

**BOARD OF EDUCATION MEETING  
COMMUNITY HIGH SCHOOL DISTRICT 94  
February 20, 2018 - 7:00 PM**

**DISTRICT ADMINISTRATIVE CENTER  
326 JOLIET STREET  
WEST CHICAGO, IL 60185**

**A G E N D A**

**OPENING ACTIVITIES**

1. Call to Order
  2. Salute to the Flag
  3. Reading of Mission Statement  
"Community High School strives to promote and provide growth experiences in Learning, Leadership and Living."
  4. Roll Call
  5. Additions to the Agenda - (Voice Vote)
- 
- 

**RECOMMENDED MOTION:** That the Board of Education approve the addition of the topics shown above to this agenda.

**STUDENT RECOGNITION**

Renee Yackey

1. Good News of the District 6  
Malik Milazzo - IHSA Wrestling Individual State Series
2. January Student of the Month - Ricky Gieser 7
3. Voice of Democracy Awards 8  
John Chisholm/VFW Post 6791 Representatives

**PUBLIC PARTICIPATION**

**NEGOTIATIONS UPDATE**

Negotiations Team

**ADMINISTRATIVE REPORTS AND INFORMATION**

1. Superintendent's Report  
Doug Domeracki
  - a. Student Report - Madelyn Brotnow 10
  - b. FOIA(s) 10
  - c. Joint Board Meeting Summary 13
2. Director of Building Operations  
Gordon Cole
3. Director of Business Services Report  
David Blatchley

4. Director of Human Resources Report Cheryl Moore	
5. Principal's Report Moses Cheng	
a. Student Attendance & Discipline	17
6. Student Performance Data Allister Scott	20
7. Committee Reports	
a. Communications	
b. Education	
c. Facilities - February 1, 2018	25
1. RECOMMENDED MOTION: That the Facilities Committee approve the minutes of the meeting listed above	
d. Finance - February 8, 2018	32
1. RECOMMENDED MOTION: That the Finance Committee approve the minutes of the meeting listed above.	
e. Human Resources	
f. Policy	
8. Future Dates	
a. Regular Board of Education Meeting - March 20, 2018	
b. Regular Board of Education Meeting - April 17, 2018	
9. Open Comment - Board Members Board Members	
10. Future Issues	
a. Safe Zone Resolution	
b. Volunteer Recognition	
c. Board and Committee Meeting Location	

**CONSENT AGENDA (Roll Call)**

1. Items Removed from Consent Agenda for Separate Action
- 
- 
- 

2. Consent Agenda Action for All Items Except Those Listed in 1. Above  
RECOMMENDED MOTION: That the Board approve all items on the Consent Agenda which have not been specifically removed for separate actions as shown on line 1. immediately above.

**CONSENT AGENDA ITEMS - RECOMMENDED ACTION:**

1. Approval of Minutes
- a. Regular Board of Education Meeting -January 16, 2018 162
- b. Closed Session Board of Education Meeting - January 16, 2018 - At table
- c. Joint Boards of Education Meeting - January 22, 2018 167
- d. Special Board of Education Meeting - February 1, 2018 169
- e. Closed Session Special Board of Education Meeting - February 1, 2018 - At Table
1. RECOMMENDED MOTION: That the Board of Education approve the minutes of the meeting(s) as listed above.

2. Acceptance of Minutes
  - a. Facilities Committee Meeting - February 1, 2018 171
  - b. Finance Committee Minutes - February 8, 2018 178
    1. RECOMMENDED MOTION: That the Board of Education accept the filing of the minutes of the meeting(s) listed above.
3. Approval of Financials
  - a. Approve Current Expenditures 308
  - b. Imprest fund Statement 335
  - c. Treasurer's Report 342
  - d. Statement of Position/Financial Report 343
  - e. Statement of Revenue/Expenditures YTD Ending January 31, 2018 344
  - f. 3-Year Budget/Actual Report 345
  - g. Grant Reports 347
  - h. Petty Cash Fund Report 349
  - i. Student Activity Account Fund Balance 350
  - j. New Vendors Monthly Report 353
  - k. Quarterly Financial Reports 354
  - l. Referendum Revenue and Expenditure Report 355
    1. RECOMMENDED MOTION: That the Board of Education approve the expenditures from January 12, 2018 to February 15, 2018 and accept the financial reports.
4. Adoption of Textbooks - (Roll Call)  
Administration is recommending the adoption of the following textbooks for the 2018-19 school year:
  - a. The American Pageant for AP, 16th Edition - Textbook and Online (6 year license)
  - b. Servsafe Coursebook - Textbook
  - c. Introduction to Teaching: Making a Difference in Student Learning - Textbook
  - d. Technical Drawing the Engineering Graphics, 15th Edition - Textbook
  - e. Quality, 6th Edition - Textbook
  - f. Machine Tool Practices, 10th Edition - Textbook
  - g. Financial Institutions, Markets, and Money, 12th Edition - Textbook
    1. RECOMMENDED MOTION: That the Board of Education adopt *The American Pageant for AP, 16th edition; Servsafe Coursebook; Introduction to Teaching: Making a Difference in Student Learning; Technical Drawing with Engineering Graphics, 15h Edition, Quality, 6th Edition; Machine Tool Practices; 10th Edition; and Financial Institutions, Markets, and Money, 12th Edition.*

**OLD BUSINESS:**

**NEW BUSINESS:**

1. Personnel Report - (Roll Call) 359  
The personnel report consists of:  
The employment of 1 support staff for the 2017-18 school year  
The resignation of 1 administrative staff  
9 leave of absence requests  
The employment of 1 new athletic coaching staff

The employment of 1 new sponsor staff  
The resignation of 2 athletic coaching staff

a. RECOMMENDED MOTION: That the Board of Education approve the Personnel Report.

2. Separation of Employment - (Roll Call)

a. RECOMMENDED MOTION: That the Board of Education accept the resignation of William Lech, Division Head of Physical Development/Assistant Athletic Director, effective June 30, 2018.

3. Transportation Bid - (Roll Call)

360

In conjunction with SASSED, special education bussing was recently bid. The low bidder and the recommended contractor is Sunrise Southwest, LLC. Current annualized costs for special education transportation is approximately \$727,079. This has the potential of being a 25% increase over the expiring contract but will most likely be less with the bid structure changing to a per route cost versus a per student cost.

a. RECOMMENDED MOTION: That the Board of Education approve the contract with Sunrise Southwest, LLC for a three year period.

4. Intergovernmental Agreement Between LEND and All Member Schools - (Roll Call)

396

The Legislative Education Network of DuPage County has had a pre-existing Inter-governmental Agreement (IGA) with the member schools. The IGA was recently reviewed and updated to reflect the current schools and clean up outdated or obsolete language. The proposed IGA is attached for your approval.

a. RECOMMENDED MOTION: That the Board of Education approve the Legislative Education Network of DuPage Inter-governmental agreement.

**EXECUTIVE SESSION - only if needed and with the understanding that possible action could be taken on matters discussed in closed session.**

RECOMMENDED MOTION TO MOVE TO CLOSED SESSION: That the Board of Education hold a Closed Session at [Time] for the purpose(s) of [1 - 15 below].

1. The appointment, employment, compensation, discipline, performance or dismissal of specific employees.
2. Collective negotiating matters.
3. The selection of a person to fill a public office.
4. Evidence or testimony presented in open hearing, or in closed hearing, where specifically authorized by law, to a quasi-adjudicative body.
5. The purchase or lease of real property.
6. The setting of a price for sale or lease of property.
7. The sale or purchase of securities, investments, or investment contracts.
8. Emergency security procedures.
9. Student discipline.
10. The placement of individual students in special education programs.
11. Litigation has been filed and is pending before a court or administrative tribunal.
12. Establishment of reserves or settlement of claims as provided by local government and governmental employees Tort Immunity Act.

13. Self-evaluation.

14. Discussion of minutes of meetings lawfully closed under Open Meetings Act (P.A. 88-621, effective 1-1-95).

15. Considering meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America.

RECOMMENDED MOTION TO MOVE TO OPEN SESSION:

That the Board of Education return to Open Session at [Time].

ACTION AFTER RETURN TO OPEN SESSION:

ADJOURNMENT

RECOMMENDED MOTION: That the Board of Education meeting be adjourned at [Time].

# CHS D94

Community High School District 94

*Serving Carol Stream  
Warrenville  
West Chicago  
Wheaton  
Winfield*

**Douglas P. Domeracki, Ed. D.**  
*Superintendent*

**David A. Blatchley**  
*Director of Business Services*

**Gordon H. Cole**  
*Director of Building Operations*

**Cheryl L. Moore**  
*Director of Human Resources*

## **District Administrative Center**

157 W. Washington Street  
West Chicago, IL, 60185

Phone: (630) 876-6200

Fax: (630) 876-6217

[www.d94.org](http://www.d94.org)

## Community High School District 94

157 W. Washington St. – West Chicago, IL 60185

### Good News of the District

February 20, 2018

### Malik Milazzo Advances to IHSA Wrestling Individual State Series

This season the wrestling program produced one of the most dedicated and talented wrestlers to come through the doors of West Chicago Community High School. Wrestling at 160 pounds, Senior Malik Milazzo is a Captain and leader of the program. Malik has accumulated one of the top 5 highest win totals in a single season with a record of 33 wins and 9 losses and recorded the most pins in a single season. In the postseason, Malik placed second at the Upstate Eight Conference and IHSA Regionals. At the Sectionals tournament he finished in 4th place and qualified for state. Malik has performed at a high level and has earned his place down in Champaign for the State Series.

*Serving Carol Stream  
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## **Ricky Gieser Named January Student of the Month**

West Chicago Community High School has selected Ricky Gieser of Carol Stream as Student of the Month for January 2018. A senior, Ricky was chosen for academic excellence, student involvement, and leading by example.

Ricky has been on High Honor Roll every semester of his high school career and has a cumulative weighted GPA of 5.146. He is a member of National Honor Society and the Spanish Foreign Language Honor Society. He is currently enrolled in three AP courses: AP Environmental Science, AP Chemistry, and AP Spanish Language.

Currently president of two organizations at West Chicago Community High School, Wego Drama and Film Club, Ricky also serves as a Student Ambassador. In addition to this involvement, Ricky is a member of Concert Choir and has also participated in Snowball.

Outside of school, Ricky continues his theme of service. His extensive volunteer work includes delivering holiday gifts to families in need, collecting and organizing food donations, and volunteering for the Carol Stream Fourth of July parade. Understanding the devastating effects of the declining honeybee population, Ricky has two beehives he manages. He still makes time to work a part time job on the Tech Crew at WCCHS, working lights and sound for non-drama events.

When asked about his favorite high school memory, Ricky recalls two special Wego Drama performances: "We Will Rock You" at the Illinois High School Theatre Festival last month, and performing at the Edinburgh Fringe Festival in Scotland two years ago.

Ricky has this advice for future Wildcats, "Get involved. Join clubs, join a sport, be active in the school. You'll make friends, you'll make memories, you'll have fun. Nine out of ten of the friends that I have now are people that I met through drama. Get involved, you won't regret it."

## Voice of Democracy Participants

<u>First name</u>	<u>Last name</u>
Kristen	Aalbue
Daniela	Almarales
Serena	Balzer
Seth	Beaird
Jacob	Beaird
Jeremy	Belington
Brittany	Bowie
John	Brotnow
Madelyn	Brotnow
Zenen	Cardenas
Isabela	Casimiro
Jenna	Castelluccio
Joshua	Chica
Alexandra	Chwastek
Lucia	Cielo
Kenneth	Correa
Sandra	Cortez
Lily	Cuka
Dylan	Davidson
Hunter	Eidel
David	Flores
Robert	Fortelka
John	Gillespie
Jerod	Goodale
Amanda	Gove
Kathryn	Gramit
Luis	Guerrero
Zane	Hassan
Clare	Hur
Sydney	Johnson
Urszula	Konopko
Vianey	Luna
Kelly	Lynch
Luke	Madden
Eraclio	Marquez
Cade	McHenry
Dean	McMahon
Kyra	Meyer
Samantha	Mitchell
Gabriel	Montanez
John	Moore
Kevin	Morales
Alejandro	Munoz
Emily	Murphy
Anjali	Patel

Bansri  
Sunny  
Nathan  
Britney  
Sean  
Saul  
Michael  
Kaya  
Madysen  
Margaret  
Andrea  
Taylor  
Sean  
Natalie  
Andrew  
Conor  
Jake  
Clarissa  
Abil  
Michael  
Cameryn  
Joshua

Patel  
Patel  
Pechtel  
Prebis  
Renwick  
Ruiz  
Sawicki  
Shipkowski  
Simanonis  
Smith  
Stancik  
Strachota  
Tannehill  
Thompson  
Tortorello  
Tully  
Ullman  
Vargas  
Vellikara  
Wagner  
Zapata  
Ze1linger



Cheryl Glunt <cglunt@d94.org>

*Received 1/22/2018*

**FW: FOIA Records Request - January 22, 2018**

1 message

*Response Due 1/29/2018*  
Mon, Jan 22, 2018 at 9:53 AM

**Douglas Domeracki** <ddomeracki@d94.org>  
To: Cheryl Glunt <cglunt@d94.org>, cmoore@d94.org

FOIA request

Doug Domeracki Ed.D

Superintendent

Community HSD 94

630.876.6210



**From:** Illinois Retired Teachers Association [mailto:illinoisretiredteachersassociation@irtaonline.ccsend.com] **On Behalf Of** Illinois Retired Teachers Association  
**Sent:** Monday, January 22, 2018 9:24 AM  
**To:** ddomeracki@d94.org  
**Subject:** FOIA Records Request - January 22, 2018



Dear District Official / FOIA Officer:

This is a request under the Illinois Freedom of Information Act. Today's date is January 22, 2018

RECORDS REQUESTED: Please provide the name and email address of all teachers or administrators who are retiring in 2018.

Please provide the requested records electronically. Please email to nmihelich@irtaonline.org.

This is a request by the Illinois Retired Teachers Association, a 501(c)(3) not-for-profit Illinois organization.

1/22/2018

Community High School District 94 Mail - FW: FOIA Records Request - January 22, 2018

Thank you,

Nathan Mihelich

IRTA

Nathan Mihelich  
Director of Membership & Marketing, Illinois Retired Teachers Association

217-523-8488 | nmihelich@irtaonline.org | www.irtaonline.org  
828 S. 2nd St. Springfield, IL 62704 | Skype: amihelich

Stay In Touch



*ILLINOIS RETIRED TEACHERS ASSOCIATION*

**828 S. Second Street, 4th Floor**  
**Springfield, IL 62704**  
**1.800.728.4782**

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Illinois Retired Teachers Association, 828 S Second St FL 4, Springfield, IL 62704

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Sent by nmihelich@irtaonline.org in collaboration with

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Cheryl Glunt &lt;cglunt@d94.org&gt;

Received 2/6/2018

**Fwd: Freedom of Information Request**

1 message

Response Due 2/13/2018

**Cheryl Moore** <cmoore@d94.org>

Tue, Feb 6, 2018 at 10:31 AM

To: Cheryl Glunt &lt;cglunt@d94.org&gt;, Douglas Domeracki &lt;ddomeracki@d94.org&gt;

----- Forwarded message -----

From: Bradley Larson &lt;blarson@d94.org&gt;

Date: Tue, Feb 6, 2018 at 9:43 AM

Subject: Freedom of Information Request

To: Cheryl Moore &lt;cmoore@d94.org&gt;

Cheryl,

Could you please provide the Teachers' Association with the following information:

- The names of Board of Education members, administrators, and the names of any other individuals who attended or accompanied Board of Education members or administrators to 2017 IASB conferences and/or their venues.
- All receipts and requests for reimbursement related to Board of Education members, administrators, and individuals who attended or accompanied Board of Education members to 2017 IASB conferences and/or their venues.
- Documentation of Board of Education action on reimbursement of any expenses related to anyone's attendance at 2017 IASB conferences.
- Documentation of Board of Education payment of reimbursement of any expenses related to anyone's attendance at 2017 IASB conferences.

Please let me know if you have any questions.

Thanks,  
BradLarson

--  
Brad Larson  
English Teacher  
West Chicago Community High School  
326 Joliet Street  
West Chicago, IL 60185

(630) 976-6361 (School)  
(630) 217-2658 (Mobile)  
blarson@d94.org

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--  
Cheryl Moore  
Director of Human Resources  
Community HSD94

## Joint Boards of Education Meeting Evaluation Summary

January 22, 2018

### 1. How effective was the over-all format of the meeting?

- a. Always good to meet together.
- b. Format was good. Perhaps multiple topics to discuss.
- c. Great.
- d. Great introduction entertainment.
- e. Nice pacing between presentations. Great idea to have SASSED present.
- f. Moved fast.
- g. Very good, flowed well, good info.
- h. Fair; SASSED presentation – good.
- i. The format was effective in getting all members providing input to the technology integration!
- j. It ran very smoothly.
- k. Good.
- l. It was great. Informative and paced nicely without losing focus. Loved the student performances.
- m. Good to meet/socialize with other board members ahead of time. Loved the student performances.
- n. Structure was excellent.

### 2. How effective was the review and discussion the joint districts collaboration?

- a. Have bigger goals for the evening.
- b. Great. (2)
- c. It's good to be reminded where we've been and what we did last time.
- d. Good, nice table assignment.
- e. Very effective, was happy to hear that our meetings are not a waste of time.
- f. Very interesting knowing (hearing) what others are doing, and the collaboration efforts.
- g. Ok.
- h. Everyone seems to agree that district collaboration is important. Where we have that collaboration, districts have saved money and are more in agreement toward curriculum.
- i. Very good ideas.
- j. It was good to hear the surrounding districts view and progress with technology.
- k. Great to talk about the success we have together.
- l. Ok, very quick.

**3. How effective was the technology integration table top activity?**

- a. Every district is doing something different so not sure how it will work for integration.
- b. Maybe good to have different table top discussions, the same material was shared between tables.
- c. Integration ideas about cross-feeder district student projects.
- d. Hopefully very – Superintendent’s take info and go from there.
- e. Great. (2)
- f. Good, it was good to hear how other districts are doing.
- g. Interesting topic.
- h. Need more time, depth.
- i. The activity was useful to review where there was successes regarding the collaboration.
- j. Many ideas I have never thought of.
- k. It was very effective considering we were all at different parts of integrating technology in our districts.
- l. Important to interact with other districts to share experiences and ideas.

**4. How effective was the next steps activity?**

- a. Effective, need to have a follow-up. Did any change come from the discussion?
- b. Great (2)
- c. Time will tell if we use the ideas.
- d. Always good to look forward.
- e. Need more time, depth.
- f. Again, this activity brought out success that some districts didn’t have. Brought out the idea that the districts should be more uniform regarding developmental activities.
- g. Good.
- h. Fun – good!
- i. It was nice to hear all of the tables ways to collaborate and hope to do some of the suggestions soon.
- j. Great to brain storm new ideas. I’d like a review of where we are next year with some of the ideas to continue to integrate technology collaboratively.
- k. Good start to generate ideas for collaborations.

**5. What suggestions do you have for future joint boards of education meetings?**

- a. Kids entertainment was great!
- b. Parent education – different topics that all districts can collaborate together (\*drug abuse, anxiety, bullying, etc.).
- c. Great idea to do it annually. Summer event?
- d. A Special Ed Collaboration.
- e. At this point nothing, except more of the same.
- f. Work towards outcomes.
- g. Perhaps an outside speaker that might discuss successes that have occurred regarding technology integration outside our four districts.
- h. Open to share positive events or experiences.

## TABLE TOP ACTIVITY: Technology Integration

### Process Used to Launch and Technology Integration and Integrate Technology with Teaching and Learning

- Districts 94 and 25 visited other districts to observe and learn from their experiences.
- Districts 24 and 94 are in the fourth year of implementations. District 25 is now in the process of selecting a new device for next year.
- District 25 developed goals and indicators for students and staff to use as a guide the selection of the device. A taskforce of teachers, students, and parents tested six devices to identify the best device which now is a Dell for grades 3-8 and iPad's for PreK-2.
- Internet access is critical in District 94 since Chromebooks are used. Hot spots can be checked out if students do not have internet access at home.
- District 25 has an instructional coach and a tech liaison for each grade or department to provide ongoing training and assistance.
- District 25 has a backpack for each student in grades 4-8 which is part of the tech fee. Students may take the device home during summer to complete math assignments.
- All districts are teaching digital citizenship.
- Districts 25 and 94 provide training for students and parents to use the devices properly.
- It is understood that teachers are at different levels.
- Staff are given time and opportunities for technology integration and risk-taking.
- Districts started the technology process slowly and then have increased the complexity.
- Students taught board members in one district.
- Hosted a parent night so students could teach their parents.
- Provided a technology boot camp for staff.
- The high school students repair and maintain the Chromebooks.
- The STEM programs also use technology.

## NEXT STEPS ACTIVITY

How can the shared information be applied/modified?

How can the districts further collaborate to integrate technology?

- District 33 could learn from District 25 take-home program.
- Districts check with each other regarding devices that work the best.
- All districts should use google docs as a tool.
- Conduct STEM competitions such as robotics between the schools. Have high school students demonstrate their robots to the middle and elementary school students.
- Conduct a tech fair hosted at District 94.
- Investigate using one system for communication with parents (example: homework that is due).
- Ensure that keyboarding, validity of sources, coding, and digital citizenship are taught in each school district.
- Have high school student's present digital citizenship lessons at the middle schools since they have the most credibility.
- Explore having an electronic book club between partner/feeder schools.
- Articulate the curriculum between the partner/feeder schools.

**WEST CHICAGO COMMUNITY HIGH SCHOOL  
DISTRICT 94**

February 5, 2018

**MEMORANDUM**

TO: Dr. Domeracki

FROM: M. Cheng

RE: **STUDENT ATTENDANCE – JANUARY 2018**

<b>JANUARY</b>	<u>2013/14</u>	<u>2014/15</u>	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>
Average Daily Enrollment:	1977.43	1943.81	1987.50	2062.35	2086.19
Average Daily Attendance:	1904.86	1844.91	1866.67	1942.18	1950.25
Percent Attendance:	96.33	94.91	93.92	94.17	93.57

Students Added 8

Students Dropped 4

Percent Attendance for Previous Months:

October 2017	95.12
November 2017	94.52
December 2017	94.71

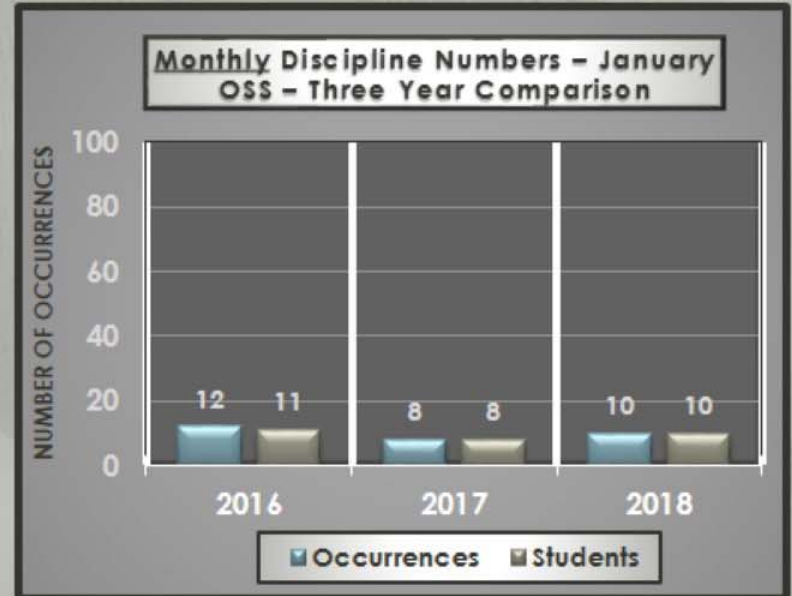
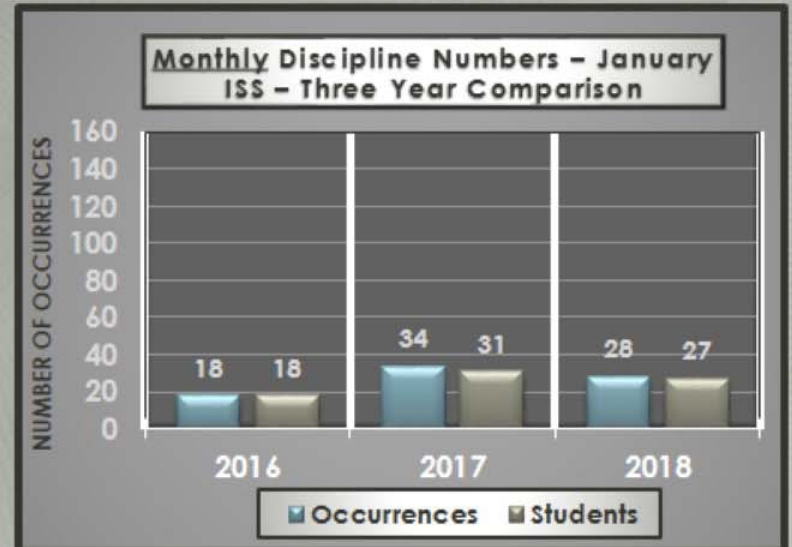
MC/hn

# Monthly Discipline Report – January 2018

## Monthly Discipline Report for January

REASON FOR SUSPENSION	Monthly Discipline Numbers - January					
	2016	2017	2018	2016	2017	2018
IN SCHOOL SUSPENSION	OCC	OCC	OCC	STD	STD	STD
DISOBEDIENCE/DISRESPECT-ISS	4	8	4	4	6	4
DISOBEDIENCE/TARDY-ISS	0	7	0	0	7	0
DISOBEDIENCE/TRUANCY-ISS	13	16	17	13	15	16
ELECTRONIC DEVICE - ISS	1	0	0	1	0	0
SATURDAY SCHOOL-ISS	0	2	4	0	2	4
OTHER	0	1	3	0	1	3
<b>MONTHLY TOTAL ISS SUSPENSIONS</b>	<b>18</b>	<b>34</b>	<b>28</b>	<b>18</b>	<b>31</b>	<b>27</b>

OUT OF SCHOOL SUSPENSION	2016	2017	2018	2016	2017	2018
	OCC	OCC	OCC	STD	STD	STD
DISOBEDIENCE/DISRESPECT-OSS	3	1	5	2	1	5
DISOBEDIENCE/TARDY-OSS	0	0	0	0	0	0
DISOBEDIENCE/TRUANCY-OSS	1	0	0	1	0	0
ELECTRONIC DEVICE - OSS	0	0	0	0	0	0
FIGHTING-OSS	6	4	4	6	4	4
GANG REPRESENTATION/WEAPONS-OSS	0	1	0	0	1	0
ILLEGAL ACT/U.I. ALCOHOL-OSS	0	0	0	0	0	0
ILLEGAL ACT/U.I. MARIJUANA-OSS	1	0	1	1	0	1
SATURDAY SCHOOL-OSS	0	0	0	0	0	0
THEFT-OSS	0	0	0	0	0	0
OTHER	1	2	0	1	2	0
<b>MONTHLY TOTAL OSS SUSPENSIONS</b>	<b>12</b>	<b>8</b>	<b>10</b>	<b>11</b>	<b>8</b>	<b>10</b>



\*Student totals contain duplicates between months.

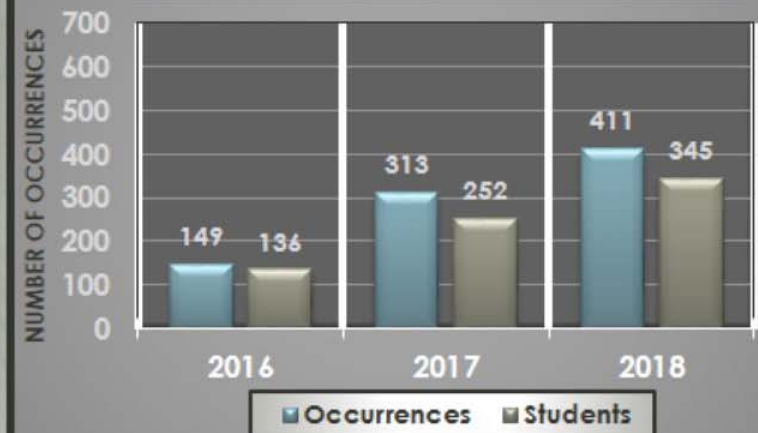
# Yearly Discipline Report – Aug thru Jan \*Yrs16/17/18

## Yearly Discipline Report for August thru January

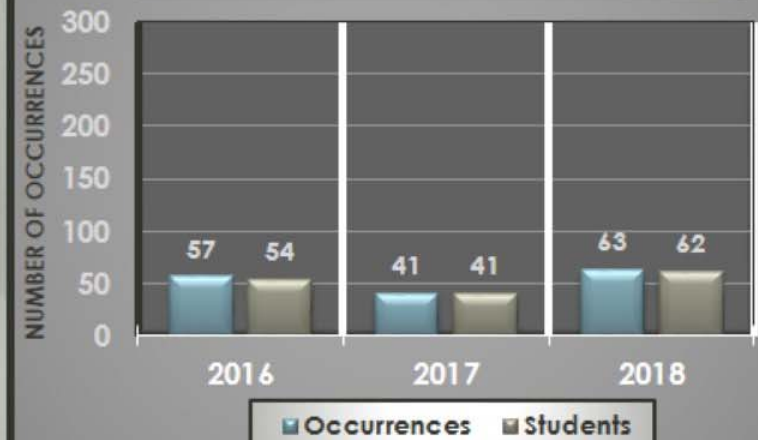
REASON FOR SUSPENSION	Yearly Discipline Numbers					
	2016	2017	2018	2016	2017	2018
IN SCHOOL SUSPENSION	OCC	OCC	OCC	STD	STD	STD
DISOBEDIENCE/DISRESPECT-ISS	20	40	25	20	32	22
DISOBEDIENCE/TARDY-ISS	62	80	159	56	59	128
DISOBEDIENCE/TRUANCY-ISS	64	123	145	57	100	123
ELECTRONIC DEVICE - ISS	3	0	0	3	0	0
SATURDAY SCHOOL-ISS	0	69	70	0	60	62
OTHER	0	1	12	0	1	10
<b>YTD TOTAL ISS SUSPENSIONS</b>	<b>149</b>	<b>313</b>	<b>411</b>	<b>136</b>	<b>252</b>	<b>345</b>

OUT OF SCHOOL SUSPENSION	2016	2017	2018	2016	2017	2018
	OCC	OCC	OCC	STD	STD	STD
DISOBEDIENCE/DISRESPECT-OSS	10	7	23	8	7	23
DISOBEDIENCE/TARDY-OSS	1	0	0	1	0	0
DISOBEDIENCE/TRUANCY-OSS	3	0	0	3	0	0
ELECTRONIC DEVICE - OSS	0	0	0	0	0	0
FIGHTING-OSS	6	16	18	6	16	17
GANG REPRESENTATION/WEAPONS-OSS	1	1	8	1	1	8
ILLEGAL ACT/U.I. ALCOHOL-OSS	6	3	1	6	3	1
ILLEGAL ACT/U.I. MARIJUANA-OSS	2	12	9	2	12	9
SATURDAY SCHOOL-OSS	26	0	0	25	0	0
THEFT-OSS	1	0	2	1	0	2
OTHER	1	2	2	1	2	2
<b>YTD TOTAL OSS SUSPENSIONS</b>	<b>57</b>	<b>41</b>	<b>63</b>	<b>54</b>	<b>41</b>	<b>62</b>

Yearly Discipline Numbers–Aug thru Jan  
ISS – Three Year Comparison



Yearly Discipline Numbers–Aug thru Jan  
OSS – Three Year Comparison



\*Student totals by year contain duplicates between months. August to June Graphs are adjusted at EOY to remove duplicates.

## D94 ASSESSMENT DATA

### School Wide Assessments

- SAT Suite of Assessments - PSAT 9, PSAT 10 and SAT. The SAT is a college admissions test that is used by ISBE as the state accountability test. Replaced EPAS in the 2016-17 school year
- STAR - A brief computer adaptive test used to progress monitor student growth -administered three times a year in math and ELA to 9th, 10th, and 11th graders
- Illinois Science Assessment - state-mandated science assessment administered to all students in biology. First given in the 2015-16, results for the 2015 - 16 administration were released in December 2017

### School Wide Assessments

- ACCESS - English language proficiency test administered to students in ELL. Major changes to the test occurred in the 2016-17 school year
- Advanced Placement - Assessments offered by the College Board annually in May to evaluate student mastery of Advanced Placement curriculum
- Dynamic Learning Maps® (DLM) - Assessments designed for students in special education with the most significant cognitive disabilities for whom general state assessments are not appropriate, even with accommodations. DLM assessments offer students a way to show what they know and can do in mathematics, English language arts, and science. Special Education students

### PSAT 8 – PSAT 9 – PSAT 10 - SAT

- The SAT is a widely accepted college entrance exam produced by the College board.
- PSAT 8/9 and PSAT 10 measure the same content areas as the SAT in a way that make sense for the grade level, to allow for the monitoring of student progress.

### College And Career Readiness Benchmarks

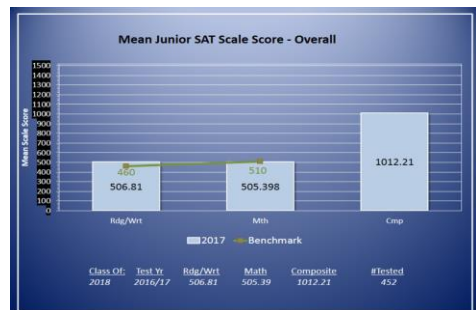
SAT test takers who meet or exceed the Math SAT benchmark have a 75% chance of earning at least a C or better in a first-semester, credit-bearing college course in algebra, statistics, precalculus, or calculus.

Students who take a PSAT-related assessment and meet the Math benchmark for their grade are on track to meet the SAT Math benchmark.

SAT test takers who meet or exceed the Evidence-Based Reading and Writing (ERW) benchmark have a 75% chance of earning at least a C or better in a first-semester, credit-bearing college course in history, literature, social science, or writing.

ISBE has set it own set of benchmarks that are used for school accountability

### Junior Year SAT



### Junior Year SAT - ACT

WCCHS ACT 5 year Average	WCCHS 2017 Average SAT Score	New SAT Total	ACT
19.12	1012.21	1010*	19*
		1020*	20*

\* From New SAT to ACT concordance table, College Board 2016  
<https://collegereadiness.collegeboard.org/pdf/higher-ed-brief-sat-concordance.pdf>

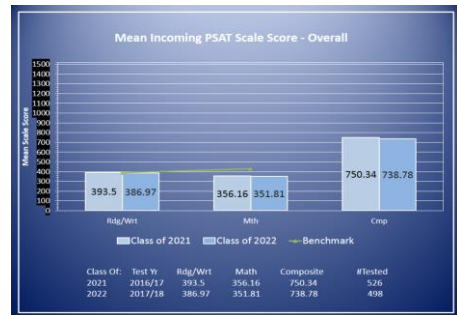
### Class Of 2017 Expected And Actual

	PSAT 9 - PSAT 10 ERW	PSAT 9 - PSAT 10 Math	PSAT 10 - SAT ERW	PSAT 10 - SAT Math
<b>SAT expected average Growth from College Board</b>	24.63	26.76	42.30	39.79
<b>Estimated Composite Growth</b>	24.63 + 26.76 = 51.39		42.30 + 39.79 = 82.06	
	Freshman Year to Junior Year = 82.06+51.39 = 133.45			
<b>Wego Growth, based on converted Plan score - SAT score</b>	Freshman Year to Junior Year = 140.30 (50% of our students make this growth or Higher)			

### PSAT 8

The PSAT 8/9 is the first in the College Board's "SAT Suite of Assessments" and is offered to **eighth and ninth graders**. The purpose of the PSAT 8/9 is to establish a starting point in terms of college and career readiness as students transition to high school. **It's a way for students to practice for the PSAT 10, the PSAT/NMSQT, and the SAT.**

### PSAT 8th Grade



### EXPLORE SCORES



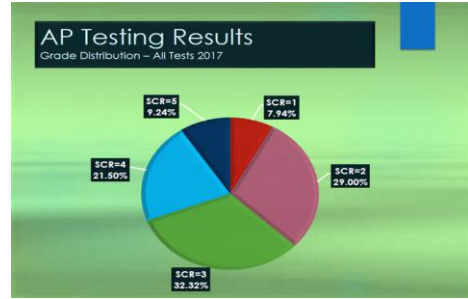
### Advanced Placement Program (AP)

The purpose of the College Board's Advanced Placement program (AP) is to give students who have the skills, aptitude, and prior content knowledge the experience of a college level course at the high school level (Rodriguez, McKillip, & Niu, 2012).

### AP Testing Results



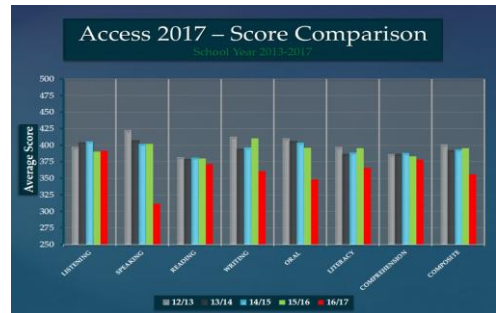
### AP Testing Results Grade Distribution



### What is ACCESS?

**ACCESS for ELLs 2.0** is a standardized large-scale English language proficiency assessment administered to Kindergarten through 12th grade students who have been identified as English language learners (**ELLs**). It is given annually to monitor students' progress in acquiring academic English.

### ACCESS Scores



### What are the ACCESS for ELLs 2.0 Score Changes for 2017?

- The WIDA ELD Standards did not change..
- The expectations for student performance on the assessment (ACCESS for ELLs 2.0) have changed.
- The test items are not harder, but the state has changed how student scores are interpreted into proficiency levels.
- Students must demonstrate higher language skills to achieve proficiency levels.

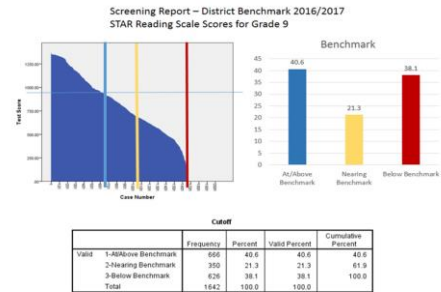
### Impact on WCCHS Bilingual program:

2016-2017	2017-2018
65 students exited	5 students exited
64 10th-12th graders	137 10-12th graders
9th graders is about the same: 70 Students	9th graders: 82 students

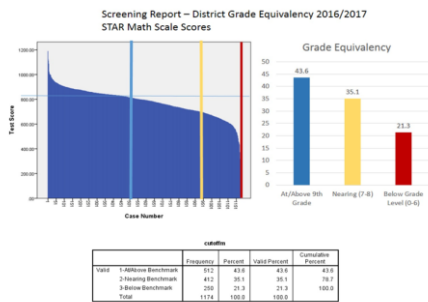
## STAR Enterprise Assessments

STAR Enterprise assessments are designed to help teachers assess students quickly, accurately, and efficiently. STAR provides teachers with reliable and valid data instantly. (Renaissance Learning 2014).

## STAR Reading Data



## STAR Math Data



## STAR and Special Education

- Benchmarks are the minimum performance levels students are expected to reach by certain points of the year in order to meet end-of-year performance goals. (Renaissance Learning, 2015)
- Benchmarks are measured by Scaled Score. Scaled Score is calculated based on the difficulty of questions and the number of correct responses. All normed-referenced scores are derived from the Scaled Score.

## STAR and Special Education

- For the 2016-2017 school year, Special Education Students with a Reading Deficit, increased their Reading average by 1.5 scaled score points per week and by 1.4 scaled score point per week in Math.
- The average scaled score growth for special education students in Math was 52.45 and in Reading 91.45 over the course of the 2016-2017 school year.

\* Scores 2015-2016 school year

## Summary

- Standardized test scores (PSAT 8/9, Freshman STAR) indicate students are entering with greater academic needs
- Standardized test scores (SAT, STAR) indicate expected academic growth at West Chicago Community High School is occurring
- Due to students entering with greater academic needs, average student achievement on ACT/SAT is below college benchmarks
- AP data indicates a growth in the last 6 years in test taken and tests passed

## Recommendations

- Continued use of career and college pathways in course selection and student communication
- Provide more robust data (Naviance) to counselors to aid in course selection and monitoring of student progress
- Analysis of SAT instructional reports by Division Heads
- Adjustments to freshman curriculum and interventions to address greater academic needs
- Analysis of SAT instructional reports by Division Heads
- Adjustments to freshman curriculum and interventions to address greater academic needs

**FACILITIES COMMITTEE MEETING  
COMMUNITY HIGH SCHOOL DISTRICT 94  
February 1, 2018 - 5:30 PM**

**WEST CHICAGO COMMUNITY HIGH SCHOOL  
326 JOLIET STREET - ROOM 122  
WEST CHICAGO, IL 60185**

**A G E N D A**

Committee Members:

Ruben Campos, Board Member

Rich Nagel, Board Member

Gary Saake, Board President

Gordon Cole, Director of Building Operations

Douglas Domeracki, Superintendent, Ex Officio

1. Roll Call
2. Public Comment
3. 2019-2020 Addition and Renovation Concept Plan Review
4. 2018 Construction Program Update
5. Construction Manager Contract
6. Adjournment

**Facility Committee Meeting  
February 1, 2018  
326 Joliet Street  
Room 122**

Minutes of the Facility Committee held on February 1, 2018 at 326 Joliet St., West Chicago, Illinois from 5:31 p.m. – 6:48 p.m.

Call to order: The meeting was called to order at 5:31 p.m.

1. Roll Call: Facility Committee Members Present: Gary Saake, Ruben Campos, Rich Nagel (joined the meeting at 5:40 p.m.), Gordon Cole, Douglas Domeracki, Ex Officio  
Others present: Dave Blatchley, Bill Templin (DLA), Peter Ponterelli (DLA) and Justin Rios (DLA)

2. Public Comment: There was no public comment.

3. 2019 – 2020 Addition and Renovation Concept Plan Review:

Dr. Domeracki and Bill Templin began with a review of the Concept planning process to date. The process began in June of 2017 with Division Heads presenting their needs and desires. This was followed by numerous meetings between architects and staff and additional follow-up sessions with Division Heads.

Justin Rios from DLA Architects, Ltd. then reviewed the current concept drawings which show the potential areas of the building where each department will be located. The review included: District Office space, Principal office area, SPED program areas and offices, Attendance Office, SRC, Health, Art, LRC, English, Music, Tech staff space, TSI, Drama, the front of the auditorium, Humanities, Foreign Language and ESL.

The cost implications of this plan was discussed. Cost estimating will begin as design details are developed and the Construction Manager is brought on board.

4. 2018 Construction Program Update:

A brief overview of the 2018 construction program was conducted by Gordon Cole. Some work will begin over Spring Break, primarily demolition of some of the air handlers in the Field House as, well as the Lincoln Hall ramp. Discussions are ongoing regarding additional work that may be started prior to the end of the school year.

5. Construction Manager Contract:

Mr. Cole updated the Committee on the Construction Manager contracts. There will be two standard form AIA contracts. There will also be two new AIA agreements with DLA. These are currently under review by the District's attorney.

6. Adjournment:

Motion by Ruben Campos to adjourn seconded by Gary Saake. The meeting adjourned at 6:48 p.m.

# ADDITIONS AND REMODELING

D 94- WEST CHICAGO COMMUNITY HIGH SCHOOL  
01 FEBRUARY 2018





NORTH FIRST FLOOR MASTER PLAN

# ADDITIONS AND REMODELING

D-94 WEST CHICAGO COMMUNITY HIGH SCHOOL  
01 FEBRUARY 2018

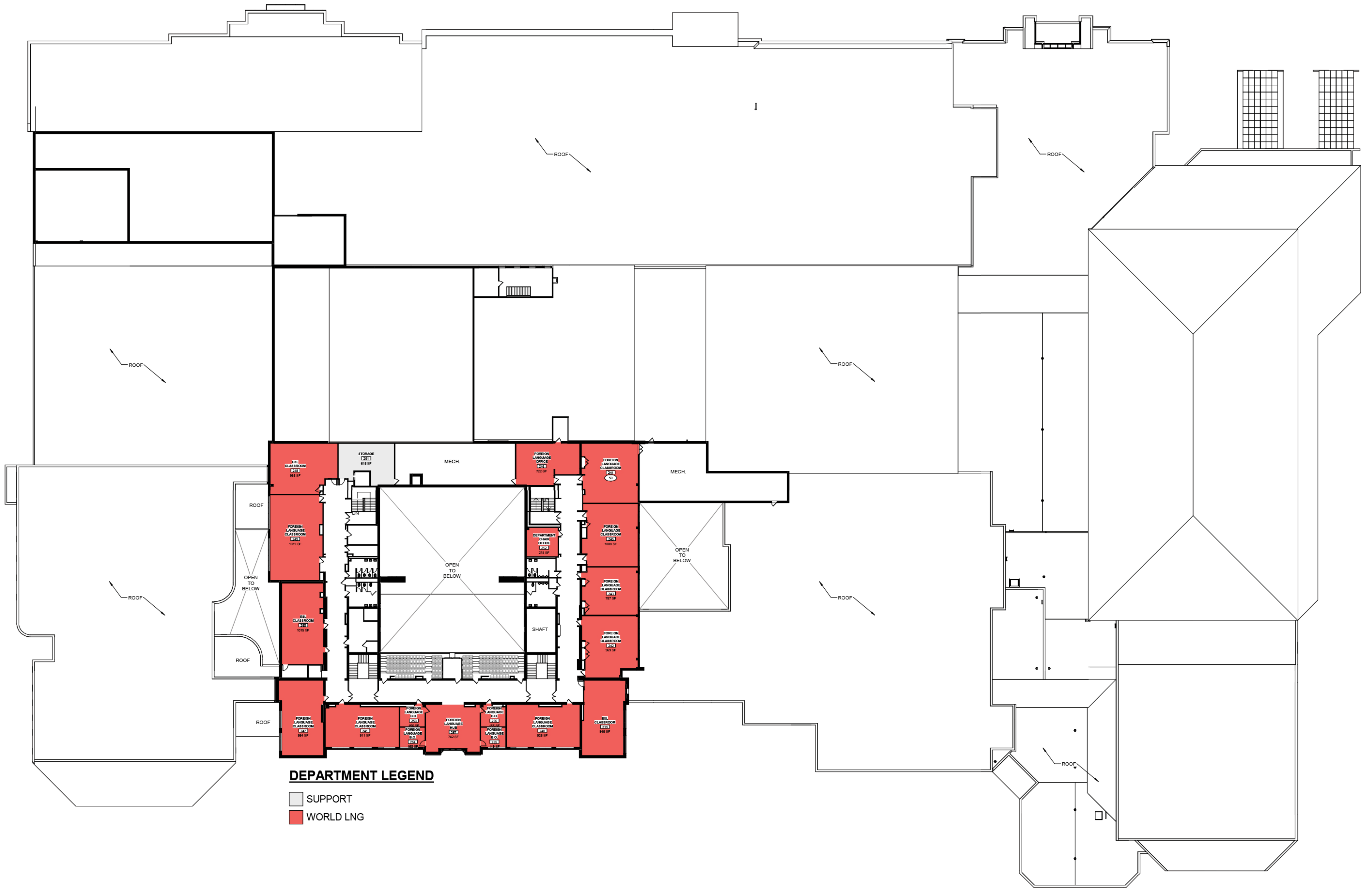


**DEPARTMENT LEGEND**

- CIRCULATION
- HUMANITIES
- INFO&TECH
- LANGUAGE ARTS
- MEDIA CENTER
- PERFORMING ARTS
- RTI
- SCIENCE
- SUPPORT

NORTH ↘ SECOND FLOOR MASTER PLAN





**DEPARTMENT LEGEND**

- SUPPORT
- WORLD LNG

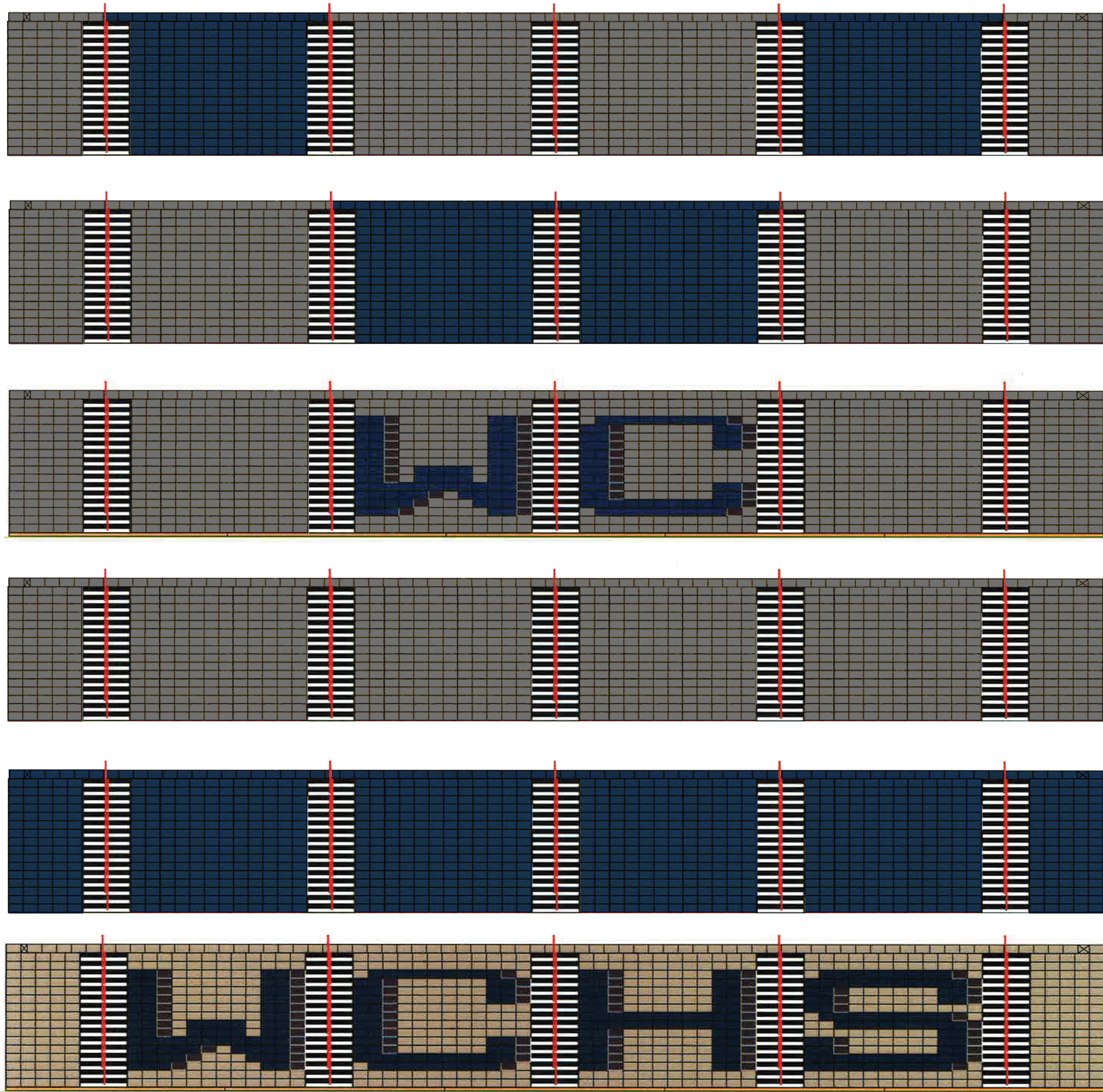
NORTH \ THIRD FLOOR MASTER PLAN

**ADDITIONS AND REMODELING**

D-94 WEST CHICAGO COMMUNITY HIGH SCHOOL  
01 FEBRUARY 2018

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BLEACHER OPTIONS



# **Community High School District 94**

**WEST CHICAGO COMMUNITY HIGH SCHOOL  
326 JOLIET STREET WEST CHICAGO, IL -  
COMMONS**

**Amended Finance Committee Meeting**

**February 8, 2018**

**6:00 PM**

## **Agenda**

### Committee Members:

Gary Saake, Board President

Kevin Kotche, Board Treasurer

Ruben Campos, Board Member

Dave Blatchley, Director of Business Services

Douglas Domeracki, Superintendent, Ex Officio

1. Roll Call
2. Public Comment
3. Review of IASB Draft Policies Related to the Operational Services Section
4. Recommendations From Committee for Revisions of IASB Policies in the Operational Services Section
5. Discussion of Efficiencies
6. Discussion of Long-Range Plans
7. Discussion of Tax Abatements
8. Adjournment

**Finance Committee Meeting  
February 8, 2018  
326 Joliet Street  
Commons**

Minutes of the Finance Committee meeting held on February 8, 2018 at West Chicago Community High School from 6:00 p.m. to 7:31 p.m.

