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

§ 3.1 The Architect shall be properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals. The Architect shall perform its services consistent with the professional skill, diligence, competence and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement.

§ 3.2 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Master Agreement or any Service Agreement.

§ 3.3 The Architect shall maintain at its own expense the following insurance until termination of this Master Agreement. The Owner, its board members, officers, administrators and employees shall be named as additional insureds on a primary and non-contributory basis on such coverages, except for professional liability and worker's compensation insurance coverage. All policies of insurance shall be placed with insurance companies acceptable to the Owner, licensed to conduct business in Illinois, preferably with a Best's Key Guide Rating of at least A/IX, and shall incorporate a provision requiring the giving of written notice to the Owner at least thirty (30) days prior to insurer cancellation of such policies on which the Owner is an additional insured. The Architect shall submit valid certificates on the Acord form evidencing compliance with the coverages and limits below before the Architect commences the rendition of any services hereunder. If the Architect fails to furnish and maintain the insurance required herein, the Owner may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance. Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Agreement by any action or omission.
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Each Occurrence	$ 1,000,000.00

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:50 ET on 04/14/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

Damage to Rented Premises	$1,000,000.00
Medical EXP	$ 10,000.00
Personal & ADV Injury	$ 1,000,000.00
General Aggregate	$ 2,000,000.00
Products COMP AGG	$ 2,000,000.00

.2 Automobile Liability

Combined Single Limit	$ 1,000,000.00
Bodily Injury (Per Person)	
Bodily Injury (Per Accident)	
Property Damage (Per Accident)	

.3 Workers' Compensation

E.L Each Accident	$ 1,000,000.00
E.L. Disease - EA Employee	$ 1,000,000.00
E. L. Disease - Policy Limit	$ 1,000,000.00

.4 Professional Liability

Per Claim	$3,000,000.00
Aggregate	$2,000,000.00

.5 Umbrella Liability

EACH OCCURRENCE	$5,000,000.00
AGGREGATE	$5,000,000.00

§ 3.4 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants, including construction managers. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants and construction managers. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.6 The Architect hereby agrees to indemnify and hold harmless the Owner and its board members, and employees (collectively, the "Indemnitees") from liabilities, losses, injuries, damages and expenses, including attorney's fees recoverable under applicable law, for which the Indemnitees are found liable to a third person, by reason of any injury or damage sustained to such person, including death, or property to the extent caused by negligent errors or omissions in the rendering of professional services for which the Architect is legally liable or breach of the professional standard of care in this Agreement.

§ 3.7 It is understood and agreed that the Architect has the expertise with respect to the services to be performed under this Agreement and that any approval by the Owner of any schematic design documents, design development documents, construction documents, drawings and/or specifications is merely an approval of the general concept, but not of any of the required substance or detail. Any such approval by the Owner shall not relieve the Architect of responsibility for the preparation of all such documents in accordance with the standard of care set forth in this Agreement.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Architect may provide Additional Services after execution of a Service Order without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 9.3. The Owner's

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:50 ET on 04/14/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

obligation to make payment to the Architect for any Additional Services shall be contingent upon the Architect securing the Owner's prior written approval for such proposed additional services before commencing such services.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Intentionally deleted;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Intentionally deleted;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Intentionally deleted; or

.10 Intentionally deleted.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

§ 5.2 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.3 The Owner shall coordinate the services of its own consultants and construction managers with those services provided by the Architect. Upon the Architect's reasonable request, the Owner may in its sole discretion furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants requested by the Architect as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 Paragraph Deleted .

§ 5.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement.

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:50 ET on 04/14/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

§ 6.2 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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 6.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under the Service Agreement, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates a Service Agreement for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Agreement, shall terminate.

§ 6.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 6.3.1. The terms of this Section 6.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 8.4.

§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Agreement.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 Intentionally deleted.

§ 7.1.3 Intentionally deleted.

§ 7.2 Deleted in its entirety

§ 7.2.1 Paragraph Deleted

§ 7.2.2 Paragraph Deleted

§ 7.2.3 Paragraph Deleted

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:50 ET on 04/14/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

(3B9ADA31)

dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 7.3 of this Master Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.

§ 7.3 Deleted in its entirety
§ 7.3.1 Paragraph Deleted.

§ 7.3.1.1 Paragraph Deleted

§ 7.3.2 Paragraph Deleted .

§ 7.3.3 Paragraph Deleted.

§ 7.3.4 Deleted in its entirerty
§ 7.3.4.1 Paragraph Deleted

§ 7.3.4.2 Paragraph Deleted

§ 7.3.4.3 Paragraph Deleted

§ 7.4 Paragraph Deletedt.

ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for any properly documented expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days' written notice.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:50 ET on 04/14/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 8.5 The Owner may terminate a Service Agreement or this Master Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 8.7 In addition to any amounts paid under Section 8.6, if the Owner terminates a Service Agreement for its convenience pursuant to Section 8.5, or the Architect terminates a Service Agreement pursuant to Section 8.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Fee to be mutually agreed upon between the Owner (Rock Island - Milan School District No.41 and the Architect (IDG Architects + Partners Inc)

§ 8.8 Except as otherwise expressly provided herein, a Service Agreement shall terminate one year from the date of Substantial Completion.

§ 8.9 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

New Construction	Six Percent (6%)
Addition	Seven Percent (7%)
Renovations	Eight Percent (8%)

All percentages will be based on the Owners initial construction budget as adjusted for changes resulting from the competitive bidding process and properly approved change orders.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Exhibit A for hourly rates

Employee or Category	Rate ($0.00)

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:50 ET on 04/14/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

.1 Intentionally deleted;
.2 Intentionally deleted;
.3 Intentionally deleted;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Intentionally deleted;
.8 Intentionally deleted;
.9 Intentionally deleted;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one point five percent (1.5 %) of the expenses incurred.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

§ 9.5 Payments to the Architect

§ 9.5.1 Progress Payments

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable in accordance with the Illinois Local Government Prompt Payment Act. Amounts unpaid after that time shall be subject to the interest provisions of the *Illinois Local Government Prompt Payment Act.*

§ 9.5.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.

§ 9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner with the request for payment thereof.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Each Service Agreement shall be governed by the law of the place where the Project described in the Service Order is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3.

§ 10.2 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.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other, except that the Owner may assign a Service Agreement to a lender

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:50 ET on 04/14/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with the Service Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Agreement.

§ 10.5 Unless otherwise required in a Service Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6 Only upon receiving prior written authorization from the Owner, the Architect may include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials so long as in the Owner's sole discretion such representations do not undermine the safety and integrity of the Owner's school buildings. If allowed to use the Project in its promotional materials, the Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

§ 10.7 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written 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.

§ 10.10 For each Service Agreement, terms not defined in this Master Agreement or in the Service Order shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 11.1 The Architect shall execute certificates, in form acceptable to Owner, evidencing (1) Architect's compliance with the Illinois Human Rights Act [775 ILCS 5/1-101 et seq.] (including without limitation those provisions relating the Architect's written sexual harassment policy) and (2) Architect's compliance with the Illinois Drug Free Workplace Act [30 ILCS 580/1 et seq.]. The Architect shall comply with all statutory employment requirements where applicable.

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:50 ET on 04/14/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

§ 11.2 No failure of either the Architect or the Owner to exercise any power given in the Agreement or to insist upon strict compliance by the other party with any obligation hereunder and no custom or practice of the Owner or the Architect at variance with the terms hereof shall constitute a waiver of the right of either party to demand exact compliance with the terms of this Agreement.

§ 11.3 Notwithstanding any other provision in any Contract Document, the Owner shall not, in any manner be deemed or intended to have waived any claim by making a final payment or a progress payment of any amount.

§ 11.4 As an independent contractor of the Owner, records in the possession of the Architect related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). The Architect shall upon reasonable notice provide the Owner with any records which are not in the possession of the Owner reasonably requested by the Owner in sufficient time to respond to any FOIA request received by the Owner. The Owner will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If the Architect refuses to provide a record in its possession which is the subject of a FOIA request to the Owner and not in the Owner's possession, the Architect shall indemnify the Owner for all costs the Owner incurs related to the non-production of the Architect's record(s) related to the FOIA request and any appeal, including attorney's fees, and the Architect shall reimburse the Owner for any penalties assessed by the Illinois Attorney General or a court of competent jurisdiction related to such record(s).

§ 11.5 The Architect understands and acknowledges that its services in part, may be performed on public school property and that its employees, agents, and representatives may have direct, daily contact with school students. The Architect further understands and acknowledges that the State of Illinois requires that all employees, agents, and representatives of vendors, licensees, contractors or others having direct, daily contact with students must be subject to a criminal background check and may not be listed on the State Sex Offender Registry. The Architect agrees that it shall not knowingly send to any school building or school property any employee or agent who would be prohibited from being employed by the Owner due to a conviction of a crime listed in 105 ILCS 5/10-21.9 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. Prior to allowing any of its employees, agents, or representatives who will have direct, daily contact with students to have access to school property, the Architect agrees to make every such employee, agent, or representative available to the Owner for submitting to a fingerprint-based criminal history records check pursuant to 105 ILCS 5/10-21.9 and a check of the Illinois Sex Offender Registry and Illinois Murderer and Violent Offender Against Youth Registry. The Owner will provide a copy of any background check report it receives to the individual employee, agent, or representative, but is not authorized to and will not release any such report to the Architect. In the event Architect fails to comply with the provisions of this section and, as a result, a suit or claim is instituted by a student for harm caused by an employee, contractor or agent of Architect, then in that event, Architect agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the Owner against any such claims.