Call to Order: The meeting was called to order at 6:00 p.m.

1. Roll Call: Finance Committee Members Present: Gary Saake, David Blatchley, Kevin Kotche, Ruben Campos, Douglas Domeracki, Ex Officio  
Other Board Members Present: Susan Gillespie  
Others present Diane Masschelin (Recording Secretary)
2. Public Comment: Beth Tipton urged the Committee to make teachers a financial priority. Samantha Tipton, a senior, addressed the Committee in support of the teachers.
3. Review of the IASB Draft Policies Related to the Operational Services Section:  
The policies were not reviewed at this time.
4. Recommendations from the Committee for Revisions of IASB Policies Related to the Operational Services Section:  
A draft copy of the IASB Policy relating to the Operational Services Section was distributed to the Committee. The new policy aligns the district with a policy process approved and vetted by 95% of the school districts in the state. The Committee reviewed the sections and made comments. The Committee felt that clarification and research was needed with regard to many of the new policies. The Committee wanted to compare the old policy to the new policy to ensure that the new policy covers the topics that are currently in place.  
The Committee mentioned that there would be no recommendations at this time. The Committee was asked to flag the pages and list the areas of concern, then re-evaluate by bringing it back to the Finance Committee with a final edited marked version.
5. Discussion of Efficiencies:  
A document from Joe Neilon was distributed to the Committee for consideration regarding Chromebooks. Dr. Domeracki stated the feeder schools were not interested in taking them. It was mentioned that if we were to provide them to the seniors, assuming they have had the Chromebooks for four years or paid for the replacement, that we sell the Chromebooks to them for a nominal fee of \$1, \$5 or \$10.  
Before any recommendations can be made, the Committee wants to understand what the form of release would look like and the process for all the cash handling. A document will need to be designed for the transfer of ownership. Mr. Blatchley stated that he would work with the Joe Neilon on the process.

Another efficiency topic pertained to Student Activities. Activities which have not been meeting were highlighted. The Committee would like an annual process put in place for activities that have not been meeting. A new list should be developed to include those activities that had students associated with the activity, along with listing the last meeting date for each activity. The Committee also requested that a mechanism be put in place for redistributing remaining funds from defunct clubs to active clubs. Dave Blatchley stated he would work on the requests with the Marc Wolfe.

6. Discussion of Long Range Plans:

A packet from Forecast5 for the Long Range Plan was distributed that listed various funds (capital excluded) from FY 2013 to FY 2023 projecting year-end balances. PMA has a tool called 5Cast. Information is entered for various assumptions and it maps out several different scenarios, which is key for determining the likely impact on the long-range fiscal health of the district.

It was mentioned that, after contracts are signed with the Teachers' Association and the Support Staff, the updated assumptions will be reviewed in detail at a separate Finance Committee Meeting. Mr. Blatchley will keep the Committee updated.

7. Discussion of Tax Abatements:

A packet distributed to the Committee included two renditions of a Tax Abatement Program Proposal in the form of templates. Districts 33 and 94 worked together to develop a template and want to bring the proposal template to the City of West Chicago to define thresholds and boundaries for the kinds of tax abatements that the districts desire. The Committee members were invited to review the proposal templates prior to moving forward with the city. Dr. Domeracki would like to bring the template to the Board for consideration of further abatement programs. The Committee requested the templates be sent electronically so that comments can be made.

Among the other handouts for Discussions of Tax Abatement were two Intergovernmental Agreements. The Committee discussed the agreements and asked for more information regarding the economic impacts to the district's finances before this could be brought to the Board. Dr. Domeracki will get clarification from the city and will send electronically to the Committee. Dr. Domeracki stated he would like to have this put on the Board Agenda for action at the February 20, 2018.

Mr. Saake moved to adjourn, Mr. Kotche seconded the motion. The meeting was adjourned by unanimous voice vote at 7:31 p.m.

**COMMUNITY HIGH SCHOOL DISTRICT 94  
BOARD OF EDUCATION POLICY MANUAL  
TABLE OF CONTENTS  
SECTION 4 – OPERATIONAL SERVICES**

Fiscal and Business

- 4:10 Fiscal and Business Management
- 4:15 Identity Protection
- 4:20 Fund Balances
- 4:30 Revenue and Investments
- 4:40 Incurring Debt
- 4:45 Insufficient Fund Checks and Debt Recovery
- 4:50 Payment Procedures
- 4:55 Use of Credit and Procurement Cards
- 4:60 Purchases and Contracts
- 4:70 Resource Conservation
- 4:80 Accounting and Audits
- 4:90 Activity Funds
- 4:100 Insurance Management

Operations

- 4:110 Transportation
- 4:120 Food Services
- 4:130 Free and Reduced-Price Food Services
  - 4:130-E Exhibit - Free and Reduced-Price Food Services; Meal Charge Notifications
- 4:140 Waiver of Student Fees
- 4:150 Facility Management and Building Programs
- 4:160 Environmental Quality of Buildings and Grounds

Safety and Security

- 4:170 Safety
- 4:175 Convicted Child Sex Offender; Screening; Notifications
- 4:180 Pandemic Preparedness

*Because certain policy numbers are used for IASB sample policies, districts should use numbers ending in 2, 4, 6, or 8 for locally developed policies on topics not covered by IASB sample policies.*

## Operational Services

### Fiscal and Business Management

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

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

### Budget Planning

The District's fiscal year is from July 1 until June 30. The Superintendent shall present to the Board, September, a tentative budget with appropriate explanation. This budget shall represent the culmination of an ongoing process of planning for the fiscal support needed for the District's educational program. The District's budget shall be entered upon the Illinois State Board of Education's "School District Budget Form." To the extent possible, the tentative budget shall be balanced as defined by the State Board of Education guidelines. The Superintendent shall complete a tentative deficit reduction plan if one is required by the State Board of Education guidelines.

### Preliminary Adoption Procedures

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

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

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

At the public hearing, the proposed budget shall be reviewed, and the public shall be invited to comment, question, or advise the Board.

### Final Adoption Procedures

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

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

The Superintendent or designee shall perform each of the following:

1. Post the District's final annual budget, itemized by receipts and expenditures, on the District's Internet website; notify parents/guardians that it is posted and provide the website's address.

2. File a certified copy of the budget resolution and an estimate of revenues by source anticipated to be received in the following fiscal year, certified by the District's Chief Fiscal Officer, with the County Clerk within 30 days of the budget's adoption.
3. Make all preparations necessary for the Board to timely file its Certificate of Tax Levy, including preparations to comply with the Truth in Taxation Act; file the Certificate of Tax Levy with the County Clerk on or before the last Tuesday in December. The Certificate lists the amount of property tax money to be provided for the various funds in the budget.
4. Submit the annual budget, a deficit reduction plan if one is required by State Board of Education guidelines, and other financial information to the State Board of Education according to its requirements.

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

#### Budget Amendments

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

#### Implementation

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

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

LEGAL REF.: 35 ILCS 200/18-55 et seq.  
105 ILCS 5/10-17, 5/10-22.33, 5/17-1, 5/17-1.2, 5/17-2A, 5/17-3.2, 5/17-11, 5/20-5, 5/20-8, and 5/20-10.  
23 Ill.Admin.Code Part 100.

CROSS REF.: 4:40 (Incurring Debt), 6:235 (Access to Electronic Networks)

ADOPTED:

## Operational Services

### Identity Protection

The collection, storage, use, and disclosure of social security numbers by the School District shall be consistent with State and federal laws. The goals for managing the District's collection, storage, use, and disclosure of social security numbers are to:

1. Limit all activities involving social security numbers to those circumstances that are authorized by State or federal law.
2. Protect each social security number collected or maintained by the District from unauthorized disclosure.

The Superintendent is responsible for ensuring that the District complies with the Identity Protection Act, 5 ILCS 179/. Compliance measures shall include each of the following:

1. All employees having access to social security numbers in the course of performing their duties shall be trained to protect the confidentiality of social security numbers. Training should include instructions on the proper handling of information containing social security numbers from the time of collection through the destruction of the information.
2. Only employees who are required to use or handle information or documents that contain social security numbers shall have access to such information or documents.
3. Social security numbers requested from an individual shall be provided in a manner that makes the social security number easily redacted if the record is required to be released as part of a public records request.
4. When collecting a social security number or upon request by an individual, a statement of the purpose(s) for which the District is collecting and using the social security number shall be provided. The stated reason for collection of the social security number must be relevant to the documented purpose.
5. All employees must be advised of this policy's existence, and a copy of the policy must be made available to each employee. The policy must also be made available to any member of the public, upon request.
6. If this policy is amended, employees will be advised of the existence of the amended policy and a copy of the amended policy will be made available to each employee.

No District employee shall collect, store, use, or disclose an individual's social security number unless specifically authorized by the Superintendent. This policy shall not be interpreted as a guarantee of the confidentiality of social security numbers and/or other personal information. The District will use best efforts to comply with this policy, but this policy should not be construed to convey any rights to protection of information not otherwise afforded by law.

LEGAL REF.: 5 ILCS 179/, Identity Protection Act.  
50 ILCS 205/3, Local Records Act.  
105 ILCS 10/, Illinois School Student Records Act.

CROSS REF: 2:250 (Access to District Public Records), 5:150 (Personnel Records), 7:340  
(Student Records)

ADOPTED:

DRAFT

**Operational Services**

**Fund Balances**

The Superintendent or designee shall maintain fund balances adequate to ensure the District's ability to maintain levels of service and pay its obligations in a prompt manner in spite of unforeseen events or unexpected expenses. The Superintendent or designee shall inform the Board whenever it should discuss drawing upon its reserves or borrowing money.

CROSS REF.: 4:10 (Fiscal and Business Management), 4:80 (Accounting and Audits)

ADOPTED:

DRAFT

## Operational Services

### Revenue and Investments

#### Revenue

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

#### Investments

The Superintendent shall either appoint a Chief Investment Officer or serve as one. The Chief Investment Officer shall invest money that is not required for current operations, in accordance with this policy and State law.

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

#### Investment Objectives

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

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

#### Authorized Investments

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

Except as provided herein, investments may be made only in banks, savings banks, savings and loan associations, or credit unions that are insured by the Federal Deposit Insurance Corporation or other approved share insurer.

#### Selection of Depositories, Investment Managers, Dealers, and Brokers

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

In order to be an authorized depository, each institution must submit copies of the last 2 sworn statements of resources and liabilities or reports of examination that the institution is required to furnish to the appropriate State or federal agency. Each institution designated as a depository shall, while acting as such depository, furnish the District with a copy of all statements of resources and liabilities or all reports of examination that it is required to furnish to the appropriate State or federal agency.

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

The District may consider a financial institution's record and current level of financial commitment to its local community when deciding whether to deposit funds in that financial institution. The District may consider factors including:

1. For financial institutions subject to the federal Community Reinvestment Act of 1977, the current and historical ratings that the financial institution has received, to the extent that those ratings are publicly available, under the federal Community Reinvestment Act of 1977;
2. Any changes in ownership, management, policies, or practices of the financial institution that may affect the level of the financial institution's commitment to its community;
3. The financial impact that the withdrawal or denial of District deposits might have on the financial institution;
4. The financial impact to the District as a result of withdrawing public funds or refusing to deposit additional public funds in the financial institution; and
5. Any additional burden on the District's resources that might result from ceasing to maintain deposits of public funds at the financial institution under consideration.

#### Collateral Requirements

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

#### Safekeeping and Custody Arrangements

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

#### Controls and Report

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

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

information. The investment portfolio's performance shall be measured by appropriate and creditable industry standards for the investment type.

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

Ethics and Conflicts of Interest

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

1. Have any interest, directly or indirectly, in any investments in which the District is authorized to invest,
2. Have any interest, directly or indirectly, in the sellers, sponsors, or managers of those investments, or
3. Receive, in any manner, compensation of any kind from any investments in that the agency is authorized to invest.

LEGAL REF.: 30 ILCS 235/  
105 ILCS 5/8-7, 5/10-22.44, 5/17-1, and 5/17-11.

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

ADOPTED:

## Operational Services

### Incurring Debt

The Superintendent shall provide early notice to the Board of Education of the District's need to borrow money. The Superintendent or designee shall prepare all documents and notices necessary for the Board, at its discretion, to: (1) issue State Aid Anticipation Certificates, tax anticipation warrants, working cash fund bonds, bonds, notes, and other evidence of indebtedness, or (2) establish a line of credit with a bank or other financial institution. The Superintendent shall notify the State Board of Education before the District issues any form of long-term or short-term debt that will result in outstanding debt that exceeds 75% of the debt limit specified in State law.

LEGAL REF.: 30 ILCS 305/2 and 352/1 et seq.  
50 ILCS 420/  
105 ILCS 5/17-16, 5/17-17, 5/18-18, and 5/19-1 et seq.

CROSS REF.: 4:10 (Fiscal and Business Management)

ADOPTED:

## Operational Services

### Insufficient Fund Checks and Debt Recovery

#### Insufficient Fund Checks

The Superintendent or designee is responsible for collecting up to the maximum fee authorized by State law for returned checks written to the District that are not honored upon presentation to the respective bank or other depository institution for any reason. The Superintendent is authorized to contact the Board Attorney whenever necessary to collect the returned check amount, fee, collection costs and expenses, and interest.

#### Delinquent Debt Recovery

The Superintendent is authorized to seek collection of delinquent debt owed the District to the fullest extent of the law.

A Local Debt Recovery Program may be available through the Illinois Office of the Comptroller (IOC) in the future. To participate in it, an intergovernmental agreement (IGA) between the District and the IOC must be in existence. The IGA establishes the terms under which the District may refer a delinquent debt to the IOC for an offset (deduction). The IOC may execute an offset, in the amount of the delinquent debt owed to the District, from a future payment that the State makes to an individual or entity responsible for paying the delinquent debt.

The Superintendent or designee shall execute the requirements of the IGA. While executing the requirements of the IGA, the Superintendent or designee is responsible, without limitation, for each of the following:

1. Providing a District-wide, uniform, method of notice and due process to the individual or entity against whom a claim for delinquent debt payment (*claim*) is made. Written notice and an opportunity to be heard must be given to the individual or entity responsible for paying a delinquent debt before the claim is certified to the IOC for offset. The notice must state the claim's amount, the reason for the amount due, the claim's date or time period, and a description of the process to challenge the claim. An individual or entity challenging a claim shall be provided an informal proceeding to refute the claim's existence, amount, or current collectability; the decision following this proceeding shall be reviewable. If a waiver of student fees is requested as a challenge to paying the claim, and the waiver of student fees is denied, an appeal of the denial of a fee waiver request shall be handled according to 4:140, *Waiver of Student Fees*. If no waiver of student fees is requested, reviews regarding payment of the claim shall be handled according to this policy before certification to the IOC for offset.
2. Certifying to the IOC that the debt is past due and legally enforceable, and notifying the IOC of any change in the status of an offset claim for delinquent debt.
3. Responding to requests for information from the IOC to facilitate the prompt resolution of any administrative review requests received by the IOC.

LEGAL REF.: 15 ILCS 405/10.05 and 10.05d.  
810 ILCS 5/3-806.

ADOPTED:

## Operational Services

### Payment Procedures

The Treasurer shall prepare a list of all due and payable bills, indicating vendor name and amount, and shall present it to the Board of Education in advance of the Board's first regular monthly meeting or, if necessary, a special meeting. These bills are reviewed by the Board, after which they may be approved for payment by Board order. Approval of all bills shall be given by a roll call vote and the votes shall be recorded in the minutes. The Treasurer shall pay the bills after receiving a Board order or pertinent portions of the Board minutes, even if the minutes are unapproved, provided the order or minutes are signed by the Board President and Secretary, or a majority of the Board.

The Treasurer is authorized, without further Board approval, to pay Social Security taxes, wages, pension contributions, utility bills, and other recurring bills. These disbursements shall be included in the listing of bills presented to the Board.

The Board authorizes the Superintendent or designee to establish revolving funds and a petty cash fund system for school cafeterias, lunchrooms, athletics, or similar purposes, provided such funds are maintained in accordance with Board policy 4:80, *Accounting and Audits*, and remain in the custody of an employee who is properly bonded according to State law.

LEGAL REF.: 105 ILCS 5/8-16, 5/10-7, and 5/10-20.19.  
23 Ill.Admin.Code §100.70,

CROSS REF.: 4:55 (Use of Credit and Procurement Cards), 4:60 (Purchases and Contracts),  
4:80 (Accounting and Audits)

ADOPTED:

## **Operational Services**

### **Use of Credit and Procurement Cards**

The Superintendent and employees designated by the Superintendent are authorized to use District credit and procurement cards to simplify the acquisition, receipt, and payment of purchases and travel expenses incurred on the District's behalf. Credit and procurement cards shall only be used for those expenses that are for the District's benefit and serve a valid and proper public purpose; they shall not be used for personal purchases. Cardholders are responsible for exercising due care and judgment and for acting in the District's best interests.

The Superintendent or designee shall manage the use of District credit and procurement cards by employees. It is the Board's responsibility, through the audit and approval process, to determine whether District credit and procurement card use by the Superintendent is appropriate.

In addition to the other limitations contained in this and other Board policies, District credit and procurement cards are governed by the following restrictions:

1. Credit and/or procurement cards may only be used to pay certain job-related expenses or to make purchases on behalf of the Board or District or any student activity fund, or for purposes that would otherwise be addressed through a conventional revolving fund.
2. The Superintendent or designee shall instruct the issuing bank to block the cards' use at unapproved merchants.
3. Each cardholder, other than the Superintendent, may charge no more than \$500 in a single purchase and no more than \$1000 within a given month without prior authorization from the Superintendent.
4. The Superintendent or designee must approve the use of a District credit or procurement card whenever such use is by telephone, fax, and the Internet. Permission shall be withheld when the use violates any Board policy, is from a vendor whose reputation has not been verified, or would be more expensive than if another available payment method were used.
5. The consequences for unauthorized purchases include, but are not limited to, reimbursing the District for the purchase amount, loss of cardholding privileges, and, if made by an employee, discipline up to and including discharge.
6. All cardholders must sign a statement affirming that they are familiar with this policy.
7. The Superintendent shall implement a process whereby all purchases using a District credit or procurement card are reviewed and approved by someone other than the cardholder or someone under the cardholder's supervision.
8. Cardholders must submit the original, itemized receipt to document all purchases.
9. No individual may use a District credit or procurement card to make purchases in a manner contrary to State law, including, but not limited to, the bidding and other purchasing requirements in 105 ILCS 5/10-20.21, or any Board policy.
10. The Superintendent or designee shall account for any financial or material reward or rebate offered by the company or institution issuing the District credit or procurement card and shall ensure that it is used for the District's benefit.

LEGAL REF.: 105 ILCS 5/10-20.21.  
23 Ill.Admin.Code §100.70(d).

CROSS REF.: 4:50 (Payment Procedures), 4:60 (Purchases and Contracts), 4:80 (Accounting and Audits), 4:90 (Activity Funds), 5:60 (Expenses)

ADOPTED:

DRAFT

## Operational Services

### Purchases and Contracts

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

#### Standards for Purchasing and Contracting

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

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

Adoption of the annual budget authorizes the Superintendent or designee to purchase budgeted supplies, equipment, and services, provided that State law is followed. Purchases of items outside budget parameters require prior Board approval, except in an emergency.

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

1. Supplies, materials, or work involving an expenditure in excess of \$25,000 must comply with the State law bidding procedure, 105 ILCS 5/10-20.21, unless specifically exempted.
2. Construction, lease, or purchase of school buildings must comply with State law and Board policy 4:150, *Facility Management and Building Programs*.
3. Guaranteed energy savings must comply with 105 ILCS 5/19b-1 *et seq.*
4. Third party non-instructional services must comply with 105 ILCS 5/10-22.34c.
5. Goods and services that are intended to generate revenue and other remunerations for the District in excess of \$1,000, including without limitation vending machine contracts, sports and other attire, class rings, and photographic services, must comply with 105 ILCS 5/10-20.21. The Superintendent or designee shall keep a record of: (1) each vendor, product, or service provided, (2) the actual net revenue and non-monetary remuneration from each contract or agreement, and (3) how the revenue was used and to whom the non-monetary remuneration was distributed. The Superintendent or designee shall report this information to the Board by completing the necessary forms that must be attached to the District's annual budget.
6. Any contract to purchase food with a bidder or offeror must comply with 105 ILCS 5/10-20.21(b-10).
7. The purchase of paper and paper products must comply with 105 ILCS 5/10-20.19c and Board policy 4:70, *Resource Conservation*.
8. Each contractor with the District is bound by each of the following:
  - a. In accordance with 105 ILCS 5/10-21.9(f): (1) prohibit any of its employees who is or was found guilty of a criminal offense listed in 105 ILCS 5/10-21.9(c) and 5/21B-80(c) to have direct, daily contact at a District school or school-related activity with one or more student(s); (2) prohibits any of the contractor's employees from having direct, daily contact with one or more students if the employee was found guilty of any offense in 5/21B-80(b) (certain drug offenses) until seven years following the end of the employee's sentence for the criminal offense; and (3) require each of its employees who will have

direct, daily contact with student(s) to cooperate during the District's fingerprint-based criminal history records check on him or her.

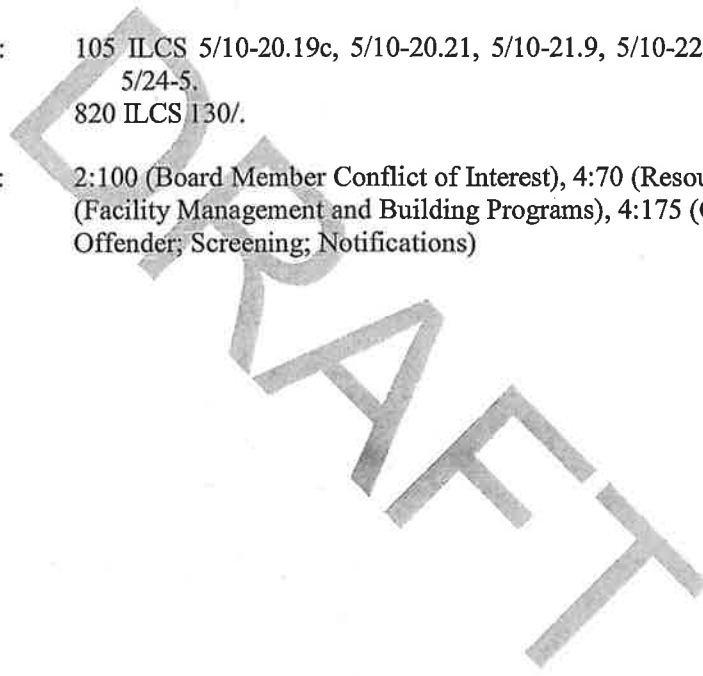
- b. In accordance with 105 ILCS 5/24-5: (1) concerning each employee who begins providing services in the District after June 16, 2014, provide the District with evidence of physical fitness to perform the duties assigned and freedom from communicable disease if the employee will have direct, daily contact with one or more student(s); and (2) require any new or existing employee who has and will have direct, daily contact with one or more student(s) to complete additional health examinations as required by the District and be subject to additional health examinations, including tuberculosis screening, as required by the Illinois Department of Public Health rules or order of a local health official.

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

LEGAL REF.: 105 ILCS 5/10-20.19c, 5/10-20.21, 5/10-21.9, 5/10-22.34c, 5/19b-1 et seq., and 5/24-5.  
820 ILCS 130/.

CROSS REF.: 2:100 (Board Member Conflict of Interest), 4:70 (Resource Conservation), 4:150 (Facility Management and Building Programs), 4:175 (Convicted Child Sex Offender; Screening; Notifications)

ADOPTED:



## Operational Services

### Resource Conservation

The Superintendent or designee shall manage a program of energy and resource conservation for the District that includes:

1. Periodic review of procurement procedures and specifications to ensure that purchased products and supplies are reusable, durable, or made from recycled materials, if economically and practically feasible.
2. Purchasing recycled paper and paper products in amounts that will, at a minimum, meet the specifications in the School Code, if economically and practically feasible.
3. Periodic review of procedures on the reduction of solid waste generated by academic, administrative, and other institutional functions. These procedures shall: (a) require recycling the District's waste stream, including landscape waste, computer paper, and white office paper, if economically and practically feasible; (b) include investigation of the feasibility of potential markets for other recyclable materials that are present in the District's waste stream; and (c) be designed to achieve, before July 1, 2020, at least a 50% reduction in the amount of solid waste that is generated by the District.
4. Adherence to energy conservation measures.

LEGAL REF.: 105 ILCS 5/10-20.19c.

CROSS REF.: 4:60 (Purchases and Contracts), 4:150 (Facility Management and Building Programs)

ADOPTED:

## Operational Services

### Accounting and Audits

The School District's accounting and audit services shall comply with the *Requirements for Accounting, Budgeting, Financial Reporting, and Auditing*, as adopted by the Illinois State Board of Education, State and federal laws and regulations, and generally accepted accounting principles. Determination of liabilities and assets, prioritization of expenditures of governmental funds, and provisions for accounting disclosures shall be made in accordance with government accounting standards as directed by the auditor designated by the Board. The Superintendent, in addition to other assigned financial responsibilities, shall report monthly on the District's financial performance, both income and expense, in relation to the financial plan represented in the budget.

### Annual Audit

At the close of each fiscal year, the Superintendent shall arrange an audit of the District funds, accounts, statements, and other financial matters. The audit shall be performed by an independent certified public accountant designated by the Board and be conducted in conformance with prescribed standards and legal requirements. A complete and detailed written audit report shall be provided to each Board member and to the Superintendent. The Superintendent shall annually, on or before October 15, submit an original and one copy of the audit to the Regional Superintendent of Schools.

### Annual Financial Report

The Superintendent or designee shall annually prepare and submit the Annual Financial Report on a timely basis using the form adopted by the Illinois State Board of Education. The Superintendent shall review and discuss the Annual Financial Report with the Board before it is submitted.

### Inventories

The Superintendent or designee is responsible for establishing and maintaining accurate inventory records. The inventory record of supplies and equipment shall include a description of each item, quantity, location, purchase date, and cost or estimated replacement cost.

### Disposition of District Property

The Superintendent or designee shall notify the Board, as necessary, of the following so that the Board may consider its disposition: (1) District personal property (property other than buildings and land) that is no longer needed for school purposes, and (2) school site, building, or other real estate that is unnecessary, unsuitable, or inconvenient. Notwithstanding the above, the Superintendent or designee may unilaterally dispose of personal property of a diminutive value.

### Taxable Fringe Benefits

The Superintendent or designee shall: (1) require that all use of District property or equipment by employees is for the District's convenience and best interests unless it is a Board-approved fringe benefit, and (2) ensure compliance with the Internal Revenue Service regulations regarding when to report an employee's personal use of District property or equipment as taxable compensation.

### Controls for Revolving Funds and Petty Cash

Revolving funds and the petty cash system are established in Board policy 4:50, *Payment Procedures*. The Superintendent shall: (1) designate a custodian for each revolving fund and petty cash fund, (2) obtain a bond for each fund custodian, and (3) maintain the funds in compliance with this policy,

State law, and Illinois State Board of Education rules. A check for the petty cash fund may be drawn payable to the designated petty cash custodian. Each revolving fund shall be maintained in a bank that has been approved by the Board and established in an amount approved by the Superintendent consistent with the annual budget. All expenditures from these bank accounts must be directly related to the purpose for which the account was established and supported with documentation, including signed invoices or receipts. All deposits into these bank accounts must be accompanied with a clear description of their intended purpose. The Superintendent or designee shall include checks written to reimburse revolving funds on the Board's monthly listing of bills indicating the recipient and including an explanation.

#### Control Requirements for Checks

The Board must approve all bank accounts opened or established in the District's or a District school's name or with the District's Federal Employer Identification Number. All checks issued by the School District must be signed by either the Treasurer or Building Principal, except that checks from an account containing student activity funds and revolving accounts may be signed by the respective account custodian.

#### Internal Controls

The Superintendent is primarily responsible for establishing and implementing a system of internal controls for safeguarding the District's financial condition; the Board, however, will oversee these safeguards. The control objectives are to ensure efficient business and financial practices, reliable financial reporting, and compliance with State law and Board policies, and to prevent losses from fraud, employee error, misrepresentation by third parties, or imprudent employee action.

The Superintendent or designee shall annually audit the District's financial and business operations for compliance with established internal controls and provide the results to the Board. The Board may from time-to-time engage a third-party to audit internal controls in addition to the annual audit.

LEGAL REF.: 105 ILCS 5/2-3.27, 5/2-3.28, 5/3-7, 5/3-15.1, 5/5-22, 5/10-21.4, 5/10-20.19, 5/10-22.8, and 5/17-1 *et seq.*  
23 Ill.Admin.Code Part 100.

CROSS REF.: 4:10 (Fiscal and Business Management), 4:50 (Payment Procedures), 4:55 (Use of Credit and Procurement Cards), 4:90 (Activity Funds)

ADOPTED:

## Operational Services

### Activity Funds

The Board of Education, upon the Superintendent or designee's recommendation, establishes student activity funds to be managed by student organizations under the guidance and direction of a staff member for educational, recreational, or cultural purposes.

The Superintendent or designee shall be responsible for supervising student activity funds in accordance with Board policy, 4:80, *Accounting and Audits*; State law; and the Illinois State Board of Education rules for student activity funds. The Board will appoint a treasurer for each fund to serve as the fund's sole custodian and be bonded in accordance with the School Code. The treasurer shall have all of the authority and responsibilities specific to the treasurer listed in the Illinois State Board of Education rules for school activity funds, except that the treasurer is not authorized to make loans between activity funds.

Unless otherwise instructed by the Board, a student activity fund's balance will carry over to the next fiscal year. An account containing student activity funds that is inactive for 12 consecutive months shall be closed and its funds transferred to another student activity fund or authorized fund with a similar purpose.

LEGAL REF.: 105 ILCS 5/8-2 and 5/10-20.19.  
23 Ill.Admin.Code §§100.20 and 100.80.

CROSS REF.: 4:80 (*Accounting and Audits*), 7:325 (*Student Fundraising Activities*)

ADOPTED:

## Operational Services

### Insurance Management

The Superintendent shall recommend and maintain all insurance programs that provide the broadest and most complete coverage available at the most economical cost, consistent with sound insurance principles.

The insurance program shall include each of the following:

1. Liability coverage to insure against any loss or liability of the School District and the listed individuals against civil rights damage claims and suits, constitutional rights damage claims and suits, and death and bodily injury and property damage claims and suits, including defense costs, when damages are sought for negligent or wrongful acts allegedly committed in the scope of employment or under the Board's direction or related to any mentoring services provided to the District's certified staff members; Board of Education members; employees; volunteer personnel authorized by 105 ILCS 5/10-22.34, 5/10-22.34a, and 5/10-22.34b; mentors of certified staff members authorized in 105 ILCS 5/21A-5 et seq. (new teacher), 105 ILCS 5/2-3.53a (new principal), and 2-3.53b (new superintendents); and student teachers.
2. Catastrophic accident insurance at the mandated benefit level for student athletes in grades 9 through 12 who sustain an accidental injury while participating in school-sponsored or school-supervised interscholastic athletic events sanctioned by the Illinois High School Association that results in medical expenses in excess of \$50,000.
3. Comprehensive property insurance covering a broad range of causes of loss involving building and personal property. The coverage amount shall normally be for the replacement cost or the insurable value.
4. Workers' Compensation to protect individual employees against financial loss in case of a work-related injury, certain types of disease, or death incurred in an employee-related situation.

### Student Insurance

The Board shall annually designate a company to offer student accident insurance coverage. The Board does not endorse the plan nor recommend that parents/guardians secure the coverage, and any contract is between the parents/guardians and the company.

LEGAL REF.: Consolidated Omnibus Budget Reconciliation Act, P. L. 99-272, ¶ 1001, 100 Stat. 222, 4980B(f) of the I.R.S. Code, 42 U.S.C. §300bb-1 et seq.  
105 ILCS 5/10-20.20, 5/10-22.3, 5/10-22.3a, 5/10-22.3b, 5/10-22.3f, 5/10-22.34, 5/10-22.34a, 5/10-22.34b, and 5/22-15.  
215 ILCS 5/.  
750 ILCS 75/.  
820 ILCS 305/.

ADOPTED:

## **Operational Services**

### **Transportation**

The District shall provide free transportation for any student in the District who resides: (1) at a distance of one and one-half miles or more from his or her assigned school, unless the Board of Education has certified to the Illinois State Board of Education that adequate public transportation is available, or (2) within one and one-half miles from his or her assigned school where walking to or from school or to or from a pick-up point or bus stop would constitute a serious hazard due to vehicular traffic or rail crossing, and adequate public transportation is not available. A student's parent(s)/guardian(s) may file a petition with the Board requesting transportation due to the existence of a serious safety hazard. Free transportation service and vehicle adaptation is provided for a special education student if included in the student's individualized educational program. Non-public school students shall be transported in accordance with State law. Homeless students shall be transported in accordance with Section 45/1-15 of the Education for Homeless Children Act. Foster care students shall be transported in accordance with Section 6312(c)(5)(B) of the Elementary and Secondary Education Act.

Bus schedules and routes shall be determined by the Superintendent or designee and shall be altered only with the Assistant Principal's approval and direction. In setting the routes, the pick-up and discharge points should be as safe for students as possible.

No school employee may transport students in school or private vehicles unless authorized by the administration.

Every vehicle regularly used for the transportation of students must pass safety inspections in accordance with State law and Illinois Department of Transportation regulations. The strobe light on a school bus may be illuminated only when the bus is actually being used as a school bus and (1) is stopping or stopped for loading or discharging students on a highway outside an urban area, or (2) is bearing one or more students. The Superintendent shall implement procedures in accordance with State law for accepting comment calls about school bus driving.

All contracts for charter bus services must contain the clause prescribed by State law regarding criminal background checks for bus drivers.

### **Pre-Trip and Post-Trip Vehicle Inspection**

The Superintendent or designee shall develop and implement a pre-trip and post-trip inspection procedure to ensure that the school bus driver: (1) tests the two-way radio or cellular radio telecommunication device and ensures that it is functioning properly before the bus is operated, and (2) walks to the rear of the bus before leaving the bus at the end of each route, work shift, or work day, to check the bus for children or other passengers in the bus.

LEGAL REF.: Elementary and Secondary Education Act, 20 U.S.C. §6312(c)(5)(B).  
McKinney-Vento Homeless Assistance Act, 42 U.S.C. §11431 et seq.  
105 ILCS 5/10-22.22 and 5/29-1 et seq.  
105 ILCS 45/1-15 and /1-17.  
625 ILCS 5/1-148.3a-5, 5/1-182, 5/11-1414.1, 5/12-813, 5/12-813.1, 5/12-815,  
5/12-816, 5/12-821, and 5/13-109.  
23 Ill.Admin.Code §§1.510 and 226.750; Part 120.  
92 Ill.Admin.Code §440-3.

CROSS REF.: 4:170 (Safety), 5:100 (Staff Development Program), 5:120 (Employee Ethics;  
Conduct; and Conflict of Interest), 5:280 (Educational Support Personnel -  
Duties and Qualifications), 6:140 (Education of Homeless Children), 6:170 (Title  
I Programs), 7:220 (Bus Conduct)

ADOPTED:

DRAFT

## Operational Services

### Food Services

Good nutrition shall be promoted in the District's meal programs and in other food and beverages that are sold to students during the school day. The Superintendent shall manage a food service program that complies with this policy and is in alignment with Board of Education policy 6:50, *School Wellness*.

Food or beverage items sold to students as part of a reimbursable meal under federal law must follow the nutrition standards specified in the U.S. Dept. of Agriculture rules that implement the National School Lunch and Child Nutrition Acts. Schools being reimbursed for meals under these laws are *participating schools*.

The food service program in participating schools shall comply with the nutrition standards specified in the U.S. Dept. of Agriculture's *Smart Snacks rules* when it offers competitive foods to students on the school campus during the school day. *Competitive foods* are all food and beverages that are offered by any person, organization or entity for sale to students on the school campus during the school day that are not reimbursed under programs authorized by federal law. The food service programs in participating schools shall also comply with any applicable mandates in the Illinois State Board of Education's School Food Service rules implementing these federal laws and the Ill. School Breakfast and Lunch Program Act.

All revenue from the sale of any food or beverages sold in competition with the School Breakfast Program or National School Lunch Program to students in food service areas during the meal period shall accrue to the nonprofit school lunch program account.

LEGAL REF.:       Russell B. National School Lunch Act, 42 U.S.C. §1751 et seq.  
                      Child Nutrition Act of 1966, 42 U.S.C. §1771 et seq.  
                      7 C.F.R. Parts 210 and 220, Food and Nutrition Service.  
                      105 ILCS 125/.  
                      23 Ill.Admin.Code Part 305, School Food Service.

CROSS REF.:       4:130 (Free and Reduced-Price Food Services), 6:50 (School Wellness)

ADOPTED:

## Operational Services

### Free and Reduced-Price Food Services

#### Notice

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

#### Eligibility Criteria and Selection of Children

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

#### Notification

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

#### Nondiscrimination Assurance

The District shall avoid publicly identifying students receiving free or reduced-price meals and shall use methods for collecting meal payments that prevent identification of children receiving assistance.

#### Appeal

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

During an appeal, students previously receiving food service benefits shall not have their benefits terminated. Students who were denied benefits shall not receive benefits during the appeal.

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

LEGAL REF.: U.S. Dept. of Agriculture, Food and Nutrition Service, National School Lunch Program, 7 C.F.R. Part 210.  
U.S. Dept. of Agriculture, Food and Nutrition Service, Determining Eligibility for Free and Reduced-Price Meals and Free Milk in Schools, 7 C.F.R. Part 245.  
105 ILCS 125/ and 126/.  
23 Ill.Admin.Code §305.10 et seq.

ADOPTED:

DRAFT

## Operational Services

### Exhibit - Free and Reduced-Price Food Services; Meal Charge Notifications

*On District letterhead, website, in student handbook, newsletters, bulletins, and/or calendars*

Date:

To: Students, Parents/Guardians, and Staff

Re: Eligibility and Meal Charge Notifications

The following notification is provided at the beginning of each school year as federally required notification regarding eligibility requirements and the application process for the free and reduced-price food services that are listed in Board policy 4:130, *Free and Reduced-Price Food Services* and 4:140, *Waiver of Student Fees*. For more information, see [www.fns.usda.gov/school-meals/unpaid-meal-charges](http://www.fns.usda.gov/school-meals/unpaid-meal-charges), and/or contact the Building Principal or designee.

#### Free and Reduced-Price Food Services Eligibility

When students are unable to pay for their meal services, meal charges will apply per a student's eligibility category and will be processed by the District accordingly.

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

#### Meal Charges for Meals Provided by the District

The Building Principal and District staff will work jointly to prevent meal charges from accumulating. Every effort to collect all funds due to the District will be made on a regular basis and before the end of the school year. Contact your Building Principal or designee about whether your charges may be carried over at the end of the school year, i.e., beyond June 30<sup>th</sup>.

Unpaid meal charges are considered delinquent debt when payment is overdue as defined by Board policy 4:45, *Insufficient Fund Checks and Debt Recovery*. The District will make reasonable efforts to collect charges classified as delinquent debt.

When a student's funds are low or there is a negative balance, reminders will be provided to the staff, students, and their parent(s)/guardian(s) at regular intervals during the school year. If a parent/guardian regularly fails to provide meal money and does not qualify for free meal benefits, the Building Principal or designee, will direct the next course of action. Continual failure to provide meal money may require the District to notify the Ill. Dept. of Children and Family Services (DCFS) and/or take legal steps to recover the unpaid meal charges.

LEGAL REF.: Healthy Hunger-Free Kids Act of 2010 (P.L. 111-296).  
7 C.F.R. §245.5.  
23 Ill.Admin.Code Part 305, School Food Service.

DATED:

## Operational Services

### Waiver of Student Fees

The Superintendent will recommend to the Board of Education a schedule of fees, if any, to be charged students for the use of textbooks, consumable materials, extracurricular activities, and other school student fees. Students must also pay for the loss of or damage to school books or other school-owned materials.

Fees for textbooks, other instructional materials, and driver education are waived for students who meet the eligibility criteria for a fee waiver as described in this policy. In order that no student is denied educational services or academic credit due to the inability of parents/guardians to pay student fees, the Superintendent will recommend to the Board which additional fees, if any, the District will waive for students who meet the eligibility criteria for fee waiver. Students receiving a fee waiver are not exempt from charges for lost and damaged books, locks, materials, supplies, and equipment.

### Notification

The Superintendent shall ensure that applications for fee waivers are widely available and distributed according to State law and ISBE rule and that provisions for assisting parents/guardians in completing the application are available.

### Eligibility Criteria

A student shall be eligible for a fee waiver when the student currently lives in a household that meets the same income guidelines, with the same limits based on household size, that are used for the federal free meals program.

The Superintendent or designee will give additional consideration where one or more of the following factors are present:

- Illness in the family;
- Unusual expenses such as fire, flood, storm damage, etc.;
- Unemployment;
- Emergency situations;
- When one or more of the parents/guardians are involved in a work stoppage.

### Verification

The Superintendent or designee must follow the verification requirements of 7 C.F.R. 245.6a when using the free lunch or breakfast eligibility guidelines pursuant to The National School Lunch Act as the basis for waiver of the student's fee(s).

### Determination and Appeal

Within 30 calendar days after the receipt of a waiver request, the Superintendent or designee shall mail a notice to the parent/guardian whenever a waiver request is denied. The denial notice shall include: (1) the reason for the denial, (2) the process and timelines for making an appeal, and (3) a statement that the parent/guardian may reapply for a waiver any time during the school year if circumstances change. If the denial is appealed, the District shall follow the procedures for the resolution of appeals as provided in the Illinois State Board of Education rule on waiver of fees.

LEGAL REF.: 105 ILCS 5/10-20.13, 5/10-22.25, 5/27-24.2, and 5/28-19.2.  
23 Ill.Admin.Code §1.245 [may contain unenforceable provisions].

CROSS REF.: 4:130 (Free and Reduced-Price Food Services), 6:220 (Bring Your Own  
Technology (BYOT) Program; Responsible Use and Conduct)

ADOPTED:

DRAFT

## **Operational Services**

### **Facility Management and Building Programs**

The Superintendent shall manage the District's facilities and grounds as well as facility construction and building programs in accordance with the law, the standards set forth in this policy, and other applicable Board of Education policies. The Superintendent or designee shall facilitate: (1) inspections of schools by the Regional Superintendent and State Fire Marshal or designee, and (2) review of plans and specifications for future construction or alterations of a school if requested by the relevant municipality, county (if applicable), or fire protection district.

#### **Standards for Managing Buildings and Grounds**

All District buildings and grounds shall be adequately maintained in order to provide an appropriate, safe, and energy efficient physical environment for learning and teaching. The Superintendent or designee shall provide the Board with periodic reports on maintenance data and projected maintenance needs that include cost analysis. This policy is not intended to discourage efforts to improve the appearance of buildings or grounds that are consistent with the designated use of those buildings and grounds.

#### **Standards for Green Cleaning**

For each District school with 50 or more students, the Superintendent or designee shall establish and supervise a green cleaning program that complies with the guidelines established by the Illinois Green Government Coordinating Council.

#### **Standards for Facility Construction and Building Programs**

As appropriate, the Board will authorize a comprehensive study to determine the need for facility construction and expansion. On an annual basis, the Superintendent or designee shall provide the Board with projected facility needs, enrollment trends, and other data impacting facility use. Board approval is needed for all new facility construction and expansion.

When making decisions pertaining to design and construction of school facilities, the Board will confer with members of the staff and community, the Illinois State Board of Education, and educational and architectural consultants, as it deems appropriate. The Board's facility goals are to:

1. Integrate facilities planning with other aspects of planning and goal-setting.
2. Base educational specifications for school buildings on identifiable student needs.
3. Design buildings for sufficient flexibility to permit new or modified programs.
4. Design buildings for maximum potential for community use.
5. Meet or exceed all safety requirements.
6. Meet requirements on the accessibility of school facilities to disabled persons as specified in State and federal law.
7. Provide for low maintenance costs, energy efficiency, and minimal environmental impact.

LEGAL REF.: 42 U.S.C. §12101 et seq., Americans with Disabilities Act of 1990, implemented by 28 C.F.R. Parts 35 and 36.  
20 ILCS 3130/, Green Buildings Act.  
105 ILCS 5/2-3.12, 5/10-20.49, 5/10-22.36, 5/10-20.60 (P.A. 100-163, final citation pending), and 5/17-2.11.  
105 ILCS 140/, Green Cleaning Schools Act.  
105 ILCS 230/, School Construction Law.  
410 ILCS 25/, Environmental Barriers Act.  
820 ILCS 130/, Prevailing Wage Act.  
23 Ill.Admin.Code Part 151, School Construction Program; Part 180, Health/Life Safety Code for Public Schools; and Part 2800, Green Cleaning for Elementary and Secondary Schools.  
71 Ill.Admin.Code Part 400, Ill. Accessibility Code.

CROSS REF.: 2:150 (Committees), 2:170 (Procurement of Architectural, Engineering, and Land Surveying Services), 4:60 (Purchases and Contracts), 8:70 (Accommodating Individuals with Disabilities)

ADOPTED:

DRAFT

## Operational Services

### Environmental Quality of Buildings and Grounds

The Superintendent shall take all reasonable measures to protect: (1) the safety of District personnel, students, and visitors on District premises from risks associated with hazardous materials and (2) the environmental quality of the District's buildings and grounds. Before pesticides are used on District premises, the Superintendent or designee shall notify employees and parents/guardians of students as required by the Structural Pest Control Act, 225 ILCS 235/, and the Lawn Care Products Application and Notice Act, 415 ILCS 65/.

The Superintendent shall notify all employees who must be offered, according to State or federal law, District-paid hepatitis B vaccine and vaccination.

LEGAL REF.: 29 C.F.R. §1910.1030, Occupational Exposure to Bloodborne Pathogens, as adopted by the Illinois Department of Labor, 56 Ill.Admin.Code §350.300(c).  
29 C.F.R. §1910.1200, Occupational Safety and Health Administration Hazard Communication Standards, as adopted by 820 ILCS 255/1.5, Toxic Substances Disclosure to Employees Act.  
20 ILCS 3130/, Green Buildings Act.  
105 ILCS 5/10-20.17a; 5/10-20.48; 135/; and 140/, Green Cleaning School Act.  
225 ILCS 235/, Structural Pest Control Act.  
415 ILCS 65/, Lawn Care Products Application and Notice Act.  
820 ILCS 255/, Toxic Substances Disclosure to Employees Act. (*inoperative*)  
23 Ill.Admin.Code §1.330, Toxic Materials Training.

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

ADOPTED:

## Operational Services

### Safety

#### Safety and Security

All District operations, including the education program, shall be conducted in a manner that will promote the safety and security of everyone on District property or at a District event. The Superintendent or designee shall develop, implement, and maintain a comprehensive safety and security plan that includes, without limitation:

1. An emergency operations and crisis response plan(s) addressing prevention, preparation, response, and recovery for each school;
2. Provisions for a coordinated effort with local law enforcement and fire officials, emergency medical services personnel, and the Board Attorney;
3. A school safety drill plan;
4. Instruction in safe bus riding practices; and
5. A clear, rapid, factual, and coordinated system of internal and external communication.

In the event of an emergency that threatens the safety of any person or property, students and staff are encouraged to follow the best practices discussed for their building regarding the use of any available cellular telephones.

#### School Safety Drill Plan

During every academic year, each school building that houses school children shall conduct, at a minimum, each of the following in accordance with the School Safety Drill Act (105 ILCS 128/):

1. Three school evacuation drills to address and prepare students and school personnel for fire incidents. One of these three drills shall require the participation of the local fire department or district.
2. One bus evacuation drill.
3. One severe weather and shelter-in-place drill to address and prepare students and school personnel for possible tornado incidents.
4. One law enforcement drill to address a school shooting incident.

#### Automated External Defibrillator (AED)

The Superintendent or designee shall implement a written plan for responding to medical emergencies at the District's physical fitness facilities in accordance with the Fitness Facility Medical Emergency Preparedness Annual Review

The Board or its designee will annually review each school building's emergency operations and crisis response plan(s), protocols, and procedures, as well as each building's compliance with the school safety drill plan. This annual review shall be in accordance with the School Safety Drill Act (105 ILCS 128/) and the Joint Rules of the Office of the State Fire Marshal and the Illinois State Board of Education (29 Ill.Admin.Code Part 1500).

#### Carbon Monoxide Alarms

The Superintendent or designee shall implement a plan with the District's local fire officials to:

1. Determine which school buildings to equip with approved *carbon monoxide alarms* or *carbon monoxide detectors*,
2. Locate the required carbon monoxide alarms or carbon monoxide detectors within 20 feet of a carbon monoxide emitting device, and
3. Incorporate carbon monoxide alarm or detector activation procedures into each school building that requires a carbon monoxide alarm or detector. The Superintendent or designee shall ensure each school building annually reviews these procedures.

#### Soccer Goal Safety

The Superintendent or designee shall implement the Movable Soccer Goal Safety Act in accordance with the guidance published by the IDPH. Implementation of the Act shall be directed toward improving the safety of movable soccer goals by requiring that they be properly anchored.

#### Unsafe School Choice Option

The unsafe school choice option provided in State law permits students to transfer to another school within the district in certain situations. This transfer option is unavailable in this District because the District has only one school or attendance center. A student who would otherwise have qualified for the choice option, or such a student's parent/guardian, may request special accommodations from the Superintendent or designee.

#### Lead Testing in Water

The Superintendent or designee shall implement testing for lead in each source of drinking water in school buildings in accordance with the Illinois Plumbing License Law and guidance published by the IDPH. The Superintendent or designee shall notify parent(s)/guardian(s) about the sampling results from their children's respective school buildings.

#### Emergency Closing

The Superintendent is authorized to close school(s) in the event of hazardous weather or other emergency that threatens the safety of students, staff members, or school property.

LEGAL REF.: 105 ILCS 5/10-20.2, 5/10-20.56, 5/18-12, and 5/18-12.5.  
 105 ILCS 128/, School Safety Drill Act, implemented by 29 Ill.Admin.Code Part 1500.  
 210 ILCS 74/, Physical Fitness Facility Medical Emergency Preparedness Act.  
 225 ILCS 320/35.5, Ill. Plumbing License Law.

CROSS REF.: 4:110 (Transportation), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 4:180 (Pandemic Preparedness), 5:30 (Hiring Process and Criteria), 8:30 (Visitors to and Conduct on School Property), 8:100 (Relations with Other Organizations and Agencies)

ADOPTED:

## Operational Services

### Convicted Child Sex Offender; Screening; Notifications

#### Persons Prohibited on School Property without Prior Permission

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

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

In all cases, the Superintendent or designee shall supervise a child sex offender whenever the offender is in a child's vicinity. If a student is a sex offender, the Superintendent or designee shall develop guidelines for managing his or her presence in school.

#### Screening

The Superintendent or designee shall perform fingerprint-based criminal history records information checks and/or screenings required by State law or Board policy for employees; student teachers; students doing field or clinical experience other than student teaching; contractors' employees who have direct, daily contact with one or more children; and resource persons and volunteers. He or she shall take appropriate action based on the result of any criminal background check and/or screen.

#### Notification to Parents/Guardians

The Superintendent shall develop procedures for the distribution and use of information from law enforcement officials under the Sex Offender Community Notification Law and the Murderer and Violent Offender Against Youth Community Notification Law. The Superintendent or designee shall serve as the District contact person for purposes of these laws. The Superintendent and Building Principal shall manage a process for schools to notify the parents/guardians during school registration that information about sex offenders is available to the public as provided in the Sex Offender Community Notification Law. This notification must occur during school registration and at other times as the Superintendent or Building Principal determines advisable.

LEGAL REF.: 20 ILCS 2635/, Uniform Conviction Information Act.  
720 ILCS 5/11-9.3.  
730 ILCS 152/, Sex Offender Community Notification Law.  
730 ILCS 154/75-105, Murderer and Violent Offender Against Youth Community  
Notification Law.

CROSS REF.: 5:30 (Hiring Process and Criteria), 5:260 (Student Teachers), 6:250 (Community  
Resource Persons and Volunteers), 8:30 (Visitors to and Conduct on School  
Property), 8:100 (Relations with Other Organizations and Agencies)

ADOPTED:

DRAFT

## Operational Services

### Pandemic Preparedness

The Board of Education recognizes that the District will play an essential role along with the local health department and emergency management agencies in protecting the public's health and safety if an influenza pandemic occurs. Pandemic influenza is a worldwide outbreak of a virus for which there is little or no natural immunity and no vaccine; it spreads quickly to people who have not been previously exposed to the new virus.

To prepare the School District community for a pandemic, the Superintendent or designee shall: (1) learn and understand the roles that the federal, State, and local government would play in an epidemic; (2) form a pandemic planning team consisting of appropriate District personnel and community members to identify priorities and oversee the development and implementation of a comprehensive pandemic influenza school action plan; and (3) build awareness of the final plan among staff, students, and community.

### Emergency School Closing

In the case of a pandemic, any decision for an emergency school closing will be made by the Superintendent in consultation with and, if necessary, at the direction of the District's local health department, emergency management agencies, and Regional Office of Education.

LEGAL REF.: 105 ILCS 5/10-16.7 and 5/10-20.5.  
Ill. Dept. of Public Health Act (Part 1), 20 ILCS 2305/2(b).  
Ill. Emergency Management Agency Act, 20 ILCS 3305.  
Ill. Educational Labor Relations Act, 115 ILCS 5/.

CROSS REF.: 1:20 (District Organization, Operations, and Cooperative Agreements), 2:20 (Powers and Duties of the Board of Education; Indemnification), 4:170 (Safety), 7:90 (Release During School Hours), 8:100 (Relations with Other Organizations and Agencies)

ADOPTED:

To: Finance Committee  
From: Dave Blatchley, Director of Business  
Joe Neilon, Director of Technology  
Re: Senior Chromebooks

Every year we collect roughly 500 Chromebooks from the outgoing seniors. Students are told to return their Chromebooks the last week of school. During this time, the tech department sets up a collection desk for 3 days in the library.

Students and parents are coming in all summer returning Chromebooks late because they find a fee and cannot get their transcripts. This causes a lot of time spent with tech and MIS checking for returned Chromebooks and entering/removing fees.

A great deal of time is spent inspecting each and every Chromebook that is returned.

We currently have about 300 Chromebooks in storage that we have no use for. Every year we will get another 500 back.

We have an agreement with the students/parents that states the Chromebooks must be in working order all the time. If it is not they are required to pay and get it fixed by TSI. Over the course of 4 years most students will have paid a portion of what a Chromebook would cost to buy outright.

If we donate these to other schools, we still need to spend up to 80 hours testing, cleaning, and repairing. The schools that receives these would still need to purchase a \$30 Google license per Chromebooks, mobile carts for charging and storage (roughly \$1500 for a cart that holds 30), and have tech support for hundreds of 4 year old used devices.

My suggestion is that we give the outgoing seniors the Chromebooks to keep.

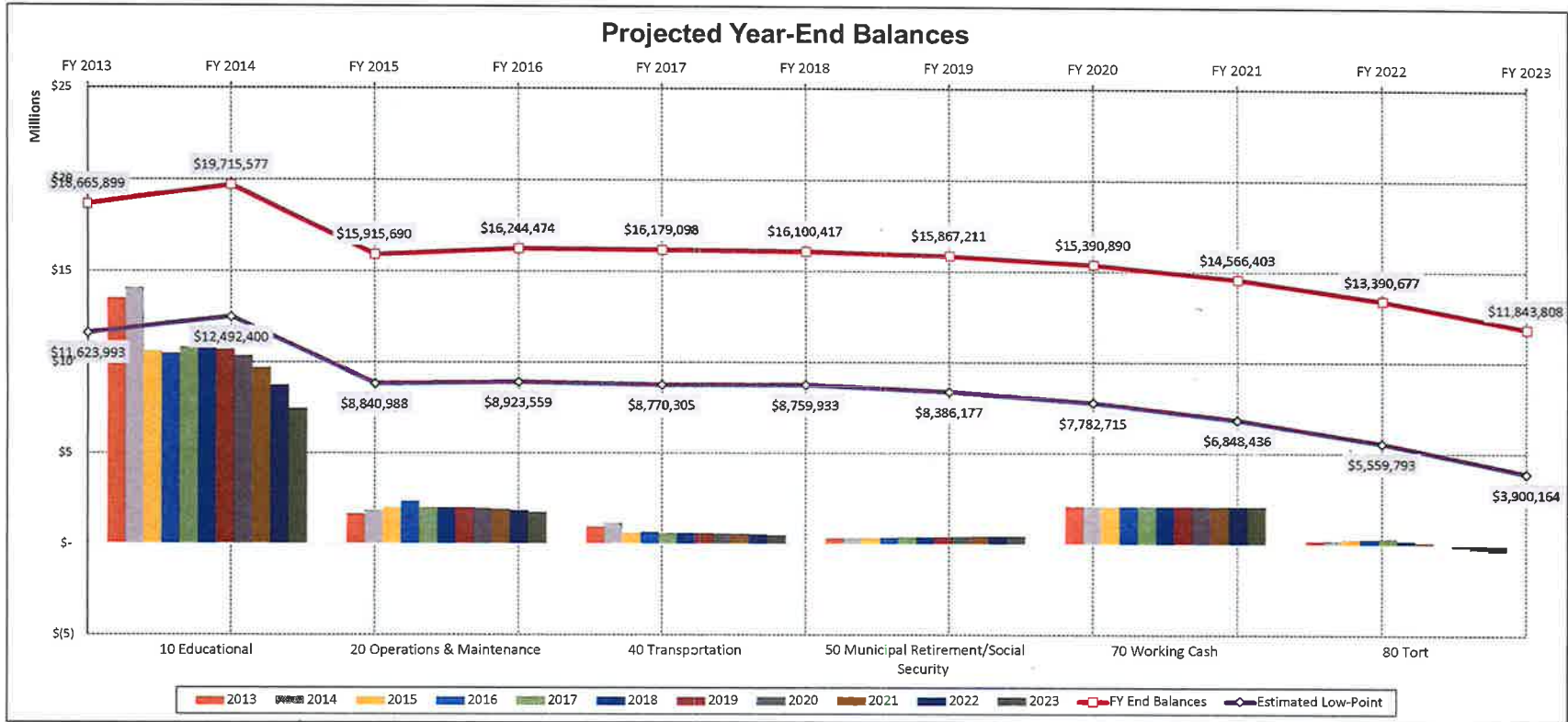
- The students will have an incentive to keep them in good shape.
- Parents will be less likely to complain about repair fees knowing their student gets to keep the Chromebooks. EX: *"Why should I repair my Chromebook? I only have a month left in school."*
- The tech department and MIS will save 100's of hours of work every year not having to collect, inspect, and refurbish 500 Chromebooks, just to end up in storage until they get recycled.
- Offer for \$5 or \$10 dollars and a signed release.

ACTIVITY	SPONSOR(S)	PHONE	Email
Activity Director	Marc Wolfe	6340	mwolfe@d94.org
Ambassador Club	Marc Wolfe	6340	mwolfe@d94.org
Anime Club	Sandy Wilson		
Art Club	Megan Dulkinys	6408	mdulkinys@d94.org
Art Club	Dave Exner	6407	dexner@d94.org
Band Director	James Wallace	6490	jwallace@d94.org
Band - Jazz	James Wallace	6490	jwallace@d94.org
Book Club	Donna Leahy	6404	dleahy@d94.org
Chess Team	Joe Splinter	6363	jcschess@comcast.net
Choral Group	Brandon Fantozzi	6492	bfantozzi@d94.org
Club Green	Suzanne Burchacki	6431	sburchacki@d94.org
Club Green	Brianne Ferreiro	6430	bferreiro @d94.org
Compass	Anne Marie Salazar	6381	asalazar@d94.org
Creative Writing	Tara Deleon	6356	tdeleon@d94.org
Creative Writing	Amanda Cordes	6366	acordes@d94.org
Dance Production	Jordan Covella	6474	jcovella@d94.org
Equestrian Club	Patricia Arnold	6417	parnold@d94.org
Equestrian Club	Amanda Slobodecki	6369	aslobodecki@d94.org
FBLA/BPA	Mia Wirth	6343	mwirth@d94.org
FBLA/BPA	Donna Durbin	6346	ddurbin@d94.org
Film Club	Mark Begovich	6357	mbegovich@d94.org
French Club	Lindsay Evans	6386	levans@d94.org
Gay Straight Alliance (GSA)	Brad Larson	6311	blarson@d94.org
Flag Corps / Color Guard	Stephanie Kuecker	6490	
Speech Team	Paul Lichy	6359	plichy@d94.org
Speech Team, Asst	Mark Begovich	6357	mbegovich@d94.org
Speech Team, Asst	Nicole Stadler/Anne Murray		
Horticulture Club	Corrie Stieglitz	6441	cstieglitz@d94.org
International Club	Sarah Gill	6382	sgill@d94.org
Interact	Gavin Engel	6309	gengel@d94.org
Marching Band Associate	Brandon Fantozzi	6492	bfantozzi@d94.org
Math Team	Charles Vokes	6426	cvokes@d94.org
NHS	Nick Caltigirone	6452	ncaltigirone@d94.org
OLAS	Mark Poulterer	6591	mpoulterer@d94.org
Orchestra	Alexandra Wojciechowski	6491	awojciechowski@d94.org
Pep Club	Dave Jennings	6313	djennings@d94.org
Pep Club	Mitch McKenna	6465	mmckenna@d94.org
Photography Club	Dave Jennings	6313	djennings@d94.org
Play Director, Fall	Mark Begovich	6357	mbegovich@d94.org
Play Director, Fall, Asn't	Lauren Roark		laurentroark@gmail.com
Play Director, Winter	Mark Begovich	6257	mbegovich@d94.org
Play Director, Winter, Asn't	Brandon Fantozzi		laurentroark@gmail.com
ROAR	Jen Culbertson	6364	jculbertson@d94.org
Scholastic Bowl	Nick Caltigirone	6452	ncaltigirone@d94.org
Skills USA/FCCLA	Brittney Bauer	6377	bbauer@d94.org
Skills USA/FCCLA	Angela Gentile		agentile@d94.org
Snowball	Krysta Schoenbeck	6435	kschoenbeck@d94.org
Spring Musical-Assistant	Lauren Roark		laurentroark@gmail.com
Spring Musical-Chorus	Brandon Fantozzi	6492	bfantozzi@d94.org
Spring Musical-Director	Mark Begovich	6357	mbegovich@d94.org
Spring Musical-Orchestra	Fantozzi/Wallace		
Steppers	Ashley Walsh	6345	awalsh@d94.org

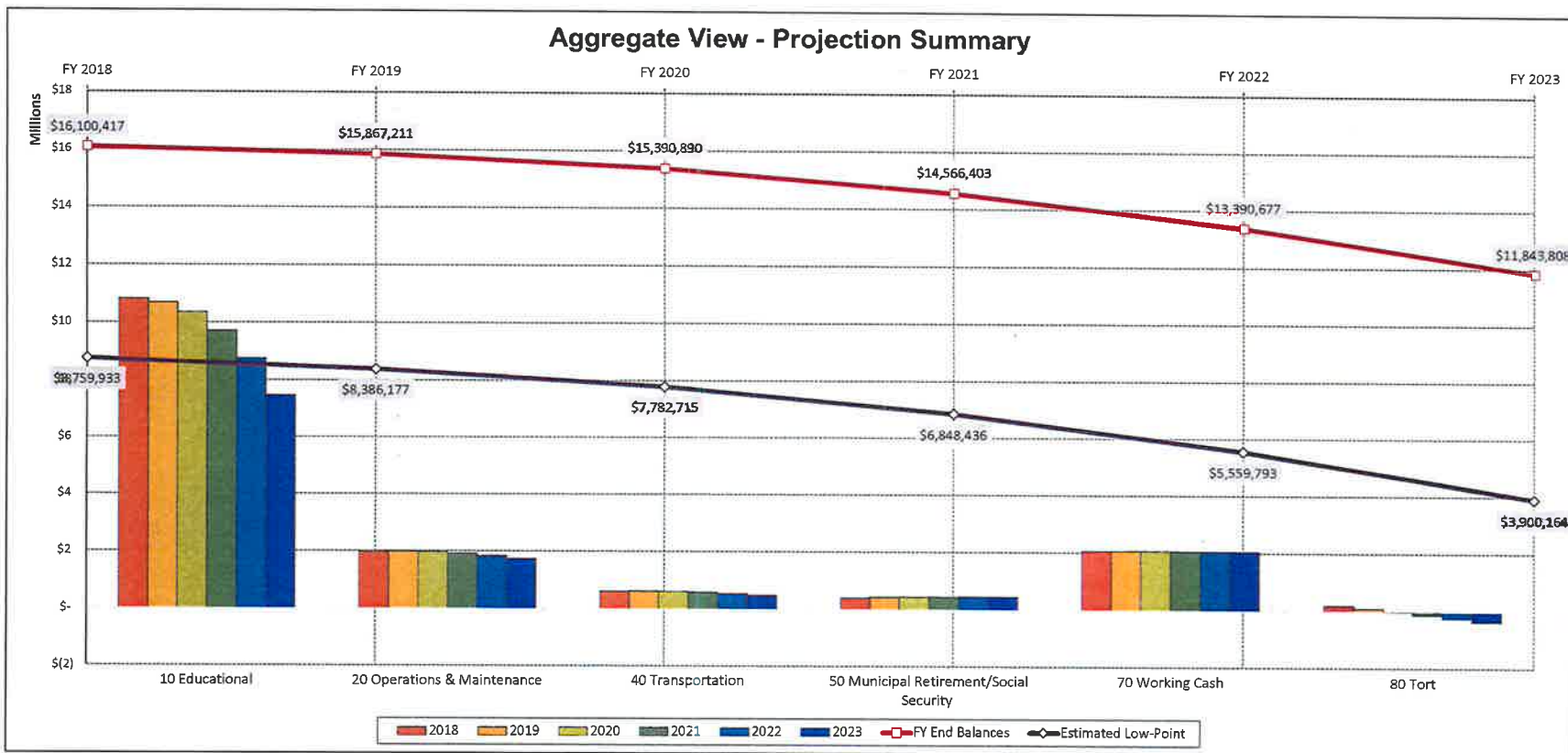
Wolfe has been meeting  
with the students recently

Anne Marie hasn't been sponsoring, but club is still meeting with Blanca Ruiz in charge.

Hasn't met in over two years



### Aggregate View - Projection Summary



## Aggregate | Projection Summary

CHSD 94 | Base Model 1/4/2018

	BUDGET			REVENUE / EXPENDITURE PROJECTIONS							
	FY 2018	FY 2019	% Δ	FY 2020	% Δ	FY 2021	% Δ	FY 2022	% Δ	FY 2023	% Δ
<b>REVENUE</b>											
Local	\$25,257,492	\$25,762,210	2.00%	\$26,279,495	2.01%	\$26,807,127	2.01%	\$27,345,309	2.01%	\$27,894,254	2.01%
State	\$3,631,544	\$3,631,544	0.00%	\$3,631,544	0.00%	\$3,631,544	0.00%	\$3,631,544	0.00%	\$3,631,544	0.00%
Federal	\$1,050,825	\$1,050,825	0.00%	\$1,050,825	0.00%	\$1,050,825	0.00%	\$1,050,825	0.00%	\$1,050,825	0.00%
Other	\$0	\$0		\$0		\$0		\$0		\$0	
<b>TOTAL REVENUE</b>	<b>\$29,939,861</b>	<b>\$30,444,579</b>	<b>1.69%</b>	<b>\$30,961,864</b>	<b>1.70%</b>	<b>\$31,489,496</b>	<b>1.70%</b>	<b>\$32,027,678</b>	<b>1.71%</b>	<b>\$32,576,623</b>	<b>1.71%</b>
<b>EXPENDITURES</b>											
Salary and Benefit Costs	\$22,167,392	\$22,644,458	2.15%	\$23,217,779	2.53%	\$23,901,437	2.94%	\$24,593,486	2.90%	\$25,310,802	2.92%
Other	\$7,851,150	\$8,033,327	2.32%	\$8,220,406	2.33%	\$8,412,547	2.34%	\$8,609,917	2.35%	\$8,812,691	2.36%
<b>TOTAL EXPENDITURES</b>	<b>\$30,018,542</b>	<b>\$30,677,785</b>	<b>2.20%</b>	<b>\$31,438,185</b>	<b>2.48%</b>	<b>\$32,313,983</b>	<b>2.79%</b>	<b>\$33,203,404</b>	<b>2.75%</b>	<b>\$34,123,492</b>	<b>2.77%</b>
<b>SURPLUS / DEFICIT</b>	<b>(\$78,681)</b>	<b>(\$233,206)</b>		<b>(\$476,321)</b>		<b>(\$824,487)</b>		<b>(\$1,175,725)</b>		<b>(\$1,546,869)</b>	
<b>OTHER FINANCING SOURCES / USES</b>	<b>-</b>										
Other Financing Sources	\$2,500	\$2,500		\$2,500		\$2,500		\$2,500		\$2,500	
Other Financing Uses	(\$2,500)	(\$2,500)		(\$2,500)		(\$2,500)		(\$2,500)		(\$2,500)	
<b>TOTAL OTHER FIN. SOURCES / USES</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>	
<b>SURPLUS / DEFICIT INCL. OTHER FIN. SOURCES</b>	<b>(\$78,681)</b>	<b>(\$233,206)</b>		<b>(\$476,321)</b>		<b>(\$824,487)</b>		<b>(\$1,175,725)</b>		<b>(\$1,546,869)</b>	
<b>BEGINNING FUND BALANCE</b>	<b>\$16,179,098</b>	<b>\$16,100,417</b>		<b>\$15,867,211</b>		<b>\$15,390,890</b>		<b>\$14,566,403</b>		<b>\$13,390,677</b>	
<b>AUDIT ADJUSTMENTS TO FUND BALANCE</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>	
<b>PROJECTED YEAR END BALANCE</b>	<b>\$16,100,417</b>	<b>\$15,867,211</b>		<b>\$15,390,890</b>		<b>\$14,566,403</b>		<b>\$13,390,677</b>		<b>\$11,843,808</b>	
<b>FUND BALANCE AS % OF EXPENDITURES</b>	<b>53.63%</b>	<b>51.72%</b>		<b>48.96%</b>		<b>45.08%</b>		<b>40.33%</b>		<b>34.71%</b>	
<b>FUND BALANCE AS # OF MONTHS OF EXPEND.</b>	<b>6.44</b>	<b>6.21</b>		<b>5.87</b>		<b>5.41</b>		<b>4.84</b>		<b>4.17</b>	

Powered By:

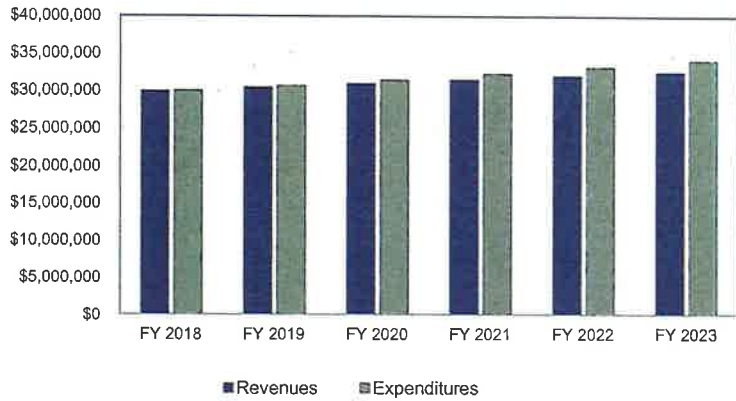
**FORECAST5**  
ANALYTICS

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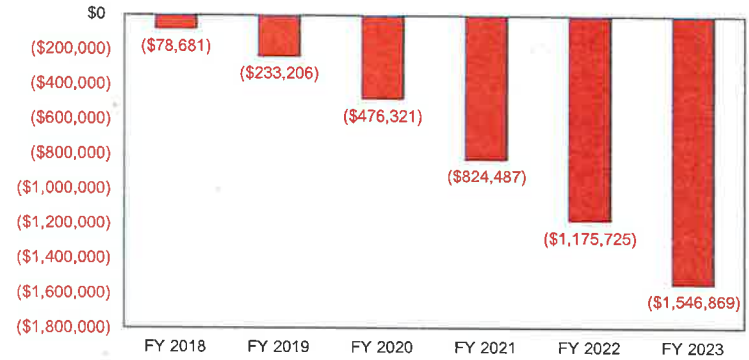
# Aggregate | Projection Summary

CHSD 94 | Base Model 1/4/2018

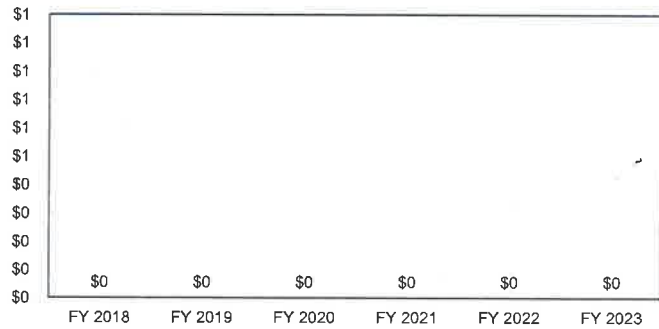
Revenues vs. Expenditures



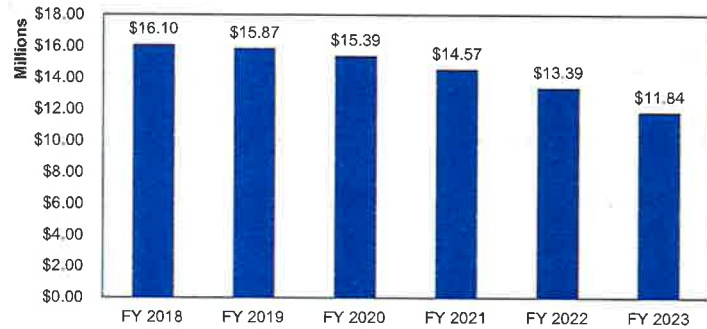
Fiscal Year Surplus / Deficit



Other Financing Sources & Uses



Year End Fund Balances

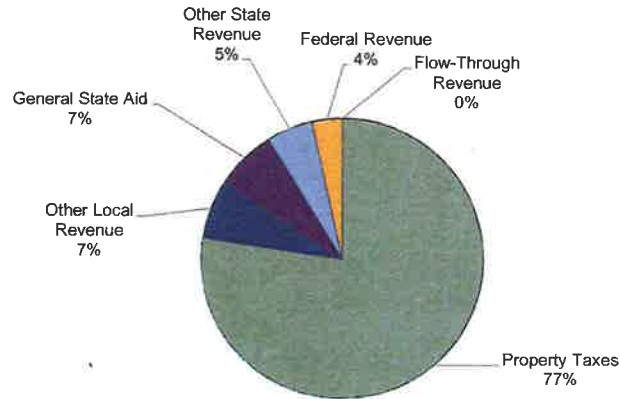


# Aggregate | Revenue Analysis

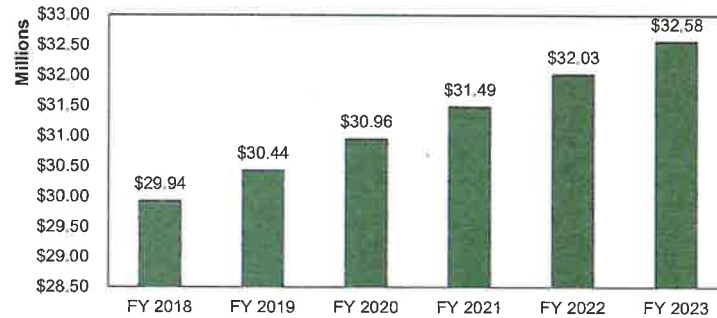
CHSD 94 | Base Model 1/4/2018

	BUDGET			REVENUE PROJECTIONS							
	FY 2018	FY 2019	% Δ	FY 2020	% Δ	FY 2021	% Δ	FY 2022	% Δ	FY 2023	% Δ
<b>LOCAL</b>											
Property Taxes	\$23,165,769	\$23,670,487	2.18%	\$24,187,772	2.19%	\$24,715,404	2.18%	\$25,253,586	2.18%	\$25,802,531	2.17%
Other Local Revenue	\$2,091,723	\$2,091,723	0.00%	\$2,091,723	0.00%	\$2,091,723	0.00%	\$2,091,723	0.00%	\$2,091,723	0.00%
<b>TOTAL LOCAL REVENUE</b>	<b>\$25,257,492</b>	<b>\$25,762,210</b>	<b>2.00%</b>	<b>\$26,279,495</b>	<b>2.01%</b>	<b>\$26,807,127</b>	<b>2.01%</b>	<b>\$27,345,309</b>	<b>2.01%</b>	<b>\$27,894,254</b>	<b>2.01%</b>
<b>STATE</b>											
General State Aid	\$2,039,462	\$2,039,462	0.00%	\$2,039,462	0.00%	\$2,039,462	0.00%	\$2,039,462	0.00%	\$2,039,462	0.00%
Other State Revenue	\$1,592,082	\$1,592,082	0.00%	\$1,592,082	0.00%	\$1,592,082	0.00%	\$1,592,082	0.00%	\$1,592,082	0.00%
<b>TOTAL STATE REVENUE</b>	<b>\$3,631,544</b>	<b>\$3,631,544</b>	<b>0.00%</b>	<b>\$3,631,544</b>	<b>0.00%</b>	<b>\$3,631,544</b>	<b>0.00%</b>	<b>\$3,631,544</b>	<b>0.00%</b>	<b>\$3,631,544</b>	<b>0.00%</b>
<b>TOTAL FEDERAL REVENUE</b>	<b>\$1,050,825</b>	<b>\$1,050,825</b>	<b>0.00%</b>	<b>\$1,050,825</b>	<b>0.00%</b>	<b>\$1,050,825</b>	<b>0.00%</b>	<b>\$1,050,825</b>	<b>0.00%</b>	<b>\$1,050,825</b>	<b>0.00%</b>
<b>FLOW-THROUGH REVENUE</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>	
<b>TOTAL REVENUE</b>	<b>\$29,939,861</b>	<b>\$30,444,579</b>	<b>1.69%</b>	<b>\$30,961,864</b>	<b>1.70%</b>	<b>\$31,489,496</b>	<b>1.70%</b>	<b>\$32,027,678</b>	<b>1.71%</b>	<b>\$32,576,623</b>	<b>1.71%</b>

Budgeted Revenue Allocation by Source



Revenue Projection

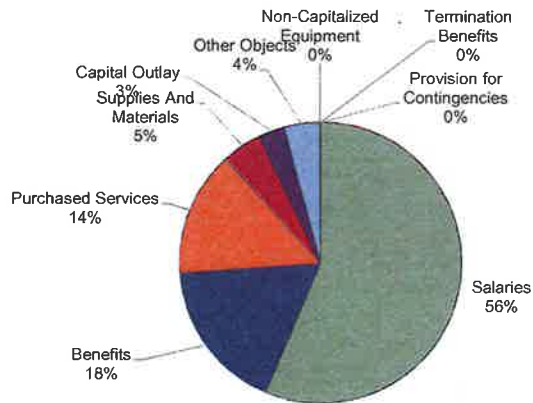


# Aggregate | Expenditure Analysis

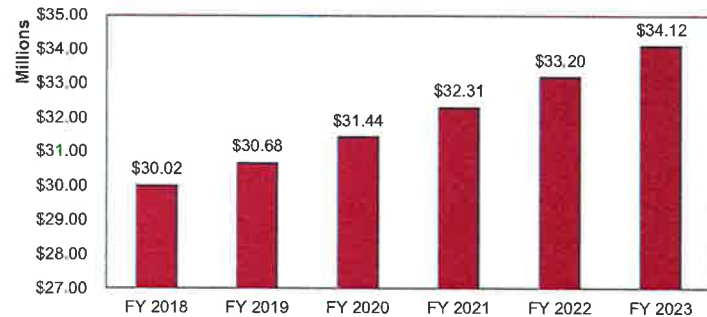
CHSD 94 | Base Model 1/4/2018

	BUDGET			EXPENDITURE PROJECTIONS							
	FY 2018	FY 2019	% Δ	FY 2020	% Δ	FY 2021	% Δ	FY 2022	% Δ	FY 2023	% Δ
Salaries	\$16,903,477	\$17,157,060	1.50%	\$17,484,753	1.91%	\$17,898,296	2.37%	\$18,305,875	2.28%	\$18,721,607	2.27%
Benefits	\$5,263,916	\$5,487,398	4.25%	\$5,733,027	4.48%	\$6,003,141	4.71%	\$6,287,611	4.74%	\$6,589,195	4.80%
<b>TOTAL SALARIES &amp; BENEFITS</b>	<b>\$22,167,392</b>	<b>\$22,644,458</b>	<b>2.15%</b>	<b>\$23,217,779</b>	<b>2.53%</b>	<b>\$23,901,437</b>	<b>2.94%</b>	<b>\$24,593,486</b>	<b>2.90%</b>	<b>\$25,310,802</b>	<b>2.92%</b>
Purchased Services	\$4,336,563	\$4,423,294	2.00%	\$4,511,760	2.00%	\$4,601,996	2.00%	\$4,694,035	2.00%	\$4,787,916	2.00%
Supplies And Materials	\$1,380,630	\$1,408,243	2.00%	\$1,436,408	2.00%	\$1,465,136	2.00%	\$1,494,439	2.00%	\$1,524,328	2.00%
Capital Outlay	\$863,480	\$905,904	4.91%	\$950,434	4.92%	\$997,175	4.92%	\$1,046,238	4.92%	\$1,097,738	4.92%
Other Objects	\$1,208,682	\$1,232,856	2.00%	\$1,257,513	2.00%	\$1,282,663	2.00%	\$1,308,317	2.00%	\$1,334,483	2.00%
Non-Capitalized Equipment	\$51,794	\$52,830	2.00%	\$53,887	2.00%	\$54,964	2.00%	\$56,064	2.00%	\$57,185	2.00%
Termination Benefits	\$10,000	\$10,200	2.00%	\$10,404	2.00%	\$10,612	2.00%	\$10,824	2.00%	\$11,041	2.00%
Provision For Contingencies	\$0	\$0		\$0		\$0		\$0		\$0	
<b>TOTAL ALL OTHER</b>	<b>\$7,851,150</b>	<b>\$8,033,327</b>	<b>2.32%</b>	<b>\$8,220,406</b>	<b>2.33%</b>	<b>\$8,412,547</b>	<b>2.34%</b>	<b>\$8,609,917</b>	<b>2.35%</b>	<b>\$8,812,691</b>	<b>2.36%</b>
<b>TOTAL EXPENDITURES</b>	<b>\$30,018,542</b>	<b>\$30,677,785</b>	<b>2.20%</b>	<b>\$31,438,185</b>	<b>2.48%</b>	<b>\$32,313,983</b>	<b>2.79%</b>	<b>\$33,203,404</b>	<b>2.75%</b>	<b>\$34,123,492</b>	<b>2.77%</b>

**Budgeted Expenditure Allocation by Object**



**Expenditure Projection**



## Aggregate | Historical Summary

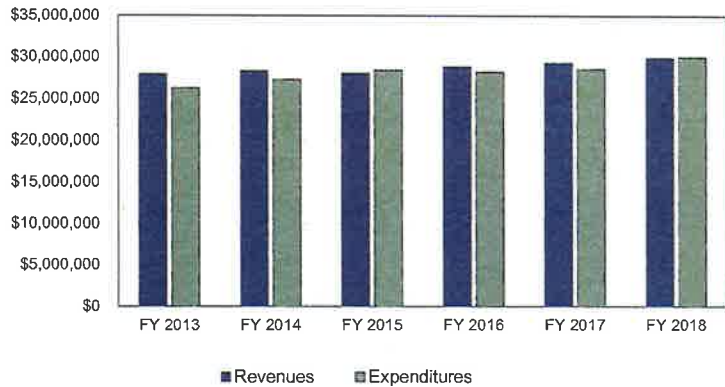
CHSD 94 | Base Model 1/4/2018

	ACTUAL REVENUE / EXPENDITURE								BUDGET		
	FY 2013	FY 2014	% Δ	FY 2015	% Δ	FY 2016	% Δ	FY 2017	% Δ	FY 2018	% Δ
<b>REVENUE</b>											
Local	\$23,096,390	\$23,580,054	2.09%	\$23,927,981	1.48%	\$24,507,006	2.42%	\$25,033,182	2.15%	\$25,257,492	0.90%
State	\$3,845,962	\$3,782,884	-1.64%	\$3,221,256	-14.85%	\$3,438,615	6.75%	\$3,267,633	-4.97%	\$3,631,544	11.14%
Federal	\$998,255	\$962,569	-3.57%	\$903,543	-6.13%	\$913,039	1.05%	\$1,021,164	11.84%	\$1,050,825	2.90%
Other	\$0	\$0		\$2,632		\$0	-100.00%	\$0		\$0	
<b>TOTAL REVENUE</b>	<b>\$27,940,607</b>	<b>\$28,325,507</b>	<b>1.38%</b>	<b>\$28,055,412</b>	<b>-0.95%</b>	<b>\$28,858,660</b>	<b>2.86%</b>	<b>\$29,321,979</b>	<b>1.61%</b>	<b>\$29,939,861</b>	<b>2.11%</b>
<b>EXPENDITURES</b>											
Salary and Benefit Costs	\$19,743,119	\$19,902,915	0.81%	\$20,464,188	2.82%	\$21,084,836	3.03%	\$21,193,167	0.51%	\$22,167,392	4.60%
Other	\$6,498,901	\$7,372,914	13.45%	\$7,944,406	7.75%	\$7,132,885	-10.21%	\$7,398,208	3.72%	\$7,851,150	6.12%
<b>TOTAL EXPENDITURES</b>	<b>\$26,242,020</b>	<b>\$27,275,829</b>	<b>3.94%</b>	<b>\$28,408,594</b>	<b>4.15%</b>	<b>\$28,217,721</b>	<b>-0.67%</b>	<b>\$28,591,374</b>	<b>1.32%</b>	<b>\$30,018,542</b>	<b>4.99%</b>
<b>SURPLUS / DEFICIT</b>	<b>\$1,698,587</b>	<b>\$1,049,678</b>		<b>(\$353,182)</b>		<b>\$640,939</b>		<b>\$730,605</b>		<b>(\$78,681)</b>	
<b>OTHER FINANCING SOURCES / USES</b>											
Other Financing Sources	\$5,052	\$6,099		\$1,072,590		\$8,421		\$4,649		\$2,500	
Other Financing Uses	(\$105,346)	(\$6,099)		(\$4,519,295)		(\$320,576)		(\$800,630)		(\$2,500)	
<b>TOTAL OTHER FIN. SOURCES / USES</b>	<b>(\$100,294)</b>	<b>\$0</b>		<b>(\$3,446,705)</b>		<b>(\$312,155)</b>		<b>(\$795,981)</b>		<b>\$0</b>	
<b>SURPLUS / DEFICIT INCL. OTHER FIN. SOURCES</b>	<b>\$1,598,293</b>	<b>\$1,049,678</b>		<b>(\$3,799,887)</b>		<b>\$328,784</b>		<b>(\$65,376)</b>		<b>(\$78,681)</b>	
<b>BEGINNING FUND BALANCE</b>	<b>\$17,067,606</b>	<b>\$18,665,899</b>		<b>\$19,715,577</b>		<b>\$15,915,690</b>		<b>\$16,244,474</b>		<b>\$16,179,098</b>	
<b>AUDIT ADJUSTMENTS TO FUND BALANCE</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>	
<b>YEAR END BALANCE</b>	<b>\$18,665,899</b>	<b>\$19,715,577</b>		<b>\$15,915,690</b>		<b>\$16,244,474</b>		<b>\$16,179,098</b>		<b>\$16,100,417</b>	
<b>FUND BALANCE AS % OF EXPENDITURES</b>	<b>71.13%</b>	<b>72.28%</b>		<b>56.02%</b>		<b>57.57%</b>		<b>56.59%</b>		<b>53.63%</b>	
<b>FUND BALANCE AS # OF MONTHS OF EXPEND.</b>	<b>8.54</b>	<b>8.67</b>		<b>6.72</b>		<b>6.91</b>		<b>6.79</b>		<b>6.44</b>	

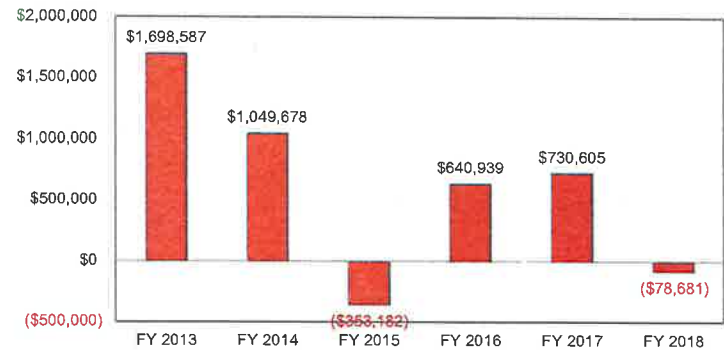
# Aggregate | Historical Summary

CHSD 94 | Base Model 1/4/2018

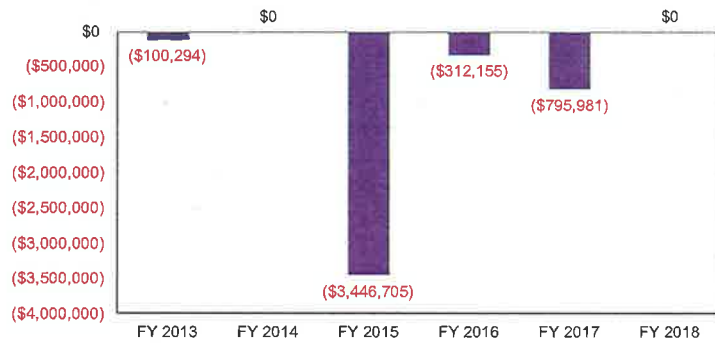
Revenues vs. Expenditures



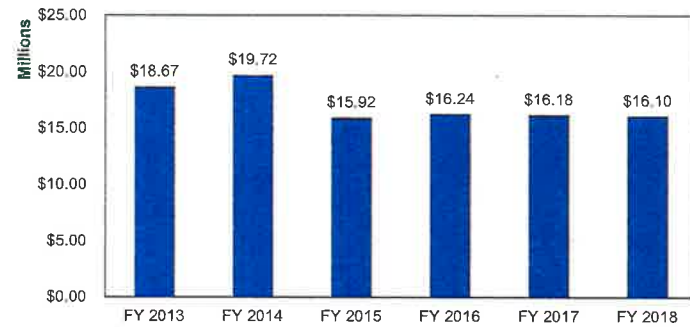
Fiscal Year Surplus / Deficit



Other Financing Sources & Uses



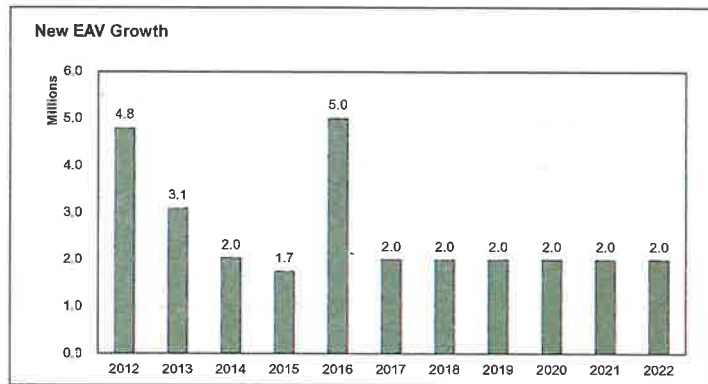
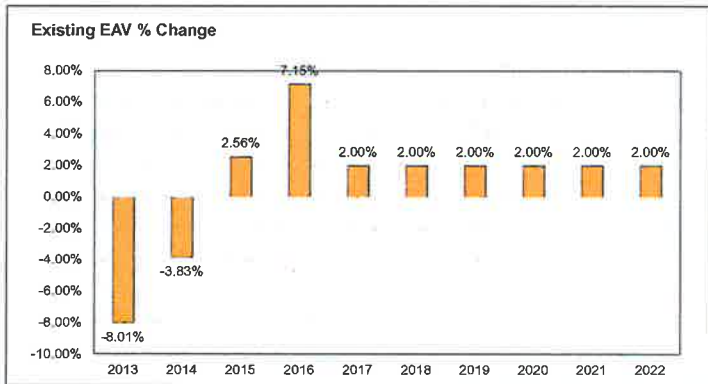
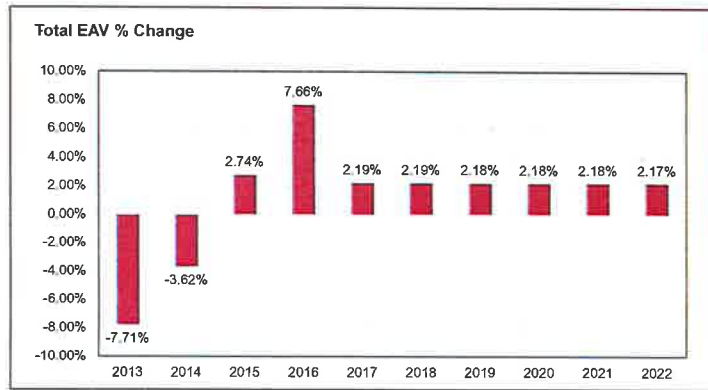
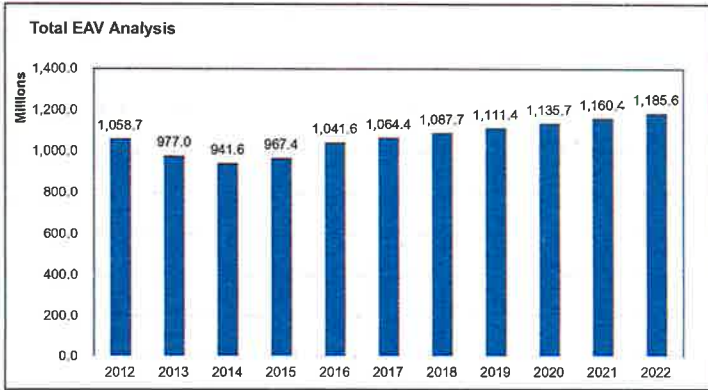
Year End Fund Balances