§ 11.6 Any claims arising out of this Agreement shall be brought against the contracting parties and not against any individual director, officer or employee of a party

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 12.2 This Master Agreement is comprised of the following documents identified below:

.1 AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

.2 Building Information Modeling Exhibit, if completed:

None

.3 Exhibits:
(Clearly identify any other exhibits incorporated into this Master Agreement.)

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:50 ET on 04/14/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

Exhibit A - Hourly rates

.4 Other documents:
(List other documents, if any, forming part of the Master Agreement.)

None

This Master Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
	Ben McMillan III, AIA, CEO
(Printed name and title)	*(Printed name, title, and license number, if required)*

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:50 ET on 04/14/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA31)

Additions and Deletions Report for
AIA® Document B121™ – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:15:50 ET on 04/14/2025.

PAGE 1

AGREEMENT made as of the 18th day of March in the year Two Thousand Twenty Five

...

Board of Education of Rock Island-Milan School District No. 41, Rock Island County, Illinois
2000 7th Avenue
Rock Island, Illinois 61201

...

IDG Architects + Partners
719 Main Street Suite A
Peoria, Illinois 61602

PAGE 2

TABLE OF ARTICLES

...

§ 1.1 This Master Agreement shall be effective ~~for one year after the date first written above ("Date of this Master Agreement").~~through June 30, 2026 unless terminated as provided below.

...

§ 1.3 This Master Agreement will renew on an annual basis, on ~~the day and month of the Date of this Master Agreement,~~ June 30 of each year, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

...

Superintendent
Rock Island-Milan School District No. 41
2000 7th Avenue
Rock Island, Illinois 61201
309-793-5900

Additions and Deletions Report for AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:50 ET on 04/14/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA31)

PAGE 3

Ben McMillan III, AIA
16650 Greenbriar Plaza Drive
Suite 200
Houston, Texas 77060
bmcmillan@idgarch.com
832.448.2462

...

§ 3.1 The Architect shall be properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals. The Architect shall perform its services consistent with the professional ~~skill~~ skill, diligence, competence and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement.

...

§ 3.3 The Architect shall maintain at its own expense the following insurance until termination of this Master Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 9.4.~~The Owner, its board members, officers, administrators and employees shall be named as additional insureds on a primary and non-contributory basis on such coverages, except for professional liability and worker's compensation insurance coverage. All policies of insurance shall be placed with insurance companies acceptable to the Owner, licensed to conduct business in Illinois, preferably with a Best's Key Guide Rating of at least A/IX, and shall incorporate a provision requiring the giving of written notice to the Owner at least thirty (30) days prior to insurer cancellation of such policies on which the Owner is an additional insured. The Architect shall submit valid certificates on the Acord form evidencing compliance with the coverages and limits below before the Architect commences the rendition of any services hereunder. If the Architect fails to furnish and maintain the insurance required herein, the Owner may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance. Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Agreement by any action or omission.

...

Each Occurrence $ 1,000,000.00

PAGE 4

Damage to Rented Premises $1,000,000.00

...

Medical EXP $ 10,000.00

...

Personal & ADV Injury $ 1,000,000.00

...

General Aggregate $ 2,000,000.00

Additions and Deletions Report for AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:50 ET on 04/14/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA31)

...

Products COMP AGG $ 2,000,000.00

...

Combined Single Limit $ 1,000,000.00

...

Bodily Injury (Per Person)

...

Bodily Injury (Per Accident)

...

Property Damage (Per Accident)

...

E.L Each Accident $ 1,000,000.00

...

E.L. Disease - EA Employee $ 1,000,000.00

...

E. L. Disease - Policy Limit $ 1,000,000.00

...

Per Claim $3,000,000.00

...

Aggregate $2,000,000.00

...

.5 Umbrella Liability

...

EACH OCCURRENCE $5,000,000.00

...

AGGREGATE $5,000,000.00

...

Additions and Deletions Report for AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:50 ET on 04/14/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA31)

§ 3.4 The Architect shall coordinate its services with those services provided by the Owner and the Owner's ~~consultants.~~ consultants, including construction managers. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's ~~consultants.~~ consultants and construction managers. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

...

§ 3.6 The Architect hereby agrees to indemnify and hold harmless the Owner and its board members, and employees (collectively, the "Indemnitees") from liabilities, losses, injuries, damages and expenses, including attorney's fees recoverable under applicable law, for which the Indemnitees are found liable to a third person, by reason of any injury or damage sustained to such person, including death, or property to the extent caused by negligent errors or omissions in the rendering of professional services for which the Architect is legally liable or breach of the professional standard of care in this Agreement.

...

§ 3.7 It is understood and agreed that the Architect has the expertise with respect to the services to be performed under this Agreement and that any approval by the Owner of any schematic design documents, design development documents, construction documents, drawings and/or specifications is merely an approval of the general concept, but not of any of the required substance or detail. Any such approval by the Owner shall not relieve the Architect of responsibility for the preparation of all such documents in accordance with the standard of care set forth in this Agreement.

PAGE 5

§ 4.1 The Architect may provide Additional Services after execution of a Service Order without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 9.3. The Owner's obligation to make payment to the Architect for any Additional Services shall be contingent upon the Architect securing the Owner's prior written approval for such proposed additional services before commencing such services.

...

.5 ~~Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~Intentionally deleted;

...

.7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~Intentionally deleted;

...

.9 ~~Evaluation of the qualifications of entities providing bids or proposals;~~ Intentionally deleted; or

...

.10 ~~Consultation concerning replacement of Work resulting from fire or other cause during construction.~~Intentionally deleted.

...

§ 5.3 The Owner shall coordinate the services of its own consultants and construction managers with those services provided by the Architect. Upon the Architect's ~~request, the Owner shall~~ reasonable request, the Owner may in its sole discretion furnish copies of the scope of consulting services in the contracts between the Owner and the

Additions and Deletions Report for AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:50 ET on 04/14/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA31)

Owner's consultants. The Owner shall furnish the services of consultants requested by the Architect as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

...

§ 5.4 ~~The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.~~Paragraph Deleted .

PAGE 6

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable ~~law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner.~~ law. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

...

§ 7.1.2 ~~To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~Intentionally deleted.

...

§ 7.1.3 ~~The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement, except as specifically provided in Section 8.6.~~Intentionally deleted.

...

§ 7.2 ~~Mediation~~Deleted in its entirety

...

§ 7.2.1 ~~Any claim, dispute or other matter in question arising out of or related to a Service Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~Paragraph Deleted

...

§ 7.2.2 ~~The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of~~

Additions and Deletions Report for AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:50 ET on 04/14/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA31)

~~this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~Paragraph Deleted

...

§ 7.2.3 ~~The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~Paragraph Deleted

PAGE 7

[**X**] Litigation in a court of competent jurisdiction

...

§ 7.3 ~~Arbitration~~Deleted in its entirety

...

§ 7.3.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, dispute or other matter in question arising out of or related to a Service Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Master Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration.~~Paragraph Deleted.

...

§ 7.3.1.1 ~~A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~Paragraph Deleted

...

§ 7.3.2 ~~The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~**Paragraph Deleted** .

...

§ 7.3.3 ~~The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~Paragraph Deleted.

...

§ 7.3.4 ~~Consolidation or Joinder~~Deleted in its entirerty

Additions and Deletions Report for AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:50 ET on 04/14/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA31)

...

§ 7.3.4.1 ~~Either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~Paragraph Deleted

...

§ 7.3.4.2 ~~Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~Paragraph Deleted

...

§ 7.3.4.3 ~~The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Master Agreement.~~Paragraph Deleted

...

§ 7.4 ~~The provisions of this Article 7 shall survive the termination of a Service Agreement.~~Paragraph Deletedt.

...

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for any properly documented expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

PAGE 8

§ 8.5 The Owner may terminate a Service Agreement or this Master Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

...

None.

...

Fee to be mutually agreed upon between the Owner (Rock Island - Milan School District No.41 and the Architect (IDG Architects + Partners Inc)

...

New Construction Six Percent (6%)

...

Addition Seven Percent (7%)

Additions and Deletions Report for AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:50 ET on 04/14/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA31)

...

Renovations Eight Percent (8%)

...

All percentages will be based on the Owners initial construction budget as adjusted for changes resulting from the competitive bidding process and properly approved change orders.

...

See attached Exhibit A for hourly rates

PAGE 9

.1 ~~Transportation and authorized out-of-town travel and subsistence;~~Intentionally deleted;

...

.2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~Intentionally deleted;

...

.3 ~~Permitting and other fees required by authorities having jurisdiction over the Project;~~Intentionally deleted;

...

.7 ~~Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~Intentionally deleted;

...

.8 ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or the Architect's consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;~~Intentionally deleted;

...

.9 ~~All taxes levied on professional services and on reimbursable expenses;~~Intentionally deleted;

...

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one point five percent (1.5 %) of the expenses incurred.

...