# Equalized Assessed Valuation Analysis

CHSD 94 | Base Model 1/4/2018

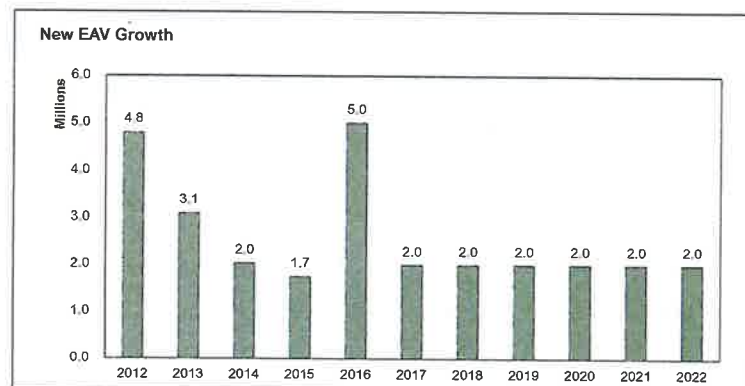
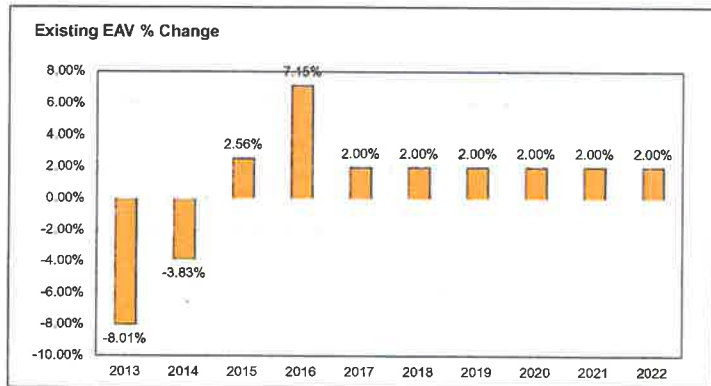
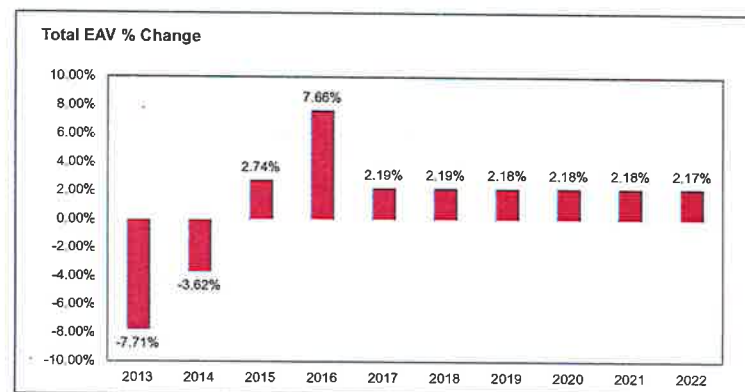
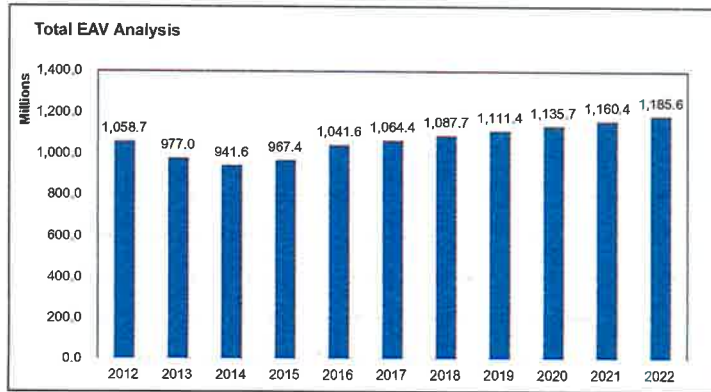
LEVY YEAR	ACTUAL 2012	ACTUAL 2013	ACTUAL 2014	ACTUAL 2015	ACTUAL 2016	PROJECTED 2017	PROJECTED 2018	PROJECTED 2019	PROJECTED 2020	PROJECTED 2021	PROJECTED 2022
Consumer Price Index	3.00%	1.70%	1.50%	0.80%	0.70%	2.10%	2.00%	2.00%	2.00%	2.00%	2.00%
Equalized Assessed Valuation (EAV)	1,058,659,385	977,002,278	941,604,550	967,427,476	1,041,564,268	1,064,395,553	1,087,683,464	1,111,437,134	1,135,665,876	1,160,379,194	1,185,586,778
% Change in EAV		-7.71%	-3.62%	2.74%	7.66%	2.19%	2.19%	2.18%	2.18%	2.18%	2.17%
New Growth	4,795,690	3,092,990	2,035,120	1,748,200	5,004,150	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
% of Total EAV	0.45%	0.32%	0.22%	0.18%	0.48%	0.19%	0.18%	0.18%	0.18%	0.17%	0.17%
Existing EAV		(84,750,097)	(37,432,848)	24,074,728	69,132,842	20,831,285	21,287,911	21,753,689	22,228,743	22,713,318	23,207,584
% of Total EAV		-8.01%	-3.83%	2.55%	7.15%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%



# Equalized Assessed Valuation Analysis

CHSD 94 | Base Model 1/4/2018

LEVY YEAR	ACTUAL 2012	ACTUAL 2013	ACTUAL 2014	ACTUAL 2015	ACTUAL 2016	PROJECTED 2017	PROJECTED 2018	PROJECTED 2019	PROJECTED 2020	PROJECTED 2021	PROJECTED 2022
Consumer Price Index	3.00%	1.70%	1.50%	0.80%	0.70%	2.10%	2.00%	2.00%	2.00%	2.00%	2.00%
Equalized Assessed Valuation (EAV)	1,058,659,385	977,002,278	941,604,550	967,427,476	1,041,564,268	1,064,395,553	1,087,683,464	1,111,437,134	1,135,665,876	1,160,379,194	1,185,586,778
% Change in EAV		-7.71%	-3.62%	2.74%	7.66%	2.19%	2.19%	2.18%	2.18%	2.18%	2.17%
New Growth	4,795,890	3,092,990	2,035,120	1,748,200	5,004,150	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
% of Total EAV	0.45%	0.32%	0.22%	0.18%	0.48%	0.19%	0.18%	0.18%	0.18%	0.17%	0.17%
Existing EAV		(84,750,097)	(37,432,848)	24,074,726	69,132,642	20,831,285	21,287,911	21,753,669	22,228,743	22,713,318	23,207,584
% of Total EAV		-8.01%	-3.83%	2.56%	7.15%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%

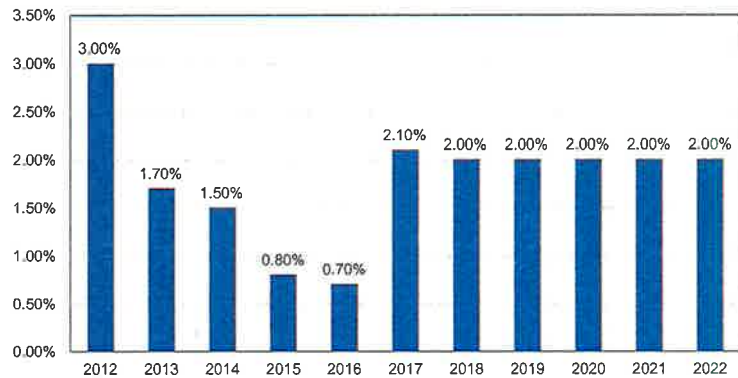


## Extension Analysis and Consumer Price Index Assumptions

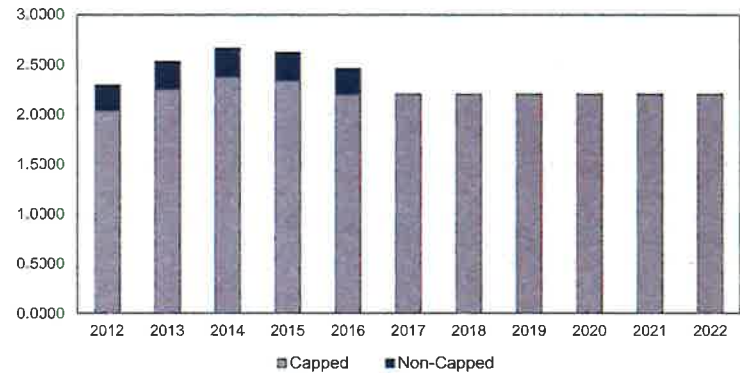
CHSD 94 | Base Model 1/4/2018

	2016		2017		2018		2019		2020		2021		2022	
	Extension	Rate	Extension	Rate	Extension	Rate	Extension	Rate	Extension	Rate	Extension	Rate	Extension	Rate
Education Fund	17,734,715	1.7027	18,141,231	1.7044	18,538,143	1.7044	18,942,993	1.7044	19,355,941	1.7044	19,777,147	1.7044	20,206,777	1.7044
Leasing	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Special Education	231,227	0.0222	236,527	0.0222	241,702	0.0222	245,981	0.0222	252,365	0.0222	257,857	0.0222	263,458	0.0222
Other Tax Levies	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operations & Maintenance Fund	3,171,563	0.3045	3,244,262	0.3048	3,315,243	0.3048	3,387,644	0.3048	3,461,493	0.3048	3,536,819	0.3048	3,613,651	0.3048
Other Tax Levies	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service Fund	2,764,312	0.2654	-	-	-	-	-	-	-	-	-	-	-	-
Transportation Fund	847,833	0.0814	867,267	0.0815	886,242	0.0815	905,597	0.0815	925,338	0.0815	945,475	0.0815	966,014	0.0815
Other Tax Levies	-	-	-	-	-	-	-	-	-	-	-	-	-	-
IMRF Fund	410,376	0.0394	419,783	0.0394	428,967	0.0394	438,336	0.0394	447,891	0.0394	457,638	0.0394	467,579	0.0394
IMRF Fund Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Social Security/Medicare Fund	385,379	0.0370	394,212	0.0370	402,837	0.0370	411,635	0.0370	420,608	0.0370	429,761	0.0370	439,097	0.0370
Other Tax Levies	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Projects Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Working Cash Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tort Fund	157,276	0.0151	160,881	0.0151	164,401	0.0151	167,992	0.0151	171,654	0.0151	175,389	0.0151	179,199	0.0151
Fire Prevention and Safety Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Totals</b>	<b>\$25,702,681</b>	<b>2.4677</b>	<b>\$23,464,165</b>	<b>2.2045</b>	<b>\$23,977,537</b>	<b>2.2045</b>	<b>\$24,501,177</b>	<b>2.2045</b>	<b>\$25,035,290</b>	<b>2.2045</b>	<b>\$25,580,085</b>	<b>2.2045</b>	<b>\$26,135,776</b>	<b>2.2045</b>
<b>Tax-Capped Totals</b>	<b>\$22,938,370</b>	<b>2.2023</b>	<b>\$23,464,165</b>	<b>2.2045</b>	<b>\$23,977,537</b>	<b>2.2045</b>	<b>\$24,501,177</b>	<b>2.2045</b>	<b>\$25,035,290</b>	<b>2.2045</b>	<b>\$25,580,085</b>	<b>2.2045</b>	<b>\$26,135,776</b>	<b>2.2045</b>

**Consumer Price Index**



**Total Tax Rate**



## West Chicago Real Estate Tax Abatement Program

### I. Introduction

Certain taxing districts in the greater City of West Chicago region desire to implement a real estate tax abatement program to incentivize economic development in the region, attract new jobs, and strengthen the local economy (the "Abatement Program"). The real estate tax abatement (an "abatement" or "abatements") authorized for in the Abatement Program is an incentive that certain taxing districts may offer to qualifying redevelopment projects that expand an existing facility or locate a new facility within the jurisdiction of the taxing districts. The Abatement Program allows the benefited property owner / developer to not pay some or all of the real estate taxes levied by the participating taxing districts, in order that the owner / developer of the benefited property have additional funds available to engage in high quality development, create more jobs, and strengthen the local economy. Because the participating taxing districts are abating a portion of their respective real estate tax levies, it is the intent of the Abatement Program that there be a clear purpose and need for an abatement in each instance where an abatement is granted.

### II. Statutory Authority

The Abatement Program is authorized by the Illinois Property Tax Code, 35 ILCS 200/18-165, as amended from time to time ("Section 18-165"). Section 18-165 provides that any taxing district, upon a majority vote of its governing authority, may, after the determination of the assessed value of a property within the taxing district, order the County Clerk to abate all or a portion of the real estate taxes to be received by the taxing district relative to the property. Section 18-165 permits abatements for several types of property. The Abatement Program is limited to abating real estate taxes on the types of properties set forth in Subsections (a)(1)(A), (B) and (C) of Section 18-165, which provide as follows:

The property of any commercial or industrial firm [...]. [...] The abatement shall not exceed a period of 10 years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000.

Section 18-165(a)(1)(A).

The property of any commercial or industrial development of at least (i) 500 acres or (ii) 225 acres in the case of a commercial or industrial development that applies for and is granted designation as a High Impact Business under paragraph (F) of item (3) of subsection (a) of Section 5.5 of the Illinois Enterprise Zone Act, having been created within the taxing district. The abatement shall not exceed a period of 20 years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$12,000,000.

Section 18-165(a)(1)(B).

The property of any commercial or industrial firm currently located in the taxing district that expands a facility or its number of employees. The abatement shall not exceed a period of 10 years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000. The abatement period may be renewed at the option of the taxing districts.

Section 18-165(a)(1)(C).

If Section 18-165 is amended after the adoption of the Abatement Program, the participating taxing districts shall meet and confer, within a reasonable time after approval of the amendment, to determine how the Abatement Program shall be modified, if at all, due to the amendment.

### III. Limitations

Notwithstanding the provisions of Section 18-165, the taxing districts participating in the Abatement Program have agreed to limit the availability of abatements under the Abatement Program as follows:

1. Properties qualifying for abatements are only those set forth in Subsections (a)(1)(A), (B) and (C) of Section 18-165.
2. For an abatement pursuant to Section 18-165(a)(1)(A), the maximum term of an abatement is ten (10) years. For an abatement pursuant to Section 18-165(a)(1)(B), the maximum term of an abatement is twenty (20) years. For an abatement pursuant to Section 18-165(a)(1)(C), the maximum term of an abatement is ten (10) years, with one (1) additional extension of up to ten (10) years available at the discretion of the participating taxing districts.
3. Property within a Tax Increment Financing District is ineligible for an abatement.
4. Abatements will only be available to redevelopment projects which result in both the investment of "new dollars" in an amount of at least One Million and No/100 Dollars (\$1,000,000.00) into the property in question (the "Subject Property"). For example, if a company builds a new building or makes capital improvements to an existing building, those investments would be eligible towards the One Million and No/100 Dollars (\$1,000,000.00) of "new dollars" investment requirement, as the capital improvements will increase the fair market value of the Subject Property, in a manner not merely attributable to the purchase price thereof. However, if a company buys an existing building, even for more than One Million and No/100 Dollars (\$1,000,000.00), but makes no additional improvements to it in excess of One Million and No/100 Dollars (\$1,000,000.00), no abatement would be applicable, as there would be an inadequate "new dollars" investment in the Subject Property. An exception to the "new dollars" investment of at least One Million and No/100 Dollars

(\$1,000,000.00) is for the re-occupancy of a building that has been vacant for at least five (5) years.

- 5. The maximum amount of an abatement shall be capped as set forth in Section 18-165.

Commented [DD1]: Is this necessary to have included in this agreement or are we best represented by deleting this statement

Commented [n2]: It does make existing property more attractive and may spur additional development. Not a big issue on my end.

IV. Eligibility

In order to be eligible for an abatement under the Abatement Program, the property in question (the "Subject Property") must be owner-occupied or leased. Vacant property is not eligible.

Commented [DD3]: My preference would be to leave out the "... or leased" at the end of the sentence.

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An abatement under the Abatement Program will be approved only after execution of an abatement agreement, signed by the owner of the Subject Property, the tenant on the Subject Property, if any, and the taxing districts participating in the Abatement Program (an "Abatement Agreement").

If possession of the Subject Property is subject to a lease, then, prior to an abatement being approved: (1) the signed lease must be provided to the taxing districts participating in the Abatement Program; (2) the lease for the Subject Property must be for a period of five (5) or more years from the date an Abatement Agreement is executed; and (3) an abatement will not be offered in excess of the length of the lease. However, should the Subject Property be subject to a lease with an option for an extended term, an abatement will be offered for the length of the extended term of the lease, subject to the ten (10) year total term length, and subject to the lease being in effect for the full term of the abatement.

Applicants must show a competitive need for the abatement, through evidence of alternative location options, the costs associated with each alternative location, and the financing "gap" as a result of locating on the Subject Property as opposed to the alternative location(s). Evidence to be provided by applicants shall include, but is not limited to: incentive letters, prospective offers from other governmental agencies, other documentation indicating the applicant's interest in alternative locations, and other materials reasonably requested by the taxing districts participating in the Abatement Program. Alternatively, applicants may provide only a "gap" analysis, and a detailed pro forma that shows the need for the requested abatement.

Applicants must provide documentation establishing the pre-abatement fair market value of the Subject Property, and the anticipated fair market value of the Subject Property after the proposed investments and improvements, to allow the participating taxing districts to determine if the increased equalized assessed valuation of the Subject Property warrants an abatement.

Commented [DD4]: Section VI refers to a 14 day period. Is that the same period of time we are looking for to assess the documentation - and is this documentation the materials reviewed by the Review Committee

Recipients of an abatement must abide by the Illinois Prevailing Wage Act for all improvements constructed on the Subject Property, and must comply with all other relevant local, State and Federal laws, ordinances, rules, regulations, and orders.

Commented [n5]: We are to meet within a 14 day window, but have 30 days to make a determination. Yes, these are the materials that we would use for our review.

**V. Additional Provisions**

The year in which a final certificate of occupancy is issued by the City of West Chicago, for the project to which the abatement applies, shall be the first abatement year.

Any applicant approved for an abatement will be required to maintain operations at the Subject Property for the length of the abatement, or else be required to repay the abatement to the taxing districts participating in the abatement.

Immediate repayment of an abatement shall be made if:

- 1. There is a material misrepresentation in the abatement application.
- 2. A breach of the Abatement Agreement is not remedied within the specified timeframe.
- 3. The Subject Property ceases to operate for the purposes agreed to in the Abatement Agreement.
- 4. The business operating on the Subject Property becomes insolvent, but only in the event the insolvency causes the business to cease operations.
- 5. The Subject Property is sold, or the Abatement Agreement is assigned, without the prior written approval of all the taxing districts participating in the Abatement Agreement.

6. Residential improvements are built on the Subject Property, provided, however, that in the event said residential improvements are identified by separate Permanent Index Numbers ("PINs"), the cancellation of the abatement shall apply only to the abatement attributable to the residential PINs.

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Commented [DD6]: My preference would be to put a period (.) at the end of Subject Property in the first line and delete the remainder of the statement. In other words provide no opportunity to sub-divide the property into residential real estate

7. The applicant files tax rate objections or otherwise challenges the rate of taxes levied by and extended by the participating taxing districts against, or the assessment of, the Subject Property during a period of time commencing on the date of the Abatement Agreement and concluding on December 31st of the year in which the last abatement is provided.

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8. The applicant fails to make timely payment (no more than 90 days) of property tax bills

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9. The applicant undertakes efforts to detach from the participating taxing districts.

The applicant will commit to the development of a vocational apprenticeship program in the new facility for students of the high school district.

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**VI. Review of Applications**

A "Review Committee," comprised of the chief administrative officers from those taxing districts participating in the Abatement Program, and whose jurisdiction covers the Subject

Commented [DD7]: Who specifically sits on this committee? In our current situation will the Warrenville Park District be a member as an already determined no vote or will this just be the organizations that are agreeing in concept to abatements?

Commented [n8]: Since Warrenville would not be participating, they would not have a representative on the committee.

Property in relation to which an abatement is sought, shall review each abatement application that is received to ensure its compliance with the eligibility requirements of the Abatement Program. A representative of the DuPage Airport Authority shall participate in the review of all abatements being considered on land it owns.

**Commented [DD9]:** Is the DuPage Airport Authority abating any taxes? Are they just an advisory representative on this committee? They have always appeared to have a strong vested interest in this as the property landlord

The Review Committee shall meet within fourteen (14) days of a complete application being received (e.g. all required supporting documentation must be included), and shall make a determination as to whether or not an application meets the eligibility criteria of the Abatement Program. If the Review Committee finds, by a majority vote of those members present and voting at the meeting, that an applicant does not meet the Abatement Program's criteria, the applicant shall be so advised and be given an additional opportunity to cure any defects in its application. If the Review Committee finds, by a majority vote of those members present and voting at the meeting, that an application does meet the Abatement Program criteria, within thirty (30) days following the meeting, each participating taxing districts' governing body may approve an Abatement Agreement with that applicant, and thereafter approve the abatement ordinance and other documents necessary to undertake the approved abatement.

**Commented [n10]:** I'm assuming that this is included to ensure that projects meet FAA requirements

**Commented [DD11]:** Is the materials that are being reviewed spelled out in Section IV?

**Commented [n12]:** Yes, but we should consider whether there are additional materials that we feel that we would need.

The Review Committee shall monitor compliance with each Abatement Agreement, and recommend to the participating taxing districts when litigation or other action should be taken in the event of a breach of the terms of an Abatement Agreement. The determination of the committee does not limit or prevent individual taxing districts from independently initiating litigation.

**Commented [DD13]:** I would like to add the sentence. "However approval of the review committee is not necessary for individual taxing districts to initiate litigation."

## VII. Economic Incentives

Applicants with approved Abatement Agreements, which shall not exceed the term and amounts set forth in this Abatement Program, which are in compliance with their respective Abatement Agreements, shall receive real estate tax abatements according to the terms of their respective Abatement Agreements. The percentage(s) of real estate taxes abated in each Abatement Agreement shall be negotiated between the applicant and the taxing districts participating in the abatement on a case by case basis.

## West Chicago Real Estate Tax Abatement Program

### I. Introduction

Certain taxing districts in the greater City of West Chicago region desire to implement a real estate tax abatement program to incentivize economic development in the region, attract new jobs, and strengthen the local economy (the “Abatement Program”). The real estate tax abatement (an “abatement” or “abatements”) authorized for in the Abatement Program is an incentive that certain taxing districts may offer to qualifying redevelopment projects that expand an existing facility or locate a new facility within the jurisdiction of the taxing districts. The Abatement Program allows the benefited property owner / developer to not pay some or all of the real estate taxes levied by the participating taxing districts, in order that the owner / developer of the benefited property have additional funds available to engage in high quality development, create more jobs, and strengthen the local economy. Because the participating taxing districts are abating a portion of their respective real estate tax levies, it is the intent of the Abatement Program that there be a clear purpose and need for an abatement in each instance where an abatement is granted.

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6. Residential improvements are built on the Subject Property.
7. The applicant files tax rate objections or otherwise challenges the rate of taxes levied by and extended by the participating taxing districts against, or the assessment of, the Subject Property during a period of time commencing on the date of the Abatement Agreement and concluding on December 31st of the year in which the last abatement is provided.
8. The applicant fails to make timely payment (no more than 90 days) of property tax bills
9. The applicant undertakes efforts to detach from the participating taxing districts.

The applicant will commit to the development of a vocational apprenticeship program in the new facility for students of the high school district.

## **VI. Review of Applications**

A "Review Committee," comprised of the chief administrative officers from those taxing districts participating in the Abatement Program, and whose jurisdiction covers the Subject Property in relation to which an abatement is sought, shall review each abatement application that is received to ensure its compliance with the eligibility requirements of the Abatement

Program. A representative of the DuPage Airport Authority shall participate in the review of all abatements being considered on land it owns.

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The Review Committee shall monitor compliance with each Abatement Agreement, and recommend to the participating taxing districts when litigation or other action should be taken in the event of a breach of the terms of an Abatement Agreement. The determination of the committee does not limit or prevent individual taxing districts from independently initiating litigation.

## **VII. Economic Incentives**

Applicants with approved Abatement Agreements, which shall not exceed the term and amounts set forth in this Abatement Program, which are in compliance with their respective Abatement Agreements, shall receive real estate tax abatements according to the terms of their respective Abatement Agreements. The percentage(s) of real estate taxes abated in each Abatement Agreement shall be negotiated between the applicant and the taxing districts participating in the abatement on a case by case basis.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF WEST CHICAGO, DUPAGE AIRPORT AUTHORITY, WEST  
CHICAGO LIBRARY DISTRICT, WEST CHICAGO FIRE PROTECTION DISTRICT,  
WEST CHICAGO ELEMENTARY SCHOOL DISTRICT 33, COMMUNITY HIGH  
SCHOOL DISTRICT 94 AND NORIX GROUP, INC. IN REGARD TO A PROPERTY  
TAX ABATEMENT RELATIVE TO THE DEVELOPMENT OF THE NORIX PROPERTY**

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date") by and between the CITY OF WEST CHICAGO, an Illinois home rule municipal corporation ("CITY"), the DUPAGE AIRPORT AUTHORITY, an Illinois airport authority ("AIRPORT"), the WEST CHICAGO LIBRARY DISTRICT, an Illinois library district ("LIBRARY"), the WEST CHICAGO FIRE PROTECTION DISTRICT, an Illinois fire protection district ("FIRE PROTECTION DISTRICT"), the WEST CHICAGO ELEMENTARY SCHOOL DISTRICT 33, an Illinois school district ("ELEMENTARY SCHOOL DISTRICT"), the COMMUNITY HIGH SCHOOL DISTRICT 94, an Illinois school district ("HIGH SCHOOL DISTRICT"), and NORIX GROUP, INC., an Illinois corporation ("DEVELOPER"). The CITY, the AIRPORT, the LIBRARY, the FIRE PROTECTION DISTRICT, the ELEMENTARY SCHOOL DISTRICT, the HIGH SCHOOL DISTRICT, and the DEVELOPER are sometimes individually referred to herein as a "Party" and collectively referred to as the "Parties."

**WITNESSETH**

**WHEREAS**, DEVELOPER is under contract to acquire the property commonly known as \_\_\_\_\_, West Chicago, Illinois \_\_\_\_\_, with said property being legally described on EXHIBIT A-1, attached hereto and made part hereof, and depicted on EXHIBIT A-2, attached hereto and made part hereof ("Subject Property"); and

**WHEREAS**, the DEVELOPER desires to develop the Subject Property into a manufacturing and office campus consisting of a building of approximately one hundred seventy five thousand (175,000) square feet on twenty (20) acres, as depicted and further described in EXHIBIT B-1 and EXHIBIT B-2, respectively, attached hereto and made a part hereof (“Project”); and

**WHEREAS**, the DEVELOPER desires to own, develop and operate the Project on the Subject Property; and

**WHEREAS**, in order to induce the DEVELOPER to proceed with the Project, the CITY, the AIRPORT, the LIBRARY, the FIRE PROTECTION DISTRICT, the ELEMENTARY SCHOOL DISTRICT, and the HIGH SCHOOL DISTRICT (collectively the “UNITS OF GOVERNMENT”) agree to provide the DEVELOPER with a partial real estate tax abatement in regard to certain of the real estate taxes assessed by the UNITS OF GOVERNMENT against the Subject Property (“Tax Abatement”); and

**WHEREAS**, the Tax Abatement will provide a real estate tax abatement from the UNITS OF GOVERNMENT to the DEVELOPER pursuant to 35 ILCS 200/18-165 (“Abatement Law”); and

**WHEREAS**, the UNITS OF GOVERNMENT have agreed to provide the Tax Abatement to the DEVELOPER, pursuant to the terms and conditions as set forth in this Agreement, provided the DEVELOPER agrees to refrain from taking any actions, either directly or indirectly, to lower the equalized assessed valuation of the Subject Property, including the Project located thereon, for a period of fifteen (15) years after the Project commences operation, below those equalized assessed valuations as set forth on EXHIBIT C, attached hereto and made part hereof (“Anticipated Assessed Values”); and

**WHEREAS**, the DEVELOPER is in agreement with the restriction set forth above, relative to maintaining the Anticipated Assessed Values for the Subject Property; and

**WHEREAS**, by providing the Tax Abatement, in exchange for the DEVELOPER agreeing to maintain the Anticipated Assessed Values for the Subject Property, the UNITS OF GOVERNMENT will induce the DEVELOPER to cause the Project to be constructed and operated, which will provide future financial benefits for the UNITS OF GOVERNMENT; and

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution, 5 ILCS 220/1 *et seq.* and the CITY'S home rule powers provide the authority for this Agreement; and

**WHEREAS**, it is in the best interests of the Parties to enter into this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. **INCORPORATION OF PREAMBLES.** The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.
2. **DEVELOPER CONDITIONS.** The DEVELOPER'S right to receive the Tax Abatement under this Agreement is expressly conditioned upon the performance by the DEVELOPER of the following conditions. The DEVELOPER shall:
  - A. Acquire title to the Subject Property on or before \_\_\_\_\_, 201\_;
  - B. Construct and operate the Project on the Subject Property in accordance with EXHIBITS B-1 and B-2;
  - C. Obtain certificates of occupancy, or final approvals, for the Project from all governmental entities having jurisdiction over the design and construction of the Project, on or before \_\_\_\_\_, 201\_. The date the DEVELOPER receives the last of the certificates of occupancy or final approvals for the Project from all governmental entities having jurisdiction

over the design and construction of the Project shall be the "Commencement Date." The DEVELOPER shall notify each of the UNITS OF GOVERNMENT of the Commencement Date within fourteen (14) days after the Commencement Date has occurred;

- D. Comply with the real estate tax obligations set forth in Section 4. below; and
- E. Notwithstanding any provision in this Agreement to the contrary, if the DEVELOPER fails to meet any of its obligations in Sections 2.A., 2.B., or 2.C. of this Agreement, the Agreement shall be terminated and be null and void.

**3. REAL ESTATE TAX ABATEMENT.**

A. Subject to the DEVELOPER, or the DEVELOPER's tenant on the Subject Property, being in full compliance with Section 2. above, and Section 4. below, the UNITS OF GOVERNMENT shall provide the DEVELOPER with the Tax Abatement pursuant to the Abatement Law, relative to the real estate taxes assessed against the Subject Property, including the Project located thereon, with said Tax Abatement being:

- 1. For a maximum of ten (10) years, beginning with the real estate taxes levied on the Subject Property, including the Project located thereon, for the next full calendar year after the Commencement Date occurs, which real estate taxes are payable in the year thereafter, even if the dollar amount referenced in Subsection 3.A.2. below has not been abated;
- 2. Limited to a total cumulative amount from the UNITS OF GOVERNMENT combined of Four Million and No/100 Dollars (\$4,000,000.00), even if the Tax Abatement has not occurred for the full ten (10) year period referenced in Subsection 3.A.1. above;
- 3. Limited to Fifty Percent (50%) of the real estate taxes to be received by the UNITS OF GOVERNMENT from the Subject Property, including the Project located thereon, exclusive of real estate taxes received to satisfy any debt service tax levy of general applicability to all property within any one or more of the respective UNITS OF GOVERNMENT, in any given year; and

4. Limited by excluding amounts levied by each of the UNITS OF GOVERNMENT for debt service, and limited in the Abatement Law, and any amendments thereto after the Effective Date.

Within sixty (60) days of the Commencement Date, each of the UNITS OF GOVERNMENT shall adopt the ordinance attached hereto as EXHIBIT D and made a part hereof (“Abatement Ordinance”), and send a certified copy of the Abatement Ordinance to the DuPage County Clerk (“Clerk”), with such changes to the Abatement Ordinance being made to tailor the Abatement Ordinance to the specific ordinance form requirements of each of the UNITS OF GOVERNMENT, and after updating the current P.I.N.s and legal description(s) for the Subject Property, including the Project located thereon, if any. The Parties acknowledge that under the Abatement Law, the Clerk administers the Tax Abatement. The Parties acknowledge that as of the Effective Date, the process for administering the Tax Abatement as is described in EXHIBIT E, attached hereto and made a part hereof, and that the process described in EXHIBIT E may change after the Effective Date. The Parties shall cooperate with one another, and the Clerk, in administering the Tax Abatement. Upon a reasonable request of the Clerk, or any other Party, the Parties shall timely respond to requests for information and documents related to the Tax Abatement, and the Parties shall take all reasonable steps in a timely manner needed to administer the Tax Abatement consistent with the terms of this Agreement.

- B. During the term of this Agreement, if the DEVELOPER ceases operating the Project on the Subject Property, or if the DEVELOPER breaches any

of its obligations in this Agreement, the DEVELOPER shall reimburse the UNITS OF GOVERNMENT the Tax Abatement as follows:

1. If within five (5) years from the Commencement Date, the DEVELOPER shall pay each of the UNITS OF GOVERNMENT its *pro rata* amount of Seventy Five Percent (75%) of the Tax Abatement realized by the DEVELOPER; or
2. If after five (5) years from the Commencement Date, the DEVELOPER shall pay the CITY Fifty Percent (50%) of the Building Permit Waiver Costs and the Natural Gas Utility Rebate, the DEVELOPER shall pay each of the UNITS OF GOVERNMENT its *pro rata* amount of Fifty Percent (50%) of the Tax Abatement realized by the DEVELOPER.

The DEVELOPER's reimbursement obligations herein shall survive, and be binding upon the DEVELOPER, regardless of the termination or expiration of this Agreement. The DEVELOPER shall reimburse the UNITS OF GOVERNMENT within thirty (30) days of a written demand from the UNITS OF GOVERNMENT for such reimbursement.

**4. REAL ESTATE TAX OBLIGATIONS OF THE DEVELOPER.**

- A. The DEVELOPER agrees to pay, or cause to be paid, all general and special real estate taxes levied against its respective interest in the Subject Property, including the Project located thereon, on or prior to the date same is due, and said real estate taxes shall not become delinquent. The DEVELOPER shall deliver evidence of payment of such real estate taxes to the UNITS OF GOVERNMENT upon request.
- B. The DEVELOPER agrees:
  - (1) to not challenge, contest, seek a reduction in or assert tax-exempt status in relation to the real estate taxes assessed against the Subject Property, including the Project located thereon, below the Anticipated Assessed Values, as shown on EXHIBIT C; and
  - (2) to prohibit any third party obligated to pay the real estate taxes, in whole or in part, assessed against the Subject Property, including the Project located thereon, or any portion thereof, from challenging, contesting, seeking a reduction in or asserting tax-

exempt status in relation to the real estate taxes assessed against the Subject Property, including the Project located thereon, below the Anticipated Assessed Values, as shown on EXHIBIT C.

- C. The remedy to each of the UNITS OF GOVERNMENT, in the event of a breach by DEVELOPER of its obligations in Subsection 4.B. above, shall be for the DEVELOPER to pay to each of the UNITS OF GOVERNMENT, on an annual basis, the difference between the actual real estate taxes payable with respect to the Subject Property, including the Project located thereon, and the amount of real estate taxes that would have been due and owing on the Anticipated Assessed Values for such year, after the Tax Abatement for such year (said deficiency shall herein be referred to as the "Tax Deficiency"), plus interest thereon at the prime rate charged by BMO Harris Bank (or its successor) plus Three Percent (3%) per annum for the period beginning on the date the real estate taxes are received by each of the UNITS OF GOVERNMENT for any given year and ending on the date the Tax Deficiency is paid to each of the UNITS OF GOVERNMENT, which shall be due within thirty (30) days of notice from any one (1) of the UNITS OF GOVERNMENT.

**5. GENERAL CONDITIONS/REQUIREMENTS.**

- A. This Agreement is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party.
- B. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which the UNITS OF GOVERNMENT may have under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*, with respect to any claim brought by a third party.
- C. The obligations of the DEVELOPER shall constitute covenants running with the land legally described in Exhibit A-1 and shall be binding on successors and assigns of the DEVELOPER and shall bind all owners of the Subject Property, including the Project located thereon, or any portion thereof.
- D. This Agreement shall be recorded on title to the Subject Property at the expense of the DEVELOPER upon taking effect.
- E. Upon a breach of this Agreement by DEVELOPER, any of the UNITS OF GOVERNMENT may repeal their respective Abatement Ordinance, and any Party, by an action or proceeding solely in equity brought in the 18th Judicial Circuit Court, in DuPage County, Illinois, may secure the specific performance of the covenants and agreements herein contained, for failure of performance.

- F. In the event of a default by any of the Parties, the defaulting Party, as adjudicated by a court of competent jurisdiction, shall pay to the non-defaulting Party / Parties, upon demand, all of the non-defaulting Party's / Parties' reasonable costs, charges and expenses, including, but not limited to, the costs of accountants, consultants, attorneys and others retained by the non-defaulting Party / Parties for the purpose of enforcing any of the obligations of the defaulting Party under this Agreement.
- G. The failure of any Party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, by any other Party, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- H. If the performance by any Party hereunder is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances shall only include acts of God, war, strikes or similar acts of *force majeure*), the time for such performance shall be extended by the amount of time of such delay.
- I. This Agreement shall remain in full force and effect for fifteen (15) years after the Commencement Date.
- J. In the event that any UNIT OF GOVERNMENT's authority under the Abatement Law to carry out its obligation in this Agreement is repealed, become null and void or otherwise become invalid, then the UNIT OF GOVERNMENT's obligations hereunder shall cease and no further obligations of any sort shall be required of the UNIT OF GOVERNMENT. The DEVELOPER shall have no recourse against the affected UNIT OF GOVERNMENT(s) in such event.
- K. No amendment to, or modification of, this Agreement shall be effective unless and until it is in writing and approved by the authorized representative of the DEVELOPER and by each of the UNITS OF LOCAL GOVERNMENT's corporate authorities, and executed and delivered by the authorized representatives of each Party.
- L. If, during the term of this Agreement, any lawsuits or other proceedings are filed or initiated against any Party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of any Party to perform its obligations under, or otherwise to comply with, this Agreement ("Litigation"), the Party against which the Litigation is filed or initiated shall promptly deliver a copy of the complaint or charge related

thereto to the other Parties and shall thereafter keep the other Parties fully informed concerning all aspects of the Litigation. Each Party shall, to the extent necessary, cooperate with the other Parties in this event. The Parties each agree to use their respective best efforts to defend the validity of this Agreement and the Abatement Ordinances adopted pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto.

- M. The DEVELOPER shall and hereby agrees to defend, hold harmless and indemnify the UNITS OF GOVERNMENT, and their respective elected officials, appointed officials, employees, agents and attorneys (collectively the "UNITS OF GOVERNMENT Affiliates") from and against any and all claims, demands, suits, damages, liabilities, losses, expenses, and judgments which may arise relating to this Agreement. The obligation of the DEVELOPER in this regard shall include, but shall not be limited, to all costs and expenses, including reasonable attorneys' fees, incurred by the UNITS OF GOVERNMENT Affiliates in responding to, defending against, or settling any such claims, demands, suits, damages, liabilities, losses, expenses or judgments. The DEVELOPER covenants that it will reimburse the UNITS OF GOVERNMENT Affiliates, or pay over to the UNITS OF GOVERNMENT Affiliates, all sums of money the UNITS OF GOVERNMENT Affiliates pays, or becomes liable to pay, by reason of any of the foregoing; provided, however, that the DEVELOPER's liability under this Section 5.M. shall be limited to the total amount of Tax Abatement that the DEVELOPER has been received pursuant to this Agreement as of the date of any such claim, demand, suit, damage, liability, loss, expense, or judgment. In any suit or proceeding brought hereunder, the UNITS OF GOVERNMENT Affiliates shall have the right to appoint counsel of their own choosing to represent it, the costs and expenses of which shall be paid by the DEVELOPER.

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

A. If to the CITY:

City of West Chicago  
475 Main Street

B. If to the LIBRARY:

West Chicago Library District  
118 West Washington Street

West Chicago, Illinois 60185  
Attention: Mayor

West Chicago, Illinois 60185  
Attention: President

With copies to:

With copies to:

City of West Chicago  
475 Main Street  
West Chicago, Illinois 60185  
Attn: City Administrator

West Chicago Library District  
118 West Washington Street  
West Chicago, Illinois 60185  
Attn: Executive Director

Bond, Dickson & Associates  
400 Knoll Street  
Wheaton, Illinois 60187  
Attn: Patrick Bond

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**C. If to the ELEMENTARY SCHOOL DISTRICT:**

**D. If to the HIGH SCHOOL DISTRICT:**

West Chicago Elementary  
School District 33  
312 East Forest Avenue  
West Chicago, Illinois 60185  
Attention: President

Community High School  
District 94  
157 West Washington Street  
West Chicago, Illinois 60185  
Attention: President

With copies to:

With copies to:

West Chicago Elementary  
School District 33  
312 East Forest Avenue  
West Chicago, Illinois 60185  
Attention: Superintendent

Community High School  
District 94  
157 West Washington Street  
West Chicago, Illinois 60185  
Attention: Superintendent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**E. If to the DUPAGE AIRPORT AUTHORITY:**

**F. If to the DEVELOPER:**

DuPage Airport Authority  
2700 International Drive, Suite 200  
West Chicago, Illinois 60185  
Attention: Chairman

Norix Group, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

With copies to

With a copy to:

DuPage Airport Authority

Meyers & Flowers

2700 International Drive, Suite 200  
West Chicago, Illinois 60185  
Attention: Executive Director  
Law Offices of Schirott, Luetkehans  
& Garner, LLC  
105 E. Irving Park Rd.  
Itasca, IL 60143  
Attention: Phillip A. Luetkehans

3 N. Second Street, Suite 300  
St. Charles, Illinois 60147  
Attention: Andrew E. Kolb

G. If to the FIRE PROTECTION DISTRICT:

West Chicago Fire Protection District  
200 Freemont Street  
West Chicago, Illinois 60185  
Attention: President

With copies to:

West Chicago Fire Protection District  
200 Freemont Street  
West Chicago, Illinois 60185  
Attention: Fire Chief

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

or to such other address, or additional individuals/entities, as any Party may from time to time designate in a written notice to the other Parties. Service by personal delivery shall be deemed given when delivery occurs, and service by certified or registered mail shall be deemed given three (3) days after depositing same in the mail.

7. **COUNTERPARTS.** This Agreement may be executed simultaneously in up to seven (7) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
8. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding

between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

9. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date the last of the Parties execute this Agreement as set forth below, which date shall be filled in on page 1 hereof.

**IN WITNESS WHEREOF**, the CITY, pursuant to authority granted by the adoption of a Motion/Resolution by its City Council, has caused this Agreement to be executed by its Mayor and attested by its Clerk; the AIRPORT, pursuant to authority granted by the adoption of a Motion/Resolution by its Board of Commissioners, has caused this Agreement to be signed by its Chairman and attested by its Secretary; the LIBRARY, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Trustees, has caused this Agreement to be signed by its President and attested by its Secretary; the FIRE PROTECTION DISTRICT, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Trustees, has caused this Agreement to be signed by its President and attested by its Secretary; the ELEMENTARY SCHOOL DISTRICT, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Education, has caused this Agreement to be signed by its President and attested by its Secretary; the HIGH SCHOOL DISTRICT, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Education, has caused this Agreement to be signed by its President and attested by its

Secretary; and DEVELOPER, pursuant to proper authority granted in accordance with its organizational documents, has caused this Agreement to be executed by its President and attested by its Secretary.

**CITY OF WEST CHICAGO**

**WEST CHICAGO PUBLIC LIBRARY DISTRICT**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**WEST CHICAGO ELEMENTARY SCHOOL DISTRICT 33**

**WEST CHICAGO COMMUNITY HIGH SCHOOL DISTRICT 94**

By: \_\_\_\_\_  
\_\_\_\_\_, President

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**DUPAGE AIRPORT AUTHORITY**

**NORIX GROUP, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**WEST CHICAGO FIRE PROTECTION  
DISTRICT**

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the Mayor and City Clerk of the City of West Chicago, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively, appeared before me this day in person and severally acknowledged that, as such Mayor and City Clerk, they signed and delivered the signed instrument, pursuant to authority given by the City of West Chicago, as their free and voluntary act, and as the free and voluntary act and deed of said City of West Chicago, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the West Chicago Public Library District, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Public Library District, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Public Library District, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the West Chicago Fire Protection District, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Fire Protection District, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Fire Protection District, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the West Chicago Elementary School District 33, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Elementary School District 33, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Elementary School District 33, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the West Community High School District 94, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Community High School District 94, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Community High School District 94, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the Chairman and Secretary of the DuPage Airport Authority, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Chairman and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such Chairman and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the DuPage Airport Authority, as their free and voluntary act, and as the free and voluntary act and deed of said DuPage Airport Authority, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the Norix Group, Inc., and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by Norix Group, Inc., as their free and voluntary act, and as the free and voluntary act and deed of said Norix Group, Inc., for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT A-1**

**Legal Description of Subject Property**

(attached)

[LEGAL DESCRIPTION]

P.I.N.: \_\_\_\_\_

Common address: \_\_\_\_\_, West Chicago, Illinois

**EXHIBIT A-2**

**Depiction of Subject Property**

(attached)

EXHIBIT B-1

**Project Site Plan**

(attached)

EXHIBIT B-2

**Project Description**

(attached)

**EXHIBIT C**

**Anticipated Assessed Values**

<u>Year</u>	<u>Anticipated Assessed Values</u>
Year 1	\$619,683.27
Year 2	\$638,273.77
Year 3	\$657,421.98
Year 4	\$677,144.64
Year 5	\$697,458.98
Year 6	\$718,382.75
Year 7	\$739,934.23
Year 8	\$762,132.26
Year 9	\$784,996.23
Year 10	\$808,546.11
Year 11	\$832,802.50
Year 12	\$857,786.57
Year 13	\$883,520.17
Year 14	\$910,025.77
Year 15	\$937,326.55
	<u>\$11,525,435.7</u>
	8

EXHIBIT D

**Abatement Ordinance**

(attached)

**ORDINANCE PROVIDING FOR REAL ESTATE TAX ABATEMENT**

**WHEREAS**, the Illinois Property Tax Code, 35 ILCS 200/18-165, authorizes any taxing district to abate its taxes in relation to a specific property; and

**WHEREAS**, in “An Intergovernmental Agreement Between the City of West Chicago, DuPage Airport Authority, West Chicago Library District, West Chicago Fire Protection District, West Chicago Elementary School District 33, Community High School District 94 and Norix Group, Inc. in Regard to a Property Tax Abatement Relative to the Development of the Subject Property,” dated \_\_\_\_\_, 2018 (“IGA”), the [City Council / Board of Trustees / Board of Commissioners / Board of Education] of the [Unit of Government] previously determined it to be in its best interests to abate a portion of its taxes on the real estate legally described in **Exhibit 1**, attached hereto and made a part hereof (“Subject Property”), in order to encourage a commercial firm to redevelop the Subject Property; and

**WHEREAS**, the conditions of the IGA for the abatement of a portion of the taxes on the Subject Property have been met; and

**WHEREAS**, in the IGA, this [City Council / Board of Trustees / Board of Commissioners / Board of Education] previously determined such abatement of taxes to be in the best interests of its tax payers in order to encourage a commercial firm to redevelop the Subject Property, increase the tax base, and increase employment opportunities; and

**NOW, THEREFORE, BE IT ORDAINED** by the [Mayor / Chairman / President] and [City Council / Board of Trustees / Board of Commissioners / Board of Education] of the [Unit of Government], DuPage County, Illinois, as follows:

**Section 1.** This [City Council / Board of Trustees / Board of Commissioners / Board of Education] hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does now incorporate the same herein by reference.

**Section 2.** The County Clerk of DuPage County, Illinois is hereby ordered to abate the real estate taxes to be extended on the Subject Property, on behalf of the [Unit of Government] according to the rate set forth in Section 3 below, but excluding any levy or levies for debt service (“Abatement Rate”), commencing at the start of the next calendar year after the year in which this Ordinance is passed. However, in no event shall the aggregate abatement of real estate taxes levied against the Subject Property by the [Unit of Government], together with real estate taxes levied against the Subject Property and abated in previous and future years by all other taxing districts, exceed the total of Four Million and No/100 Dollars (\$4,000,000.00).

**Section 3.** The Abatement Rate shall be Fifty Percent (50%) of the real estate taxes to be extended on the Subject Property on behalf of the [Unit of Government].

**Section 4.** The [Mayor / Chairman / President] and [Clerk / Secretary] of this [Unit of Government] are hereby authorized and directed to execute this Ordinance and cause a certified copy of the same to be filed with the County Clerk of DuPage County, Illinois.

**Section 5.** This Ordinance shall be in full force and effect upon its adoption and publication.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the Corporate Authorities of the [Unit of Government] on a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by the [Mayor / Chairman / President] of the [Unit of Government] on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
[Mayor / Chairman / President]

ATTEST:

\_\_\_\_\_  
[Clerk / Secretary]

[Published in pamphlet form / Published in the \_\_\_\_\_ newspaper, being a newspaper of general circulation within the [Unit of Government] this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.]

EXHIBIT 1

**LEGAL DESCRIPTION OF THE SUBJECT PROPERTY**

(attached)

[LEGAL DESCRIPTION]

P.I.N.: \_\_\_\_\_

Common address: \_\_\_\_\_, West Chicago, Illinois

EXHIBIT E

**ABATEMENT PROCESS**

Capitalized terms in this EXHIBIT E shall have the meanings as set forth for said terms in the "Intergovernmental Agreement Between The City Of West Chicago, DuPage Airport Authority, West Chicago Library District, West Chicago Fire Protection District, West Chicago Elementary School District 33, Community High School District 94 And Norix Group, Inc. In Regard To A Property Tax Abatement Relative To The Development Of The Norix Property" ("IGA"), unless otherwise defined in this EXHIBIT E.

As of the Effective Date of the IGA, the process for administering the Tax Abatement is:

1. Within sixty (60) days of the Commencement Date, each UNIT OF GOVERNMENT shall adopt an Abatement Ordinance, and send a certified copy of its Abatement Ordinance to the Clerk.
2. The Clerk shall, at the time the tentative tax rates are prepared for each year's property tax levy, send to the chief executive officer of each of the UNITS OF GOVERNMENT a letter setting forth, with respect to the Tax Abatement, the parcel(s) affected, the amount of property taxes to be levied, and the amount of the abatement attributable to each of the UNITS OF GOVERNMENT ("Abatement Letter").
3. Each of the UNITS OF GOVERNMENT shall, each year, review the Abatement Letter from the Clerk, note any changes in the information provided, and then sign and return the Abatement Letter to the Clerk, all within seven (7) days of receipt of the Abatement Letter.
4. The Clerk shall track and account for the total Tax Abatement paid to the DEVELOPER.
5. The Clerk shall calculate the property tax levy for each of the UNITS OF GOVERNMENT taking the Tax Abatement into account, as approved by each of the UNITS OF GOVERNMENT with regard to its annual Abatement Letter.
6. The Tax Abatement for the Subject Property abated in previous and future years by all other taxing districts, shall not exceed the total of Four Million and No/100 Dollars (\$4,000,000.00).

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF WEST CHICAGO, DUPAGE AIRPORT AUTHORITY, WEST  
CHICAGO LIBRARY DISTRICT, WEST CHICAGO FIRE PROTECTION DISTRICT,  
WEST CHICAGO ELEMENTARY SCHOOL DISTRICT 33, COMMUNITY HIGH  
SCHOOL DISTRICT 94 AND DISCOVERY DRIVE INVESTORS, LLC IN REGARD TO  
A PROPERTY TAX ABATEMENT RELATIVE TO THE DEVELOPMENT OF THE  
DISCOVERY DRIVE INVESTORS PROPERTY**

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date") by and between the CITY OF WEST CHICAGO, an Illinois home rule municipal corporation ("CITY"), the DUPAGE AIRPORT AUTHORITY, an Illinois airport authority ("AIRPORT"), the WEST CHICAGO LIBRARY DISTRICT, an Illinois library district ("LIBRARY"), the WEST CHICAGO FIRE PROTECTION DISTRICT, an Illinois fire protection district ("FIRE PROTECTION DISTRICT"), the WEST CHICAGO ELEMENTARY SCHOOL DISTRICT 33, an Illinois school district ("ELEMENTARY SCHOOL DISTRICT"), the COMMUNITY HIGH SCHOOL DISTRICT 94, an Illinois school district ("HIGH SCHOOL DISTRICT"), and DISCOVERY DRIVE INVESTORS, LLC, a \_\_\_\_\_ limited liability corporation authorized to conduct business in the State of Illinois ("DEVELOPER"). The CITY, the AIRPORT, the LIBRARY, the FIRE PROTECTION DISTRICT, the ELEMENTARY SCHOOL DISTRICT, the HIGH SCHOOL DISTRICT, and the DEVELOPER are sometimes individually referred to herein as a "Party" and collectively referred to as the "Parties."

**WITNESSETH**

**WHEREAS**, DEVELOPER is under contract to acquire the property commonly known as \_\_\_\_\_, West Chicago, Illinois \_\_\_\_\_, with said property being legally described on EXHIBIT A-1, attached hereto and made part hereof, and depicted

on EXHIBIT A-2, attached hereto and made part hereof ("Subject Property"); and

**WHEREAS**, the DEVELOPER desires to develop the Subject Property into a warehouse and/or manufacturing operation consisting of a building of approximately eight hundred thousand (800,000) square feet on thirty-nine (39) acres, as depicted and further described in EXHIBIT B-1 and EXHIBIT B-2, respectively, attached hereto and made a part hereof ("Project"); and

**WHEREAS**, the DEVELOPER desires to own, develop and operate the Project on the Subject Property; and

**WHEREAS**, in order to induce the DEVELOPER to proceed with the Project, the CITY, the AIRPORT, the LIBRARY, the FIRE PROTECTION DISTRICT, the ELEMENTARY SCHOOL DISTRICT, and the HIGH SCHOOL DISTRICT (collectively the "UNITS OF GOVERNMENT") agree to provide the DEVELOPER with a partial real estate tax abatement in regard to certain of the real estate taxes assessed by the UNITS OF GOVERNMENT against the Subject Property ("Tax Abatement"); and

**WHEREAS**, the Tax Abatement will provide a real estate tax abatement from the UNITS OF GOVERNMENT to the DEVELOPER pursuant to 35 ILCS 200/18-165 ("Abatement Law"); and

**WHEREAS**, the UNITS OF GOVERNMENT have agreed to provide the Tax Abatement to the DEVELOPER, pursuant to the terms and conditions as set forth in this Agreement, provided the DEVELOPER agrees to refrain from taking any actions, either directly or indirectly, to lower the equalized assessed valuation of the Subject Property, including the Project located thereon, for a period of fifteen (15) years after the Project commences operation, below those equalized assessed valuations as set forth on

EXHIBIT C, attached hereto and made part hereof ("Anticipated Assessed Values"); and

**WHEREAS**, the DEVELOPER is in agreement with the restriction set forth above, relative to maintaining the Anticipated Assessed Values for the Subject Property; and

**WHEREAS**, by providing the Tax Abatement, in exchange for the DEVELOPER agreeing to maintain the Anticipated Assessed Values for the Subject Property, the UNITS OF GOVERNMENT will induce the DEVELOPER to cause the Project to be constructed and operated, which will provide future financial benefits for the UNITS OF GOVERNMENT; and

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution, 5 ILCS 220/1 *et seq.* and the CITY'S home rule powers provide the authority for this Agreement; and

**WHEREAS**, it is in the best interests of the Parties to enter into this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. **INCORPORATION OF PREAMBLES.** The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.
2. **DEVELOPER CONDITIONS.** The DEVELOPER'S right to receive the Tax Abatement under this Agreement is expressly conditioned upon the performance by the DEVELOPER, or the DEVELOPER's tenant on the Subject Property, of the following conditions. The DEVELOPER, or the DEVELOPER's tenant on the Subject Property, shall:
  - A. Acquire title to the Subject Property on or before \_\_\_\_\_, 201\_;
  - B. Construct and operate the Project on the Subject Property in accordance with EXHIBITS B-1 and B-2;

- C. Obtain certificates of occupancy, or final approvals, for the Project from all governmental entities having jurisdiction over the design and construction of the Project, on or before \_\_\_\_\_, 201\_. The date the DEVELOPER receives the last of the certificates of occupancy or final approvals for the Project from all governmental entities having jurisdiction over the design and construction of the Project shall be the "Commencement Date." The DEVELOPER shall notify each of the UNITS OF GOVERNMENT of the Commencement Date within fourteen (14) days after the Commencement Date has occurred;
- D. Comply with the real estate tax obligations set forth in Section 4. below; and
- E. Notwithstanding any provision in this Agreement to the contrary, if the DEVELOPER, or the DEVELOPER's tenant on the Subject Property, fails to meet any of its obligations in Sections 2.A., 2.B., or 2.C. of this Agreement, the Agreement shall be terminated and be null and void.

**3. REAL ESTATE TAX ABATEMENT.**

- A. Subject to the DEVELOPER, or the DEVELOPER's tenant on the Subject Property, being in full compliance with Section 2. above, and Section 4. below, the UNITS OF GOVERNMENT shall provide the DEVELOPER with the Tax Abatement pursuant to the Abatement Law, relative to the real estate taxes assessed against the Subject Property, including the Project located thereon, with said Tax Abatement being:
  - 1. For a maximum of ten (10) years, beginning with the real estate taxes levied on the Subject Property, including the Project located thereon, for the next full calendar year after the Commencement Date occurs, which real estate taxes are payable in the year thereafter, even if the dollar amount referenced in Subsection 3.A.2. below has not been abated;
  - 2. Limited to a total cumulative amount from the UNITS OF GOVERNMENT combined of Four Million and No/100 Dollars (\$4,000,000.00), even if the Tax Abatement has not occurred for the full ten (10) year period referenced in Subsection 3.A.1. above;
  - 3. Limited to Fifty Percent (50%) of the real estate taxes to be received

by the UNITS OF GOVERNMENT from the Subject Property, including the Project located thereon, exclusive of real estate taxes received to satisfy any debt service tax levy of general applicability to all property within any one or more of the respective UNITS OF GOVERNMENT, in any given year; and

4. Limited by excluding amounts levied by each of the UNITS OF GOVERNMENT for debt service, and limited in the Abatement Law, and any amendments thereto after the Effective Date.

Within sixty (60) days of the Commencement Date, each of the UNITS OF GOVERNMENT shall adopt the ordinance attached hereto as EXHIBIT D and made a part hereof ("Abatement Ordinance"), and send a certified copy of the Abatement Ordinance to the DuPage County Clerk ("Clerk"), with such changes to the Abatement Ordinance being made to tailor the Abatement Ordinance to the specific ordinance form requirements of each of the UNITS OF GOVERNMENT, and after updating the current P.I.N.s and legal description(s) for the Subject Property, including the Project located thereon, if any. The Parties acknowledge that under the Abatement Law, the Clerk administers the Tax Abatement. The Parties acknowledge that as of the Effective Date, the process for administering the Tax Abatement as is described in EXHIBIT E, attached hereto and made a part hereof, and that the process described in EXHIBIT E may change after the Effective Date. The Parties shall cooperate with one another, and the Clerk, in administering the Tax Abatement. Upon a reasonable request of the Clerk, or any other Party, the Parties shall timely respond to requests for information and documents related to the Tax Abatement, and the Parties shall take all reasonable steps in a timely manner needed to

administer the Tax Abatement consistent with the terms of this Agreement.

- B. During the term of this Agreement, if the DEVELOPER ceases operating the Project on the Subject Property, or if the DEVELOPER breaches any of its obligations in this Agreement, the DEVELOPER shall reimburse the UNITS OF GOVERNMENT the Tax Abatement as follows:

1. If within five (5) years from the Commencement Date, the DEVELOPER shall pay each of the UNITS OF GOVERNMENT its *pro rata* amount of Seventy Five Percent (75%) of the Tax Abatement realized by the DEVELOPER; or
2. If after five (5) years from the Commencement Date, the DEVELOPER shall pay the CITY Fifty Percent (50%) of the Building Permit Waiver Costs and the Natural Gas Utility Rebate, the DEVELOPER shall pay each of the UNITS OF GOVERNMENT its *pro rata* amount of Fifty Percent (50%) of the Tax Abatement realized by the DEVELOPER.

The DEVELOPER's reimbursement obligations herein shall survive, and be binding upon the DEVELOPER, regardless of the termination or expiration of this Agreement. The DEVELOPER shall reimburse the UNITS OF GOVERNMENT within thirty (30) days of a written demand from the UNITS OF GOVERNMENT for such reimbursement.

**4. REAL ESTATE TAX OBLIGATIONS OF THE DEVELOPER.**

- A. The DEVELOPER agrees to pay, or cause to be paid, all general and special real estate taxes levied against its respective interest in the Subject Property, including the Project located thereon, on or prior to the date same is due, and said real estate taxes shall not become delinquent. The DEVELOPER shall deliver evidence of payment of such real estate taxes to the UNITS OF GOVERNMENT upon request.
- B. The DEVELOPER agrees:
- (1) to not challenge, contest, seek, or allow a reduction in or assert tax-exempt status in relation to the real estate taxes assessed against the Subject Property, including the Project located thereon, below

the Anticipated Assessed Values, as shown on EXHIBIT C; and

- (2) to prohibit any third party obligated to pay the real estate taxes, in whole or in part, assessed against the Subject Property, including the Project located thereon, or any portion thereof, from challenging, contesting, seeking a reduction in or asserting tax-exempt status in relation to the real estate taxes assessed against the Subject Property, including the Project located thereon, below the Anticipated Assessed Values, as shown on EXHIBIT C.

- C. The remedy to each of the UNITS OF GOVERNMENT, in the event of a breach by DEVELOPER of its obligations in Subsection 4.B. above, shall be for the DEVELOPER to pay to each of the UNITS OF GOVERNMENT, on an annual basis, the difference between the actual real estate taxes payable with respect to the Subject Property, including the Project located thereon, and the amount of real estate taxes that would have been due and owing on the Anticipated Assessed Values for such year, after the Tax Abatement for such year (said deficiency shall herein be referred to as the "Tax Deficiency"), plus interest thereon at the prime rate charged by BMO Harris Bank (or its successor) plus Three Percent (3%) per annum for the period beginning on the date the real estate taxes are received by each of the UNITS OF GOVERNMENT for any given year and ending on the date the Tax Deficiency is paid to each of the UNITS OF GOVERNMENT, which shall be due within thirty (30) days of notice from any one (1) of the UNITS OF GOVERNMENT.

**5. GENERAL CONDITIONS/REQUIREMENTS.**

- A. This Agreement is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party.
- B. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which the UNITS OF GOVERNMENT may have under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*, with respect to any claim brought by a third party.
- C. The obligations of the DEVELOPER shall constitute covenants running with the land legally described in Exhibit A-1 and shall be binding on successors and assigns of the DEVELOPER and shall bind all owners of the Subject Property, including the Project located thereon, or any portion thereof.
- D. This Agreement shall be recorded on title to the Subject Property at the expense of the DEVELOPER upon taking effect.

- E. Upon a breach of this Agreement by DEVELOPER, any of the UNITS OF GOVERNMENT may repeal their respective Abatement Ordinance, and any Party, by an action or proceeding solely in equity brought in the 18th Judicial Circuit Court, in DuPage County, Illinois, may secure the specific performance of the covenants and agreements herein contained, for failure of performance.
- F. In the event of a default by any of the Parties, the defaulting Party, as adjudicated by a court of competent jurisdiction, shall pay to the non-defaulting Party / Parties, upon demand, all of the non-defaulting Party's / Parties' reasonable costs, charges and expenses, including, but not limited to, the costs of accountants, consultants, attorneys and others retained by the non-defaulting Party / Parties for the purpose of enforcing any of the obligations of the defaulting Party under this Agreement.
- G. The failure of any Party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, by any other Party, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- H. If the performance by any Party hereunder is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances shall only include acts of God, war, strikes or similar acts of *force majeure*), the time for such performance shall be extended by the amount of time of such delay.
- I. This Agreement shall remain in full force and effect for fifteen (15) years after the Commencement Date.
- J. In the event that any UNIT OF GOVERNMENT's authority under the Abatement Law to carry out its obligation in this Agreement is repealed, become null and void or otherwise become invalid, then the UNIT OF GOVERNMENT's obligations hereunder shall cease and no further obligations of any sort shall be required of the UNIT OF GOVERNMENT. The DEVELOPER shall have no recourse against the affected UNIT OF GOVERNMENT(s) in such event.
- K. No amendment to, or modification of, this Agreement shall be effective unless and until it is in writing and approved by the authorized representative of the DEVELOPER and by each of the UNITS OF LOCAL GOVERNMENT's corporate authorities, and executed and delivered by the authorized representatives of each Party.
- L. If, during the term of this Agreement, any lawsuits or other proceedings

are filed or initiated against any Party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of any Party to perform its obligations under, or otherwise to comply with, this Agreement (“Litigation”), the Party against which the Litigation is filed or initiated shall promptly deliver a copy of the complaint or charge related thereto to the other Parties and shall thereafter keep the other Parties fully informed concerning all aspects of the Litigation. Each Party shall, to the extent necessary, cooperate with the other Parties in this event. The Parties each agree to use their respective best efforts to defend the validity of this Agreement and the Abatement Ordinances adopted pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto.

- M. The DEVELOPER shall and hereby agrees to defend, hold harmless and indemnify the UNITS OF GOVERNMENT, and their respective elected officials, appointed officials, employees, agents and attorneys (collectively the “UNITS OF GOVERNMENT Affiliates”) from and against any and all claims, demands, suits, damages, liabilities, losses, expenses, and judgments which may arise relating to this Agreement. The obligation of the DEVELOPER in this regard shall include, but shall not be limited, to all costs and expenses, including reasonable attorneys' fees, incurred by the UNITS OF GOVERNMENT Affiliates in responding to, defending against, or settling any such claims, demands, suits, damages, liabilities, losses, expenses or judgments. The DEVELOPER covenants that it will reimburse the UNITS OF GOVERNMENT Affiliates, or pay over to the UNITS OF GOVERNMENT Affiliates, all sums of money the UNITS OF GOVERNMENT Affiliates pays, or becomes liable to pay, by reason of any of the foregoing; provided, however, that the DEVELOPER’s liability under this Section 5.M. shall be limited to the total amount of Tax Abatement that the DEVELOPER has been received pursuant to this Agreement as of the date of any such claim, demand, suit, damage, liability, loss, expense, or judgment. In any suit or proceeding brought hereunder, the UNITS OF GOVERNMENT Affiliates shall have the right to appoint counsel of their own choosing to represent it, the costs and expenses of which shall be paid by the DEVELOPER.

6. **NOTICES.** Notice or other writings which any Party is required to, or may wish to, serve upon any other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail,

return receipt requested, postage prepaid, addressed as follows:

A. If to the CITY:

City of West Chicago  
475 Main Street  
West Chicago, Illinois 60185  
Attention: Mayor

With copies to:

City of West Chicago  
475 Main Street  
West Chicago, Illinois 60185  
Attn: City Administrator

Bond, Dickson & Associates  
400 Knoll Street  
Wheaton, Illinois 60187  
Attn: Patrick Bond

B. If to the LIBRARY:

West Chicago Library District  
118 West Washington Street  
West Chicago, Illinois 60185  
Attention: President

With copies to:

West Chicago Library District  
118 West Washington Street  
West Chicago, Illinois 60185  
Attn: Executive Director

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

C. If to the ELEMENTARY SCHOOL DISTRICT:

West Chicago Elementary  
School District 33  
312 East Forest Avenue  
West Chicago, Illinois 60185  
Attention: President

With copies to:

West Chicago Elementary  
School District 33  
312 East Forest Avenue  
West Chicago, Illinois 60185  
Attention: Superintendent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

D. If to the HIGH SCHOOL DISTRICT:

Community High School  
District 94  
157 West Washington Street  
West Chicago, Illinois 60185  
Attention: President

With copies to:

Community High School  
District 94  
157 West Washington Street  
West Chicago, Illinois 60185  
Attention: Superintendent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

E. If to the DUPAGE AIRPORT AUTHORITY:

DuPage Airport Authority  
2700 International Drive, Suite 200

F. If to the DEVELOPER:

Discovery Drive Investors, LLC  
\_\_\_\_\_

West Chicago, Illinois 60185  
Attention: Chairman

\_\_\_\_\_  
Attention: \_\_\_\_\_

With copies to

With a copy to:

DuPage Airport Authority  
2700 International Drive, Suite 200  
West Chicago, Illinois 60185  
Attention: Executive Director

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Law Offices of Schirott, Luetkehans  
& Garner, LLC  
105 E. Irving Park Rd.  
Itasca, IL 60143  
Attention: Phillip A. Luetkehans

G. If to the FIRE PROTECTION DISTRICT:

West Chicago Fire Protection District  
200 Fremont Street  
West Chicago, Illinois 60185  
Attention: President

With copies to:

West Chicago Fire Protection District  
200 Fremont Street  
West Chicago, Illinois 60185  
Attention: Fire Chief

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

or to such other address, or additional individuals/entities, as any Party may from time to time designate in a written notice to the other Parties. Service by personal delivery shall be deemed given when delivery occurs, and service by certified or registered mail shall be deemed given three (3) days after depositing same in the mail.

7. **COUNTERPARTS.** This Agreement may be executed simultaneously in up to

seven (7) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

8. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.
9. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date the last of the Parties execute this Agreement as set forth below, which date shall be filled in on page 1 hereof.

**IN WITNESS WHEREOF**, the CITY, pursuant to authority granted by the adoption of a Motion/Resolution by its City Council, has caused this Agreement to be executed by its Mayor and attested by its Clerk; the AIRPORT, pursuant to authority granted by the adoption of a Motion/Resolution by its Board of Commissioners, has caused this Agreement to be signed by its Chairman and attested by its Secretary; the LIBRARY, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Trustees, has caused this Agreement to be signed by its President and attested by its Secretary; the FIRE PROTECTION DISTRICT, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Trustees, has caused this Agreement to be signed by its President and attested by its Secretary; the ELEMENTARY SCHOOL DISTRICT, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Education, has caused this Agreement to be

signed by its President and attested by its Secretary; the HIGH SCHOOL DISTRICT, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Education, has caused this Agreement to be signed by its President and attested by its Secretary; and DEVELOPER, pursuant to proper authority granted in accordance with its organizational documents, has caused this Agreement to be executed by its President and attested by its Secretary.

**CITY OF WEST CHICAGO**

**WEST CHICAGO PUBLIC LIBRARY DISTRICT**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:  
  
\_\_\_\_\_  
\_\_\_\_\_, City Clerk

ATTEST:  
  
\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**WEST CHICAGO ELEMENTARY SCHOOL DISTRICT 33**

**WEST CHICAGO COMMUNITY HIGH SCHOOL DISTRICT 94**

By: \_\_\_\_\_  
\_\_\_\_\_, President

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:  
  
\_\_\_\_\_  
\_\_\_\_\_, Secretary

ATTEST:  
  
\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**DUPAGE AIRPORT AUTHORITY**

**DISCOVERY DRIVE INVESTORS, LLC**

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

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

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Dated: \_\_\_\_\_

**WEST CHICAGO FIRE PROTECTION  
DISTRICT**

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the Mayor and City Clerk of the City of West Chicago, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively, appeared before me this day in person and severally acknowledged that, as such Mayor and City Clerk, they signed and delivered the signed instrument, pursuant to authority given by the City of West Chicago, as their free and voluntary act, and as the free and voluntary act and deed of said City of West Chicago, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the West Chicago Public Library District, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Public Library District, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Public Library District, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the West Chicago Fire Protection District, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Fire Protection District, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Fire Protection District, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the West Chicago Elementary School District 33, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Elementary School District 33, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Elementary School District 33, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the West Community High School District 94, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Community High School District 94, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Community High School District 94, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF DUPAGE     )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the Chairman and Secretary of the DuPage Airport Authority, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Chairman and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such Chairman and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the DuPage Airport Authority, as their free and voluntary act, and as the free and voluntary act and deed of said DuPage Airport Authority, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**EXHIBIT A-1**

**Legal Description of Subject Property**

(attached)

[LEGAL DESCRIPTION]

P.I.N.: \_\_\_\_\_

Common address: \_\_\_\_\_, West Chicago, Illinois

EXHIBIT A-2

**Depiction of Subject Property**

(attached)

**EXHIBIT B-1**

**Project Site Plan**

(attached)

**EXHIBIT B-2**

**Project Description**

(attached)

EXHIBIT C

**Anticipated Assessed Values**

<u>Year</u>	<u>Anticipated Assessed Values</u>
Year 1	\$531,890
Year 2	\$603,004
Year 3	\$614,556
Year 4	\$626,503
Year 5	\$629,748
Year 6	\$648,072
Year 7	\$660,853
Year 8	\$670,718
Year 9	\$859,745
Year 10	\$1,000,197
Year 11	\$1,030,203
Year 12	\$1,061,109
Year 13	\$1,092,942
Year 14	\$1,125,731
Year 15	\$1,159,503
	<u>\$12,314,774</u>

EXHIBIT D

**Abatement Ordinance**

(attached)

**ORDINANCE PROVIDING FOR REAL ESTATE TAX ABATEMENT**

**WHEREAS**, the Illinois Property Tax Code, 35 ILCS 200/18-165, authorizes any taxing district to abate its taxes in relation to a specific property; and

**WHEREAS**, in “An Intergovernmental Agreement Between the City of West Chicago, DuPage Airport Authority, West Chicago Library District, West Chicago Fire Protection District, West Chicago Elementary School District 33, Community High School District 94 and Discovery Drive Investors, LLC in Regard to a Property Tax Abatement Relative to the Development of the Discovery Drive Investors Property,” dated \_\_\_\_\_, 2018 (“IGA”), the [City Council / Board of Trustees / Board of Commissioners / Board of Education] of the [Unit of Government] previously determined it to be in its best interests to abate a portion of its taxes on the real estate legally described in **Exhibit 1**, attached hereto and made a part hereof (“Subject Property”), in order to encourage a commercial firm to redevelop the Subject Property; and

**WHEREAS**, the conditions of the IGA for the abatement of a portion of the taxes on the Subject Property have been met; and

**WHEREAS**, in the IGA, this [City Council / Board of Trustees / Board of Commissioners / Board of Education] previously determined such abatement of taxes to be in the best interests of its tax payers in order to encourage a commercial firm to redevelop the Subject Property, increase the tax base, and increase employment opportunities; and

**NOW, THEREFORE, BE IT ORDAINED** by the [Mayor / Chairman / President] and [City Council / Board of Trustees / Board of Commissioners / Board of Education] of the [Unit of Government], DuPage County, Illinois, as follows:

**Section 1.** This [City Council / Board of Trustees / Board of Commissioners / Board of Education] hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does now incorporate the same herein by reference.

**Section 2.** The County Clerk of DuPage County, Illinois is hereby ordered to abate the real estate taxes to be extended on the Subject Property, on behalf of the [Unit of Government] according to the rate set forth in Section 3 below, but excluding any levy or levies for debt service (“Abatement Rate”), commencing at the start of the next calendar year after the year in which this Ordinance is passed. However, in no event shall the aggregate abatement of real estate taxes levied against the Subject Property by the [Unit of Government], together with real estate taxes levied against the Subject Property and abated in previous and future years by all other taxing districts, exceed the total of Four Million and No/100 Dollars (\$4,000,000.00).

**Section 3.** The Abatement Rate shall be Fifty Percent (50%) of the real estate taxes to be extended on the Subject Property on behalf of the [Unit of Government].

**Section 4.** The [Mayor / Chairman / President] and [Clerk / Secretary] of this [Unit of Government] are hereby authorized and directed to execute this Ordinance and cause a certified copy of the same to be filed with the County Clerk of DuPage County, Illinois.

**Section 5.** This Ordinance shall be in full force and effect upon its adoption and publication.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the Corporate Authorities of the [Unit of Government] on a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by the [Mayor / Chairman / President] of the [Unit of Government] on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
[Mayor / Chairman / President]

ATTEST:

\_\_\_\_\_  
[Clerk / Secretary]

[Published in pamphlet form / Published in the \_\_\_\_\_ newspaper, being a newspaper of general circulation within the [Unit of Government] this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.]

EXHIBIT 1

**LEGAL DESCRIPTION OF THE SUBJECT PROPERTY**

(attached)

[LEGAL DESCRIPTION]

P.I.N.: \_\_\_\_\_

Common address: \_\_\_\_\_, West Chicago, Illinois

**EXHIBIT E**

**ABATEMENT PROCESS**

Capitalized terms in this EXHIBIT E shall have the meanings as set forth for said terms in the "Intergovernmental Agreement Between The City Of West Chicago, DuPage Airport Authority, West Chicago Library District, West Chicago Fire Protection District, West Chicago Elementary School District 33, Community High School District 94 And Discovery Drive Investors, LLC In Regard To A Property Tax Abatement Relative To The Development Of The Discovery Drive Investors Property" ("IGA"), unless otherwise defined in this EXHIBIT E.

As of the Effective Date of the IGA, the process for administering the Tax Abatement is:

1. Within sixty (60) days of the Commencement Date, each UNIT OF GOVERNMENT shall adopt an Abatement Ordinance, and send a certified copy of its Abatement Ordinance to the Clerk.
2. The Clerk shall, at the time the tentative tax rates are prepared for each year's property tax levy, send to the chief executive officer of each of the UNITS OF GOVERNMENT a letter setting forth, with respect to the Tax Abatement, the parcel(s) affected, the amount of property taxes to be levied, and the amount of the abatement attributable to each of the UNITS OF GOVERNMENT ("Abatement Letter").
3. Each of the UNITS OF GOVERNMENT shall, each year, review the Abatement Letter from the Clerk, note any changes in the information provided, and then sign and return the Abatement Letter to the Clerk, all within seven (7) days of receipt of the Abatement Letter.
4. The Clerk shall track and account for the total Tax Abatement paid to the DEVELOPER.
5. The Clerk shall calculate the property tax levy for each of the UNITS OF GOVERNMENT taking the Tax Abatement into account, as approved by each of the UNITS OF GOVERNMENT with regard to its annual Abatement Letter.
6. The Tax Abatement for the Subject Property abated in previous and future years by all other taxing districts, shall not exceed the total of Four Million and No/100 Dollars (\$4,000,000.00).

**BOARD OF EDUCATION MEETING  
COMMUNITY HIGH SCHOOL DISTRICT 94  
January 16, 2018 – 7:00 P.M.  
326 Joliet Street  
West Chicago, IL 60185**

**OPENING ACTIVITIES**

1. Call to Order at 7:03 p.m.
2. Gordon Cole led the Board and meeting attendees in the Pledge of Allegiance.
3. Ms. Yackey read the Mission Statement:  
“Community High School strives to promote and provide growth experiences in Learning, Leadership and Living.”
4. Roll Call – Present were: Mr. Saake, Mr. Campos, Ms. Doremus, Ms. Gillespie, Mr. Kotche, Mr. Nagel and Ms. Yackey
5. Absent – None
6. Also in attendance: Dr. Domeracki, Mr. Cole, Mr. Blatchley, Ms. Moore, Dr. Cheng and Ms. Glunt
7. Additions to the Agenda:  
None

**STUDENT RECOGNITION:**

1. December Student of the Month: Zurisadai Rodriguez

**GOOD NEWS OF THE DISTRICT:**

Wego Drama was recognized for being selected to perform at the Illinois High School Theater Festival.

**PUBLIC PARTICIPATION:**

The following community members and students addressed the board regarding ongoing teacher contract negotiations:

- Wayne Bradley
- Thomas Tipton
- Bob Brown
- Yesenia Munoz
- Angel Aranda
- Benjamin Hueber

**ADMINISTRATIVE REPORTS AND INFORMATION:**

1. **Superintendent’s Report:**

- Mike Sawicki gave an update on student activities. He stated this would be the last meeting he would attend

Dr. Domeracki reported the following:

- ACCESS testing will begin January 17, 2018.

- Seven students have signed up to take the APPL exam which is the assessment that is used to award the Seal of Biliteracy.
- Eighth Grade Open House will be held January 18.
- The deadline for the Wego Global trip is fast approaching. If a sponsor is not found soon, action will be taken at the February board meeting to cancel the trip.
- Two new tax items will be highlighted in our staff newsletter; a 1095 Proof of Insurance document will be required, and individual withholding will be different.
- The Kwasman Klassic is scheduled for January 27, 2018.
- Staff will visit all junior English courses on January 22 & 23 to discuss SAT preparation.
- There had been 4 FOIA requests.
- Dr. Domeracki proposed that each board committee review a section of the draft Press policy. Once the review is complete, the committee should forward their suggested changes/revisions to the Policy Committee for further review.

**2. Director of Building Operations Report:**

Mr. Cole reported that planning for the upcoming summer continues. He stated there would be a Facilities Committee meeting within the next 2 weeks.

**3. Director of Business Services Report:**

Mr. Blatchley reported the following:

- He has been monitoring the Governor's veto of Senate Bill 444 which is the evidence-based funding model.
- He would be attending a facilities seminar through IASBO on January 17th.
- A Finance Committee meeting will be scheduled for the first week of February.

**4. Director of Human Resources Report:**

Ms. Moore reported the following:

- The required ISBE survey for certified and non-certified salaries was completed
- The second Evaluation Planning Committee meeting will be held January 23.
- The Wellness Committee sent a survey to staff to assess the level of interest in having some wellness activities. Results will be returned later this week.

Ms. Doremus asked if there is a requirement to post all staff salaries. Ms. Moore responded that administrator & teacher salaries must be posted and that there is no requirement to post support staff salaries. Reports detailing salaries over \$75,000 and \$150,000 are required to be posted annually.

**5. Principal's Report:**

Dr. Cheng reported on the following:

- Student Attendance & Discipline reports were included in the packet.
- 150 students from District 94 and Districts 25, 33 & 34 participated in the first joint music festival January 11<sup>th</sup>.
- Marc Wolfe has visited middle schools to encourage eighth graders and provide information regarding manufacturing pathways.

**6. Committee Reports:**

There were no committee reports. Mr. Saake stated that, on behalf of the Finance Committee, a new report was created which shows expenditures from the referendum fund. The report will be included in the financial section of the board packet monthly.

**7. Future Dates:**

- a. Joint Boards of Education Meeting – Benjamin School District 25 – January 22, 2018 – 6:00 p.m.
- b. Regular Board of Education Meeting – February 20, 2018
- c. Regular Board of Education Meeting – March 20, 2018

**8. Open Comment by Board Members:**

There was no comment.

**9. Board Governance Discussion:**

Board members discussed “Next Steps” that were identified during the Board Self-Evaluation Retreat. It was noted that some of the items did not require action by the Board and could be implemented immediately, and that other items would be acted on at a later date. Dates were discussed for the Board Governance meeting. Board members agreed they were available June 11<sup>th</sup> and 25<sup>th</sup>.

**10. Future Issues:**

Report of Referendum Fund Expenditures: Topic Requested by Susan Gillespie  
Ms. Gillespie stated she was satisfied with the Referendum Revenue and Expenditure Report that was created.

**CONSENT AGENDA (Roll Call)**

Action items considered routine and/or which have been previously discussed by the Board will be enacted under one roll call motion unless removed for separate action upon Board request. They are enumerated under the heading “Recommended Action”.

**1. Items Removed from Consent Agenda for Separate Action:**

Approval of Minutes

**2. Consent Agenda Action for All Items Except those Listed in 1. Above.**

**MOTION:** That the Board approve all items on the Consent Agenda which have not been specifically removed for separate action as shown on line 1. immediately above.

**MOTION:** Mr. Kotche

**SECOND:** Mr. Campos

**VOTE:** Unanimous Approval on Roll Call Vote 7 - 0

**CONSENT AGENDA ITEMS - RECOMMENDED ACTION(S):**

**1. Approval of Financials**

- a. Approve Current Expenditures from December 15, 2017 to January 11, 2018
- b. Treasurer's Report
- c. Statement of Position/Financial Report
- d. Statement of Revenue/Expenditures YTD Ending December 31, 2017
- e. 3-Year Budget/Actual Report
- f. Grant Reports
- g. Petty Cash Fund Report
- h. Student Activity Account Fund Balance
- i. New Vendors Monthly Report
- j. Quarterly Financial Reports

**CONSENT AGENDA APPROVAL**

**ITEMS REMOVED FROM CONSENT AGENDA:**

**1. Approval of Minutes**

Regular Board of Education Meeting – December 19, 2017  
Closed Session Board of Education Meeting – At Table December 19, 2017

**MOTION:** Ms. Yackey

**SECOND:** Ms. Gillespie

**VOTE:** Ayes: Campos, Gillespie, Kotche, Nagel, Saake, Yackey  
Nays: None  
Abstain: Doremus  
Motion Passed: 6 – 0, 1 Abstain

**OLD BUSINESS:**

There was no old business.

**NEW BUSINESS:**

**1. Personnel Reports – (Roll Call)**

The personnel report consisted of:  
1 leave of absence requests

**MOTION:** That the Board of Education approve the Personnel and Supplemental Contract reports as presented in the packet.

**MOTION:** Mr. Campos

**SECOND:** Ms. Doremus

**VOTE:** Unanimous Approval on Roll Call Vote: 7 - 0

**2. Textbook Display for the 2018-2019 School Year – (Roll Call)**

Each year the Board receives a comprehensive report on textbooks needed for purchase for the coming school year. Attached is that proposal from Principal Cheng. It includes a listing of new textbooks and a rationale for each of the new textbooks. The proposed textbooks will be available at the meeting and must be placed on display for public viewing for 21 days before they can be formally adopted by the Board. This is in accordance with Policy ¶7202.

**MOTION:** That the Board of Education authorize the administration to advise the public via website that textbooks recommended for adoption will be on display for 21 days.

**MOTION:** Ms. Doremus

**SECOND:** Mr. Kotche

**VOTE:** Unanimous Approval on Roll Call Vote 7 - 0

**EXECUTIVE SESSION:**

The Board of Education moved to Executive Session at 8:02 p.m. for the purpose of discussing the appointment, employment, compensation, discipline, performance or dismissal of specific employees; and collective negotiating matters.

**MOTION:** Mr. Campos

**SECOND:** Ms. Yackey

**VOTE:** Unanimous Approval on Roll Call Vote 7 – 0

**RETURN TO OPEN SESSION:**

The Board of Education returned to Open Session at 10:01 p.m. There was no action after returning to open session.

**ADJOURNMENT**

**MOTION:** That the Board of Education meeting be adjourned at 10:21 p.m.

**MOTION:** Ms. Doremus

**SECOND:** Mr. Campos

**VOTE:** Unanimous Approval on Voice Vote 7 – 0

ATTEST:

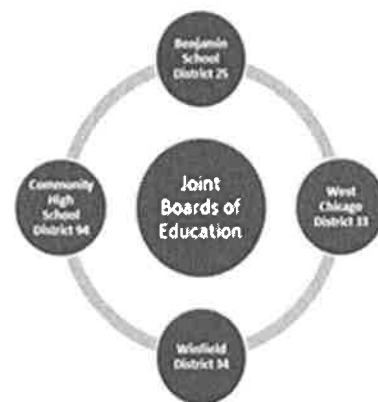
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Gary R. Saake, President

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Renee Yackey, Secretary

**Minutes of Joint Boards of Education Meeting of  
School Districts 25, 33, 34 and 94  
Monday, January 22, 2018**



**1. Call to order and Welcome**

The annual meeting of the joint boards of education of School Districts 25, 33, 34 and 94 was called to order at 6:05 p.m. at Benjamin Middle School District 25 located at 28W300 St. Charles Road, West Chicago, Illinois 60185. Benjamin Board President Jodi Krause welcomed those in attendance and acknowledged the students who performed in the band and choir. Those in attendance include: Benjamin School District 25 - Dr. Philip Ehrhardt, Jack Buscemi, Vince Engstrom, Jodi Krause, Dennis Peterson, and Lisa Willuweit; Winfield School District 34 - Dr. Matt Rich, Bob Brown, Elizabeth Lee, Brianne Willix, and Lynn Kammes; West Chicago District 33 - Dr. Charles Johns, Gil Wagner, Brenda Vishanoff, and Karina Villa; Community High School District 94 - Dr. Doug Domeracki, Gary Saake, Kathe Doremus, Renee Yackey, Rich Nagel, Ruben Campos, and Susan Gillespie.

**2. Performance by District 25 Band and Choir**

The middle school “Girls Rock Band” and the choir performed songs and an adaptation from Hamilton under the direction of Melissa LaMantia and Matthew Turek.

**3. Introductions of Board Members and Superintendents**

Dr. Ehrhardt praised the board members and superintendents for the high level of collaboration that has taken place. Each of those in attendance introduced themselves, including guest presenters SASED Executive Director Michael Volpe and Assistive Technology Coordinator Africa Anderson.

**4. Dinner**

Dr. Ehrhardt reviewed the agenda and invited the attendees to dinner.

**5. Review of Joint Districts Collaboration Efforts**

Dr. Domeracki highlighted the collaborative incentives and explained the E-Learning Trial Program that Districts 94 has participated along with two other school districts.

**6. Table Top Activity: Technology Integration**

SASED Executive Director Michael Volpe introduced the Assistive Technology Coordinator Africa Anderson. She explained how assistive technology benefits students as a learning tool. Africa spotlighted five tools and demonstrated one of the tools to show how it can help students.

Each of the groups discussed the process used in each districts to launch technology integration and how technology is being integrated into teaching and learning. A representative from each group reported on the outcome of the discussion. A summary of the discussion is being compiled and will be shared with each district.

## **7. Next Steps Activity**

Each group talked about how each district could apply or modify the information that had been shared. They also discussed how the districts could further collaboration to integrate technology. A representative from each group summarized the discussion points. A summary of the discussion is being compiled and will be shared with each district.

## **8. Next Meeting**

January 28, 2019, District 33 will host the next meeting. The original date of January 21 was moved to January 28 since January 21 is Dr. Martin Luther King Jr. Day.

## **9. Adjournment**

The meeting was adjourned at 8:30 p.m.

Respectfully submitted by:

Philip M. Ehrhardt Ed.D.  
Superintendent  
Benjamin School District 25

**SPECIAL BOARD OF EDUCATION MEETING  
COMMUNITY HIGH SCHOOL DISTRICT 94  
February 1, 2018 – 7:00 P.M.  
326 Joliet Street  
West Chicago, IL 60185**

**OPENING ACTIVITIES**

1. Call to Order at 7:00 p.m.
2. Gordon Cole led the Board and meeting attendees in the Pledge of Allegiance.
3. Ruben Campos read the Mission Statement:  
“Community High School strives to promote and provide growth experiences in Learning, Leadership and Living.”
4. Roll Call – Present were: Mr. Saake, Mr. Campos, Ms. Gillespie, Mr. Kotche, Mr. Nagel and Ms. Yackey
5. Absent – Ms. Doremus, Ms. Yackey
6. Also in attendance: Dr. Domeracki, Mr. Cole, Mr. Blatchley, Ms. Moore, Dr. Cheng and Ms. Glunt
7. Ms. Yackey joined the meeting at 7:03 p.m.

**PUBLIC PARTICIPATION:**

The following community members, teachers and students addressed the board regarding ongoing teacher contract negotiations:

- Tami Gimre
- Candace Fikis
- Paul McLeland
- Tom Tipton
- Roger Stieglitz
- Sarah Brockway
- Shaye McLernon
- Blanca Ruiz

**EXECUTIVE SESSION:**

The Board of Education moved to Executive Session at 7:38 p.m. for the purpose of discussing collective negotiating matters.

**MOTION:** Mr. Campos

**SECOND:** Mr. Kotche

**VOTE:** Unanimous Approval on Roll Call Vote 6 – 0

**RETURN TO OPEN SESSION:**

The Board of Education returned to Open Session at 10:39 p.m. There was no action after returning to open session.

**ADJOURNMENT**

**MOTION:**

That the Board of

Education meeting be adjourned at 10:39 p.m.

**MOTION:** Mr. Campos

**SECOND:** Mr. Kotche

**VOTE:** Unanimous Approval on Voice Vote 6 – 0

ATTEST:

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Gary R. Saake, President

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Renee Yackey, Secretary

**FACILITIES COMMITTEE MEETING  
COMMUNITY HIGH SCHOOL DISTRICT 94  
February 1, 2018 - 5:30 PM**

**WEST CHICAGO COMMUNITY HIGH SCHOOL  
326 JOLIET STREET - ROOM 122  
WEST CHICAGO, IL 60185**

**A G E N D A**

Committee Members:

Ruben Campos, Board Member

Rich Nagel, Board Member

Gary Saake, Board President

Gordon Cole, Director of Building Operations

Douglas Domeracki, Superintendent, Ex Officio

1. Roll Call
2. Public Comment
3. 2019-2020 Addition and Renovation Concept Plan Review
4. 2018 Construction Program Update
5. Construction Manager Contract
6. Adjournment

**Facility Committee Meeting  
February 1, 2018  
326 Joliet Street  
Room 122**

Minutes of the Facility Committee held on February 1, 2018 at 326 Joliet St., West Chicago, Illinois from 5:31 p.m. – 6:48 p.m.

Call to order: The meeting was called to order at 5:31 p.m.

1. Roll Call: Facility Committee Members Present: Gary Saake, Ruben Campos, Rich Nagel (joined the meeting at 5:40 p.m.), Gordon Cole, Douglas Domeracki, Ex Officio  
Others present: Dave Blatchley, Bill Templin (DLA), Peter Ponterelli (DLA) and Justin Rios (DLA)

2. Public Comment: There was no public comment.

3. 2019 – 2020 Addition and Renovation Concept Plan Review:

Dr. Domeracki and Bill Templin began with a review of the Concept planning process to date. The process began in June of 2017 with Division Heads presenting their needs and desires. This was followed by numerous meetings between architects and staff and additional follow-up sessions with Division Heads.

Justin Rios from DLA Architects, Ltd. then reviewed the current concept drawings which show the potential areas of the building where each department will be located. The review included: District Office space, Principal office area, SPED program areas and offices, Attendance Office, SRC, Health, Art, LRC, English, Music, Tech staff space, TSI, Drama, the front of the auditorium, Humanities, Foreign Language and ESL.

The cost implications of this plan was discussed. Cost estimating will begin as design details are developed and the Construction Manager is brought on board.

4. 2018 Construction Program Update:

A brief overview of the 2018 construction program was conducted by Gordon Cole. Some work will begin over Spring Break, primarily demolition of some of the air handlers in the Field House as, well as the Lincoln Hall ramp. Discussions are ongoing regarding additional work that may be started prior to the end of the school year.

5. Construction Manager Contract:

Mr. Cole updated the Committee on the Construction Manager contracts. There will be two standard form AIA contracts. There will also be two new AIA agreements with DLA. These are currently under review by the District's attorney.

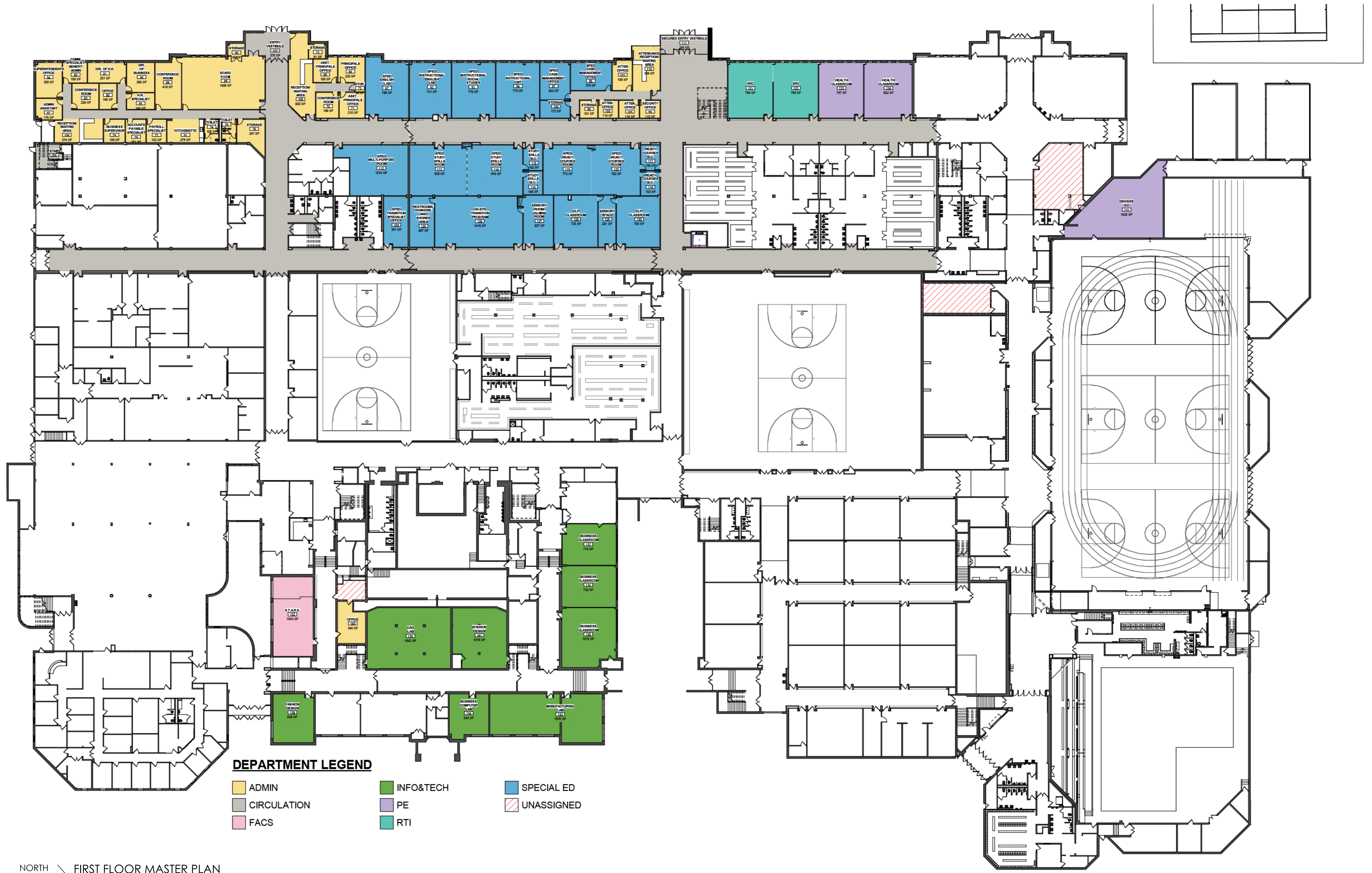
6. Adjournment:

Motion by Ruben Campos to adjourn seconded by Gary Saake. The meeting adjourned at 6:48 p.m.