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable ~~upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the~~

Additions and Deletions Report for AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:50 ET on 04/14/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA31)

~~absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~in accordance with the Illinois Local Government Prompt Payment Act. Amounts unpaid after that time shall be subject to the interest provisions of the

...

~~*(Insert rate of monthly or annual interest agreed upon.)*~~*Illinois Local Government Prompt Payment Act.*

...

~~%~~

...

§ 9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be ~~available to the Owner at mutually convenient times.~~provided to the Owner with the request for payment thereof.

PAGE 10

§ 10.6 ~~The Architect shall have the right to~~ Only upon receiving prior written authorization from the Owner, the Architect may include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional ~~materials. The~~ materials so long as in the Owner's sole discretion such representations do not undermine the safety and integrity of the Owner's school buildings. If allowed to use the Project in its promotional materials, the Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary ~~information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary.~~ information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

...

§ 11.1 The Architect shall execute certificates, in form acceptable to Owner, evidencing (1) Architect's compliance with the Illinois Human Rights Act [775 ILCS 5/1-101 et seq.] (including without limitation those provisions relating the Architect's written sexual harassment policy) and (2) Architect's compliance with the Illinois Drug Free Workplace Act [30 ILCS 580/1 et seq.]. The Architect shall comply with all statutory employment requirements where applicable.

§ 11.2 No failure of either the Architect or the Owner to exercise any power given in the Agreement or to insist upon strict compliance by the other party with any obligation hereunder and no custom or practice of the Owner or the Architect at variance with the terms hereof shall constitute a waiver of the right of either party to demand exact compliance with the terms of this Agreement.

§ 11.3 Notwithstanding any other provision in any Contract Document, the Owner shall not, in any manner be deemed or intended to have waived any claim by making a final payment or a progress payment of any amount.

§ 11.4 As an independent contractor of the Owner, records in the possession of the Architect related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). The Architect shall upon reasonable notice provide the Owner with any records which are not in the possession of the Owner reasonably requested by the Owner in sufficient time to respond to any FOIA request received by the Owner. The Owner will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If the Architect refuses to provide a record in its possession which is the subject of a FOIA request to the Owner and not in the Owner's possession, the Architect shall indemnify the Owner for all costs the Owner incurs related to the non-production of the Architect's record(s)

Additions and Deletions Report for AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:50 ET on 04/14/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA31)

related to the FOIA request and any appeal, including attorney's fees, and the Architect shall reimburse the Owner for any penalties assessed by the Illinois Attorney General or a court of competent jurisdiction related to such record(s).

§ 11.5 The Architect understands and acknowledges that its services in part, may be performed on public school property and that its employees, agents, and representatives may have direct, daily contact with school students. The Architect further understands and acknowledges that the State of Illinois requires that all employees, agents, and representatives of vendors, licensees, contractors or others having direct, daily contact with students must be subject to a criminal background check and may not be listed on the State Sex Offender Registry. The Architect agrees that it shall not knowingly send to any school building or school property any employee or agent who would be prohibited from being employed by the Owner due to a conviction of a crime listed in 105 ILCS 5/10-21.9 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. Prior to allowing any of its employees, agents, or representatives who will have direct, daily contact with students to have access to school property, the Architect agrees to make every such employee, agent, or representative available to the Owner for submitting to a fingerprint-based criminal history records check pursuant to 105 ILCS 5/10-21.9 and a check of the Illinois Sex Offender Registry and Illinois Murderer and Violent Offender Against Youth Registry. The Owner will provide a copy of any background check report it receives to the individual employee, agent, or representative, but is not authorized to and will not release any such report to the Architect. In the event Architect fails to comply with the provisions of this section and, as a result, a suit or claim is instituted by a student for harm caused by an employee, contractor or agent of Architect, then in that event, Architect agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the Owner against any such claims.

§ 11.6 Any claims arising out of this Agreement shall be brought against the contracting parties and not against any individual director, officer or employee of a party

PAGE 11

None

PAGE 12

Exhibit A - Hourly rates

...

None

...

Ben McMillan III, AIA, CEO

Additions and Deletions Report for AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:50 ET on 04/14/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA31)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:15:50 ET on 04/14/2025 under Order No. 4104250208 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B121™ - 2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

AIA Document D401 – 2003. Copyright © 1992 and 2003. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:15:50 ET on 04/14/2025 under Order No.4104250208 which expires on 05/15/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADA31)

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Annaka Whiting, CFO
Date: April 22, 2025
Re: Recommendation for Construction Management Services

On February 8th, a Request for Qualifications (RFQ) for Construction Management Services was issued. Five responses were received from interested firms. A selection committee was formed to review and evaluate the submitted proposals.

After a thorough evaluation of each firm's qualifications, including their capacity to manage projects included in the facilities management plan, their past experience in delivering successful outcomes, and their professional rates, the selection committee has recommended Russell Construction. Their expertise, proven track record, and competitive pricing make them the most suitable choice for the District's needs.

The purpose of a construction management firm is to provide professional oversight and coordination throughout the entire construction process. This includes managing project schedules, budgets, contracts, and ensuring compliance with safety and quality standards. A construction management firm serves as a liaison between the District, contractors, and other stakeholders, ensuring that projects are completed efficiently, on time, and within budget. Russell Construction will bring valuable insight, management efficiency, and the experience necessary to ensure the successful execution of our upcoming projects.

It is recommended that the Board of Education approve staff to enter into an agreement with Russell Construction, 4700 East 53rd Street, Davenport, IA 52807, for construction management services.

Investment Period: N/A
Total Investment: Based on project costs
Funding Source: Capital Improvement/Series 2025 Bond Proceeds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

AIA® Document A133® – 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 with a Guaranteed Maximum Price

AGREEMENT made as of the 28th day of March in the year 2025
(In words, indicate day, month, and year.)

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

Rock Island – Milan SD 41
2000 7th Avenue
Rock Island, IL 61201

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

Russell Construction Co., Inc.
4700 E. 53rd Street
Davenport, IA 52807
563.459.4600 Office

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

Refer to Exhibit E "Project List"

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

Cordogan Clark
960 Ridgeway Ave.
Aurora, IL 60506
p : (630) 896-4678
f : (630) 896-4987
aurora@cordoganclark.com

AND

IDG + Architects
440 Benmar Dr Suite 3335
Houston, TX 77060
(832) 448-2462
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.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:50 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1111913778)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 GENERAL PROVISIONS

3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

4 OWNER'S RESPONSIBILITIES

5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

7 COST OF THE WORK FOR CONSTRUCTION PHASE

8 DISCOUNTS, REBATES, AND REFUNDS

9 SUBCONTRACTS AND OTHER AGREEMENTS

10 ACCOUNTING RECORDS

11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

12 DISPUTE RESOLUTION

13 TERMINATION OR SUSPENSION

14 MISCELLANEOUS PROVISIONS

15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE AND BONDS
EXHIBIT C LABOR RATES
EXHIBIT D WEATHER
EXHIBIT E PROJECT LIST

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(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.)

These projects listed in Exhibit E are considered Phase 1 of the plan and the Board may suspend or terminate any project at any stage up to and including following receipt of bids. RIMSD 41 issued a Series 2025 bond in the amount of $55,000,000 to assist in the following projects. Construction Management Services may not be required for every project; however the overall understanding of RIMSD 41's needs is essential for ensuring a cohesive and collaborative effort throughout.

§ 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.)

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:50 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1111913778)

see Exhibit E

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

The Owner's preliminary budget for all projects is Fifty-Five Million Dollars ($55,000,000.00). This budget is subject to adjustment by mutual agreement of the Owner and Construction Manager

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

.1 Design phase milestone dates, if any:

To be determined by mutual agreement of Owner and Construction Manager

.2 Construction commencement date:

To be determined by mutual agreement of Owner and Construction Manager

.3 Substantial Completion date or dates:

To be determined by mutual agreement of Owner and Construction Manager

.4 Other milestone dates:

To be determined by mutual agreement of Owner and Construction Manager

§ 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.)

N/A

§ 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.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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

N/A

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

Rock Island – Milan SD 41
Attn: Annaka Whiting
2000 7th Avenue
Rock Island, IL 61201

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:50 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1111913778)

§ 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.)

Cordogan Clark
960 Ridgeway Ave.
Aurora, IL 60506
p : (630) 896-4678
f : (630) 896-4987
aurora@cordoganclark.com

AND

IDG + Architects
440 Benmar Dr Suite 3335
Houston, TX 77060
(832) 448-2462

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

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

TBD

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

TBD

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

Cordogan Clark
960 Ridgeway Ave.
Aurora, IL 60506
p : (630) 896-4678
f : (630) 896-4987
aurora@cordoganclark.com
AND

IDG + Architects
440 Benmar Dr Suite 3335
Houston, TX 77060

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:50 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1111913778)

(832) 448-2462

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

Russell Construction Co., Inc.
Attn: Wendy Rouse
4700 E. 53rd Street
Davenport, IA 52807

§ 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.)

N/A

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

N/A

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

N/A

§ 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 Owner shall adjust the Owner's budget for the Guaranteed Maximum Price 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

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. 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 Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this 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

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:50 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1111913778)

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, 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. All references to the AIA Document A201™–2017 shall mean the amended version thereof.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

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 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 as may be included as part of the Guaranteed Maximum Price. 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 Architect on proposed site use and improvements, selection of materials, 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.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:50 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1111913778)

§ 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 Guaranteed Maximum Price proposal; 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 Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. 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.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:50 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1111913778)

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 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 establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, 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 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.)