# ADDITIONS AND REMODELING

D 94- WEST CHICAGO COMMUNITY HIGH SCHOOL  
01 FEBRUARY 2018





NORTH \ FIRST FLOOR MASTER PLAN

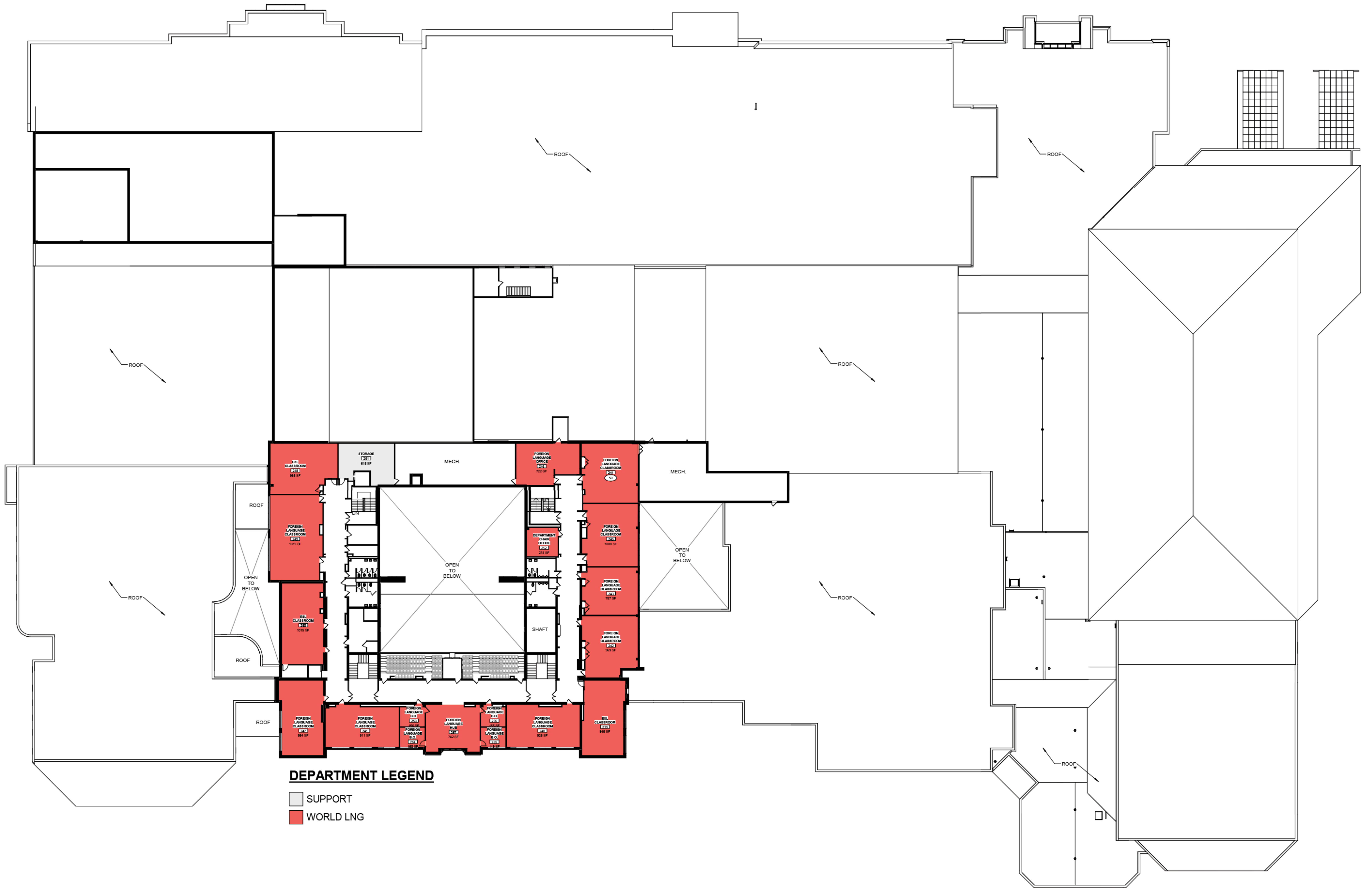
**ADDITIONS AND REMODELING**

D-94 WEST CHICAGO COMMUNITY HIGH SCHOOL  
01 FEBRUARY 2018



NORTH ↘ SECOND FLOOR MASTER PLAN





**DEPARTMENT LEGEND**

- SUPPORT
- WORLD LNG

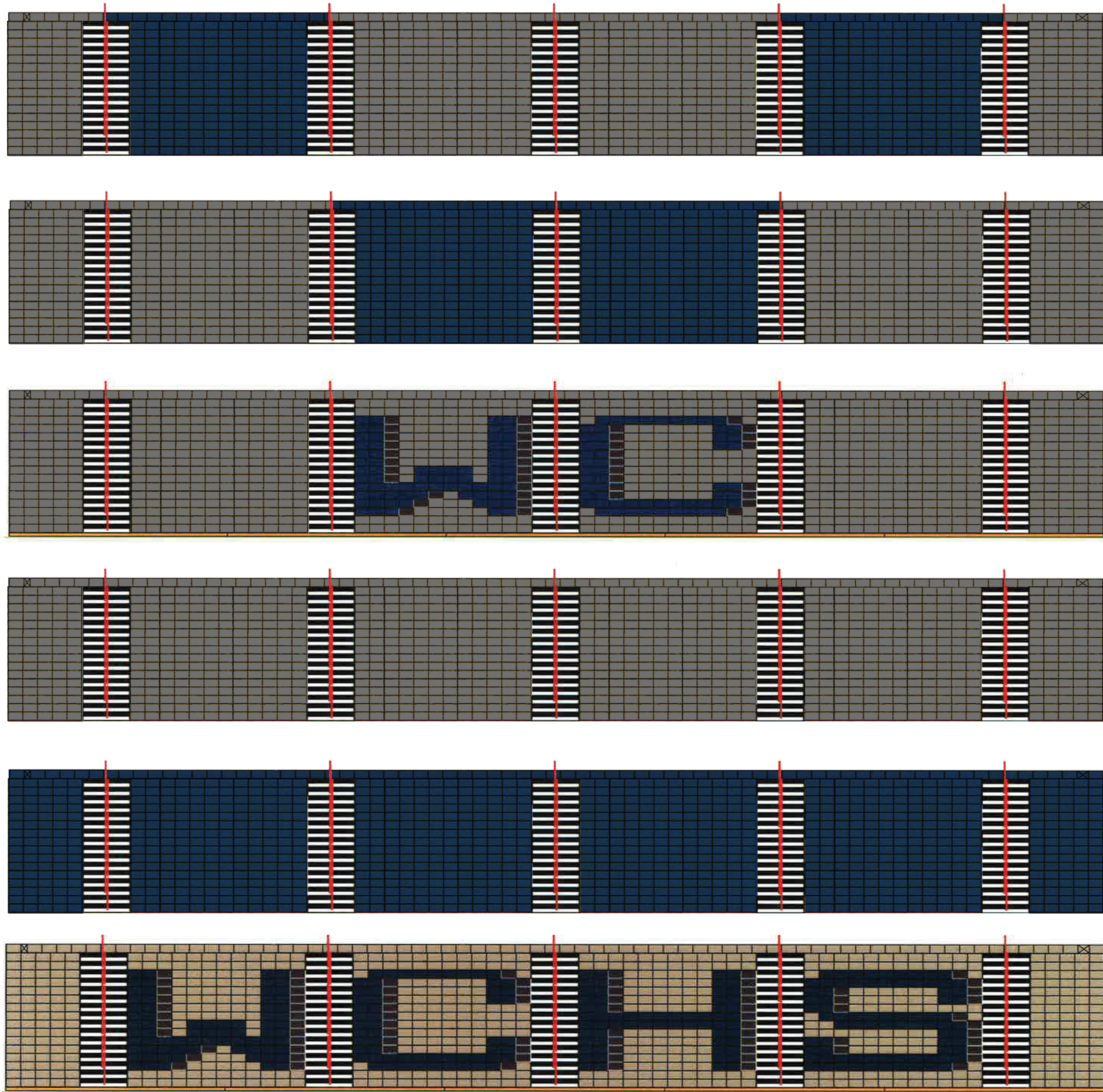
NORTH ↘ THIRD FLOOR MASTER PLAN

**ADDITIONS AND REMODELING**

D-94 WEST CHICAGO COMMUNITY HIGH SCHOOL  
01 FEBRUARY 2018

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BLEACHER OPTIONS



# **Community High School District 94**

**WEST CHICAGO COMMUNITY HIGH SCHOOL  
326 JOLIET STREET WEST CHICAGO, IL -  
COMMONS**

**Amended Finance Committee Meeting  
February 8, 2018  
6:00 PM**

## **Agenda**

### Committee Members:

Gary Saake, Board President

Kevin Kotche, Board Treasurer

Ruben Campos, Board Member

Dave Blatchley, Director of Business Services

Douglas Domeracki, Superintendent, Ex Officio

1. Roll Call
2. Public Comment
3. Review of IASB Draft Policies Related to the Operational Services Section
4. Recommendations From Committee for Revisions of IASB Policies in the Operational Services Section
5. Discussion of Efficiencies
6. Discussion of Long-Range Plans
7. Discussion of Tax Abatements
8. Adjournment

**Finance Committee Meeting  
February 8, 2018  
326 Joliet Street  
Commons**

Minutes of the Finance Committee meeting held on February 8, 2018 at West Chicago Community High School from 6:00 p.m. to 7:31 p.m.

Call to Order: The meeting was called to order at 6:00 p.m.

1. Roll Call: Finance Committee Members Present: Gary Saake, David Blatchley, Kevin Kotche, Ruben Campos, Douglas Domeracki, Ex Officio  
Other Board Members Present: Susan Gillespie  
Others present Diane Masschelin (Recording Secretary)
2. Public Comment: Beth Tipton urged the Committee to make teachers a financial priority. Samantha Tipton, a senior, addressed the Committee in support of the teachers.
3. Review of the IASB Draft Policies Related to the Operational Services Section:  
The policies were not reviewed at this time.
4. Recommendations from the Committee for Revisions of IASB Policies Related to the Operational Services Section:  
A draft copy of the IASB Policy relating to the Operational Services Section was distributed to the Committee. The new policy aligns the district with a policy process approved and vetted by 95% of the school districts in the state. The Committee reviewed the sections and made comments. The Committee felt that clarification and research was needed with regard to many of the new policies. The Committee wanted to compare the old policy to the new policy to ensure that the new policy covers the topics that are currently in place.  
The Committee mentioned that there would be no recommendations at this time. The Committee was asked to flag the pages and list the areas of concern, then re-evaluate by bringing it back to the Finance Committee with a final edited marked version.
5. Discussion of Efficiencies:  
A document from Joe Neilon was distributed to the Committee for consideration regarding Chromebooks. Dr. Domeracki stated the feeder schools were not interested in taking them. It was mentioned that if we were to provide them to the seniors, assuming they have had the Chromebooks for four years or paid for the replacement, that we sell the Chromebooks to them for a nominal fee of \$1, \$5 or \$10.  
Before any recommendations can be made, the Committee wants to understand what the form of release would look like and the process for all the cash handling. A document will need to be designed for the transfer of ownership. Mr. Blatchley stated that he would work with the Joe Neilon on the process.

Another efficiency topic pertained to Student Activities. Activities which have not been meeting were highlighted. The Committee would like an annual process put in place for activities that have not been meeting. A new list should be developed to include those activities that had students associated with the activity, along with listing the last meeting date for each activity. The Committee also requested that a mechanism be put in place for redistributing remaining funds from defunct clubs to active clubs. Dave Blatchley stated he would work on the requests with the Marc Wolfe.

6. Discussion of Long Range Plans:

A packet from Forecast5 for the Long Range Plan was distributed that listed various funds (capital excluded) from FY 2013 to FY 2023 projecting year-end balances. PMA has a tool called 5Cast. Information is entered for various assumptions and it maps out several different scenarios, which is key for determining the likely impact on the long-range fiscal health of the district.

It was mentioned that, after contracts are signed with the Teachers' Association and the Support Staff, the updated assumptions will be reviewed in detail at a separate Finance Committee Meeting. Mr. Blatchley will keep the Committee updated.

7. Discussion of Tax Abatements:

A packet distributed to the Committee included two renditions of a Tax Abatement Program Proposal in the form of templates. Districts 33 and 94 worked together to develop a template and want to bring the proposal template to the City of West Chicago to define thresholds and boundaries for the kinds of tax abatements that the districts desire. The Committee members were invited to review the proposal templates prior to moving forward with the city. Dr. Domeracki would like to bring the template to the Board for consideration of further abatement programs. The Committee requested the templates be sent electronically so that comments can be made.

Among the other handouts for Discussions of Tax Abatement were two Intergovernmental Agreements. The Committee discussed the agreements and asked for more information regarding the economic impacts to the district's finances before this could be brought to the Board. Dr. Domeracki will get clarification from the city and will send electronically to the Committee. Dr. Domeracki stated he would like to have this put on the Board Agenda for action at the February 20, 2018.

Mr. Saake moved to adjourn, Mr. Kotche seconded the motion. The meeting was adjourned by unanimous voice vote at 7:31 p.m.

**COMMUNITY HIGH SCHOOL DISTRICT 94  
BOARD OF EDUCATION POLICY MANUAL  
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*Because certain policy numbers are used for IASB sample policies, districts should use numbers ending in 2, 4, 6, or 8 for locally developed policies on topics not covered by IASB sample policies.*

## Operational Services

### Fiscal and Business Management

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

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

### Budget Planning

The District's fiscal year is from July 1 until June 30. The Superintendent shall present to the Board, September, a tentative budget with appropriate explanation. This budget shall represent the culmination of an ongoing process of planning for the fiscal support needed for the District's educational program. The District's budget shall be entered upon the Illinois State Board of Education's "School District Budget Form." To the extent possible, the tentative budget shall be balanced as defined by the State Board of Education guidelines. The Superintendent shall complete a tentative deficit reduction plan if one is required by the State Board of Education guidelines.

### Preliminary Adoption Procedures

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

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

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

At the public hearing, the proposed budget shall be reviewed, and the public shall be invited to comment, question, or advise the Board.

### Final Adoption Procedures

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

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

The Superintendent or designee shall perform each of the following:

1. Post the District's final annual budget, itemized by receipts and expenditures, on the District's Internet website; notify parents/guardians that it is posted and provide the website's address.

2. File a certified copy of the budget resolution and an estimate of revenues by source anticipated to be received in the following fiscal year, certified by the District's Chief Fiscal Officer, with the County Clerk within 30 days of the budget's adoption.
3. Make all preparations necessary for the Board to timely file its Certificate of Tax Levy, including preparations to comply with the Truth in Taxation Act; file the Certificate of Tax Levy with the County Clerk on or before the last Tuesday in December. The Certificate lists the amount of property tax money to be provided for the various funds in the budget.
4. Submit the annual budget, a deficit reduction plan if one is required by State Board of Education guidelines, and other financial information to the State Board of Education according to its requirements.

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

#### Budget Amendments

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

#### Implementation

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

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

LEGAL REF.: 35 ILCS 200/18-55 et seq.  
105 ILCS 5/10-17, 5/10-22.33, 5/17-1, 5/17-1.2, 5/17-2A, 5/17-3.2, 5/17-11, 5/20-5, 5/20-8, and 5/20-10.  
23 Ill.Admin.Code Part 100.

CROSS REF.: 4:40 (Incurring Debt), 6:235 (Access to Electronic Networks)

ADOPTED:

## Operational Services

### Identity Protection

The collection, storage, use, and disclosure of social security numbers by the School District shall be consistent with State and federal laws. The goals for managing the District's collection, storage, use, and disclosure of social security numbers are to:

1. Limit all activities involving social security numbers to those circumstances that are authorized by State or federal law.
2. Protect each social security number collected or maintained by the District from unauthorized disclosure.

The Superintendent is responsible for ensuring that the District complies with the Identity Protection Act, 5 ILCS 179/. Compliance measures shall include each of the following:

1. All employees having access to social security numbers in the course of performing their duties shall be trained to protect the confidentiality of social security numbers. Training should include instructions on the proper handling of information containing social security numbers from the time of collection through the destruction of the information.
2. Only employees who are required to use or handle information or documents that contain social security numbers shall have access to such information or documents.
3. Social security numbers requested from an individual shall be provided in a manner that makes the social security number easily redacted if the record is required to be released as part of a public records request.
4. When collecting a social security number or upon request by an individual, a statement of the purpose(s) for which the District is collecting and using the social security number shall be provided. The stated reason for collection of the social security number must be relevant to the documented purpose.
5. All employees must be advised of this policy's existence, and a copy of the policy must be made available to each employee. The policy must also be made available to any member of the public, upon request.
6. If this policy is amended, employees will be advised of the existence of the amended policy and a copy of the amended policy will be made available to each employee.

No District employee shall collect, store, use, or disclose an individual's social security number unless specifically authorized by the Superintendent. This policy shall not be interpreted as a guarantee of the confidentiality of social security numbers and/or other personal information. The District will use best efforts to comply with this policy, but this policy should not be construed to convey any rights to protection of information not otherwise afforded by law.

LEGAL REF.: 5 ILCS 179/, Identity Protection Act.  
50 ILCS 205/3, Local Records Act.  
105 ILCS 10/, Illinois School Student Records Act.

CROSS REF: 2:250 (Access to District Public Records), 5:150 (Personnel Records), 7:340  
(Student Records)

ADOPTED:

DRAFT

**Operational Services**

**Fund Balances**

The Superintendent or designee shall maintain fund balances adequate to ensure the District's ability to maintain levels of service and pay its obligations in a prompt manner in spite of unforeseen events or unexpected expenses. The Superintendent or designee shall inform the Board whenever it should discuss drawing upon its reserves or borrowing money.

CROSS REF.: 4:10 (Fiscal and Business Management), 4:80 (Accounting and Audits)

ADOPTED:

DRAFT

## Operational Services

### Revenue and Investments

#### Revenue

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

#### Investments

The Superintendent shall either appoint a Chief Investment Officer or serve as one. The Chief Investment Officer shall invest money that is not required for current operations, in accordance with this policy and State law.

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

#### Investment Objectives

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

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

#### Authorized Investments

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

Except as provided herein, investments may be made only in banks, savings banks, savings and loan associations, or credit unions that are insured by the Federal Deposit Insurance Corporation or other approved share insurer.

#### Selection of Depositories, Investment Managers, Dealers, and Brokers

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

In order to be an authorized depository, each institution must submit copies of the last 2 sworn statements of resources and liabilities or reports of examination that the institution is required to furnish to the appropriate State or federal agency. Each institution designated as a depository shall, while acting as such depository, furnish the District with a copy of all statements of resources and liabilities or all reports of examination that it is required to furnish to the appropriate State or federal agency.

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

The District may consider a financial institution's record and current level of financial commitment to its local community when deciding whether to deposit funds in that financial institution. The District may consider factors including:

1. For financial institutions subject to the federal Community Reinvestment Act of 1977, the current and historical ratings that the financial institution has received, to the extent that those ratings are publicly available, under the federal Community Reinvestment Act of 1977;
2. Any changes in ownership, management, policies, or practices of the financial institution that may affect the level of the financial institution's commitment to its community;
3. The financial impact that the withdrawal or denial of District deposits might have on the financial institution;
4. The financial impact to the District as a result of withdrawing public funds or refusing to deposit additional public funds in the financial institution; and
5. Any additional burden on the District's resources that might result from ceasing to maintain deposits of public funds at the financial institution under consideration.

#### Collateral Requirements

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

#### Safekeeping and Custody Arrangements

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

#### Controls and Report

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

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

information. The investment portfolio's performance shall be measured by appropriate and creditable industry standards for the investment type.

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

Ethics and Conflicts of Interest

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

1. Have any interest, directly or indirectly, in any investments in which the District is authorized to invest,
2. Have any interest, directly or indirectly, in the sellers, sponsors, or managers of those investments, or
3. Receive, in any manner, compensation of any kind from any investments in that the agency is authorized to invest.

LEGAL REF.: 30 ILCS 235/  
105 ILCS 5/8-7, 5/10-22.44, 5/17-1, and 5/17-11.

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

ADOPTED:

## Operational Services

### Incurring Debt

The Superintendent shall provide early notice to the Board of Education of the District's need to borrow money. The Superintendent or designee shall prepare all documents and notices necessary for the Board, at its discretion, to: (1) issue State Aid Anticipation Certificates, tax anticipation warrants, working cash fund bonds, bonds, notes, and other evidence of indebtedness, or (2) establish a line of credit with a bank or other financial institution. The Superintendent shall notify the State Board of Education before the District issues any form of long-term or short-term debt that will result in outstanding debt that exceeds 75% of the debt limit specified in State law.

LEGAL REF.: 30 ILCS 305/2 and 352/1 et seq.  
50 ILCS 420/  
105 ILCS 5/17-16, 5/17-17, 5/18-18, and 5/19-1 et seq.

CROSS REF.: 4:10 (Fiscal and Business Management)

ADOPTED:

## Operational Services

### Insufficient Fund Checks and Debt Recovery

#### Insufficient Fund Checks

The Superintendent or designee is responsible for collecting up to the maximum fee authorized by State law for returned checks written to the District that are not honored upon presentation to the respective bank or other depository institution for any reason. The Superintendent is authorized to contact the Board Attorney whenever necessary to collect the returned check amount, fee, collection costs and expenses, and interest.

#### Delinquent Debt Recovery

The Superintendent is authorized to seek collection of delinquent debt owed the District to the fullest extent of the law.

A Local Debt Recovery Program may be available through the Illinois Office of the Comptroller (IOC) in the future. To participate in it, an intergovernmental agreement (IGA) between the District and the IOC must be in existence. The IGA establishes the terms under which the District may refer a delinquent debt to the IOC for an offset (deduction). The IOC may execute an offset, in the amount of the delinquent debt owed to the District, from a future payment that the State makes to an individual or entity responsible for paying the delinquent debt.

The Superintendent or designee shall execute the requirements of the IGA. While executing the requirements of the IGA, the Superintendent or designee is responsible, without limitation, for each of the following:

1. Providing a District-wide, uniform, method of notice and due process to the individual or entity against whom a claim for delinquent debt payment (*claim*) is made. Written notice and an opportunity to be heard must be given to the individual or entity responsible for paying a delinquent debt before the claim is certified to the IOC for offset. The notice must state the claim's amount, the reason for the amount due, the claim's date or time period, and a description of the process to challenge the claim. An individual or entity challenging a claim shall be provided an informal proceeding to refute the claim's existence, amount, or current collectability; the decision following this proceeding shall be reviewable. If a waiver of student fees is requested as a challenge to paying the claim, and the waiver of student fees is denied, an appeal of the denial of a fee waiver request shall be handled according to 4:140, *Waiver of Student Fees*. If no waiver of student fees is requested, reviews regarding payment of the claim shall be handled according to this policy before certification to the IOC for offset.
2. Certifying to the IOC that the debt is past due and legally enforceable, and notifying the IOC of any change in the status of an offset claim for delinquent debt.
3. Responding to requests for information from the IOC to facilitate the prompt resolution of any administrative review requests received by the IOC.

LEGAL REF.: 15 ILCS 405/10.05 and 10.05d.  
810 ILCS 5/3-806.

ADOPTED:

## Operational Services

### Payment Procedures

The Treasurer shall prepare a list of all due and payable bills, indicating vendor name and amount, and shall present it to the Board of Education in advance of the Board's first regular monthly meeting or, if necessary, a special meeting. These bills are reviewed by the Board, after which they may be approved for payment by Board order. Approval of all bills shall be given by a roll call vote and the votes shall be recorded in the minutes. The Treasurer shall pay the bills after receiving a Board order or pertinent portions of the Board minutes, even if the minutes are unapproved, provided the order or minutes are signed by the Board President and Secretary, or a majority of the Board.

The Treasurer is authorized, without further Board approval, to pay Social Security taxes, wages, pension contributions, utility bills, and other recurring bills. These disbursements shall be included in the listing of bills presented to the Board.

The Board authorizes the Superintendent or designee to establish revolving funds and a petty cash fund system for school cafeterias, lunchrooms, athletics, or similar purposes, provided such funds are maintained in accordance with Board policy 4:80, *Accounting and Audits*, and remain in the custody of an employee who is properly bonded according to State law.

LEGAL REF.: 105 ILCS 5/8-16, 5/10-7, and 5/10-20.19.  
23 Ill.Admin.Code §100.70,

CROSS REF.: 4:55 (Use of Credit and Procurement Cards), 4:60 (Purchases and Contracts),  
4:80 (Accounting and Audits)

ADOPTED:

## **Operational Services**

### **Use of Credit and Procurement Cards**

The Superintendent and employees designated by the Superintendent are authorized to use District credit and procurement cards to simplify the acquisition, receipt, and payment of purchases and travel expenses incurred on the District's behalf. Credit and procurement cards shall only be used for those expenses that are for the District's benefit and serve a valid and proper public purpose; they shall not be used for personal purchases. Cardholders are responsible for exercising due care and judgment and for acting in the District's best interests.

The Superintendent or designee shall manage the use of District credit and procurement cards by employees. It is the Board's responsibility, through the audit and approval process, to determine whether District credit and procurement card use by the Superintendent is appropriate.

In addition to the other limitations contained in this and other Board policies, District credit and procurement cards are governed by the following restrictions:

1. Credit and/or procurement cards may only be used to pay certain job-related expenses or to make purchases on behalf of the Board or District or any student activity fund, or for purposes that would otherwise be addressed through a conventional revolving fund.
2. The Superintendent or designee shall instruct the issuing bank to block the cards' use at unapproved merchants.
3. Each cardholder, other than the Superintendent, may charge no more than \$500 in a single purchase and no more than \$1000 within a given month without prior authorization from the Superintendent.
4. The Superintendent or designee must approve the use of a District credit or procurement card whenever such use is by telephone, fax, and the Internet. Permission shall be withheld when the use violates any Board policy, is from a vendor whose reputation has not been verified, or would be more expensive than if another available payment method were used.
5. The consequences for unauthorized purchases include, but are not limited to, reimbursing the District for the purchase amount, loss of cardholding privileges, and, if made by an employee, discipline up to and including discharge.
6. All cardholders must sign a statement affirming that they are familiar with this policy.
7. The Superintendent shall implement a process whereby all purchases using a District credit or procurement card are reviewed and approved by someone other than the cardholder or someone under the cardholder's supervision.
8. Cardholders must submit the original, itemized receipt to document all purchases.
9. No individual may use a District credit or procurement card to make purchases in a manner contrary to State law, including, but not limited to, the bidding and other purchasing requirements in 105 ILCS 5/10-20.21, or any Board policy.
10. The Superintendent or designee shall account for any financial or material reward or rebate offered by the company or institution issuing the District credit or procurement card and shall ensure that it is used for the District's benefit.

LEGAL REF.: 105 ILCS 5/10-20.21.  
23 Ill.Admin.Code §100.70(d).

CROSS REF.: 4:50 (Payment Procedures), 4:60 (Purchases and Contracts), 4:80 (Accounting and Audits), 4:90 (Activity Funds), 5:60 (Expenses)

ADOPTED:

DRAFT

## Operational Services

### Purchases and Contracts

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

#### Standards for Purchasing and Contracting

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

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

Adoption of the annual budget authorizes the Superintendent or designee to purchase budgeted supplies, equipment, and services, provided that State law is followed. Purchases of items outside budget parameters require prior Board approval, except in an emergency.

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

1. Supplies, materials, or work involving an expenditure in excess of \$25,000 must comply with the State law bidding procedure, 105 ILCS 5/10-20.21, unless specifically exempted.
2. Construction, lease, or purchase of school buildings must comply with State law and Board policy 4:150, *Facility Management and Building Programs*.
3. Guaranteed energy savings must comply with 105 ILCS 5/19b-1 *et seq.*
4. Third party non-instructional services must comply with 105 ILCS 5/10-22.34c.
5. Goods and services that are intended to generate revenue and other remunerations for the District in excess of \$1,000, including without limitation vending machine contracts, sports and other attire, class rings, and photographic services, must comply with 105 ILCS 5/10-20.21. The Superintendent or designee shall keep a record of: (1) each vendor, product, or service provided, (2) the actual net revenue and non-monetary remuneration from each contract or agreement, and (3) how the revenue was used and to whom the non-monetary remuneration was distributed. The Superintendent or designee shall report this information to the Board by completing the necessary forms that must be attached to the District's annual budget.
6. Any contract to purchase food with a bidder or offeror must comply with 105 ILCS 5/10-20.21(b-10).
7. The purchase of paper and paper products must comply with 105 ILCS 5/10-20.19c and Board policy 4:70, *Resource Conservation*.
8. Each contractor with the District is bound by each of the following:
  - a. In accordance with 105 ILCS 5/10-21.9(f): (1) prohibit any of its employees who is or was found guilty of a criminal offense listed in 105 ILCS 5/10-21.9(c) and 5/21B-80(c) to have direct, daily contact at a District school or school-related activity with one or more student(s); (2) prohibits any of the contractor's employees from having direct, daily contact with one or more students if the employee was found guilty of any offense in 5/21B-80(b) (certain drug offenses) until seven years following the end of the employee's sentence for the criminal offense; and (3) require each of its employees who will have

direct, daily contact with student(s) to cooperate during the District's fingerprint-based criminal history records check on him or her.

- b. In accordance with 105 ILCS 5/24-5: (1) concerning each employee who begins providing services in the District after June 16, 2014, provide the District with evidence of physical fitness to perform the duties assigned and freedom from communicable disease if the employee will have direct, daily contact with one or more student(s); and (2) require any new or existing employee who has and will have direct, daily contact with one or more student(s) to complete additional health examinations as required by the District and be subject to additional health examinations, including tuberculosis screening, as required by the Illinois Department of Public Health rules or order of a local health official.

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

LEGAL REF.: 105 ILCS 5/10-20.19c, 5/10-20.21, 5/10-21.9, 5/10-22.34c, 5/19b-1 et seq., and 5/24-5.  
820 ILCS 130/.

CROSS REF.: 2:100 (Board Member Conflict of Interest), 4:70 (Resource Conservation), 4:150 (Facility Management and Building Programs), 4:175 (Convicted Child Sex Offender; Screening; Notifications)

ADOPTED:

## Operational Services

### Resource Conservation

The Superintendent or designee shall manage a program of energy and resource conservation for the District that includes:

1. Periodic review of procurement procedures and specifications to ensure that purchased products and supplies are reusable, durable, or made from recycled materials, if economically and practically feasible.
2. Purchasing recycled paper and paper products in amounts that will, at a minimum, meet the specifications in the School Code, if economically and practically feasible.
3. Periodic review of procedures on the reduction of solid waste generated by academic, administrative, and other institutional functions. These procedures shall: (a) require recycling the District's waste stream, including landscape waste, computer paper, and white office paper, if economically and practically feasible; (b) include investigation of the feasibility of potential markets for other recyclable materials that are present in the District's waste stream; and (c) be designed to achieve, before July 1, 2020, at least a 50% reduction in the amount of solid waste that is generated by the District.
4. Adherence to energy conservation measures.

LEGAL REF.: 105 ILCS 5/10-20.19c.

CROSS REF.: 4:60 (Purchases and Contracts), 4:150 (Facility Management and Building Programs)

ADOPTED:

## Operational Services

### Accounting and Audits

The School District's accounting and audit services shall comply with the *Requirements for Accounting, Budgeting, Financial Reporting, and Auditing*, as adopted by the Illinois State Board of Education, State and federal laws and regulations, and generally accepted accounting principles. Determination of liabilities and assets, prioritization of expenditures of governmental funds, and provisions for accounting disclosures shall be made in accordance with government accounting standards as directed by the auditor designated by the Board. The Superintendent, in addition to other assigned financial responsibilities, shall report monthly on the District's financial performance, both income and expense, in relation to the financial plan represented in the budget.

### Annual Audit

At the close of each fiscal year, the Superintendent shall arrange an audit of the District funds, accounts, statements, and other financial matters. The audit shall be performed by an independent certified public accountant designated by the Board and be conducted in conformance with prescribed standards and legal requirements. A complete and detailed written audit report shall be provided to each Board member and to the Superintendent. The Superintendent shall annually, on or before October 15, submit an original and one copy of the audit to the Regional Superintendent of Schools.

### Annual Financial Report

The Superintendent or designee shall annually prepare and submit the Annual Financial Report on a timely basis using the form adopted by the Illinois State Board of Education. The Superintendent shall review and discuss the Annual Financial Report with the Board before it is submitted.

### Inventories

The Superintendent or designee is responsible for establishing and maintaining accurate inventory records. The inventory record of supplies and equipment shall include a description of each item, quantity, location, purchase date, and cost or estimated replacement cost.

### Disposition of District Property

The Superintendent or designee shall notify the Board, as necessary, of the following so that the Board may consider its disposition: (1) District personal property (property other than buildings and land) that is no longer needed for school purposes, and (2) school site, building, or other real estate that is unnecessary, unsuitable, or inconvenient. Notwithstanding the above, the Superintendent or designee may unilaterally dispose of personal property of a diminutive value.

### Taxable Fringe Benefits

The Superintendent or designee shall: (1) require that all use of District property or equipment by employees is for the District's convenience and best interests unless it is a Board-approved fringe benefit, and (2) ensure compliance with the Internal Revenue Service regulations regarding when to report an employee's personal use of District property or equipment as taxable compensation.

### Controls for Revolving Funds and Petty Cash

Revolving funds and the petty cash system are established in Board policy 4:50, *Payment Procedures*. The Superintendent shall: (1) designate a custodian for each revolving fund and petty cash fund, (2) obtain a bond for each fund custodian, and (3) maintain the funds in compliance with this policy,

State law, and Illinois State Board of Education rules. A check for the petty cash fund may be drawn payable to the designated petty cash custodian. Each revolving fund shall be maintained in a bank that has been approved by the Board and established in an amount approved by the Superintendent consistent with the annual budget. All expenditures from these bank accounts must be directly related to the purpose for which the account was established and supported with documentation, including signed invoices or receipts. All deposits into these bank accounts must be accompanied with a clear description of their intended purpose. The Superintendent or designee shall include checks written to reimburse revolving funds on the Board's monthly listing of bills indicating the recipient and including an explanation.

#### Control Requirements for Checks

The Board must approve all bank accounts opened or established in the District's or a District school's name or with the District's Federal Employer Identification Number. All checks issued by the School District must be signed by either the Treasurer or Building Principal, except that checks from an account containing student activity funds and revolving accounts may be signed by the respective account custodian.

#### Internal Controls

The Superintendent is primarily responsible for establishing and implementing a system of internal controls for safeguarding the District's financial condition; the Board, however, will oversee these safeguards. The control objectives are to ensure efficient business and financial practices, reliable financial reporting, and compliance with State law and Board policies, and to prevent losses from fraud, employee error, misrepresentation by third parties, or imprudent employee action.

The Superintendent or designee shall annually audit the District's financial and business operations for compliance with established internal controls and provide the results to the Board. The Board may from time-to-time engage a third-party to audit internal controls in addition to the annual audit.

LEGAL REF.: 105 ILCS 5/2-3.27, 5/2-3.28, 5/3-7, 5/3-15.1, 5/5-22, 5/10-21.4, 5/10-20.19, 5/10-22.8, and 5/17-1 *et seq.*  
23 Ill.Admin.Code Part 100.

CROSS REF.: 4:10 (Fiscal and Business Management), 4:50 (Payment Procedures), 4:55 (Use of Credit and Procurement Cards), 4:90 (Activity Funds)

ADOPTED:

## Operational Services

### Activity Funds

The Board of Education, upon the Superintendent or designee's recommendation, establishes student activity funds to be managed by student organizations under the guidance and direction of a staff member for educational, recreational, or cultural purposes.

The Superintendent or designee shall be responsible for supervising student activity funds in accordance with Board policy, 4:80, *Accounting and Audits*; State law; and the Illinois State Board of Education rules for student activity funds. The Board will appoint a treasurer for each fund to serve as the fund's sole custodian and be bonded in accordance with the School Code. The treasurer shall have all of the authority and responsibilities specific to the treasurer listed in the Illinois State Board of Education rules for school activity funds, except that the treasurer is not authorized to make loans between activity funds.

Unless otherwise instructed by the Board, a student activity fund's balance will carry over to the next fiscal year. An account containing student activity funds that is inactive for 12 consecutive months shall be closed and its funds transferred to another student activity fund or authorized fund with a similar purpose.

LEGAL REF.: 105 ILCS 5/8-2 and 5/10-20.19.  
23 Ill.Admin.Code §§100.20 and 100.80.

CROSS REF.: 4:80 (*Accounting and Audits*), 7:325 (*Student Fundraising Activities*)

ADOPTED:

## Operational Services

### Insurance Management

The Superintendent shall recommend and maintain all insurance programs that provide the broadest and most complete coverage available at the most economical cost, consistent with sound insurance principles.

The insurance program shall include each of the following:

1. Liability coverage to insure against any loss or liability of the School District and the listed individuals against civil rights damage claims and suits, constitutional rights damage claims and suits, and death and bodily injury and property damage claims and suits, including defense costs, when damages are sought for negligent or wrongful acts allegedly committed in the scope of employment or under the Board's direction or related to any mentoring services provided to the District's certified staff members; Board of Education members; employees; volunteer personnel authorized by 105 ILCS 5/10-22.34, 5/10-22.34a, and 5/10-22.34b; mentors of certified staff members authorized in 105 ILCS 5/21A-5 et seq. (new teacher), 105 ILCS 5/2-3.53a (new principal), and 2-3.53b (new superintendents); and student teachers.
2. Catastrophic accident insurance at the mandated benefit level for student athletes in grades 9 through 12 who sustain an accidental injury while participating in school-sponsored or school-supervised interscholastic athletic events sanctioned by the Illinois High School Association that results in medical expenses in excess of \$50,000.
3. Comprehensive property insurance covering a broad range of causes of loss involving building and personal property. The coverage amount shall normally be for the replacement cost or the insurable value.
4. Workers' Compensation to protect individual employees against financial loss in case of a work-related injury, certain types of disease, or death incurred in an employee-related situation.

### Student Insurance

The Board shall annually designate a company to offer student accident insurance coverage. The Board does not endorse the plan nor recommend that parents/guardians secure the coverage, and any contract is between the parents/guardians and the company.

LEGAL REF.: Consolidated Omnibus Budget Reconciliation Act, P. L. 99-272, ¶ 1001, 100 Stat. 222, 4980B(f) of the I.R.S. Code, 42 U.S.C. §300bb-1 et seq.  
105 ILCS 5/10-20.20, 5/10-22.3, 5/10-22.3a, 5/10-22.3b, 5/10-22.3f, 5/10-22.34, 5/10-22.34a, 5/10-22.34b, and 5/22-15.  
215 ILCS 5/.  
750 ILCS 75/.  
820 ILCS 305/.

ADOPTED:

## Operational Services

### Transportation

The District shall provide free transportation for any student in the District who resides: (1) at a distance of one and one-half miles or more from his or her assigned school, unless the Board of Education has certified to the Illinois State Board of Education that adequate public transportation is available, or (2) within one and one-half miles from his or her assigned school where walking to or from school or to or from a pick-up point or bus stop would constitute a serious hazard due to vehicular traffic or rail crossing, and adequate public transportation is not available. A student's parent(s)/guardian(s) may file a petition with the Board requesting transportation due to the existence of a serious safety hazard. Free transportation service and vehicle adaptation is provided for a special education student if included in the student's individualized educational program. Non-public school students shall be transported in accordance with State law. Homeless students shall be transported in accordance with Section 45/1-15 of the Education for Homeless Children Act. Foster care students shall be transported in accordance with Section 6312(c)(5)(B) of the Elementary and Secondary Education Act.

Bus schedules and routes shall be determined by the Superintendent or designee and shall be altered only with the Assistant Principal's approval and direction. In setting the routes, the pick-up and discharge points should be as safe for students as possible.

No school employee may transport students in school or private vehicles unless authorized by the administration.

Every vehicle regularly used for the transportation of students must pass safety inspections in accordance with State law and Illinois Department of Transportation regulations. The strobe light on a school bus may be illuminated only when the bus is actually being used as a school bus and (1) is stopping or stopped for loading or discharging students on a highway outside an urban area, or (2) is bearing one or more students. The Superintendent shall implement procedures in accordance with State law for accepting comment calls about school bus driving.

All contracts for charter bus services must contain the clause prescribed by State law regarding criminal background checks for bus drivers.

### Pre-Trip and Post-Trip Vehicle Inspection

The Superintendent or designee shall develop and implement a pre-trip and post-trip inspection procedure to ensure that the school bus driver: (1) tests the two-way radio or cellular radio telecommunication device and ensures that it is functioning properly before the bus is operated, and (2) walks to the rear of the bus before leaving the bus at the end of each route, work shift, or work day, to check the bus for children or other passengers in the bus.

LEGAL REF.: Elementary and Secondary Education Act, 20 U.S.C. §6312(c)(5)(B).  
McKinney-Vento Homeless Assistance Act, 42 U.S.C. §11431 et seq.  
105 ILCS 5/10-22.22 and 5/29-1 et seq.  
105 ILCS 45/1-15 and /1-17.  
625 ILCS 5/1-148.3a-5, 5/1-182, 5/11-1414.1, 5/12-813, 5/12-813.1, 5/12-815,  
5/12-816, 5/12-821, and 5/13-109.  
23 Ill.Admin.Code §§1.510 and 226.750; Part 120.  
92 Ill.Admin.Code §440-3.

CROSS REF.: 4:170 (Safety), 5:100 (Staff Development Program), 5:120 (Employee Ethics;  
Conduct; and Conflict of Interest), 5:280 (Educational Support Personnel -  
Duties and Qualifications), 6:140 (Education of Homeless Children), 6:170 (Title  
I Programs), 7:220 (Bus Conduct)

ADOPTED:

DRAFT

## Operational Services

### Food Services

Good nutrition shall be promoted in the District's meal programs and in other food and beverages that are sold to students during the school day. The Superintendent shall manage a food service program that complies with this policy and is in alignment with Board of Education policy 6:50, *School Wellness*.

Food or beverage items sold to students as part of a reimbursable meal under federal law must follow the nutrition standards specified in the U.S. Dept. of Agriculture rules that implement the National School Lunch and Child Nutrition Acts. Schools being reimbursed for meals under these laws are *participating schools*.

The food service program in participating schools shall comply with the nutrition standards specified in the U.S. Dept. of Agriculture's *Smart Snacks rules* when it offers competitive foods to students on the school campus during the school day. *Competitive foods* are all food and beverages that are offered by any person, organization or entity for sale to students on the school campus during the school day that are not reimbursed under programs authorized by federal law. The food service programs in participating schools shall also comply with any applicable mandates in the Illinois State Board of Education's School Food Service rules implementing these federal laws and the Ill. School Breakfast and Lunch Program Act.

All revenue from the sale of any food or beverages sold in competition with the School Breakfast Program or National School Lunch Program to students in food service areas during the meal period shall accrue to the nonprofit school lunch program account.

LEGAL REF.:       Russell B. National School Lunch Act, 42 U.S.C. §1751 et seq.  
                      Child Nutrition Act of 1966, 42 U.S.C. §1771 et seq.  
                      7 C.F.R. Parts 210 and 220, Food and Nutrition Service.  
                      105 ILCS 125/.  
                      23 Ill.Admin.Code Part 305, School Food Service.

CROSS REF.:       4:130 (Free and Reduced-Price Food Services), 6:50 (School Wellness)

ADOPTED:

## Operational Services

### Free and Reduced-Price Food Services

#### Notice

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

#### Eligibility Criteria and Selection of Children

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

#### Notification

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

#### Nondiscrimination Assurance

The District shall avoid publicly identifying students receiving free or reduced-price meals and shall use methods for collecting meal payments that prevent identification of children receiving assistance.

#### Appeal

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

During an appeal, students previously receiving food service benefits shall not have their benefits terminated. Students who were denied benefits shall not receive benefits during the appeal.

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

LEGAL REF.: U.S. Dept. of Agriculture, Food and Nutrition Service, National School Lunch Program, 7 C.F.R. Part 210.  
U.S. Dept. of Agriculture, Food and Nutrition Service, Determining Eligibility for Free and Reduced-Price Meals and Free Milk in Schools, 7 C.F.R. Part 245.  
105 ILCS 125/ and 126/.  
23 Ill.Admin.Code §305.10 et seq.

ADOPTED:

DRAFT

## Operational Services

### Exhibit - Free and Reduced-Price Food Services; Meal Charge Notifications

*On District letterhead, website, in student handbook, newsletters, bulletins, and/or calendars*

Date:

To: Students, Parents/Guardians, and Staff

Re: Eligibility and Meal Charge Notifications

The following notification is provided at the beginning of each school year as federally required notification regarding eligibility requirements and the application process for the free and reduced-price food services that are listed in Board policy 4:130, *Free and Reduced-Price Food Services* and 4:140, *Waiver of Student Fees*. For more information, see [www.fns.usda.gov/school-meals/unpaid-meal-charges](http://www.fns.usda.gov/school-meals/unpaid-meal-charges), and/or contact the Building Principal or designee.

#### Free and Reduced-Price Food Services Eligibility

When students are unable to pay for their meal services, meal charges will apply per a student's eligibility category and will be processed by the District accordingly.

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

#### Meal Charges for Meals Provided by the District

The Building Principal and District staff will work jointly to prevent meal charges from accumulating. Every effort to collect all funds due to the District will be made on a regular basis and before the end of the school year. Contact your Building Principal or designee about whether your charges may be carried over at the end of the school year, i.e., beyond June 30<sup>th</sup>.

Unpaid meal charges are considered delinquent debt when payment is overdue as defined by Board policy 4:45, *Insufficient Fund Checks and Debt Recovery*. The District will make reasonable efforts to collect charges classified as delinquent debt.

When a student's funds are low or there is a negative balance, reminders will be provided to the staff, students, and their parent(s)/guardian(s) at regular intervals during the school year. If a parent/guardian regularly fails to provide meal money and does not qualify for free meal benefits, the Building Principal or designee, will direct the next course of action. Continual failure to provide meal money may require the District to notify the Ill. Dept. of Children and Family Services (DCFS) and/or take legal steps to recover the unpaid meal charges.

LEGAL REF.: Healthy Hunger-Free Kids Act of 2010 (P.L. 111-296).  
7 C.F.R. §245.5.  
23 Ill.Admin.Code Part 305, School Food Service.

DATED:

## Operational Services

### Waiver of Student Fees

The Superintendent will recommend to the Board of Education a schedule of fees, if any, to be charged students for the use of textbooks, consumable materials, extracurricular activities, and other school student fees. Students must also pay for the loss of or damage to school books or other school-owned materials.

Fees for textbooks, other instructional materials, and driver education are waived for students who meet the eligibility criteria for a fee waiver as described in this policy. In order that no student is denied educational services or academic credit due to the inability of parents/guardians to pay student fees, the Superintendent will recommend to the Board which additional fees, if any, the District will waive for students who meet the eligibility criteria for fee waiver. Students receiving a fee waiver are not exempt from charges for lost and damaged books, locks, materials, supplies, and equipment.

### Notification

The Superintendent shall ensure that applications for fee waivers are widely available and distributed according to State law and ISBE rule and that provisions for assisting parents/guardians in completing the application are available.

### Eligibility Criteria

A student shall be eligible for a fee waiver when the student currently lives in a household that meets the same income guidelines, with the same limits based on household size, that are used for the federal free meals program.

The Superintendent or designee will give additional consideration where one or more of the following factors are present:

- Illness in the family;
- Unusual expenses such as fire, flood, storm damage, etc.;
- Unemployment;
- Emergency situations;
- When one or more of the parents/guardians are involved in a work stoppage.

### Verification

The Superintendent or designee must follow the verification requirements of 7 C.F.R. 245.6a when using the free lunch or breakfast eligibility guidelines pursuant to The National School Lunch Act as the basis for waiver of the student's fee(s).

### Determination and Appeal

Within 30 calendar days after the receipt of a waiver request, the Superintendent or designee shall mail a notice to the parent/guardian whenever a waiver request is denied. The denial notice shall include: (1) the reason for the denial, (2) the process and timelines for making an appeal, and (3) a statement that the parent/guardian may reapply for a waiver any time during the school year if circumstances change. If the denial is appealed, the District shall follow the procedures for the resolution of appeals as provided in the Illinois State Board of Education rule on waiver of fees.

LEGAL REF.: 105 ILCS 5/10-20.13, 5/10-22.25, 5/27-24.2, and 5/28-19.2.  
23 Ill.Admin.Code §1.245 [may contain unenforceable provisions].

CROSS REF.: 4:130 (Free and Reduced-Price Food Services), 6:220 (Bring Your Own  
Technology (BYOT) Program; Responsible Use and Conduct)

ADOPTED:

DRAFT

## Operational Services

### Facility Management and Building Programs

The Superintendent shall manage the District's facilities and grounds as well as facility construction and building programs in accordance with the law, the standards set forth in this policy, and other applicable Board of Education policies. The Superintendent or designee shall facilitate: (1) inspections of schools by the Regional Superintendent and State Fire Marshal or designee, and (2) review of plans and specifications for future construction or alterations of a school if requested by the relevant municipality, county (if applicable), or fire protection district.

#### Standards for Managing Buildings and Grounds

All District buildings and grounds shall be adequately maintained in order to provide an appropriate, safe, and energy efficient physical environment for learning and teaching. The Superintendent or designee shall provide the Board with periodic reports on maintenance data and projected maintenance needs that include cost analysis. This policy is not intended to discourage efforts to improve the appearance of buildings or grounds that are consistent with the designated use of those buildings and grounds.

#### Standards for Green Cleaning

For each District school with 50 or more students, the Superintendent or designee shall establish and supervise a green cleaning program that complies with the guidelines established by the Illinois Green Government Coordinating Council.

#### Standards for Facility Construction and Building Programs

As appropriate, the Board will authorize a comprehensive study to determine the need for facility construction and expansion. On an annual basis, the Superintendent or designee shall provide the Board with projected facility needs, enrollment trends, and other data impacting facility use. Board approval is needed for all new facility construction and expansion.

When making decisions pertaining to design and construction of school facilities, the Board will confer with members of the staff and community, the Illinois State Board of Education, and educational and architectural consultants, as it deems appropriate. The Board's facility goals are to:

1. Integrate facilities planning with other aspects of planning and goal-setting.
2. Base educational specifications for school buildings on identifiable student needs.
3. Design buildings for sufficient flexibility to permit new or modified programs.
4. Design buildings for maximum potential for community use.
5. Meet or exceed all safety requirements.
6. Meet requirements on the accessibility of school facilities to disabled persons as specified in State and federal law.
7. Provide for low maintenance costs, energy efficiency, and minimal environmental impact.

LEGAL REF.: 42 U.S.C. §12101 et seq., Americans with Disabilities Act of 1990, implemented by 28 C.F.R. Parts 35 and 36.  
20 ILCS 3130/, Green Buildings Act.  
105 ILCS 5/2-3.12, 5/10-20.49, 5/10-22.36, 5/10-20.60 (P.A. 100-163, final citation pending), and 5/17-2.11.  
105 ILCS 140/, Green Cleaning Schools Act.  
105 ILCS 230/, School Construction Law.  
410 ILCS 25/, Environmental Barriers Act.  
820 ILCS 130/, Prevailing Wage Act.  
23 Ill.Admin.Code Part 151, School Construction Program; Part 180, Health/Life Safety Code for Public Schools; and Part 2800, Green Cleaning for Elementary and Secondary Schools.  
71 Ill.Admin.Code Part 400, Ill. Accessibility Code.

CROSS REF.: 2:150 (Committees), 2:170 (Procurement of Architectural, Engineering, and Land Surveying Services), 4:60 (Purchases and Contracts), 8:70 (Accommodating Individuals with Disabilities)

ADOPTED:

DRAFT

## Operational Services

### Environmental Quality of Buildings and Grounds

The Superintendent shall take all reasonable measures to protect: (1) the safety of District personnel, students, and visitors on District premises from risks associated with hazardous materials and (2) the environmental quality of the District's buildings and grounds. Before pesticides are used on District premises, the Superintendent or designee shall notify employees and parents/guardians of students as required by the Structural Pest Control Act, 225 ILCS 235/, and the Lawn Care Products Application and Notice Act, 415 ILCS 65/.

The Superintendent shall notify all employees who must be offered, according to State or federal law, District-paid hepatitis B vaccine and vaccination.

LEGAL REF.: 29 C.F.R. §1910.1030, Occupational Exposure to Bloodborne Pathogens, as adopted by the Illinois Department of Labor, 56 Ill.Admin.Code §350.300(c).  
29 C.F.R. §1910.1200, Occupational Safety and Health Administration Hazard Communication Standards, as adopted by 820 ILCS 255/1.5, Toxic Substances Disclosure to Employees Act.  
20 ILCS 3130/, Green Buildings Act.  
105 ILCS 5/10-20.17a; 5/10-20.48; 135/; and 140/, Green Cleaning School Act.  
225 ILCS 235/, Structural Pest Control Act.  
415 ILCS 65/, Lawn Care Products Application and Notice Act.  
820 ILCS 255/, Toxic Substances Disclosure to Employees Act. (*inoperative*)  
23 Ill.Admin.Code §1.330, Toxic Materials Training.

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

ADOPTED:

## Operational Services

### Safety

#### Safety and Security

All District operations, including the education program, shall be conducted in a manner that will promote the safety and security of everyone on District property or at a District event. The Superintendent or designee shall develop, implement, and maintain a comprehensive safety and security plan that includes, without limitation:

1. An emergency operations and crisis response plan(s) addressing prevention, preparation, response, and recovery for each school;
2. Provisions for a coordinated effort with local law enforcement and fire officials, emergency medical services personnel, and the Board Attorney;
3. A school safety drill plan;
4. Instruction in safe bus riding practices; and
5. A clear, rapid, factual, and coordinated system of internal and external communication.

In the event of an emergency that threatens the safety of any person or property, students and staff are encouraged to follow the best practices discussed for their building regarding the use of any available cellular telephones.

#### School Safety Drill Plan

During every academic year, each school building that houses school children shall conduct, at a minimum, each of the following in accordance with the School Safety Drill Act (105 ILCS 128/):

1. Three school evacuation drills to address and prepare students and school personnel for fire incidents. One of these three drills shall require the participation of the local fire department or district.
2. One bus evacuation drill.
3. One severe weather and shelter-in-place drill to address and prepare students and school personnel for possible tornado incidents.
4. One law enforcement drill to address a school shooting incident.

#### Automated External Defibrillator (AED)

The Superintendent or designee shall implement a written plan for responding to medical emergencies at the District's physical fitness facilities in accordance with the Fitness Facility Medical Emergency Preparedness Annual Review

The Board or its designee will annually review each school building's emergency operations and crisis response plan(s), protocols, and procedures, as well as each building's compliance with the school safety drill plan. This annual review shall be in accordance with the School Safety Drill Act (105 ILCS 128/) and the Joint Rules of the Office of the State Fire Marshal and the Illinois State Board of Education (29 Ill.Admin.Code Part 1500).

#### Carbon Monoxide Alarms

The Superintendent or designee shall implement a plan with the District's local fire officials to:

1. Determine which school buildings to equip with approved *carbon monoxide alarms* or *carbon monoxide detectors*,
2. Locate the required carbon monoxide alarms or carbon monoxide detectors within 20 feet of a carbon monoxide emitting device, and
3. Incorporate carbon monoxide alarm or detector activation procedures into each school building that requires a carbon monoxide alarm or detector. The Superintendent or designee shall ensure each school building annually reviews these procedures.

#### Soccer Goal Safety

The Superintendent or designee shall implement the Movable Soccer Goal Safety Act in accordance with the guidance published by the IDPH. Implementation of the Act shall be directed toward improving the safety of movable soccer goals by requiring that they be properly anchored.

#### Unsafe School Choice Option

The unsafe school choice option provided in State law permits students to transfer to another school within the district in certain situations. This transfer option is unavailable in this District because the District has only one school or attendance center. A student who would otherwise have qualified for the choice option, or such a student's parent/guardian, may request special accommodations from the Superintendent or designee.

#### Lead Testing in Water

The Superintendent or designee shall implement testing for lead in each source of drinking water in school buildings in accordance with the Illinois Plumbing License Law and guidance published by the IDPH. The Superintendent or designee shall notify parent(s)/guardian(s) about the sampling results from their children's respective school buildings.

#### Emergency Closing

The Superintendent is authorized to close school(s) in the event of hazardous weather or other emergency that threatens the safety of students, staff members, or school property.

LEGAL REF.: 105 ILCS 5/10-20.2, 5/10-20.56, 5/18-12, and 5/18-12.5.  
 105 ILCS 128/, School Safety Drill Act, implemented by 29 Ill.Admin.Code Part 1500.  
 210 ILCS 74/, Physical Fitness Facility Medical Emergency Preparedness Act.  
 225 ILCS 320/35.5, Ill. Plumbing License Law.

CROSS REF.: 4:110 (Transportation), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 4:180 (Pandemic Preparedness), 5:30 (Hiring Process and Criteria), 8:30 (Visitors to and Conduct on School Property), 8:100 (Relations with Other Organizations and Agencies)

ADOPTED:

## Operational Services

### Convicted Child Sex Offender; Screening; Notifications

#### Persons Prohibited on School Property without Prior Permission

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

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

In all cases, the Superintendent or designee shall supervise a child sex offender whenever the offender is in a child's vicinity. If a student is a sex offender, the Superintendent or designee shall develop guidelines for managing his or her presence in school.

#### Screening

The Superintendent or designee shall perform fingerprint-based criminal history records information checks and/or screenings required by State law or Board policy for employees; student teachers; students doing field or clinical experience other than student teaching; contractors' employees who have direct, daily contact with one or more children; and resource persons and volunteers. He or she shall take appropriate action based on the result of any criminal background check and/or screen.

#### Notification to Parents/Guardians

The Superintendent shall develop procedures for the distribution and use of information from law enforcement officials under the Sex Offender Community Notification Law and the Murderer and Violent Offender Against Youth Community Notification Law. The Superintendent or designee shall serve as the District contact person for purposes of these laws. The Superintendent and Building Principal shall manage a process for schools to notify the parents/guardians during school registration that information about sex offenders is available to the public as provided in the Sex Offender Community Notification Law. This notification must occur during school registration and at other times as the Superintendent or Building Principal determines advisable.

LEGAL REF.: 20 ILCS 2635/, Uniform Conviction Information Act.  
720 ILCS 5/11-9.3.  
730 ILCS 152/, Sex Offender Community Notification Law.  
730 ILCS 154/75-105, Murderer and Violent Offender Against Youth Community  
Notification Law.

CROSS REF.: 5:30 (Hiring Process and Criteria), 5:260 (Student Teachers), 6:250 (Community  
Resource Persons and Volunteers), 8:30 (Visitors to and Conduct on School  
Property), 8:100 (Relations with Other Organizations and Agencies)

ADOPTED:

DRAFT

## Operational Services

### Pandemic Preparedness

The Board of Education recognizes that the District will play an essential role along with the local health department and emergency management agencies in protecting the public's health and safety if an influenza pandemic occurs. Pandemic influenza is a worldwide outbreak of a virus for which there is little or no natural immunity and no vaccine; it spreads quickly to people who have not been previously exposed to the new virus.

To prepare the School District community for a pandemic, the Superintendent or designee shall: (1) learn and understand the roles that the federal, State, and local government would play in an epidemic; (2) form a pandemic planning team consisting of appropriate District personnel and community members to identify priorities and oversee the development and implementation of a comprehensive pandemic influenza school action plan; and (3) build awareness of the final plan among staff, students, and community.

### Emergency School Closing

In the case of a pandemic, any decision for an emergency school closing will be made by the Superintendent in consultation with and, if necessary, at the direction of the District's local health department, emergency management agencies, and Regional Office of Education.

LEGAL REF.: 105 ILCS 5/10-16.7 and 5/10-20.5.  
Ill. Dept. of Public Health Act (Part 1), 20 ILCS 2305/2(b).  
Ill. Emergency Management Agency Act, 20 ILCS 3305.  
Ill. Educational Labor Relations Act, 115 ILCS 5/.

CROSS REF.: 1:20 (District Organization, Operations, and Cooperative Agreements), 2:20 (Powers and Duties of the Board of Education; Indemnification), 4:170 (Safety), 7:90 (Release During School Hours), 8:100 (Relations with Other Organizations and Agencies)

ADOPTED:

To: Finance Committee  
From: Dave Blatchley, Director of Business  
Joe Neilon, Director of Technology  
Re: Senior Chromebooks

Every year we collect roughly 500 Chromebooks from the outgoing seniors. Students are told to return their Chromebooks the last week of school. During this time, the tech department sets up a collection desk for 3 days in the library.

Students and parents are coming in all summer returning Chromebooks late because they find a fee and cannot get their transcripts. This causes a lot of time spent with tech and MIS checking for returned Chromebooks and entering/removing fees.

A great deal of time is spent inspecting each and every Chromebook that is returned.

We currently have about 300 Chromebooks in storage that we have no use for. Every year we will get another 500 back.

We have an agreement with the students/parents that states the Chromebooks must be in working order all the time. If it is not they are required to pay and get it fixed by TSI. Over the course of 4 years most students will have paid a portion of what a Chromebook would cost to buy outright.

If we donate these to other schools, we still need to spend up to 80 hours testing, cleaning, and repairing. The schools that receives these would still need to purchase a \$30 Google license per Chromebooks, mobile carts for charging and storage (roughly \$1500 for a cart that holds 30), and have tech support for hundreds of 4 year old used devices.

My suggestion is that we give the outgoing seniors the Chromebooks to keep.

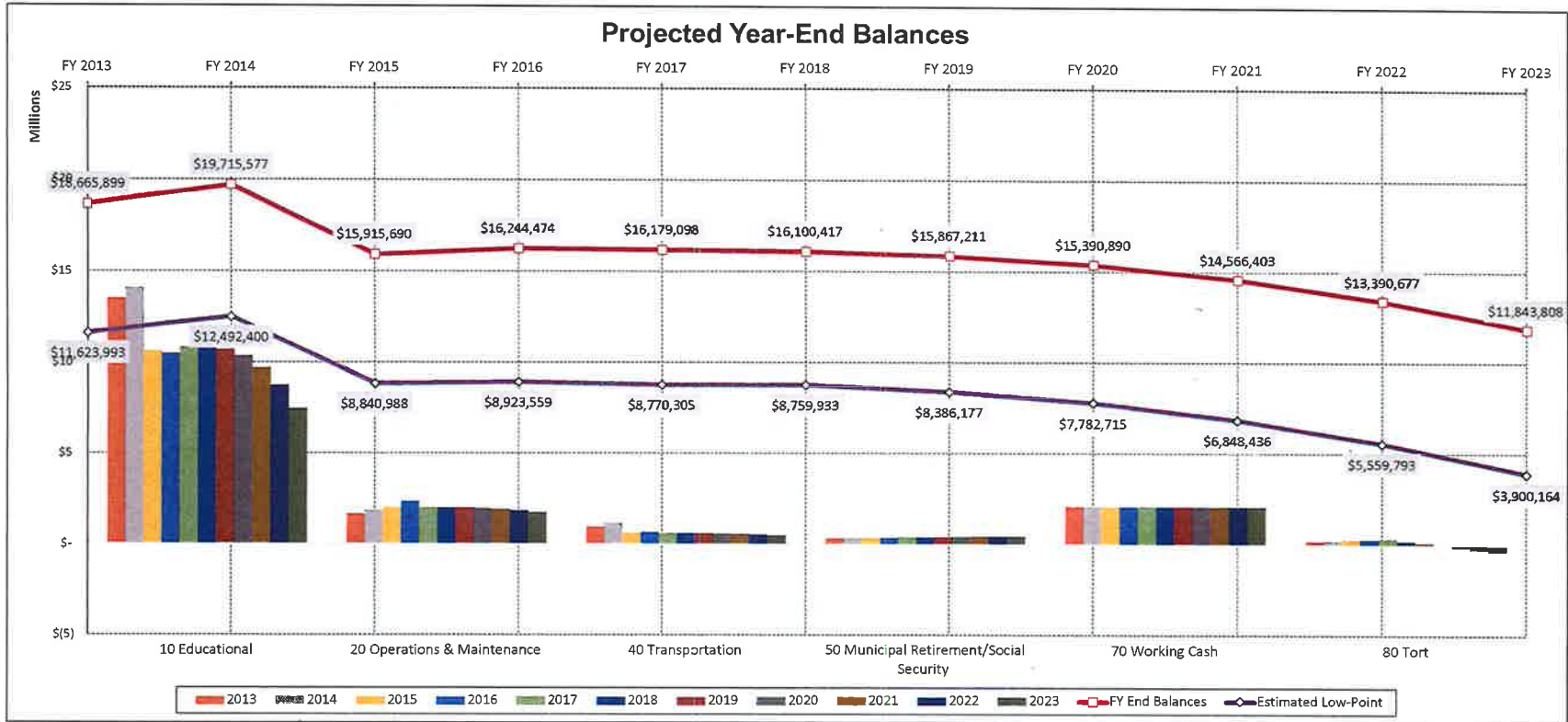
- The students will have an incentive to keep them in good shape.
- Parents will be less likely to complain about repair fees knowing their student gets to keep the Chromebooks. EX: *"Why should I repair my Chromebook? I only have a month left in school."*
- The tech department and MIS will save 100's of hours of work every year not having to collect, inspect, and refurbish 500 Chromebooks, just to end up in storage until they get recycled.
- Offer for \$5 or \$10 dollars and a signed release.

ACTIVITY	SPONSOR(S)	PHONE	Email
Activity Director	Marc Wolfe	6340	mwolfe@d94.org
Ambassador Club	Marc Wolfe	6340	mwolfe@d94.org
Anime Club	Sandy Wilson		
Art Club	Megan Dulkinys	6408	mdulkinys@d94.org
Art Club	Dave Exner	6407	dexner@d94.org
Band Director	James Wallace	6490	jwallace@d94.org
Band - Jazz	James Wallace	6490	jwallace@d94.org
Book Club	Donna Leahy	6404	dleahy@d94.org
Chess Team	Joe Splinter	6363	jcschess@comcast.net
Choral Group	Brandon Fantozzi	6492	bfantozzi@d94.org
Club Green	Suzanne Burchacki	6431	sburchacki@d94.org
Club Green	Brianne Ferreiro	6430	bferreiro @d94.org
Compass	Anne Marie Salazar	6381	asalazar@d94.org
Creative Writing	Tara Deleon	6356	tdeleon@d94.org
Creative Writing	Amanda Cordes	6366	acordes@d94.org
Dance Production	Jordan Covella	6474	jcovella@d94.org
Equestrian Club	Patricia Arnold	6417	parnold@d94.org
Equestrian Club	Amanda Slobodecki	6369	aslobodecki@d94.org
FBLA/BPA	Mia Wirth	6343	mwirth@d94.org
FBLA/BPA	Donna Durbin	6346	ddurbin@d94.org
Film Club	Mark Begovich	6357	mbegovich@d94.org
French Club	Lindsay Evans	6386	levans@d94.org
Gay Straight Alliance (GSA)	Brad Larson	6311	blarson@d94.org
Flag Corps / Color Guard	Stephanie Kuecker	6490	
Speech Team	Paul Lichy	6359	plichy@d94.org
Speech Team, Asst	Mark Begovich	6357	mbegovich@d94.org
Speech Team, Asst	Nicole Stadler/Anne Murray		
Horticulture Club	Corrie Stieglitz	6441	cstieglitz@d94.org
International Club	Sarah Gill	6382	sgill@d94.org
Interact	Gavin Engel	6309	gengel@d94.org
Marching Band Associate	Brandon Fantozzi	6492	bfantozzi@d94.org
Math Team	Charles Vokes	6426	cvokes@d94.org
NHS	Nick Caltigirone	6452	ncaltigirone@d94.org
OLAS	Mark Poulterer	6591	mpoulterer@d94.org
Orchestra	Alexandra Wojciechowski	6491	awojciechowski@d94.org
Pep Club	Dave Jennings	6313	djennings@d94.org
Pep Club	Mitch McKenna	6465	mmckenna@d94.org
Photography Club	Dave Jennings	6313	djennings@d94.org
Play Director, Fall	Mark Begovich	6357	mbegovich@d94.org
Play Director, Fall, Asn't	Lauren Roark		laurentroark@gmail.com
Play Director, Winter	Mark Begovich	6257	mbegovich@d94.org
Play Director, Winter, Asn't	Brandon Fantozzi		laurentroark@gmail.com
ROAR	Jen Culbertson	6364	jculbertson@d94.org
Scholastic Bowl	Nick Caltigirone	6452	ncaltigirone@d94.org
Skills USA/FCCLA	Brittney Bauer	6377	bbauer@d94.org
Skills USA/FCCLA	Angela Gentile		agentile@d94.org
Snowball	Krysta Schoenbeck	6435	kschoenbeck@d94.org
Spring Musical-Assistant	Lauren Roark		laurentroark@gmail.com
Spring Musical-Chorus	Brandon Fantozzi	6492	bfantozzi@d94.org
Spring Musical-Director	Mark Begovich	6357	mbegovich@d94.org
Spring Musical-Orchestra	Fantozzi/Wallace		
Steppers	Ashley Walsh	6345	awalsh@d94.org

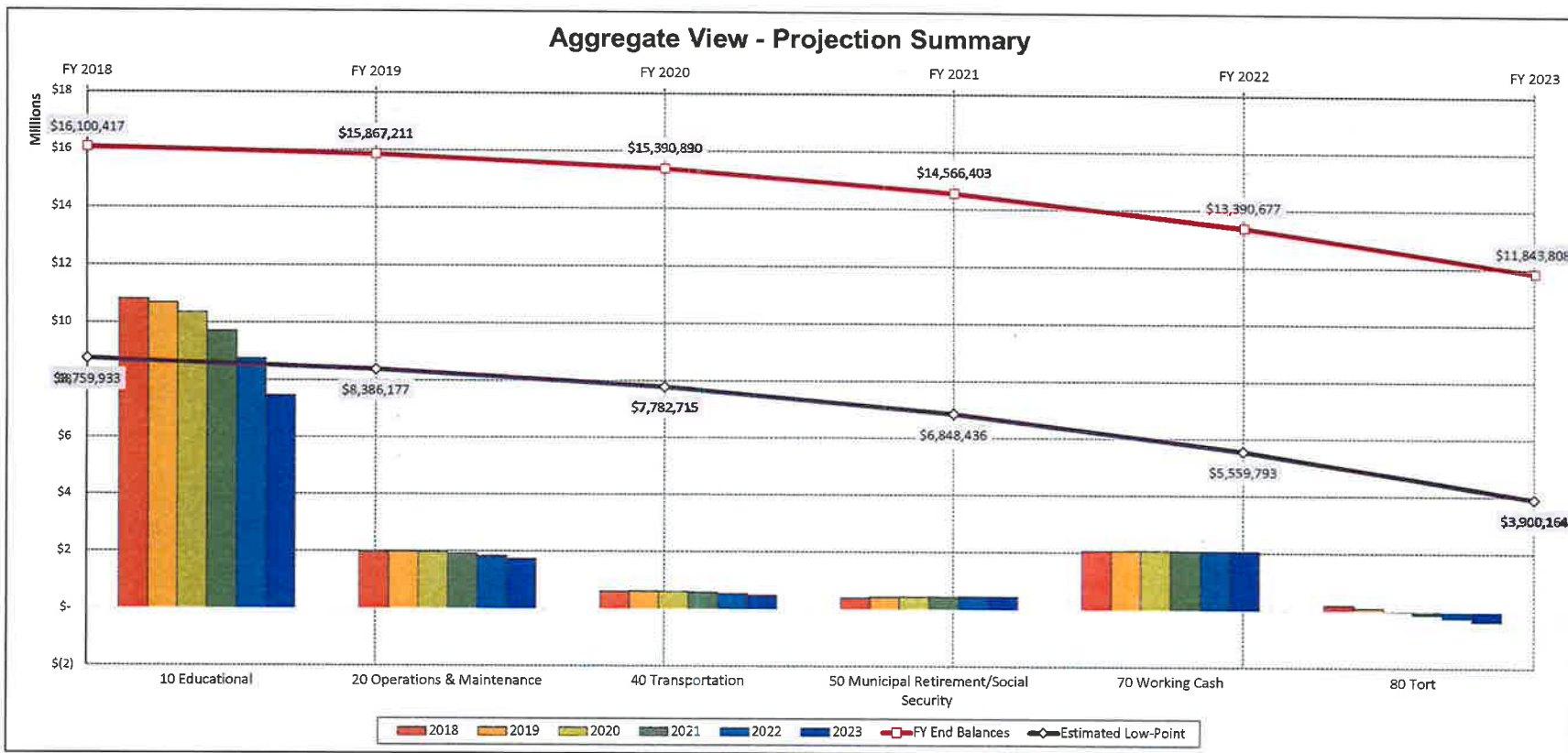
Wolfe has been meeting  
with the students recently

Anne Marie hasn't been sponsoring, but club is still meeting with Blanca Ruiz in charge.

Hasn't met in over two years



### Aggregate View - Projection Summary



## Aggregate | Projection Summary

CHSD 94 | Base Model 1/4/2018

	BUDGET			REVENUE / EXPENDITURE PROJECTIONS							
	FY 2018	FY 2019	% Δ	FY 2020	% Δ	FY 2021	% Δ	FY 2022	% Δ	FY 2023	% Δ
<b>REVENUE</b>											
Local	\$25,257,492	\$25,762,210	2.00%	\$26,279,495	2.01%	\$26,807,127	2.01%	\$27,345,309	2.01%	\$27,894,254	2.01%
State	\$3,631,544	\$3,631,544	0.00%	\$3,631,544	0.00%	\$3,631,544	0.00%	\$3,631,544	0.00%	\$3,631,544	0.00%
Federal	\$1,050,825	\$1,050,825	0.00%	\$1,050,825	0.00%	\$1,050,825	0.00%	\$1,050,825	0.00%	\$1,050,825	0.00%
Other	\$0	\$0		\$0		\$0		\$0		\$0	
<b>TOTAL REVENUE</b>	<b>\$29,939,861</b>	<b>\$30,444,579</b>	<b>1.69%</b>	<b>\$30,961,864</b>	<b>1.70%</b>	<b>\$31,489,496</b>	<b>1.70%</b>	<b>\$32,027,678</b>	<b>1.71%</b>	<b>\$32,576,623</b>	<b>1.71%</b>
<b>EXPENDITURES</b>											
Salary and Benefit Costs	\$22,167,392	\$22,644,458	2.15%	\$23,217,779	2.53%	\$23,901,437	2.94%	\$24,593,486	2.90%	\$25,310,802	2.92%
Other	\$7,851,150	\$8,033,327	2.32%	\$8,220,406	2.33%	\$8,412,547	2.34%	\$8,609,917	2.35%	\$8,812,691	2.36%
<b>TOTAL EXPENDITURES</b>	<b>\$30,018,542</b>	<b>\$30,677,785</b>	<b>2.20%</b>	<b>\$31,438,185</b>	<b>2.48%</b>	<b>\$32,313,983</b>	<b>2.79%</b>	<b>\$33,203,404</b>	<b>2.75%</b>	<b>\$34,123,492</b>	<b>2.77%</b>
<b>SURPLUS / DEFICIT</b>	<b>(\$78,681)</b>	<b>(\$233,206)</b>		<b>(\$476,321)</b>		<b>(\$824,487)</b>		<b>(\$1,175,725)</b>		<b>(\$1,546,869)</b>	
<b>OTHER FINANCING SOURCES / USES</b>	<b>-</b>										
Other Financing Sources	\$2,500	\$2,500		\$2,500		\$2,500		\$2,500		\$2,500	
Other Financing Uses	(\$2,500)	(\$2,500)		(\$2,500)		(\$2,500)		(\$2,500)		(\$2,500)	
<b>TOTAL OTHER FIN. SOURCES / USES</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>	
<b>SURPLUS / DEFICIT INCL. OTHER FIN. SOURCES</b>	<b>(\$78,681)</b>	<b>(\$233,206)</b>		<b>(\$476,321)</b>		<b>(\$824,487)</b>		<b>(\$1,175,725)</b>		<b>(\$1,546,869)</b>	
<b>BEGINNING FUND BALANCE</b>	<b>\$16,179,098</b>	<b>\$16,100,417</b>		<b>\$15,867,211</b>		<b>\$15,390,890</b>		<b>\$14,566,403</b>		<b>\$13,390,677</b>	
<b>AUDIT ADJUSTMENTS TO FUND BALANCE</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>	
<b>PROJECTED YEAR END BALANCE</b>	<b>\$16,100,417</b>	<b>\$15,867,211</b>		<b>\$15,390,890</b>		<b>\$14,566,403</b>		<b>\$13,390,677</b>		<b>\$11,843,808</b>	
<b>FUND BALANCE AS % OF EXPENDITURES</b>	<b>53.63%</b>	<b>51.72%</b>		<b>48.96%</b>		<b>45.08%</b>		<b>40.33%</b>		<b>34.71%</b>	
<b>FUND BALANCE AS # OF MONTHS OF EXPEND.</b>	<b>6.44</b>	<b>6.21</b>		<b>5.87</b>		<b>5.41</b>		<b>4.84</b>		<b>4.17</b>	

Powered By:

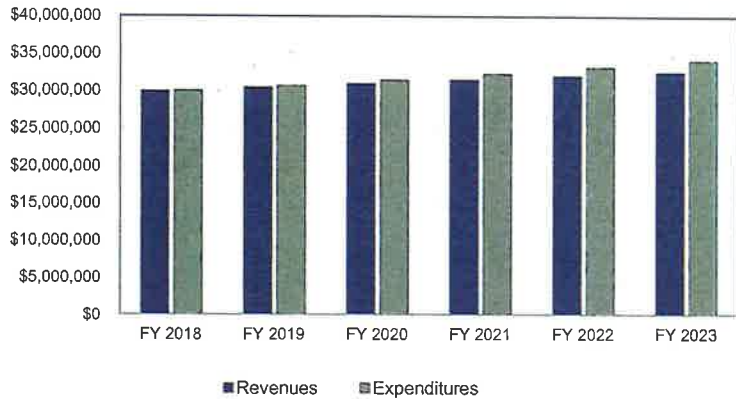
**FORECAST5**  
ANALYTICS

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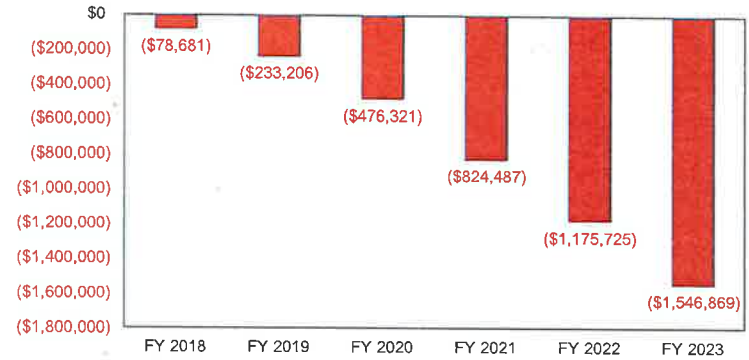
# Aggregate | Projection Summary

CHSD 94 | Base Model 1/4/2018

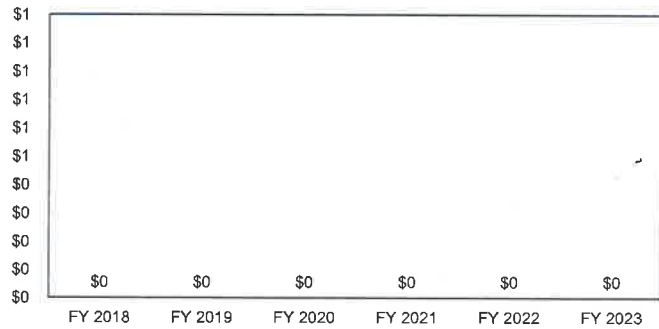
Revenues vs. Expenditures



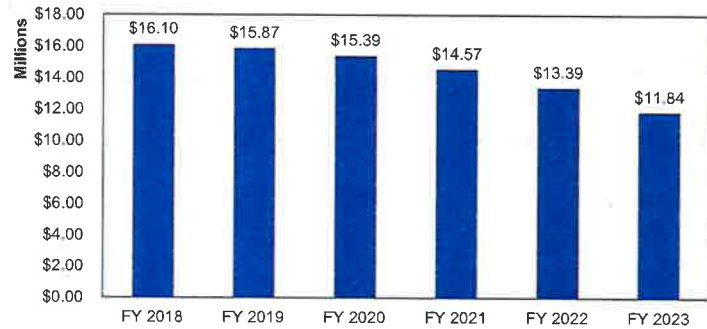
Fiscal Year Surplus / Deficit



Other Financing Sources & Uses



Year End Fund Balances

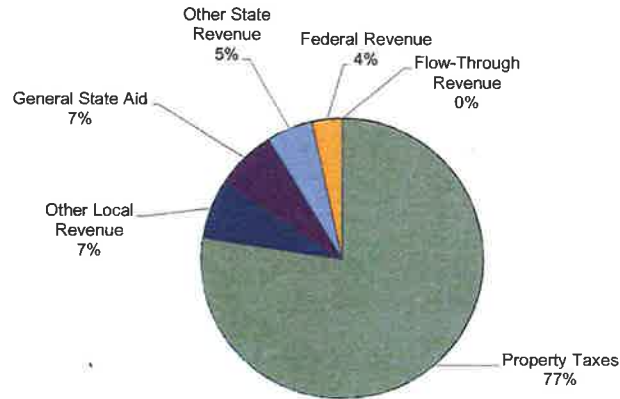


# Aggregate | Revenue Analysis

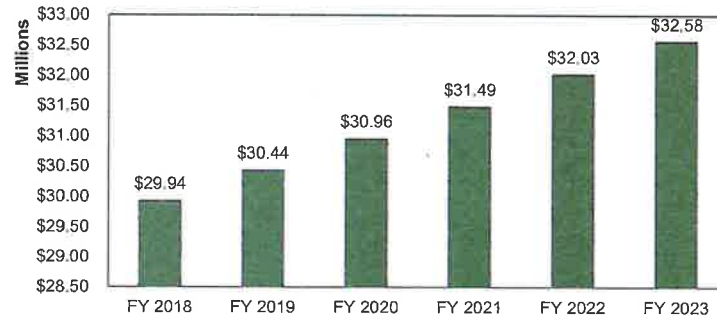
CHSD 94 | Base Model 1/4/2018

	BUDGET			REVENUE PROJECTIONS							
	FY 2018	FY 2019	% Δ	FY 2020	% Δ	FY 2021	% Δ	FY 2022	% Δ	FY 2023	% Δ
<b>LOCAL</b>											
Property Taxes	\$23,165,769	\$23,670,487	2.18%	\$24,187,772	2.19%	\$24,715,404	2.18%	\$25,253,586	2.18%	\$25,802,531	2.17%
Other Local Revenue	\$2,091,723	\$2,091,723	0.00%	\$2,091,723	0.00%	\$2,091,723	0.00%	\$2,091,723	0.00%	\$2,091,723	0.00%
<b>TOTAL LOCAL REVENUE</b>	<b>\$25,257,492</b>	<b>\$25,762,210</b>	<b>2.00%</b>	<b>\$26,279,495</b>	<b>2.01%</b>	<b>\$26,807,127</b>	<b>2.01%</b>	<b>\$27,345,309</b>	<b>2.01%</b>	<b>\$27,894,254</b>	<b>2.01%</b>
<b>STATE</b>											
General State Aid	\$2,039,462	\$2,039,462	0.00%	\$2,039,462	0.00%	\$2,039,462	0.00%	\$2,039,462	0.00%	\$2,039,462	0.00%
Other State Revenue	\$1,592,082	\$1,592,082	0.00%	\$1,592,082	0.00%	\$1,592,082	0.00%	\$1,592,082	0.00%	\$1,592,082	0.00%
<b>TOTAL STATE REVENUE</b>	<b>\$3,631,544</b>	<b>\$3,631,544</b>	<b>0.00%</b>	<b>\$3,631,544</b>	<b>0.00%</b>	<b>\$3,631,544</b>	<b>0.00%</b>	<b>\$3,631,544</b>	<b>0.00%</b>	<b>\$3,631,544</b>	<b>0.00%</b>
<b>TOTAL FEDERAL REVENUE</b>	<b>\$1,050,825</b>	<b>\$1,050,825</b>	<b>0.00%</b>	<b>\$1,050,825</b>	<b>0.00%</b>	<b>\$1,050,825</b>	<b>0.00%</b>	<b>\$1,050,825</b>	<b>0.00%</b>	<b>\$1,050,825</b>	<b>0.00%</b>
<b>FLOW-THROUGH REVENUE</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>	
<b>TOTAL REVENUE</b>	<b>\$29,939,861</b>	<b>\$30,444,579</b>	<b>1.69%</b>	<b>\$30,961,864</b>	<b>1.70%</b>	<b>\$31,489,496</b>	<b>1.70%</b>	<b>\$32,027,678</b>	<b>1.71%</b>	<b>\$32,576,623</b>	<b>1.71%</b>

Budgeted Revenue Allocation by Source



Revenue Projection

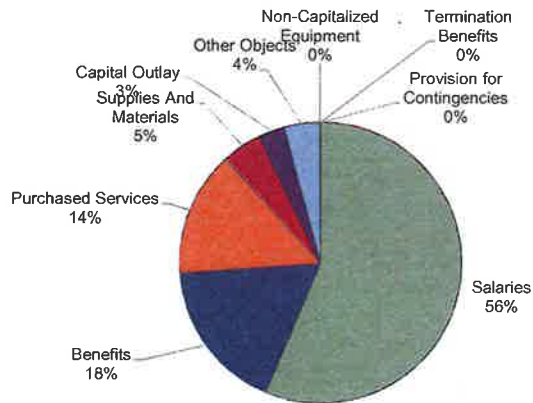


# Aggregate | Expenditure Analysis

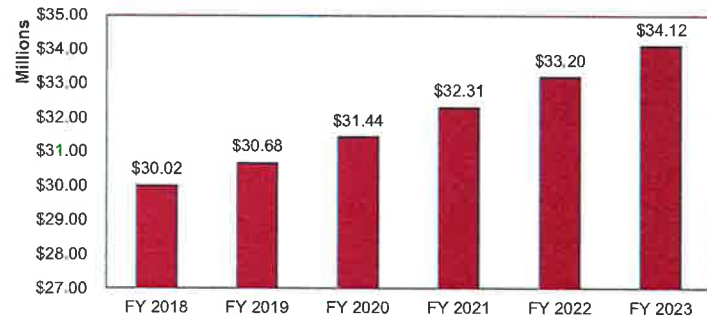
CHSD 94 | Base Model 1/4/2018

	BUDGET			EXPENDITURE PROJECTIONS							
	FY 2018	FY 2019	% Δ	FY 2020	% Δ	FY 2021	% Δ	FY 2022	% Δ	FY 2023	% Δ
Salaries	\$16,903,477	\$17,157,060	1.50%	\$17,484,753	1.91%	\$17,898,296	2.37%	\$18,305,875	2.28%	\$18,721,607	2.27%
Benefits	\$5,263,916	\$5,487,398	4.25%	\$5,733,027	4.48%	\$6,003,141	4.71%	\$6,287,611	4.74%	\$6,589,195	4.80%
<b>TOTAL SALARIES &amp; BENEFITS</b>	<b>\$22,167,392</b>	<b>\$22,644,458</b>	<b>2.15%</b>	<b>\$23,217,779</b>	<b>2.53%</b>	<b>\$23,901,437</b>	<b>2.94%</b>	<b>\$24,593,486</b>	<b>2.90%</b>	<b>\$25,310,802</b>	<b>2.92%</b>
Purchased Services	\$4,336,563	\$4,423,294	2.00%	\$4,511,760	2.00%	\$4,601,996	2.00%	\$4,694,035	2.00%	\$4,787,916	2.00%
Supplies And Materials	\$1,380,630	\$1,408,243	2.00%	\$1,436,408	2.00%	\$1,465,136	2.00%	\$1,494,439	2.00%	\$1,524,328	2.00%
Capital Outlay	\$863,480	\$905,904	4.91%	\$950,434	4.92%	\$997,175	4.92%	\$1,046,238	4.92%	\$1,097,738	4.92%
Other Objects	\$1,208,682	\$1,232,856	2.00%	\$1,257,513	2.00%	\$1,282,663	2.00%	\$1,308,317	2.00%	\$1,334,483	2.00%
Non-Capitalized Equipment	\$51,794	\$52,830	2.00%	\$53,887	2.00%	\$54,964	2.00%	\$56,064	2.00%	\$57,185	2.00%
Termination Benefits	\$10,000	\$10,200	2.00%	\$10,404	2.00%	\$10,612	2.00%	\$10,824	2.00%	\$11,041	2.00%
Provision For Contingencies	\$0	\$0		\$0		\$0		\$0		\$0	
<b>TOTAL ALL OTHER</b>	<b>\$7,851,150</b>	<b>\$8,033,327</b>	<b>2.32%</b>	<b>\$8,220,406</b>	<b>2.33%</b>	<b>\$8,412,547</b>	<b>2.34%</b>	<b>\$8,609,917</b>	<b>2.35%</b>	<b>\$8,812,691</b>	<b>2.36%</b>
<b>TOTAL EXPENDITURES</b>	<b>\$30,018,542</b>	<b>\$30,677,785</b>	<b>2.20%</b>	<b>\$31,438,185</b>	<b>2.48%</b>	<b>\$32,313,983</b>	<b>2.79%</b>	<b>\$33,203,404</b>	<b>2.75%</b>	<b>\$34,123,492</b>	<b>2.77%</b>

**Budgeted Expenditure Allocation by Object**



**Expenditure Projection**



## Aggregate | Historical Summary

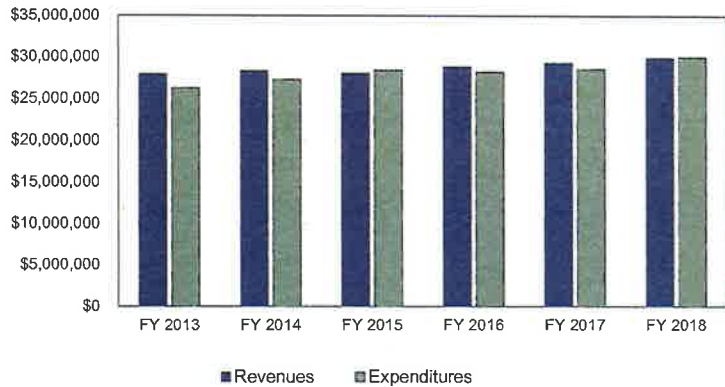
CHSD 94 | Base Model 1/4/2018

	ACTUAL REVENUE / EXPENDITURE								BUDGET		
	FY 2013	FY 2014	% Δ	FY 2015	% Δ	FY 2016	% Δ	FY 2017	% Δ	FY 2018	% Δ
<b>REVENUE</b>											
Local	\$23,096,390	\$23,580,054	2.09%	\$23,927,981	1.48%	\$24,507,006	2.42%	\$25,033,182	2.15%	\$25,257,492	0.90%
State	\$3,845,962	\$3,782,884	-1.64%	\$3,221,256	-14.85%	\$3,438,615	6.75%	\$3,267,633	-4.97%	\$3,631,544	11.14%
Federal	\$998,255	\$962,569	-3.57%	\$903,543	-6.13%	\$913,039	1.05%	\$1,021,164	11.84%	\$1,050,825	2.90%
Other	\$0	\$0		\$2,632		\$0	-100.00%	\$0		\$0	
<b>TOTAL REVENUE</b>	<b>\$27,940,607</b>	<b>\$28,325,507</b>	<b>1.38%</b>	<b>\$28,055,412</b>	<b>-0.95%</b>	<b>\$28,858,660</b>	<b>2.86%</b>	<b>\$29,321,979</b>	<b>1.61%</b>	<b>\$29,939,861</b>	<b>2.11%</b>
<b>EXPENDITURES</b>											
Salary and Benefit Costs	\$19,743,119	\$19,902,915	0.81%	\$20,464,188	2.82%	\$21,084,836	3.03%	\$21,193,167	0.51%	\$22,167,392	4.60%
Other	\$6,498,901	\$7,372,914	13.45%	\$7,944,406	7.75%	\$7,132,885	-10.21%	\$7,398,208	3.72%	\$7,851,150	6.12%
<b>TOTAL EXPENDITURES</b>	<b>\$26,242,020</b>	<b>\$27,275,829</b>	<b>3.94%</b>	<b>\$28,408,594</b>	<b>4.15%</b>	<b>\$28,217,721</b>	<b>-0.67%</b>	<b>\$28,591,374</b>	<b>1.32%</b>	<b>\$30,018,542</b>	<b>4.99%</b>
<b>SURPLUS / DEFICIT</b>	<b>\$1,698,587</b>	<b>\$1,049,678</b>		<b>(\$353,182)</b>		<b>\$640,939</b>		<b>\$730,605</b>		<b>(\$78,681)</b>	
<b>OTHER FINANCING SOURCES / USES</b>											
Other Financing Sources	\$5,052	\$6,099		\$1,072,590		\$8,421		\$4,649		\$2,500	
Other Financing Uses	(\$105,346)	(\$6,099)		(\$4,519,295)		(\$320,576)		(\$800,630)		(\$2,500)	
<b>TOTAL OTHER FIN. SOURCES / USES</b>	<b>(\$100,294)</b>	<b>\$0</b>		<b>(\$3,446,705)</b>		<b>(\$312,155)</b>		<b>(\$795,981)</b>		<b>\$0</b>	
<b>SURPLUS / DEFICIT INCL. OTHER FIN. SOURCES</b>	<b>\$1,598,293</b>	<b>\$1,049,678</b>		<b>(\$3,799,887)</b>		<b>\$328,784</b>		<b>(\$65,376)</b>		<b>(\$78,681)</b>	
<b>BEGINNING FUND BALANCE</b>	<b>\$17,067,606</b>	<b>\$18,665,899</b>		<b>\$19,715,577</b>		<b>\$15,915,690</b>		<b>\$16,244,474</b>		<b>\$16,179,098</b>	
<b>AUDIT ADJUSTMENTS TO FUND BALANCE</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>	
<b>YEAR END BALANCE</b>	<b>\$18,665,899</b>	<b>\$19,715,577</b>		<b>\$15,915,690</b>		<b>\$16,244,474</b>		<b>\$16,179,098</b>		<b>\$16,100,417</b>	
<b>FUND BALANCE AS % OF EXPENDITURES</b>	<b>71.13%</b>	<b>72.28%</b>		<b>56.02%</b>		<b>57.57%</b>		<b>56.59%</b>		<b>53.63%</b>	
<b>FUND BALANCE AS # OF MONTHS OF EXPEND.</b>	<b>8.54</b>	<b>8.67</b>		<b>6.72</b>		<b>6.91</b>		<b>6.79</b>		<b>6.44</b>	

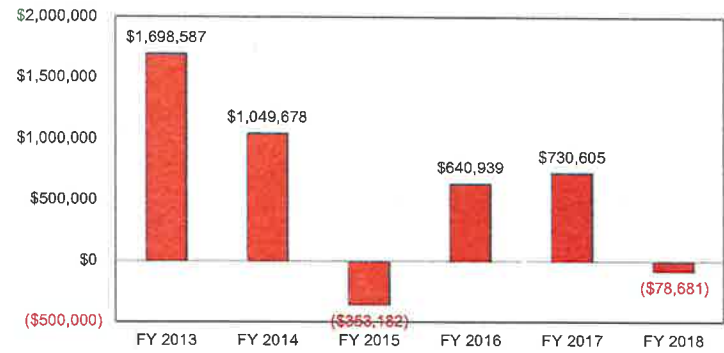
# Aggregate | Historical Summary

CHSD 94 | Base Model 1/4/2018

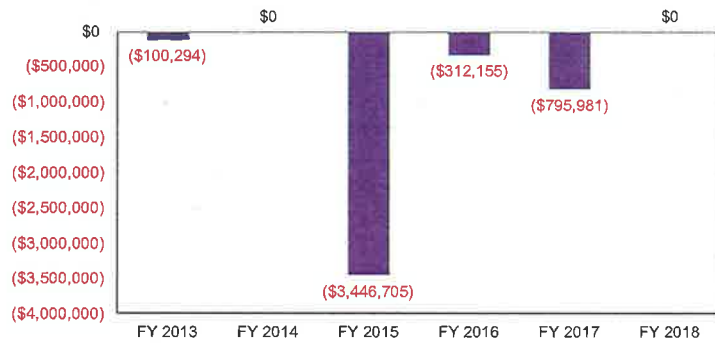
Revenues vs. Expenditures



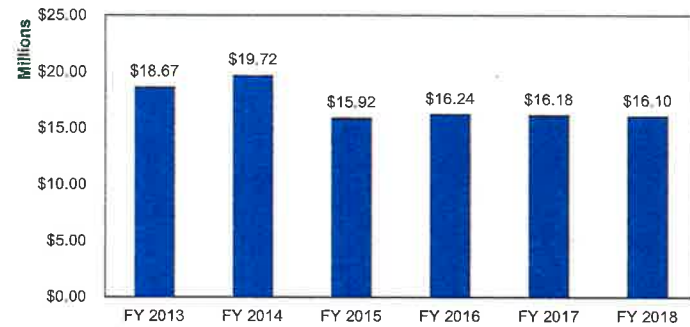
Fiscal Year Surplus / Deficit



Other Financing Sources & Uses



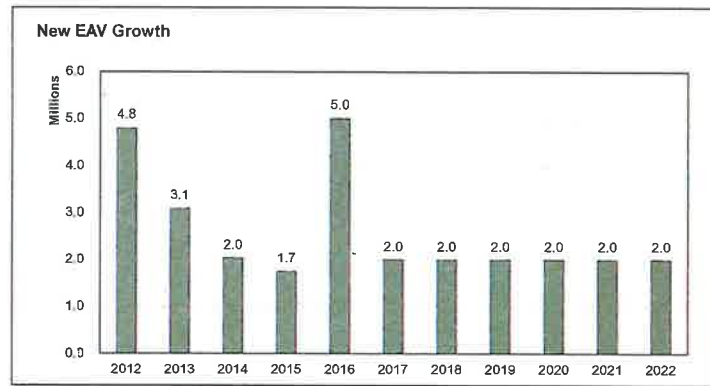
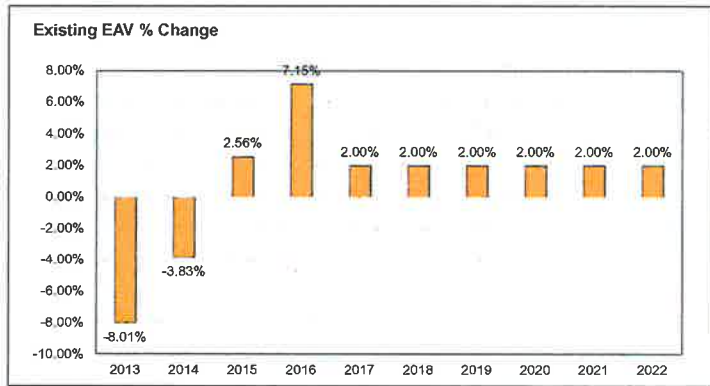
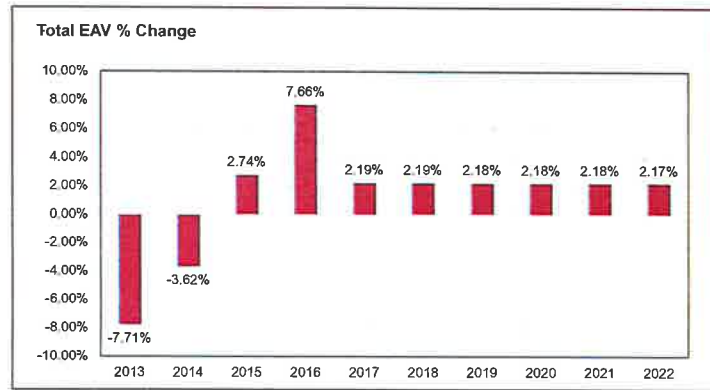
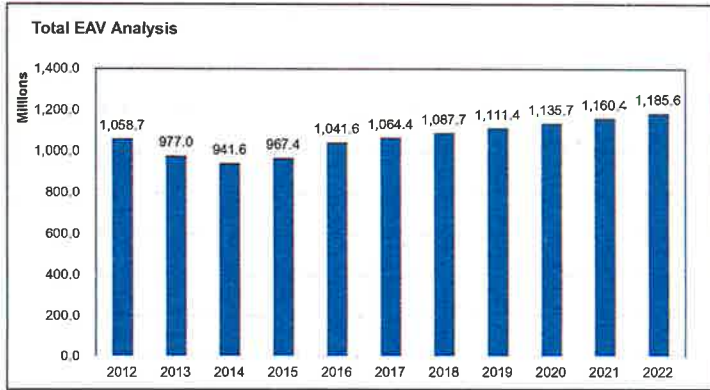
Year End Fund Balances