N/A

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes 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 by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:50 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1111913778)

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. 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 agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 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 thirty (30) days after the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to written acceptance of the Guaranteed Maximum Price proposal, 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 execution of the Guaranteed Maximum Price Amendment.

§ 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 execution of the Guaranteed Maximum Price Amendment, 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.

§ 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.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:50 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1111913778)

shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

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 execution of the Guaranteed Maximum Price Amendment, 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 execution of the Guaranteed Maximum Price Amendment, 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 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.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 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

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:50 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1111913778)

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, 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.)

During the Preconstruction Phase, Construction Manager shall be reimbursed for staff time based on hourly rates in Exhibit C plus the Construction Manager's General Liability Insurance defined in Section 7.6.1 and Construction Manager's Fee defined in Section 6.1.2

§ 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.)

Pursuant to Exhibit C Labor Rates

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.

§ 5.1.3 INTENTIONALLY OMITTED

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of prime plus four percent (4%), or at the legal rate prevailing from time to time at the place where the Project is located, whichever is greater.

(Paragraph deleted)

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 execution of the Guaranteed Maximum Price Amendment. 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.)

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:50 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1111913778)

Construction Manager's Fee shall be calculated based upon the 12-month (annual) construction spend pursuant to the following Construction Manager Fee tiers:

Annual GMP total less than $8,000,000 = 2.00% of the Cost of the Work
Annual GMP total between $8,000,000 and $12,000,000 = 1.50% of the Cost of the Work
Annual GMP total more than $12,000,000 = 1.25% of the Cost of the Work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

For Changes in the Work, the Construction Manager's Fee shall be pursuant to the fee schedule in Section 6.1.2 above for add changes and zero percent (0%) for deduct changes. Notwithstanding any language within the Contract Documents to the contrary, in no event shall Construction Manager's Fee be less than the specified in Section 6.1.2 herein. In the event Construction Manager's Fee is increased due to Change Orders, Construction Manager's Fee shall not be less than the increased fee.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

N/A

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred ten percent (110 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.2.1 At the time of Final Completion of the Work, the cost savings shall be returned one hundred percent (100%) to Owner.

§ 6.3 Changes in the Work

§ 6.3.1 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.

§ 6.3.1.1 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.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 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.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:50 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1111913778)

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 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, and the Guaranteed Maximum Price shall be adjusted accordingly.

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.

§ 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 rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing services related to the Work, with the Owner's prior approval.

§ 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.)

pursuant to Exhibit C Labor Rates

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs 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, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 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.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:50 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1111913778)

§ 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, 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. 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 including the cost for General Liability Insurance at a rate of $10.30 per $1,000.00.

§ 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.

§ 7.6.2 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 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 or subject to the Guaranteed Maximum Price.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:50 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1111913778)

§ 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.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, 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 gross 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; or (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;

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:50 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1111913778)

.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 to 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;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase.

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, refunds, and amounts received from sales of surplus materials and equipment 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, subject to Section 9.1.1, 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.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 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, 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

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:50 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1111913778)

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.

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.

§ 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 Architect not later than the 8th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 20th day of the following 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 twenty (20) 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 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 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 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:

§ 11.1.7.1 The amount of each progress payment shall first include:

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:50 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1111913778)

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 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 included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 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; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, 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.)

Five (5%) percent

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Bonds, design/consultant costs, fee, general conditions, insurance, materials purchased by Construction Manager, permits and plan review fees.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

N/A

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, 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 11.1.8. 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.)

N/A

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:50 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1111913778)

§ 11.1.9 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.

§ 11.1.10 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.

§ 11.1.11 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.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to 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.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, including all retainage, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, 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 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:

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:50 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1111913778)

§ 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, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 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.)

prime plus four percent 4%

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 subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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 Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:50 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1111913778)

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, 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.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, 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 under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.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.

§ 13.1.6 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 13.1.5.1. 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.

§ 13.1.6.1 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 Execution of the Guaranteed Maximum Price Amendment

§ 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 the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.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' Fee is stated as a fixed sum in that Section, an

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:50 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1111913778)

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.

§ 13.2.2.2 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 13.2.2.1.1. 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.

§ 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.)

Contractor shall be entitled to recover from Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including demobilization costs plus overhead and profit.

§ 13.3 Suspension

The Work may be suspended or terminated by convenience by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in, as applicable, Article 14 of AIA Document A201–2017, and the increase shall include any costs incurred due to Owner authorized and/or costs incurred due to unrecoverable cancellation of orders, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement 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, without consent of the Construction Manager, assign the Contract 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

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:50 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1111913778)

§ 14.3.1.1 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices 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.

§ 14.3.1.2 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–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 with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise 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.)

N/A

§ 14.5 Other provisions:

N/A

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.

§ 15.1.1 It is understood and agreed that the cost over-runs from one line item within the schedule of values can be offset by cost savings from another line item within the schedule of values, provided however, line items that are considered allowance shall not be subject to offset.

§15.1.2 Any personnel listed in attached Exhibit C of this Agreement, wherever stationed, shall be included in the Cost of the Work per Article 7.

§15.1.3 Within thirty (30) days of the earliest of the following events to occur for each phase of the Work, Construction Manager shall submit to Owner a pay request inclusive of retainage: (1) Owner occupancy, (2) issuance of temporary Certificate of Occupancy, or (3) issuance of a final Certificate of Occupancy. Within twenty (20) days of receipt of said pay request, Owner shall pay to Construction Manager the amount requested including retainage, less one hundred and twenty-five percent (125%) of the value of any outstanding punch list items. Amounts withheld because of outstanding punch list items will be released as the items are completed. Payment under this provision shall be made even if outstanding Change Orders, Change Order Requests, or Change Order Work exist on or after issuance of a temporary or final Certificate of Occupancy or Owner Occupancy.

§15.1.4 Owner and Construction Manager agree to the following punch list procedure for each phase of the Work:

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:50 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1111913778)

a. Before the earlier of Owner occupancy, issuance of temporary Certificate of Occupancy, or issuance of a final Certificate of Occupancy, Owner's designated representative(s) shall prepare one original interior and exterior punch list (hereinafter referred to as "Original Punch List").
b. Upon receipt of the Original Punch List, Construction Manager shall commence with completion of the items identified on the Original Punch List:
c. Within seven (7) calendar days after receiving notice by Construction Manager that the Original Punch List has been completed, Owner will re-inspect to confirm the Original Punch List items have been completed.
d. New items shall not be added to the Original Punch List at any time except for items that are substantial (i.e. no hot water) and thus were obviously missed during the creation of the Original Punch List.
e. Any item(s) not included on the Original Punch List shall be considered warranty items; and;
f. Warranty items shall not be considered as outstanding punch list items and thus shall not delay Construction Manager's payment under Section 11.2 of the Agreement.

§15.1.5 It is agreed and understood that the provision of this Section 15.1 and Exhibits shall control in the event of any discrepancy between such provisions and other provisions of the Contract Documents, including this Agreement.

§15.1.6 For each phase of the Work, it is agreed that issuance of a temporary or final Certificate of Occupancy, or Owner occupancy, shall constitute Substantial Completion.

§15.1.7 Owner shall cause Architect to return all submittals (i.e. shop drawings) to Construction Manager within five (5) working days of the date received from Construction Manager.

§15.1.8 All electronic documents, including but not limited to CAD drawings, shall be provided to Construction Manager upon request at no cost to Construction manager.

§15.1.9 Within fourteen (14) calendar days of Construction Manager providing documentation to Owner that it has experienced a delay, as identified in Section 8.3.1 of the A201 or in Exhibit D, Owner shall issue a Change Order extending the Substantial Completion date to appropriately account for the impact of such delay. The Change Order shall also provide the reimbursement to Construction Manager for any substantial costs incurred by Contractor as a result of the delay

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–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 with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended.

. Other Exhibits:

EXHIBIT C LABOR RATES
EXHIBIT D WEATHER
EXHIBIT E PROJECT LIST

(Paragraph deleted)

(Table deleted)

.5 Other documents, if any, listed below:

(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.)

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:20:42 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1464429638)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Annaka Whiting, Chief Financial Officer	Brian Harry Vice President of Operations
(Printed name and title)	*(Printed name and title)*

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:50 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1111913778)

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

To be determined by mutual agreement of Owner and Construction Manager

THE OWNER:
(Name, legal status and address)

Rock Island – Milan SD 41
2000 7th Avenue
Rock Island, IL 61201

THE ARCHITECT:
(Name, legal status and address)

Cordogan Clark
960 Ridgeway Ave.
Aurora, IL 60506
p : (630) 896-4678
f : (630) 896-4987
aurora@cordoganclark.com

AND

IDG + Architects
440 Benmar Dr Suite 3335
Houston, TX 77060
(832) 448-2462

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.

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. “The American Institute of Architects,” “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.4**
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal
Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Permits, Fees, Notices and Compliance with Laws
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, 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. 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 Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract 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.

In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) this Agreement; (c) subject to language to the contrary, the drawings (large scale governing over small scale), specifications, and addenda issued and acknowledged before Agreement execution or signed by both Parties; (d) information furnished by Owner pursuant to this Agreement and/or designated as a Contract Document; (e) other Contract Documents listed in this Agreement. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, 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 the Contract Documents 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.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

§ 1.1.8 Initial Decision Maker
The Initial Decision Maker is the person identified in the 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.

§ 1.2 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 Contract 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.

§ 1.2.2 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 with read receipts requested.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery, or by electronic transmission, read receipt requested.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

§ 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, 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 and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, 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.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 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.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its lenders, employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 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. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 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 is the person or entity identified as such in the 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 writing 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.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

§ 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.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract 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 or made known to 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 or made known to the Contractor as a request for information in such form as the Architect may require.

§ 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, except to the extent any of the same are designated and/or specified by the Architect. 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. 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 and said alternatives shall control in the event of any contradiction within the Contract Documents.

§ 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.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

§ 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.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, 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.

§ 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's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 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 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 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 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for,

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

performance of any part of the Work, will recommend that 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;
- **.2** 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.

§ 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 Contract, 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 Contractor may revise the schedule in its discretion and without prior notice

§ 3.10.2 The Contractor, promptly after being awarded the Contract 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

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

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.

§ 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.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

§ 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 Architect.

§ 3.13 Use of Site

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. The Owner shall allow the Contractor to have access to the Project site unless prohibited by governmental authorities. If Owner suspends work which is not prohibited by governmental authorities, such suspension shall be treated as a Suspension for Convenience under §14.3.

§ 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 keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. 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.

§ 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.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

§ 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, or actuallyknown to, 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, and its agents and employees 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.

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 Agreement.

§ 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, except as provided in Section 3.3.1.

§ 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.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

§ 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.

§ 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 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, unless otherwise specifically stated by the Architect, 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.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

§ 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. 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 14-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.

§ 5.3 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. 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, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a 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 Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. Owner shall provide Contractor a copy of any separate contracts upon Contractor's request. If the Contractor claims that delay or additional cost is involved because of such action by Owner, the Contractor shall make such Claim as provided in Article 15.

§ 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 Notwithstanding anything to the contrary herein, all work performed by Owner's own forces or Separate Contractors shall be at their own respective risk. Furthermore, each shall indemnify Contractor for all claims, losses and damages resulting from or arising out of their work when not performed in accordance with Contractor's scheduled working hours, safety plan or performed without Contractor's knowledge or participation. Owner shall require all Separate Contractors to include said indemnification in their contracts for the work.

§ 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.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

§ 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 prior to proceeding with the Work shall not 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 patent.

§ 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.

§ 6.3 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 Contract, 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, Contractor, and Architect. 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.

§ 7.3 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.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

§ 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;

.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:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable 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.

§ 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.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

§ 7.4 Minor Changes in the Work

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 shall be made with the written consent of 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.

§7.5 Material Price Escalation. The pricing contained in the Contract Sum/GMP is based on estimates that include costs of materials at current market rates, and the parties are unaware of any current industry-wide material cost increases or supply chain issues. Notwithstanding any provision herein to the contrary, in the event that during the performance of this Agreement, the cost of goods, either in base price or through an increase in trade tariffs, increases five percent (5%) or more than the costs included in the Contract Sum/GMP, through no fault of Contractor, the Contract Sum/GMP under this Agreement shall be equitably adjusted by agreed Change Order, in an amount reasonably necessary to cover such increases. Contractor shall procure the goods as soon as reasonably practicable in order to avoid any increase in prices. Contractor shall immediately notify Owner in writing of the increased costs and the source of the goods supported by invoices, bills of sale, pricing sheets, work orders, and other documentation to substantiate such notice.

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 Agreement.

§ 8.1.3 The date of Substantial Completion is the date established in Section 9.8.1.

§ 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.

§ 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 Completion 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 any employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, acts of governmental authorities, adverse weather conditions as set forth in Exhibit "D", or other causes beyond the Contractor's control; (4) by diseases, viruses, epidemics or pandemics, including those related to COVID-19, whether such event causes labor shortages, an inability to access the Project site, disruptions in supply chains or other disruptions which impact the Construction Schedule; (5) by delay authorized by the Owner pending mediation and binding dispute resolution; or (6) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.1.1 Owner and Contractor acknowledge and agree that any material, labor or other construction-related shortages or delays arising out of or relating to COVID-19 shall result in an equitable extension of the Contract Time, provided that such delays are documented and proper notice is given in accordance with the terms contained herein.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 If Contractor incurs additional costs as a result of a delay that is caused by items set forth in Section 8.3.1 above, including COVID-19, Contractor shall be entitled to an equitable adjustment in the Contract Sum.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 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 shall be equitably adjusted.

§ 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. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent 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 as required by the Contract Documents, such as copies of requisitions, and releases and waivers of liens from first-tier 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 covered by 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.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

§ 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.

§ 9.5 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 properly to Subcontractors or suppliers for 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 either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party 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.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

§ 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 The Contractor shall 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.

§ 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.

§ 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. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 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.

§ 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

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

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.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion establishing that Owner is responsible for security, maintenance, heat, utilities, damage to the Work and insurance as such relates to that portion of the Work deemed Substantially Complete. The Certificate of Substantial Completion also shall fix the time with 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, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 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 or will be promptly made upon receipt of final payment from Owner, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

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 as required in the Contract Documents, 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 or by law. 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 reasonable payments that the Owner has made to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 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;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 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 Contract.

§ 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 and other persons who may be affected thereby;
- **.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, walks, 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 danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

§ 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 Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. 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 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 shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 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.

§ 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. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them 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 in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, 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), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

§ 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 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.

§ 10.4 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.

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 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.

§ 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 three (3) 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 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 Agreement or elsewhere in the Contract Documents. The Owner 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 Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, 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

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, 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 Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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 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.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 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 or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner 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 Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner 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 Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner 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.

§ 12.2.2 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 after the date for commencement of warranties established under Section 9.9.1, 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. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. 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 2.5.

Notwithstanding anything to the contrary herein, or elsewhere in the Contract Documents, Contractor shall have no obligation to perform any warranty work following Final Completion unless and until Owner makes final payments to Contractor of all undisputed amounts applied for and owed in accordance with the applicable payment provisions of the Contract Documents.

§ 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.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

§ 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 place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 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 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.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract 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.

§ 13.3 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

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

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

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of prime plus four percent (4%), or at the legal rate prevailing from time to time at the place where the Project is located, whichever is greater.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract 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 the Contract 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 Contract 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 the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

.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 the Contract 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.

§ 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 the Contract 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 properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

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 Contract. 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 shall 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 Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and 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.

§ 15.1.6 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 Contract. 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

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

.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 damages, when applicable, in accordance with the requirements of the Contract Documents.

If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work, then Contractor shall make a Claim for said compensable delays and shall be entitled to additional Contract Time and an increase in the Contract Sum, following notice of Claim in accordance with 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 demand mediation and 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 to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 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.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:04:09 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1968719915)

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of in the year , is incorporated into the accompanying AIA Document A133™–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 with a Guaranteed Maximum Price dated the day of in the year (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

To be determined by mutual agreement of Owner and Construction Manager

THE OWNER:
(Name, legal status, and address)

Rock Island – Milan SD 41
2000 7th Avenue
Rock Island, IL 61201

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Russell Construction Co., Inc.
4700 E. 53rd Street
Davenport, IA 52807
563.459.4600 Office

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ($), subject to additions and deductions by Change Order as provided in the Contract Documents.

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.

Init.
/
AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:05:21 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (2051438417)

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion
§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:05:21 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (2051438417)

[ ] By the following date:

§ A.2.3.2 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:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:05:21 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (2051438417)

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement 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 A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:05:21 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (2051438417)

AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 28th day of March in the year 2025
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

To be determined by mutual agreement of Owner and Construction Manager

THE OWNER:
(Name, legal status, and address)

Rock Island – Milan SD 41
2000 7th Avenue
Rock Island, IL 61201

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Russell Construction Co., Inc.
4700 E. 53rd Street
Davenport, IA 52807
563.459.4600 Office

TABLE OF ARTICLES

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.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 B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.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 A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

AIA Document A133 – 2019 Exhibit B. Copyright © 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:06:03 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

§ B.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance
§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.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 "all-risks" completed value or equivalent 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 B.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.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. 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

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.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

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.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.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.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.

§ B.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 B.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.

§ B.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 B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

AIA Document A133 – 2019 Exhibit B. Copyright © 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:06:03 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1349546311)

§ B.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below. In the event the Owner chooses not to purchase any or all of these additional coverages or purchase insufficient limits, the owner agrees to indemnify the Construction Manager except to the extent of Subcontractors negligence.

(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.)

[ ] **§ B.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.

[ ] **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ B.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.

[ ] **§ B.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.

[ ] **§ B.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.

[ ] **§ B.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.

[ ] **§ B.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.

AIA Document A133 – 2019 Exhibit B. Copyright © 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:06:03 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1349546311)

§ B.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.)

[ ] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[ ] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
§ B.3.1 General
§ B.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 B.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 B.3.2.1 and Section B.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.

§ B.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.

§ B.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 in whole or in part 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 in whole or in part 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 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.

§ B.3.2 Construction Manager's Required Insurance Coverage
§ B.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.)

§ B.3.2.2 Commercial General Liability
§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars ($ 1,000,000.00) each occurrence, Two Million Dollars ($ 2,000,000.00) general

AIA Document A133 – 2019 Exhibit B. Copyright © 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:06:03 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1349546311)

aggregate, and Two Million Dollars ($ 2,000,000.00) 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.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.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.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars ($ 1,000,000.00) per 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.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General 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 B.3.2.2 and B.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.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

§ B.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

§ B.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 Two Million Dollars ($ 2,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate.

AIA Document A133 – 2019 Exhibit B. Copyright © 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:06:03 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1349546311)

§ B.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 Two Million Dollars ($ 2,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Two Million Dollars ($ 2,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate.

§ B.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.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.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.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.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.)

[ ] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.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 shall 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 B.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.)

[ ] **§ B.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.

[ ] **§ B.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.

[ ] **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the

AIA Document A133 – 2019 Exhibit B. Copyright © 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:06:03 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1349546311)

construction site on an "all-risks" completed value form.

[ ] **§ B.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.

[ ] **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ B.3.4 Performance Bond and Payment Bond
The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	To be determined
Performance Bond	To be determined

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 B.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

AIA Document A133 – 2019 Exhibit B. Copyright © 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:06:03 ET on 03/28/2025 under Order No.3104242766 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1349546311)

Rock Island – Milan SD 41
Exhibit C
Labor Rates
March 25, 2025

STAFF HOURLY RATES FOR ALL PROJECT STAFF

DESCRIPTION	2025 RATE	DESCRIPTION	2025 RATE	DESCRIPTION	2025 RATE
Assistant Superintendent	$116.00	Project Coordinator	$78.00	Senior Estimator	$146.00
Carpenter Journeyman	$103.00	Preconstruction Engineer	$95.00	Senior MEP Manager	$146.00
Director of Self-Perform	$144.00	Preconstruction Manager	$116.00	Senior Preconstruction Manager	$146.00
Estimator	$116.00	Preconstruction Executive	$164.00	Senior Project Manager	$146.00
Field Engineer	$95.00	Project Engineer	$95.00	Senior Superintendent	$151.00
General Superintendent	$151.00	Project Manager	$116.00	Superintendent	$144.00
MEP Manager	$116.00	Project Executive	$164.00	Director of VDC	$146.00
		Safety Director	$116.00		

***Rates valid through 12/31/2025. Annual escalation will be applied for subsequent years*

Labor rates are subject to a 5% increase each subsequent calendar year with the exception of those individuals subject to collective bargaining agreements. Individuals subject to collective bargaining agreements will adjust per these agreements.

Labor rates are subject to overtime/double time.

Rock Island – Milan SD 41
Exhibit D
Weather
March 25, 2025

If weather events, including but not limited to the following, delay any aspect of the Project's critical path by four (4) hours or more, the Project's date of Substantial Completion shall be extended as indicated:

- 0.25 inches or more of rain during a workday shall extend the Project's date of Substantial Completion by one (1) workday.
- 2 inches or more of snow during a workday shall extend the Project's date of Substantial Completion by one (1) workday.
- 12 inches or more of snow in any twenty-four (24) hour period shall extend the Project's date of Substantial Completion by two (2) workdays.
- 0.1 inches or more of freezing rain and/or ice in any twenty-four (24) hour period shall extend the Project's date of Substantial Completion by one (1) workday.
- Temperature or wind chill of twenty (20) degrees or below during a workday shall extend the Project's date of Substantial Completion by one (1) workday.
- If drying time is required for soil stabilization due to rain, ice, sleet or snow, then the Project's date of Substantial Completion shall be extended by the number of workdays delayed.
- If wind conditions delay structural erection or enclosure installation, then the Project's date of Substantial Completion shall be extended by the number of workdays delayed
- If the presence of lightning prohibits structural work or installation of any metal-related material, then the Project's date of Substantial Completion shall be extended by the number of workdays delayed.

Additionally, if delivery of materials is delayed by weather, including the weather described above, and such delay impacts the Project's critical path, then the date of Substantial Completion shall be extended for a period of time equivalent to the delay.

All costs incurred by Construction Manager due to the foregoing events shall be reimbursed to Construction Manager via change order.

Rock Island – Milan SD 41
Exhibit E
Project List
March 25, 2025

School	Description
Washington	Concrete roof, walls, and floor are deteriorating in old coal room.
Rock Island High School	Replace Cafeteria Flooring
Edison	Renovation for secure entry.
Washington	Renovation for secure entry.
Denkmann	Masonry Tuckpointing
Rock Island Academy	Masonry Tuckpointing
Rock Island Academy	Repair Masonry Wall Deficiencies
Thurgood Marshall	Investigate Wall Cracking and Water in Ceiling in Storage
Thurgood Marshall	Investigate Water Infiltration in Media Center
Thurgood Marshall	Repair Masonry Wall Deficiencies
Denkmann	Replace Roof
Rock Island High School	Replace building controls.
Earl Hanson	Replace Fire Alarm System
Earl Hanson	Replace and Add Exterior Lighting

Earl Hanson	Replace and Add Electrical Receptacles and Replace Electrical Fused Switch Boards
Ridgewood	Replace Fire Alarm System
Ridgewood	Replace Exterior Lighting
Ridgewood	Replace and Add Electrical Receptacles
Thomas Jefferson	Replace Fire Alarm System
Thomas Jefferson	Replace and Add Electrical Receptacles
Rock Island High School	Investigate Water Infiltration in Sub-Basement
Rock Island High School	Investigate Water Infiltration in Health Classrooms
Rock Island High School	Build New Swimming Pool
Rock Island High School	Renovate Existing Pool to New Program
Rock Island High School	Replace Chilled Water Pumps
Rock Island High School	Renovate Band/Orchestra and Address Moisture Issues
Rock Island High School	Update Welding Lab
Horace Mann	Masonry Tuckpointing
Horace Mann	Water Infiltration at main entry canopy and storefront. Likely a flashing issue outside at the roof level.
Horace Mann	Repair Masonry Wall Deficiencies
Horace Mann	EIFS Repairs
Eugene Field	Repair Masonry Wall Deficiencies
Frances Willard	Masonry Tuckpointing
Longfellow	Masonry Tuckpointing
Longfellow	Repair Masonry Wall Deficiencies
Longfellow	Replace Masonry Beam
Thomas Jefferson	Masonry Tuckpointing
Thomas Jefferson	Repair Masonry Wall Deficiencies
Edison	Masonry Tuckpointing
Edison	Repair Masonry Wall Deficiencies
Horace Mann	Parking Lot & Playground Paving Replacement and Add Special Education Play
Center for Math and Science	Add Lighting in Parking Lot
Center for Math and Science	Replace Entry Sidewalk and Curb and add Bollards, Replace Perimeter Fencing, Replace Grass with Alternate Groundcover
Denkmann	Replace West Hard Surface Play & Repair Parking Lot Damages, Replace Sidewalks, Add New Drop-Off Lane and ADA Accessibility at Main Entry
Earl Hanson	Replace Parking Lot & Playground Paving, Remove Concrete from Sidewalk and Provide Drainage to prevent Building Flooding
Eugene Field	Parking Lot, Playground Paving Replacement & Fence Replacement, Replace Basement Access Stair and Reseed Playfields
Frances Willard	Parking Lot, Playground Paving Replacement & Fence Replacement
Longfellow	Add Additional Parking, Sidewalk Replacement & Fence Replacement
Thurgood Marshall	Parking Lot, Playground Paving Replacement & Fence Replacement
Rock Island High School	Replace Windows Throughout
Horace Mann	Replace Door Hardware Throughout
Center for Math and Science	Replace Door Hardware Throughout
Denkmann	Replace Door Hardware Throughout
Earl Hanson	Replace Door Hardware Throughout
Eugene Field	Replace Door Hardware Throughout
Frances Willard	Replace Door Hardware Throughout
Longfellow	Replace Door Hardware Throughout
Ridgewood	Replace Door Hardware Throughout
Rock Island Academy	Replace Door Hardware Throughout

Thomas Jefferson	Replace Door Hardware Throughout
Edison	Replace Door Hardware Throughout
Washington	Replace Door Hardware Throughout
Rock Island High School	Replace Door Hardware Throughout
Thurgood Marshall	Replace Door Hardware Throughout
Rock Island High School	Replace Unit Ventilators & Fin Tubes
Eugene Field	Penetrations: There are holes and open penetrations in wall between the Boiler Room and Corridor.
Eugene Field	Means of Egress: Rooms greater that 1200 sf must have two doorways located as remote as practical from each other. The media center has two doors, however, they're together and not remote.
Eugene Field	Fire Rating Compromised: The tunnel access is open and missing a 1.5-hour fire rated access door assembly.
Eugene Field	Occupancy Separation: The locker rooms are now being used as storage rooms. Storage occupancies require a 1-hour fire resistance rating, the existing locker room door assemblies are not rated.
Eugene Field	Penetrations: Open penetrations in walls/ceiling are compromising 3/4-hour fire resistance rating of room
Eugene Field	Build Four Classroom Addition
Eugene Field	Renovate Previous Library
Eugene Field	Replace Fire Alarm System
Eugene Field	Replace and Add Electrical Receptacles
Eugene Field	Repair Masonry Wall Deficiencies
Eugene Field	Replace/Reseal Skylights
Rock Island Academy	Install Turf in Courtyard
Rock Island Academy	Install Roof Counterflashing
Rock Island Academy	Penetrations: There are holes and open penetrations in wall between the Boiler Room and Corridor.
Rock Island Academy	Opening Protective Compromised: The 1.5h boiler room door closer mechanism has been removed, the door remains open and therefore compromises the required fire rating for the opening.
Rock Island Academy	Occupancy Separation Compromised: The 3/4-hour fire resistance rating is compromised because the doors are missing required rating around Gym
Rock Island Academy	Occupancy Separation: The locker rooms are now being used as storage rooms. Storage occupancies require a 1-hour fire resistance rating, the existing locker rooms are not rated.
Rock Island Academy	Build Four Classroom Addition
Rock Island Academy	Replace Transformer for Additional Power
Rock Island Academy	Replace and Add Electrical Receptacles
Edison	Repair Roof Issues
Edison	Address Moisture Issues
Edison	Address Dead End Corridors
Edison	Fire Rating Compromised: The tunnel access is open and missing a 1.5h rated access door assembly.
Edison	Occupancy Separation Compromised: 45m fire rated enclosure not present around Gym
Edison	Means of Egress: Rooms greater than 1200 sf must have two doorways located as remote as practical from each other. The Band Room measures 1486 sf and has only one exit.

Edison	Stair Enclosure: All interior exit stars are required to be fully enclosed with 45-minute fire resistance construction. The existing multi-story stairwells are open and unprotected, and compromised persons exiting the building during emergency conditions.
Edison	Penetrations: Open penetrations in walls/ceiling are compromising 45m fire
Edison	Electrical Hazard: There are open electrical junction boxes with exposed wires throughout boiler room.
Edison	Exhaust Fan: The exhaust fan is missing.
Edison	Lab Safety: The room is missing an eye wash station.
Edison	Replace Communication Equipment
Edison	Address entry to Boiler Room from ED/BD Room.
Edison	Safety Glazing Compromised: While plate glass is in compliance with Part 185, non-tempered glazing in wood door and sidelights (and other locations) will break into large jagged shards which can poses serious risk and should be replaced.
Washington	Replace Fire Alarm System
Washington	Intercom Replacement
Washington	Replace Communication Equipment
Washington	Replace and Add Electrical Receptacles
Edison	Renovate Toilet Rooms & Replace Domestic Water Piping
Edison	Repair Leaking Pipes Above Ceilings
Washington	Renovate Toilet Rooms & Replace Domestic Water Piping (ADA Accessibility)
Center for Math and Science	Repair Masonry Wall Deficiencies
Center for Math and Science	Install Counterflashing
Ridgewood	Repair Masonry Wall Deficiencies
Ridgewood	Repair Precast Roof Joints
Washington	Masonry Tuckpointing
Washington	Repair Masonry Wall Deficiencies
Rock Island High School	Tuckpointing
Rock Island High School	Repair Masonry Wall Deficiencies
Ridgewood	Parking Lot, Playground Paving Replacement, Add Second Floor Exit and Bus Lane
Rock Island Academy	Parking Lot, Playground Paving Replacement & Retaining Wall Replacement and Replace Fencing around Playground
Edison	Parking Lot, Sidewalks & Stair and Ramp Paving Replacements and Add Bus Lane
Washington	Means of Egress Compromised: There are two pair of exit doors that don't fully open because the stoop has lifted. This condition compromised exiting.
Rock Island High School	Replace West Drive and Address Drainage at Fitness Center Parking, Replace Portion of South Parking Lot and Seal Coat Remainder and Replace East Exterior Stair
Horace Mann	Penetrations: There are holes and open penetrations in wall between the Boiler Room and Corridor.
Horace Mann	Fire Rating Compromised: The 1.5h fire resistance rating is compromised because the opening to the corridor is glazed with wood.
Horace Mann	Penetrations: Open penetrations in walls/ceiling are compromising 3/4-hour fire resistance rating of room
Horace Mann	Replace and Add Electrical Receptacles, Light Fixtures, Lighting Panels and Controls
Horace Mann	Add Air Conditioning to Gym
Horace Mann	Renovate Toilet Rooms & Replace Domestic Water Piping
Horace Mann	Replace Ceilings
Horace Mann	Re-swing Exterior Door

Horace Mann	Replace Windows in Gym
Center for Math and Science	Add exterior Cafeteria door
Center for Math and Science	Replace Main Office Carpeting
Denkmann	Penetrations: There are holes and open penetrations in wall between the Boiler Room and Corridor.
Denkmann	Opening Protective: In those boiler rooms required to have separating walls with fire resistance rated construction of 1-hour or more, shall be protected by self-closing 1.5h inward swing fire doors. The boiler room is open at the lower level.
Denkmann	Number of Exits: The cafeteria is a Class C Occupancy and required to have two exits as remote from each other as practical, and lead to two separate paths of travel. The room has two exits but the arrangement doesn't meet the code requirement.
Denkmann	Opening Protective Compromised: The 1/2-hour corridor partition is compromised because the doors to the corridor don't latch.
Denkmann	Occupancy Separation Compromised: 45m fire rated enclosure not present around Gym
Denkmann	Stair Enclosure: All interior exit stars are required to be fully enclosed with 45-minute fire resistance construction. The existing multi-story stairwells are enclosed but have various doors that open into stairwells that are missing the fire resistance rating.
Denkmann	Stair Enclosure: All interior exit stars are required to be fully enclosed with 45-minute fire resistance construction. The existing multi-story stairwells are open, unprotected, and compromise persons exiting the building during emergency.
Denkmann	Penetrations: Open penetrations in walls/ceiling are compromising 45m fire rating.
Denkmann	Fire Detection: Fire detectors are required at the top of stairwells.
Denkmann	Replace and Add Electrical Receptacles
Denkmann	Replace Roof Top Units
Earl Hanson	Repair Precast Wall Deficiencies
Earl Hanson	Repair Wall that Moves
Earl Hanson	Penetrations: There are holes and open penetrations in wall between the Boiler Room and Corridor.
Earl Hanson	Opening Protective: Interior doors to boiler rooms shall be protected by self-closing 1.5h inward swing fire doors. The boiler room door doesn't swing inward.
Earl Hanson	Occupancy Separation Compromised: The 3/4-hour fire resistance rating is compromised because the doors are missing required rating around Gym
Earl Hanson	Stair Enclosure: All interior exit stars are required to be fully enclosed with 3/4-hour fire resistance construction. The existing multi-story stairwells are enclosed but have various doors (gym (2), toilet rooms (2)) that open into stairwells that are missing the fire resistance rating.
Earl Hanson	Stair Enclosure: All interior exit stars are required to be fully enclosed with 3/4-hour fire resistance construction. The existing multi-story stairwells are enclosed but have various doors (old locker rooms and CR 210) that open into stairwells that are missing the fire resistance rating.
Earl Hanson	Opening Protective Compromised: The 3/4-hour occupancy separation is compromised because the door to the janitor closet near CR 108 doesn't latch because the door closer is broken.
Earl Hanson	Renovate Toilet Rooms & Replace Domestic Water Piping
Earl Hanson	Replace Water Damaged Carpet in Classrooms
Frances Willard	Repair Masonry Wall Deficiencies
Frances Willard	Penetrations: There are holes and open penetrations in wall between the Boiler Room and Corridor.
Frances Willard	Occupancy Separation Compromised: 45m fire rated enclosure not present by Gym

Frances Willard	Stair Enclosure: All interior exit stars are required to be fully enclosed with 45-minute fire resistance construction. The existing multi-story stairwells are open and unprotected, and compromised persons exiting the building during emergency conditions.
Frances Willard	Penetrations: Open penetrations in walls/ceiling are compromising 3/4-hour fire resistance rating of room
Frances Willard	Replace and Add Electrical Receptacles
Frances Willard	Repair Masonry Wall Deficiencies
Longfellow	Replace Playground Equipment
Longfellow	Investigate Cafeteria Flooring and Structural Stability
Longfellow	Penetrations: There are holes and open penetrations in wall between the Boiler Room and Corridor.
Longfellow	Opening Protective Compromised: The door assembly is missing the 3/4-hour fire resistance rating for the opening.
Longfellow	Occupancy Separation Compromised: 45m fire rated enclosure not present around Gym
Longfellow	Means of Egress Compromised: The means of egress is compromised because there is a deadbolt lock on the existing egress door.
Longfellow	Stair Enclosure: All interior exit stars are required to be fully enclosed with 45-minute fire resistance construction. The existing multi-story stairwells are open and unprotected, and compromised persons exiting the building during emergency conditions.
Longfellow	Penetrations: Open penetrations walls/ceiling are compromising 45m fire rating
Longfellow	Replace and Add Electrical Receptacles
Longfellow	Repair Damaged Gypsum Assemblies
Longfellow	Provide ADA Accessibility on Second Floor
Ridgewood	Install Shroud at Skylight.
Ridgewood	Construct ADA Restrooms
Ridgewood	Penetrations: There are holes and open penetrations in wall between the Boiler Room and Corridor.
Ridgewood	Means of Egress: The means of egress is compromised because there are steep drop offs (18 inches or more) at each exterior concrete pad.
Ridgewood	Occupancy Separation Compromised: 45m fire rated enclosure not present around Gym
Ridgewood	Stair Enclosure: All interior exit stars are required to be fully enclosed with 45-minute fire resistance construction. The existing multi-story stairwells are open, unprotected, and compromise persons exiting during emergency conditions.
Ridgewood	Stair Enclosure: These doors act as part of the stair enclosure and are missing the 3/4 hr fire resistance rating.
Ridgewood	Stair Enclosure: The window openings in the IT and speech rooms are glazed in non-rated frames and compromise the 3/4 hr fire resistance rating.
Ridgewood	Penetrations: Open penetrations in walls/ceiling are compromising 3/4-hour fire resistance rating of room
Thomas Jefferson	Address Flooding in Room 102
Thomas Jefferson	Repair Roof Deficiencies
Thomas Jefferson	Repair EIFS Deficiencies
Thomas Jefferson	Occupancy Separation Compromised: The 3/4-hour fire resistance rated enclosure not present around Gym
Thomas Jefferson	Fire Detection: Fire detectors are required at the top of stairwells.
Thomas Jefferson	Penetrations: Open penetrations in walls/ceiling are compromising 45m fire rating
Thomas Jefferson	Occupancy Separation Compromised: The 3/4-hour fire resistance rated enclosure

	not present around these rooms.
Thomas Jefferson	Provide ADA Access to Music Classroom
Thomas Jefferson	Leaking pipe in need of repair.
Washington	Replace Stage Exhaust Hatch
Washington	Penetrations: There are holes and open penetrations in wall between the Boiler Room and Corridor.
Washington	Opening Protective Compromised: The 1.5h boiler room door closer mechanism has been removed, the door remains open and therefore compromises the required fire rating for the opening.
Washington	Opening Protective Compromised: The 1/2-hour corridor partition is compromised because the doors to the corridor don't latch.
Washington	Means of Egress: Rooms > 1200 sf must have two doorways located as remote as practical from each other. Industrial Tech Room measures 2643 sf/one exit.
Washington	Stair Enclosure: All interior exit stairs are required to be fully enclosed with 45-minute fire resistance construction. The existing multi-story stairwells are enclosed but have doors that open into stairwells that are missing the fire resistance rating.
Washington	Penetrations: Open penetrations in walls/ceiling are compromising 45m fire rating.
Washington	Investigate Wall and Floor Cracks in Second Floor Restroom
Washington	Exhaust Fan: The room is missing an exhaust system to remove objectionable odors from the room.
Washington	Fire Detection: Fire detectors are required at the top of stairwells.
Washington	Replace Windows Throughout
Rock Island High School	Patch and Repair Deteriorating Structural Concrete
Rock Island High School	Investigate Foundation Cracking
Rock Island High School	Add Air Conditioning to Fitness Center/Replace Roof/Windows
Rock Island High School	Provide ADA Access to Gym
Rock Island High School	Replace Broken Pipe under Field House
Rock Island High School	Investigate Various Areas of Water Damage
Rock Island High School	Investigate Floor/Ceiling/Wall Cracking
Rock Island High School	Install Wall Expansion Joint
Rock Island High School	Repair Masonry Wall Deficiencies
Thurgood Marshall	Renovate for Secure Entry Sequence at both entries
Thurgood Marshall	Penetrations: There are holes and open penetrations in wall between the Boiler Room and Corridor.
Thurgood Marshall	Occupancy Separation Compromised: The 3/4-hour fire resistance rated enclosure not present around Gym
Thurgood Marshall	Stair Enclosure: All interior exit stars are required to be fully enclosed with 45-minute fire resistance construction. The existing multi-story stairwells are enclosed but have various doors that open into stairwells that are missing the fire resistance rating.
Thurgood Marshall	Penetrations: Open penetrations in walls/ceiling are compromising 45m fire rating.
Thurgood Marshall	Means of Egress Compromised: The floor surface is uneven because the carpet carpeting is bubbling which would increase the possibility of tripping.
Thurgood Marshall	Exhaust Fan: The room is missing an exhaust system to remove objectionable odors from the room.
Thurgood Marshall	Fire Detection: Fire detectors are required at the top of stairwells.
Thurgood Marshall	Electrical: The receptacle near the sink is missing GFI protection.
Thurgood Marshall	Provide Additional Cameras for Security
Thurgood Marshall	Provide Exit Signage in Cafeteria

Thurgood Marshall	Replace Communication Equipment
Thurgood Marshall	Replace and Add Electrical Receptacles
Thurgood Marshall	Replace Ramp for Egressing
Edison	Address accessibility issues present in the building.
Washington	Provide ADA Access to Small Gym

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Annaka Whiting, CFO
Date: April 22, 2025
Re: Recommendation for Strategic Planning Partner

In January, the District issued a Request for Proposals (RFP) in search of a Strategic Planning Partner. We received 13 responses from qualified and interested firms. To ensure a thorough and equitable evaluation process, a selection committee was formed to review and assess each submission. The committee was composed of district office staff, union representatives, and school principals.

After a thorough review process, four firms were invited to participate in in-person interviews, which took place on March 10th. During these interviews, the committee carefully evaluated each firm's qualifications, relevant experience, capacity to deliver, and alignment with the District's strategic priorities and long-term goals.

Following these interviews, the committee participated in in-depth discussions and identified two finalists who demonstrated the strongest potential to meet our needs. These two firms were then invited to present to the Board on April 8th.

After gathering feedback from both Board Members, the selection committee, and cabinet members we are recommending engage2learn as our Strategic Planning Partner. This recommendation is based on their proven track record, thoughtful project approach, and a clear ability to support our District in building a plan that extends beyond the immediate future. Their emphasis on sustainability, stakeholder engagement, and long-term impact makes them an ideal partner as we move forward with our strategic vision. The total cost of the strategic design is $68,350 and includes:

- One day of summits (one during lunch and one in the evening)
- Multiple stakeholder focus groups
- A two-week online survey to collect stakeholder input
- Two days of design work
- Two days dedicated to plan creation
- One day for implementation planning
- Ten GroweLab accounts to track implementation
- Development of a strategic plan brochure

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Sharon Williams, Ed.D.
Superintendent of Schools

It is recommended that the Board of Education approve engage2learn, 8911 N. Capital of Texas Highway, Suite 4200-1065, Austin, TX 78759, as the District's Strategic Planning Partner.

Investment Period: N/A
Total Investment: $68,350
Funding Source: Title Funds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Quotation
Quote #: Q-00353
Date: 4/14/2025
Expires On: 5/11/2025

8911 N. Capital of Texas Highway
Suite 4200-1065
Austin, TX 78759-7247

Prepared by: Chris Everett
Email: chris@engage2learn.org
Phone: (817) 357-0380

Service/Product	Total Price
Strategic Design Standard Package	$68,350.00

- 1 day of summits, focus groups, and 2-week online survey
- 2 days of design work for up to 60 people
- 2 days of plan creation work for up to 60 people
- 1 day of implementation planning for up to 30 people
- 10 GroweLab accounts to track implementation
- 1 plan brochure Support

Prepared for: Annaka Whiting
Rock Island-Milan Sch Dist 41
2101 6th Avenue, Illinois 61201

RFP #: 25-000

Disclaimer
Please review all details carefully before signing. Contact your sales representative with any questions.

If you have any questions or need further clarification regarding this estimate, please contact **Chris Everett** at mailto:chris@engage2learn.org **(817) 357-0380**.

Signature Approval
By signing below, the client acknowledges receipt of this estimate and agrees to the outlined deliverables and pricing. This signature constitutes a final agreement with intent to proceed.

Authorized Signature

Date

Memo for Board Approval of Superintendent Compensation

Date: April 22, 2025
To: Board of Education Members
From: Rock Island-Milan School District No. 41 Board of Education
Subject: Superintendent Compensation

The Board recommends the following compensation adjustment beginning July 1, 2025 through June 30, 2026 in recognition of Dr. Williams' excellent performance in the first year of her 2024-27 employment contract with the Board and the importance of achieving a competitive compensation package.

1. Annual Base Salary:
   The Superintendent's base salary shall be adjusted to $233,712 for the 2025-2026

2. Annuity Contribution:
   A non-elective contribution for the benefit of Dr. Williams in the amount of $13,000.00 to the District's 403(b) annuity plan, payable no later than June 30, 2026.

This compensation adjustment shall be considered and voted upon in open session at the Board of Education meeting scheduled for Tuesday, April 22, 2025, at 6:00 PM, to be held at the District Administration Office.

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Date: April 22, 2025

Confirmation Letter of Superintendent Compensation Update

I am pleased to confirm the motion adopted by the Board of Education of Rock Island Milan School District #41at its April 22, 2025 meeting to increase your base annual salary for the 2025-26 school year by 6.23 % to $233,712.00 and to make a $13,000.00 non-elective contribution for your benefit to the District's 403(b) annuity plan for the 2025-26 school year, payable no later than June 30, 2026. As stated in the motion, this action reflects the Board's recognition of your satisfactory performance in your first year as Superintendent and the importance to the Board of achieving a competitive compensation package. Please sign, date and return to me the enclosed copy of this letter indicating your acceptance of these changes in your compensation under the 2024-27 employment contract between you and the Board.

Sincerely,

Accepted:

_____ _____

President, Board of Education

Superintendent

_____, ____, 2025

Cc: Personnel File

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org