# Equalized Assessed Valuation Analysis

CHSD 94 | Base Model 1/4/2018

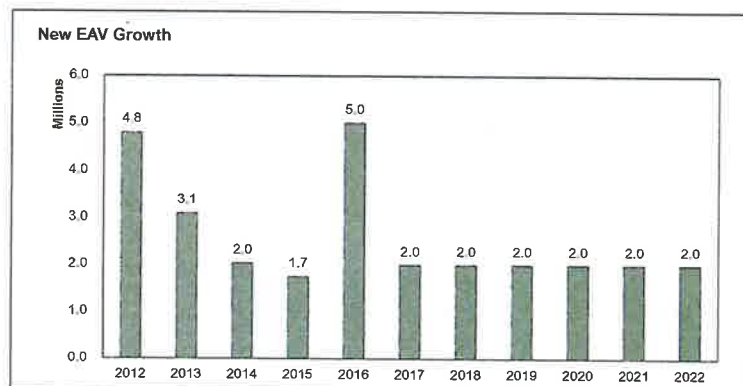
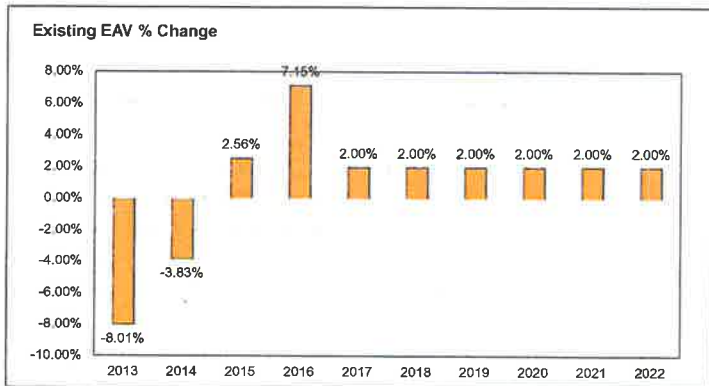
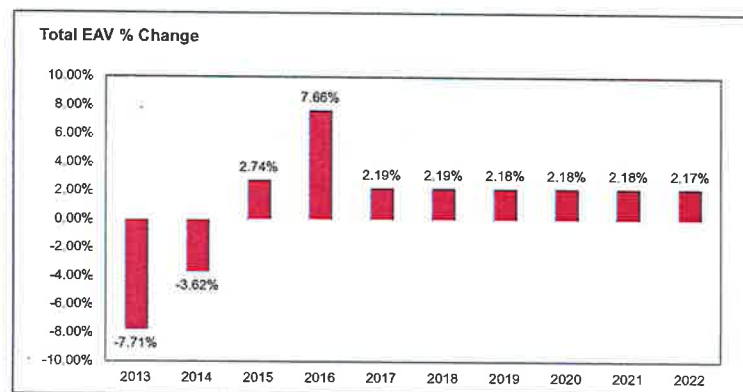
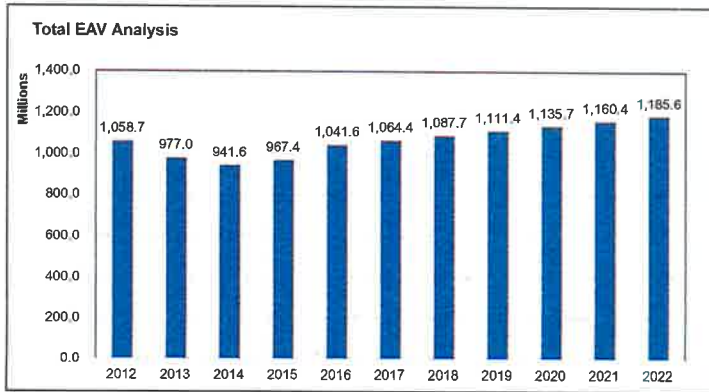
LEVY YEAR	ACTUAL 2012	ACTUAL 2013	ACTUAL 2014	ACTUAL 2015	ACTUAL 2016	PROJECTED 2017	PROJECTED 2018	PROJECTED 2019	PROJECTED 2020	PROJECTED 2021	PROJECTED 2022
Consumer Price Index	3.00%	1.70%	1.50%	0.80%	0.70%	2.10%	2.00%	2.00%	2.00%	2.00%	2.00%
Equalized Assessed Valuation (EAV)	1,058,659,385	977,002,278	941,604,550	967,427,476	1,041,564,268	1,064,395,553	1,087,683,464	1,111,437,134	1,135,665,876	1,160,379,194	1,185,586,778
% Change in EAV		-7.71%	-3.62%	2.74%	7.66%	2.19%	2.19%	2.18%	2.18%	2.18%	2.17%
New Growth	4,795,690	3,092,990	2,035,120	1,748,200	5,004,150	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
% of Total EAV	0.45%	0.32%	0.22%	0.18%	0.48%	0.19%	0.18%	0.18%	0.18%	0.17%	0.17%
Existing EAV		(84,750,097)	(37,432,848)	24,074,728	69,132,842	20,831,285	21,287,911	21,753,689	22,228,743	22,713,318	23,207,584
% of Total EAV		-8.01%	-3.83%	2.55%	7.15%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%



# Equalized Assessed Valuation Analysis

CHSD 94 | Base Model 1/4/2018

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## Extension Analysis and Consumer Price Index Assumptions

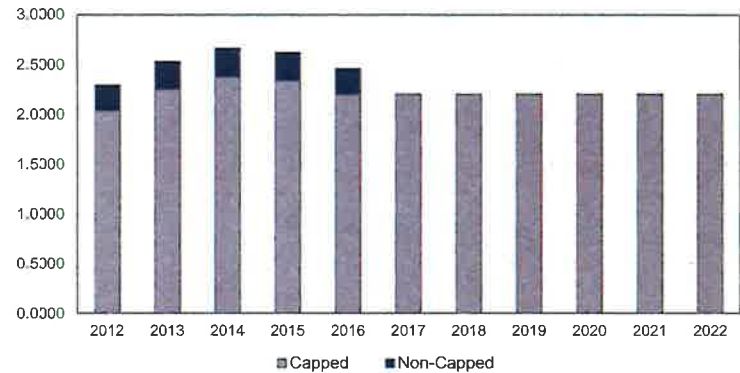
CHSD 94 | Base Model 1/4/2018

	2016		2017		2018		2019		2020		2021		2022	
	Extension	Rate	Extension	Rate	Extension	Rate	Extension	Rate	Extension	Rate	Extension	Rate	Extension	Rate
Education Fund	17,734,715	1.7027	18,141,231	1.7044	18,538,143	1.7044	18,942,993	1.7044	19,355,941	1.7044	19,777,147	1.7044	20,206,777	1.7044
Leasing	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Special Education	231,227	0.0222	236,527	0.0222	241,702	0.0222	245,981	0.0222	252,365	0.0222	257,857	0.0222	263,458	0.0222
Other Tax Levies	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operations & Maintenance Fund	3,171,563	0.3045	3,244,262	0.3048	3,315,243	0.3048	3,387,644	0.3048	3,461,493	0.3048	3,536,819	0.3048	3,613,651	0.3048
Other Tax Levies	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service Fund	2,764,312	0.2654	-	-	-	-	-	-	-	-	-	-	-	-
Transportation Fund	847,833	0.0814	867,267	0.0815	886,242	0.0815	905,597	0.0815	925,338	0.0815	945,475	0.0815	966,014	0.0815
Other Tax Levies	-	-	-	-	-	-	-	-	-	-	-	-	-	-
IMRF Fund	410,376	0.0394	419,783	0.0394	428,967	0.0394	438,336	0.0394	447,891	0.0394	457,638	0.0394	467,579	0.0394
IMRF Fund Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Social Security/Medicare Fund	385,379	0.0370	394,212	0.0370	402,837	0.0370	411,635	0.0370	420,608	0.0370	429,761	0.0370	439,097	0.0370
Other Tax Levies	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Projects Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Working Cash Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tort Fund	157,276	0.0151	160,881	0.0151	164,401	0.0151	167,992	0.0151	171,654	0.0151	175,389	0.0151	179,199	0.0151
Fire Prevention and Safety Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Totals</b>	<b>\$25,702,681</b>	<b>2.4677</b>	<b>\$23,464,165</b>	<b>2.2045</b>	<b>\$23,977,537</b>	<b>2.2045</b>	<b>\$24,501,177</b>	<b>2.2045</b>	<b>\$25,035,290</b>	<b>2.2045</b>	<b>\$25,580,085</b>	<b>2.2045</b>	<b>\$26,135,776</b>	<b>2.2045</b>
<b>Tax-Capped Totals</b>	<b>\$22,938,370</b>	<b>2.2023</b>	<b>\$23,464,165</b>	<b>2.2045</b>	<b>\$23,977,537</b>	<b>2.2045</b>	<b>\$24,501,177</b>	<b>2.2045</b>	<b>\$25,035,290</b>	<b>2.2045</b>	<b>\$25,580,085</b>	<b>2.2045</b>	<b>\$26,135,776</b>	<b>2.2045</b>

**Consumer Price Index**



**Total Tax Rate**



## West Chicago Real Estate Tax Abatement Program

### I. Introduction

Certain taxing districts in the greater City of West Chicago region desire to implement a real estate tax abatement program to incentivize economic development in the region, attract new jobs, and strengthen the local economy (the "Abatement Program"). The real estate tax abatement (an "abatement" or "abatements") authorized for in the Abatement Program is an incentive that certain taxing districts may offer to qualifying redevelopment projects that expand an existing facility or locate a new facility within the jurisdiction of the taxing districts. The Abatement Program allows the benefited property owner / developer to not pay some or all of the real estate taxes levied by the participating taxing districts, in order that the owner / developer of the benefited property have additional funds available to engage in high quality development, create more jobs, and strengthen the local economy. Because the participating taxing districts are abating a portion of their respective real estate tax levies, it is the intent of the Abatement Program that there be a clear purpose and need for an abatement in each instance where an abatement is granted.

### II. Statutory Authority

The Abatement Program is authorized by the Illinois Property Tax Code, 35 ILCS 200/18-165, as amended from time to time ("Section 18-165"). Section 18-165 provides that any taxing district, upon a majority vote of its governing authority, may, after the determination of the assessed value of a property within the taxing district, order the County Clerk to abate all or a portion of the real estate taxes to be received by the taxing district relative to the property. Section 18-165 permits abatements for several types of property. The Abatement Program is limited to abating real estate taxes on the types of properties set forth in Subsections (a)(1)(A), (B) and (C) of Section 18-165, which provide as follows:

The property of any commercial or industrial firm [...]. [...] The abatement shall not exceed a period of 10 years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000.

Section 18-165(a)(1)(A).

The property of any commercial or industrial development of at least (i) 500 acres or (ii) 225 acres in the case of a commercial or industrial development that applies for and is granted designation as a High Impact Business under paragraph (F) of item (3) of subsection (a) of Section 5.5 of the Illinois Enterprise Zone Act, having been created within the taxing district. The abatement shall not exceed a period of 20 years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$12,000,000.

Section 18-165(a)(1)(B).

The property of any commercial or industrial firm currently located in the taxing district that expands a facility or its number of employees. The abatement shall not exceed a period of 10 years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000. The abatement period may be renewed at the option of the taxing districts.

Section 18-165(a)(1)(C).

If Section 18-165 is amended after the adoption of the Abatement Program, the participating taxing districts shall meet and confer, within a reasonable time after approval of the amendment, to determine how the Abatement Program shall be modified, if at all, due to the amendment.

### III. Limitations

Notwithstanding the provisions of Section 18-165, the taxing districts participating in the Abatement Program have agreed to limit the availability of abatements under the Abatement Program as follows:

1. Properties qualifying for abatements are only those set forth in Subsections (a)(1)(A), (B) and (C) of Section 18-165.
2. For an abatement pursuant to Section 18-165(a)(1)(A), the maximum term of an abatement is ten (10) years. For an abatement pursuant to Section 18-165(a)(1)(B), the maximum term of an abatement is twenty (20) years. For an abatement pursuant to Section 18-165(a)(1)(C), the maximum term of an abatement is ten (10) years, with one (1) additional extension of up to ten (10) years available at the discretion of the participating taxing districts.
3. Property within a Tax Increment Financing District is ineligible for an abatement.
4. Abatements will only be available to redevelopment projects which result in both the investment of "new dollars" in an amount of at least One Million and No/100 Dollars (\$1,000,000.00) into the property in question (the "Subject Property"). For example, if a company builds a new building or makes capital improvements to an existing building, those investments would be eligible towards the One Million and No/100 Dollars (\$1,000,000.00) of "new dollars" investment requirement, as the capital improvements will increase the fair market value of the Subject Property, in a manner not merely attributable to the purchase price thereof. However, if a company buys an existing building, even for more than One Million and No/100 Dollars (\$1,000,000.00), but makes no additional improvements to it in excess of One Million and No/100 Dollars (\$1,000,000.00), no abatement would be applicable, as there would be an inadequate "new dollars" investment in the Subject Property. An exception to the "new dollars" investment of at least One Million and No/100 Dollars

(\$1,000,000.00) is for the re-occupancy of a building that has been vacant for at least five (5) years.

- 5. The maximum amount of an abatement shall be capped as set forth in Section 18-165.

Commented [DD1]: Is this necessary to have included in this agreement or are we best represented by deleting this statement

Commented [n2]: It does make existing property more attractive and may spur additional development. Not a big issue on my end.

IV. Eligibility

In order to be eligible for an abatement under the Abatement Program, the property in question (the "Subject Property") must be owner-occupied or leased. Vacant property is not eligible.

Commented [DD3]: My preference would be to leave out the "... or leased" at the end of the sentence.

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An abatement under the Abatement Program will be approved only after execution of an abatement agreement, signed by the owner of the Subject Property, the tenant on the Subject Property, if any, and the taxing districts participating in the Abatement Program (an "Abatement Agreement").

If possession of the Subject Property is subject to a lease, then, prior to an abatement being approved: (1) the signed lease must be provided to the taxing districts participating in the Abatement Program; (2) the lease for the Subject Property must be for a period of five (5) or more years from the date an Abatement Agreement is executed; and (3) an abatement will not be offered in excess of the length of the lease. However, should the Subject Property be subject to a lease with an option for an extended term, an abatement will be offered for the length of the extended term of the lease, subject to the ten (10) year total term length, and subject to the lease being in effect for the full term of the abatement.

Applicants must show a competitive need for the abatement, through evidence of alternative location options, the costs associated with each alternative location, and the financing "gap" as a result of locating on the Subject Property as opposed to the alternative location(s). Evidence to be provided by applicants shall include, but is not limited to: incentive letters, prospective offers from other governmental agencies, other documentation indicating the applicant's interest in alternative locations, and other materials reasonably requested by the taxing districts participating in the Abatement Program. Alternatively, applicants may provide only a "gap" analysis, and a detailed pro forma that shows the need for the requested abatement.

Applicants must provide documentation establishing the pre-abatement fair market value of the Subject Property, and the anticipated fair market value of the Subject Property after the proposed investments and improvements, to allow the participating taxing districts to determine if the increased equalized assessed valuation of the Subject Property warrants an abatement.

Commented [DD4]: Section VI refers to a 14 day period. Is that the same period of time we are looking for to assess the documentation - and is this documentation the materials reviewed by the Review Committee

Recipients of an abatement must abide by the Illinois Prevailing Wage Act for all improvements constructed on the Subject Property, and must comply with all other relevant local, State and Federal laws, ordinances, rules, regulations, and orders.

Commented [n5]: We are to meet within a 14 day window, but have 30 days to make a determination. Yes, these are the materials that we would use for our review.

**V. Additional Provisions**

The year in which a final certificate of occupancy is issued by the City of West Chicago, for the project to which the abatement applies, shall be the first abatement year.

Any applicant approved for an abatement will be required to maintain operations at the Subject Property for the length of the abatement, or else be required to repay the abatement to the taxing districts participating in the abatement.

Immediate repayment of an abatement shall be made if:

- 1. There is a material misrepresentation in the abatement application.
- 2. A breach of the Abatement Agreement is not remedied within the specified timeframe.
- 3. The Subject Property ceases to operate for the purposes agreed to in the Abatement Agreement.
- 4. The business operating on the Subject Property becomes insolvent, but only in the event the insolvency causes the business to cease operations.
- 5. The Subject Property is sold, or the Abatement Agreement is assigned, without the prior written approval of all the taxing districts participating in the Abatement Agreement.

6. Residential improvements are built on the Subject Property, provided, however, that in the event said residential improvements are identified by separate Permanent Index Numbers ("PINs"), the cancellation of the abatement shall apply only to the abatement attributable to the residential PINs.

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Commented [DD6]: My preference would be to put a period (.) at the end of Subject Property in the first line and delete the remainder of the statement. In other words provide no opportunity to sub-divide the property into residential real estate

7. The applicant files tax rate objections or otherwise challenges the rate of taxes levied by and extended by the participating taxing districts against, or the assessment of, the Subject Property during a period of time commencing on the date of the Abatement Agreement and concluding on December 31st of the year in which the last abatement is provided.

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8. The applicant fails to make timely payment (no more than 90 days) of property tax bills

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9. The applicant undertakes efforts to detach from the participating taxing districts.

The applicant will commit to the development of a vocational apprenticeship program in the new facility for students of the high school district.

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**VI. Review of Applications**

A "Review Committee," comprised of the chief administrative officers from those taxing districts participating in the Abatement Program, and whose jurisdiction covers the Subject

Commented [DD7]: Who specifically sits on this committee? In our current situation will the Warrenville Park District be a member as an already determined no vote or will this just be the organizations that are agreeing in concept to abatements?

Commented [n8]: Since Warrenville would not be participating, they would not have a representative on the committee.

Property in relation to which an abatement is sought, shall review each abatement application that is received to ensure its compliance with the eligibility requirements of the Abatement Program. A representative of the DuPage Airport Authority shall participate in the review of all abatements being considered on land it owns.

The Review Committee shall meet within fourteen (14) days of a complete application being received (e.g. all required supporting documentation must be included), and shall make a determination as to whether or not an application meets the eligibility criteria of the Abatement Program. If the Review Committee finds, by a majority vote of those members present and voting at the meeting, that an applicant does not meet the Abatement Program's criteria, the applicant shall be so advised and be given an additional opportunity to cure any defects in its application. If the Review Committee finds, by a majority vote of those members present and voting at the meeting, that an application does meet the Abatement Program criteria, within thirty (30) days following the meeting, each participating taxing districts' governing body may approve an Abatement Agreement with that applicant, and thereafter approve the abatement ordinance and other documents necessary to undertake the approved abatement.

The Review Committee shall monitor compliance with each Abatement Agreement, and recommend to the participating taxing districts when litigation or other action should be taken in the event of a breach of the terms of an Abatement Agreement. The determination of the committee does not limit or prevent individual taxing districts from independently initiating litigation.

**Commented [DD9]:** Is the DuPage Airport Authority abating any taxes? Are they just an advisory representative on this committee? They have always appeared to have a strong vested interest in this as the property landlord

**Commented [n10]:** I'm assuming that this is included to ensure that projects meet FAA requirements

**Commented [DD11]:** Is the materials that are being reviewed spelled out in Section IV?

**Commented [n12]:** Yes, but we should consider whether there are additional materials that we feel that we would need.

**Commented [DD13]:** I would like to add the sentence. "However approval of the review committee is not necessary for individual taxing districts to initiate litigation."

## VII. Economic Incentives

Applicants with approved Abatement Agreements, which shall not exceed the term and amounts set forth in this Abatement Program, which are in compliance with their respective Abatement Agreements, shall receive real estate tax abatements according to the terms of their respective Abatement Agreements. The percentage(s) of real estate taxes abated in each Abatement Agreement shall be negotiated between the applicant and the taxing districts participating in the abatement on a case by case basis.

## **West Chicago Real Estate Tax Abatement Program**

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3. Property within a Tax Increment Financing District is ineligible for an abatement.
4. Abatements will only be available to redevelopment projects which result in both the investment of “new dollars” in an amount of at least One Million and No/100 Dollars (\$1,000,000.00) into the property in question (the “Subject Property”). For example, if a company builds a new building or makes capital improvements to an existing building, those investments would be eligible towards the One Million and No/100 Dollars (\$1,000,000.00) of “new dollars” investment requirement, as the capital improvements will increase the fair market value of the Subject Property, in a manner not merely attributable to the purchase price thereof. However, if a company buys an existing building, even for more than One Million and No/100 Dollars (\$1,000,000.00), but makes no additional improvements to it in excess of One Million and No/100 Dollars (\$1,000,000.00), no abatement would be applicable, as there would be an inadequate “new dollars” investment in the Subject Property. An exception to the “new dollars” investment of at least One Million and No/100 Dollars

(\$1,000,000.00) is for the re-occupancy of a building that has been vacant for at least five (5) years.

5. The maximum amount of an abatement shall be capped as set forth in Section 18-165.

#### **IV. Eligibility**

In order to be eligible for an abatement under the Abatement Program, the property in question (the “Subject Property”) must be owner-occupied. Vacant property is not eligible.

An abatement under the Abatement Program will be approved only after execution of an abatement agreement, signed by the owner of the Subject Property, the tenant on the Subject Property, if any, and the taxing districts participating in the Abatement Program (an “Abatement Agreement”).

If possession of the Subject Property is subject to a lease, then, prior to an abatement being approved: (1) the signed lease must be provided to the taxing districts participating in the Abatement Program; (2) the lease for the Subject Property must be for a period of five (5) or more years from the date an Abatement Agreement is executed; and (3) an abatement will not be offered in excess of the length of the lease. However, should the Subject Property be subject to a lease with an option for an extended term, an abatement will be offered for the length of the extended term of the lease, subject to the ten (10) year total term length, and subject to the lease being in effect for the full term of the abatement.

Applicants must show a competitive need for the abatement, through evidence of alternative location options, the costs associated with each alternative location, and the financing “gap” as a result of locating on the Subject Property as opposed to the alternative location(s). Evidence to be provided by applicants shall include, but is not limited to: incentive letters, prospective offers from other governmental agencies, other documentation indicating the applicant’s interest in alternative locations, and other materials reasonably requested by the taxing districts participating in the Abatement Program. Alternatively, applicants may provide only a “gap” analysis, and a detailed pro forma that shows the need for the requested abatement.

Applicants must provide documentation establishing the pre-abatement fair market value of the Subject Property, and the anticipated fair market value of the Subject Property after the proposed investments and improvements, to allow the participating taxing districts to determine if the increased equalized assessed valuation of the Subject Property warrants an abatement.

Recipients of an abatement must abide by the Illinois Prevailing Wage Act for all improvements constructed on the Subject Property, and must comply with all other relevant local, State and Federal laws, ordinances, rules, regulations, and orders.

## **V. Additional Provisions**

The year in which a final certificate of occupancy is issued by the City of West Chicago, for the project to which the abatement applies, shall be the first abatement year.

Any applicant approved for an abatement will be required to maintain operations at the Subject Property for the length of the abatement, or else be required to repay the abatement to the taxing districts participating in the abatement.

Immediate repayment of an abatement shall be made if:

1. There is a material misrepresentation in the abatement application.
2. A breach of the Abatement Agreement is not remedied within the specified timeframe.
3. The Subject Property ceases to operate for the purposes agreed to in the Abatement Agreement.
4. The business operating on the Subject Property becomes insolvent, but only in the event the insolvency causes the business to cease operations.
5. The Subject Property is sold, or the Abatement Agreement is assigned, without the prior written approval of all the taxing districts participating in the Abatement Agreement.
6. Residential improvements are built on the Subject Property.
7. The applicant files tax rate objections or otherwise challenges the rate of taxes levied by and extended by the participating taxing districts against, or the assessment of, the Subject Property during a period of time commencing on the date of the Abatement Agreement and concluding on December 31st of the year in which the last abatement is provided.
8. The applicant fails to make timely payment (no more than 90 days) of property tax bills
9. The applicant undertakes efforts to detach from the participating taxing districts.

The applicant will commit to the development of a vocational apprenticeship program in the new facility for students of the high school district.

## **VI. Review of Applications**

A "Review Committee," comprised of the chief administrative officers from those taxing districts participating in the Abatement Program, and whose jurisdiction covers the Subject Property in relation to which an abatement is sought, shall review each abatement application that is received to ensure its compliance with the eligibility requirements of the Abatement

Program. A representative of the DuPage Airport Authority shall participate in the review of all abatements being considered on land it owns.

The Review Committee shall meet within fourteen (14) days of a complete application being received (e.g. all required supporting documentation must be included), and shall make a determination as to whether or not an application meets the eligibility criteria of the Abatement Program. If the Review Committee finds, by a majority vote of those members present and voting at the meeting, that an applicant does not meet the Abatement Program's criteria, the applicant shall be so advised and be given an additional opportunity to cure any defects in its application. If the Review Committee finds, by a majority vote of those members present and voting at the meeting, that an application does meet the Abatement Program criteria, within thirty (30) days following the meeting, each participating taxing districts' governing body may approve an Abatement Agreement with that applicant, and thereafter approve the abatement ordinance and other documents necessary to undertake the approved abatement.

The Review Committee shall monitor compliance with each Abatement Agreement, and recommend to the participating taxing districts when litigation or other action should be taken in the event of a breach of the terms of an Abatement Agreement. The determination of the committee does not limit or prevent individual taxing districts from independently initiating litigation.

## **VII. Economic Incentives**

Applicants with approved Abatement Agreements, which shall not exceed the term and amounts set forth in this Abatement Program, which are in compliance with their respective Abatement Agreements, shall receive real estate tax abatements according to the terms of their respective Abatement Agreements. The percentage(s) of real estate taxes abated in each Abatement Agreement shall be negotiated between the applicant and the taxing districts participating in the abatement on a case by case basis.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF WEST CHICAGO, DUPAGE AIRPORT AUTHORITY, WEST  
CHICAGO LIBRARY DISTRICT, WEST CHICAGO FIRE PROTECTION DISTRICT,  
WEST CHICAGO ELEMENTARY SCHOOL DISTRICT 33, COMMUNITY HIGH  
SCHOOL DISTRICT 94 AND NORIX GROUP, INC. IN REGARD TO A PROPERTY  
TAX ABATEMENT RELATIVE TO THE DEVELOPMENT OF THE NORIX PROPERTY**

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date") by and between the CITY OF WEST CHICAGO, an Illinois home rule municipal corporation ("CITY"), the DUPAGE AIRPORT AUTHORITY, an Illinois airport authority ("AIRPORT"), the WEST CHICAGO LIBRARY DISTRICT, an Illinois library district ("LIBRARY"), the WEST CHICAGO FIRE PROTECTION DISTRICT, an Illinois fire protection district ("FIRE PROTECTION DISTRICT"), the WEST CHICAGO ELEMENTARY SCHOOL DISTRICT 33, an Illinois school district ("ELEMENTARY SCHOOL DISTRICT"), the COMMUNITY HIGH SCHOOL DISTRICT 94, an Illinois school district ("HIGH SCHOOL DISTRICT"), and NORIX GROUP, INC., an Illinois corporation ("DEVELOPER"). The CITY, the AIRPORT, the LIBRARY, the FIRE PROTECTION DISTRICT, the ELEMENTARY SCHOOL DISTRICT, the HIGH SCHOOL DISTRICT, and the DEVELOPER are sometimes individually referred to herein as a "Party" and collectively referred to as the "Parties."

**WITNESSETH**

**WHEREAS**, DEVELOPER is under contract to acquire the property commonly known as \_\_\_\_\_, West Chicago, Illinois \_\_\_\_\_, with said property being legally described on EXHIBIT A-1, attached hereto and made part hereof, and depicted on EXHIBIT A-2, attached hereto and made part hereof ("Subject Property"); and

**WHEREAS**, the DEVELOPER desires to develop the Subject Property into a manufacturing and office campus consisting of a building of approximately one hundred seventy five thousand (175,000) square feet on twenty (20) acres, as depicted and further described in EXHIBIT B-1 and EXHIBIT B-2, respectively, attached hereto and made a part hereof (“Project”); and

**WHEREAS**, the DEVELOPER desires to own, develop and operate the Project on the Subject Property; and

**WHEREAS**, in order to induce the DEVELOPER to proceed with the Project, the CITY, the AIRPORT, the LIBRARY, the FIRE PROTECTION DISTRICT, the ELEMENTARY SCHOOL DISTRICT, and the HIGH SCHOOL DISTRICT (collectively the “UNITS OF GOVERNMENT”) agree to provide the DEVELOPER with a partial real estate tax abatement in regard to certain of the real estate taxes assessed by the UNITS OF GOVERNMENT against the Subject Property (“Tax Abatement”); and

**WHEREAS**, the Tax Abatement will provide a real estate tax abatement from the UNITS OF GOVERNMENT to the DEVELOPER pursuant to 35 ILCS 200/18-165 (“Abatement Law”); and

**WHEREAS**, the UNITS OF GOVERNMENT have agreed to provide the Tax Abatement to the DEVELOPER, pursuant to the terms and conditions as set forth in this Agreement, provided the DEVELOPER agrees to refrain from taking any actions, either directly or indirectly, to lower the equalized assessed valuation of the Subject Property, including the Project located thereon, for a period of fifteen (15) years after the Project commences operation, below those equalized assessed valuations as set forth on EXHIBIT C, attached hereto and made part hereof (“Anticipated Assessed Values”); and

**WHEREAS**, the DEVELOPER is in agreement with the restriction set forth above, relative to maintaining the Anticipated Assessed Values for the Subject Property; and

**WHEREAS**, by providing the Tax Abatement, in exchange for the DEVELOPER agreeing to maintain the Anticipated Assessed Values for the Subject Property, the UNITS OF GOVERNMENT will induce the DEVELOPER to cause the Project to be constructed and operated, which will provide future financial benefits for the UNITS OF GOVERNMENT; and

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution, 5 ILCS 220/1 *et seq.* and the CITY'S home rule powers provide the authority for this Agreement; and

**WHEREAS**, it is in the best interests of the Parties to enter into this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. **INCORPORATION OF PREAMBLES.** The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.
2. **DEVELOPER CONDITIONS.** The DEVELOPER'S right to receive the Tax Abatement under this Agreement is expressly conditioned upon the performance by the DEVELOPER of the following conditions. The DEVELOPER shall:
  - A. Acquire title to the Subject Property on or before \_\_\_\_\_, 201\_;
  - B. Construct and operate the Project on the Subject Property in accordance with EXHIBITS B-1 and B-2;
  - C. Obtain certificates of occupancy, or final approvals, for the Project from all governmental entities having jurisdiction over the design and construction of the Project, on or before \_\_\_\_\_, 201\_. The date the DEVELOPER receives the last of the certificates of occupancy or final approvals for the Project from all governmental entities having jurisdiction

over the design and construction of the Project shall be the "Commencement Date." The DEVELOPER shall notify each of the UNITS OF GOVERNMENT of the Commencement Date within fourteen (14) days after the Commencement Date has occurred;

- D. Comply with the real estate tax obligations set forth in Section 4. below; and
- E. Notwithstanding any provision in this Agreement to the contrary, if the DEVELOPER fails to meet any of its obligations in Sections 2.A., 2.B., or 2.C. of this Agreement, the Agreement shall be terminated and be null and void.

**3. REAL ESTATE TAX ABATEMENT.**

A. Subject to the DEVELOPER, or the DEVELOPER's tenant on the Subject Property, being in full compliance with Section 2. above, and Section 4. below, the UNITS OF GOVERNMENT shall provide the DEVELOPER with the Tax Abatement pursuant to the Abatement Law, relative to the real estate taxes assessed against the Subject Property, including the Project located thereon, with said Tax Abatement being:

- 1. For a maximum of ten (10) years, beginning with the real estate taxes levied on the Subject Property, including the Project located thereon, for the next full calendar year after the Commencement Date occurs, which real estate taxes are payable in the year thereafter, even if the dollar amount referenced in Subsection 3.A.2. below has not been abated;
- 2. Limited to a total cumulative amount from the UNITS OF GOVERNMENT combined of Four Million and No/100 Dollars (\$4,000,000.00), even if the Tax Abatement has not occurred for the full ten (10) year period referenced in Subsection 3.A.1. above;
- 3. Limited to Fifty Percent (50%) of the real estate taxes to be received by the UNITS OF GOVERNMENT from the Subject Property, including the Project located thereon, exclusive of real estate taxes received to satisfy any debt service tax levy of general applicability to all property within any one or more of the respective UNITS OF GOVERNMENT, in any given year; and

4. Limited by excluding amounts levied by each of the UNITS OF GOVERNMENT for debt service, and limited in the Abatement Law, and any amendments thereto after the Effective Date.

Within sixty (60) days of the Commencement Date, each of the UNITS OF GOVERNMENT shall adopt the ordinance attached hereto as EXHIBIT D and made a part hereof ("Abatement Ordinance"), and send a certified copy of the Abatement Ordinance to the DuPage County Clerk ("Clerk"), with such changes to the Abatement Ordinance being made to tailor the Abatement Ordinance to the specific ordinance form requirements of each of the UNITS OF GOVERNMENT, and after updating the current P.I.N.s and legal description(s) for the Subject Property, including the Project located thereon, if any. The Parties acknowledge that under the Abatement Law, the Clerk administers the Tax Abatement. The Parties acknowledge that as of the Effective Date, the process for administering the Tax Abatement as is described in EXHIBIT E, attached hereto and made a part hereof, and that the process described in EXHIBIT E may change after the Effective Date. The Parties shall cooperate with one another, and the Clerk, in administering the Tax Abatement. Upon a reasonable request of the Clerk, or any other Party, the Parties shall timely respond to requests for information and documents related to the Tax Abatement, and the Parties shall take all reasonable steps in a timely manner needed to administer the Tax Abatement consistent with the terms of this Agreement.

- B. During the term of this Agreement, if the DEVELOPER ceases operating the Project on the Subject Property, or if the DEVELOPER breaches any

of its obligations in this Agreement, the DEVELOPER shall reimburse the UNITS OF GOVERNMENT the Tax Abatement as follows:

1. If within five (5) years from the Commencement Date, the DEVELOPER shall pay each of the UNITS OF GOVERNMENT its *pro rata* amount of Seventy Five Percent (75%) of the Tax Abatement realized by the DEVELOPER; or
2. If after five (5) years from the Commencement Date, the DEVELOPER shall pay the CITY Fifty Percent (50%) of the Building Permit Waiver Costs and the Natural Gas Utility Rebate, the DEVELOPER shall pay each of the UNITS OF GOVERNMENT its *pro rata* amount of Fifty Percent (50%) of the Tax Abatement realized by the DEVELOPER.

The DEVELOPER's reimbursement obligations herein shall survive, and be binding upon the DEVELOPER, regardless of the termination or expiration of this Agreement. The DEVELOPER shall reimburse the UNITS OF GOVERNMENT within thirty (30) days of a written demand from the UNITS OF GOVERNMENT for such reimbursement.

**4. REAL ESTATE TAX OBLIGATIONS OF THE DEVELOPER.**

- A. The DEVELOPER agrees to pay, or cause to be paid, all general and special real estate taxes levied against its respective interest in the Subject Property, including the Project located thereon, on or prior to the date same is due, and said real estate taxes shall not become delinquent. The DEVELOPER shall deliver evidence of payment of such real estate taxes to the UNITS OF GOVERNMENT upon request.
- B. The DEVELOPER agrees:
  - (1) to not challenge, contest, seek a reduction in or assert tax-exempt status in relation to the real estate taxes assessed against the Subject Property, including the Project located thereon, below the Anticipated Assessed Values, as shown on EXHIBIT C; and
  - (2) to prohibit any third party obligated to pay the real estate taxes, in whole or in part, assessed against the Subject Property, including the Project located thereon, or any portion thereof, from challenging, contesting, seeking a reduction in or asserting tax-

exempt status in relation to the real estate taxes assessed against the Subject Property, including the Project located thereon, below the Anticipated Assessed Values, as shown on EXHIBIT C.

- C. The remedy to each of the UNITS OF GOVERNMENT, in the event of a breach by DEVELOPER of its obligations in Subsection 4.B. above, shall be for the DEVELOPER to pay to each of the UNITS OF GOVERNMENT, on an annual basis, the difference between the actual real estate taxes payable with respect to the Subject Property, including the Project located thereon, and the amount of real estate taxes that would have been due and owing on the Anticipated Assessed Values for such year, after the Tax Abatement for such year (said deficiency shall herein be referred to as the "Tax Deficiency"), plus interest thereon at the prime rate charged by BMO Harris Bank (or its successor) plus Three Percent (3%) per annum for the period beginning on the date the real estate taxes are received by each of the UNITS OF GOVERNMENT for any given year and ending on the date the Tax Deficiency is paid to each of the UNITS OF GOVERNMENT, which shall be due within thirty (30) days of notice from any one (1) of the UNITS OF GOVERNMENT.

**5. GENERAL CONDITIONS/REQUIREMENTS.**

- A. This Agreement is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party.
- B. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which the UNITS OF GOVERNMENT may have under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*, with respect to any claim brought by a third party.
- C. The obligations of the DEVELOPER shall constitute covenants running with the land legally described in Exhibit A-1 and shall be binding on successors and assigns of the DEVELOPER and shall bind all owners of the Subject Property, including the Project located thereon, or any portion thereof.
- D. This Agreement shall be recorded on title to the Subject Property at the expense of the DEVELOPER upon taking effect.
- E. Upon a breach of this Agreement by DEVELOPER, any of the UNITS OF GOVERNMENT may repeal their respective Abatement Ordinance, and any Party, by an action or proceeding solely in equity brought in the 18th Judicial Circuit Court, in DuPage County, Illinois, may secure the specific performance of the covenants and agreements herein contained, for failure of performance.

- F. In the event of a default by any of the Parties, the defaulting Party, as adjudicated by a court of competent jurisdiction, shall pay to the non-defaulting Party / Parties, upon demand, all of the non-defaulting Party's / Parties' reasonable costs, charges and expenses, including, but not limited to, the costs of accountants, consultants, attorneys and others retained by the non-defaulting Party / Parties for the purpose of enforcing any of the obligations of the defaulting Party under this Agreement.
- G. The failure of any Party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, by any other Party, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- H. If the performance by any Party hereunder is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances shall only include acts of God, war, strikes or similar acts of *force majeure*), the time for such performance shall be extended by the amount of time of such delay.
- I. This Agreement shall remain in full force and effect for fifteen (15) years after the Commencement Date.
- J. In the event that any UNIT OF GOVERNMENT's authority under the Abatement Law to carry out its obligation in this Agreement is repealed, become null and void or otherwise become invalid, then the UNIT OF GOVERNMENT's obligations hereunder shall cease and no further obligations of any sort shall be required of the UNIT OF GOVERNMENT. The DEVELOPER shall have no recourse against the affected UNIT OF GOVERNMENT(s) in such event.
- K. No amendment to, or modification of, this Agreement shall be effective unless and until it is in writing and approved by the authorized representative of the DEVELOPER and by each of the UNITS OF LOCAL GOVERNMENT's corporate authorities, and executed and delivered by the authorized representatives of each Party.
- L. If, during the term of this Agreement, any lawsuits or other proceedings are filed or initiated against any Party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of any Party to perform its obligations under, or otherwise to comply with, this Agreement ("Litigation"), the Party against which the Litigation is filed or initiated shall promptly deliver a copy of the complaint or charge related

thereto to the other Parties and shall thereafter keep the other Parties fully informed concerning all aspects of the Litigation. Each Party shall, to the extent necessary, cooperate with the other Parties in this event. The Parties each agree to use their respective best efforts to defend the validity of this Agreement and the Abatement Ordinances adopted pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto.

- M. The DEVELOPER shall and hereby agrees to defend, hold harmless and indemnify the UNITS OF GOVERNMENT, and their respective elected officials, appointed officials, employees, agents and attorneys (collectively the "UNITS OF GOVERNMENT Affiliates") from and against any and all claims, demands, suits, damages, liabilities, losses, expenses, and judgments which may arise relating to this Agreement. The obligation of the DEVELOPER in this regard shall include, but shall not be limited, to all costs and expenses, including reasonable attorneys' fees, incurred by the UNITS OF GOVERNMENT Affiliates in responding to, defending against, or settling any such claims, demands, suits, damages, liabilities, losses, expenses or judgments. The DEVELOPER covenants that it will reimburse the UNITS OF GOVERNMENT Affiliates, or pay over to the UNITS OF GOVERNMENT Affiliates, all sums of money the UNITS OF GOVERNMENT Affiliates pays, or becomes liable to pay, by reason of any of the foregoing; provided, however, that the DEVELOPER's liability under this Section 5.M. shall be limited to the total amount of Tax Abatement that the DEVELOPER has been received pursuant to this Agreement as of the date of any such claim, demand, suit, damage, liability, loss, expense, or judgment. In any suit or proceeding brought hereunder, the UNITS OF GOVERNMENT Affiliates shall have the right to appoint counsel of their own choosing to represent it, the costs and expenses of which shall be paid by the DEVELOPER.

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

A. If to the CITY:

City of West Chicago  
475 Main Street

B. If to the LIBRARY:

West Chicago Library District  
118 West Washington Street

West Chicago, Illinois 60185  
Attention: Mayor

West Chicago, Illinois 60185  
Attention: President

With copies to:

With copies to:

City of West Chicago  
475 Main Street  
West Chicago, Illinois 60185  
Attn: City Administrator

West Chicago Library District  
118 West Washington Street  
West Chicago, Illinois 60185  
Attn: Executive Director

Bond, Dickson & Associates  
400 Knoll Street  
Wheaton, Illinois 60187  
Attn: Patrick Bond

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**C. If to the ELEMENTARY SCHOOL DISTRICT:**

**D. If to the HIGH SCHOOL DISTRICT:**

West Chicago Elementary  
School District 33  
312 East Forest Avenue  
West Chicago, Illinois 60185  
Attention: President

Community High School  
District 94  
157 West Washington Street  
West Chicago, Illinois 60185  
Attention: President

With copies to:

With copies to:

West Chicago Elementary  
School District 33  
312 East Forest Avenue  
West Chicago, Illinois 60185  
Attention: Superintendent

Community High School  
District 94  
157 West Washington Street  
West Chicago, Illinois 60185  
Attention: Superintendent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**E. If to the DUPAGE AIRPORT AUTHORITY:**

**F. If to the DEVELOPER:**

DuPage Airport Authority  
2700 International Drive, Suite 200  
West Chicago, Illinois 60185  
Attention: Chairman

Norix Group, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

With copies to

With a copy to:

DuPage Airport Authority

Meyers & Flowers

2700 International Drive, Suite 200  
West Chicago, Illinois 60185  
Attention: Executive Director  
Law Offices of Schirott, Luetkehans  
& Garner, LLC  
105 E. Irving Park Rd.  
Itasca, IL 60143  
Attention: Phillip A. Luetkehans

3 N. Second Street, Suite 300  
St. Charles, Illinois 60147  
Attention: Andrew E. Kolb

G. If to the FIRE PROTECTION DISTRICT:

West Chicago Fire Protection District  
200 Freemont Street  
West Chicago, Illinois 60185  
Attention: President

With copies to:

West Chicago Fire Protection District  
200 Freemont Street  
West Chicago, Illinois 60185  
Attention: Fire Chief

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

or to such other address, or additional individuals/entities, as any Party may from time to time designate in a written notice to the other Parties. Service by personal delivery shall be deemed given when delivery occurs, and service by certified or registered mail shall be deemed given three (3) days after depositing same in the mail.

7. **COUNTERPARTS.** This Agreement may be executed simultaneously in up to seven (7) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
8. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding

between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

9. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date the last of the Parties execute this Agreement as set forth below, which date shall be filled in on page 1 hereof.

**IN WITNESS WHEREOF**, the CITY, pursuant to authority granted by the adoption of a Motion/Resolution by its City Council, has caused this Agreement to be executed by its Mayor and attested by its Clerk; the AIRPORT, pursuant to authority granted by the adoption of a Motion/Resolution by its Board of Commissioners, has caused this Agreement to be signed by its Chairman and attested by its Secretary; the LIBRARY, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Trustees, has caused this Agreement to be signed by its President and attested by its Secretary; the FIRE PROTECTION DISTRICT, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Trustees, has caused this Agreement to be signed by its President and attested by its Secretary; the ELEMENTARY SCHOOL DISTRICT, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Education, has caused this Agreement to be signed by its President and attested by its Secretary; the HIGH SCHOOL DISTRICT, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Education, has caused this Agreement to be signed by its President and attested by its

Secretary; and DEVELOPER, pursuant to proper authority granted in accordance with its organizational documents, has caused this Agreement to be executed by its President and attested by its Secretary.

**CITY OF WEST CHICAGO**

**WEST CHICAGO PUBLIC LIBRARY DISTRICT**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**WEST CHICAGO ELEMENTARY SCHOOL DISTRICT 33**

**WEST CHICAGO COMMUNITY HIGH SCHOOL DISTRICT 94**

By: \_\_\_\_\_  
\_\_\_\_\_, President

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**DUPAGE AIRPORT AUTHORITY**

**NORIX GROUP, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**WEST CHICAGO FIRE PROTECTION  
DISTRICT**

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the Mayor and City Clerk of the City of West Chicago, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively, appeared before me this day in person and severally acknowledged that, as such Mayor and City Clerk, they signed and delivered the signed instrument, pursuant to authority given by the City of West Chicago, as their free and voluntary act, and as the free and voluntary act and deed of said City of West Chicago, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the West Chicago Public Library District, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Public Library District, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Public Library District, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the West Chicago Fire Protection District, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Fire Protection District, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Fire Protection District, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the West Chicago Elementary School District 33, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Elementary School District 33, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Elementary School District 33, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the West Community High School District 94, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Community High School District 94, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Community High School District 94, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF DUPAGE      )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the Chairman and Secretary of the DuPage Airport Authority, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Chairman and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such Chairman and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the DuPage Airport Authority, as their free and voluntary act, and as the free and voluntary act and deed of said DuPage Airport Authority, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**EXHIBIT A-1**

**Legal Description of Subject Property**

(attached)

[LEGAL DESCRIPTION]

P.I.N.: \_\_\_\_\_

Common address: \_\_\_\_\_, West Chicago, Illinois

**EXHIBIT A-2**

**Depiction of Subject Property**

(attached)

EXHIBIT B-1

**Project Site Plan**

(attached)

EXHIBIT B-2

**Project Description**

(attached)

**EXHIBIT C**

**Anticipated Assessed Values**

<u>Year</u>	<u>Anticipated Assessed Values</u>
Year 1	\$619,683.27
Year 2	\$638,273.77
Year 3	\$657,421.98
Year 4	\$677,144.64
Year 5	\$697,458.98
Year 6	\$718,382.75
Year 7	\$739,934.23
Year 8	\$762,132.26
Year 9	\$784,996.23
Year 10	\$808,546.11
Year 11	\$832,802.50
Year 12	\$857,786.57
Year 13	\$883,520.17
Year 14	\$910,025.77
Year 15	\$937,326.55
	<u>\$11,525,435.7</u>
	8

EXHIBIT D

**Abatement Ordinance**

(attached)

**ORDINANCE PROVIDING FOR REAL ESTATE TAX ABATEMENT**

**WHEREAS**, the Illinois Property Tax Code, 35 ILCS 200/18-165, authorizes any taxing district to abate its taxes in relation to a specific property; and

**WHEREAS**, in “An Intergovernmental Agreement Between the City of West Chicago, DuPage Airport Authority, West Chicago Library District, West Chicago Fire Protection District, West Chicago Elementary School District 33, Community High School District 94 and Norix Group, Inc. in Regard to a Property Tax Abatement Relative to the Development of the Subject Property,” dated \_\_\_\_\_, 2018 (“IGA”), the [City Council / Board of Trustees / Board of Commissioners / Board of Education] of the [Unit of Government] previously determined it to be in its best interests to abate a portion of its taxes on the real estate legally described in **Exhibit 1**, attached hereto and made a part hereof (“Subject Property”), in order to encourage a commercial firm to redevelop the Subject Property; and

**WHEREAS**, the conditions of the IGA for the abatement of a portion of the taxes on the Subject Property have been met; and

**WHEREAS**, in the IGA, this [City Council / Board of Trustees / Board of Commissioners / Board of Education] previously determined such abatement of taxes to be in the best interests of its tax payers in order to encourage a commercial firm to redevelop the Subject Property, increase the tax base, and increase employment opportunities; and

**NOW, THEREFORE, BE IT ORDAINED** by the [Mayor / Chairman / President] and [City Council / Board of Trustees / Board of Commissioners / Board of Education] of the [Unit of Government], DuPage County, Illinois, as follows:

**Section 1.** This [City Council / Board of Trustees / Board of Commissioners / Board of Education] hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does now incorporate the same herein by reference.

**Section 2.** The County Clerk of DuPage County, Illinois is hereby ordered to abate the real estate taxes to be extended on the Subject Property, on behalf of the [Unit of Government] according to the rate set forth in Section 3 below, but excluding any levy or levies for debt service (“Abatement Rate”), commencing at the start of the next calendar year after the year in which this Ordinance is passed. However, in no event shall the aggregate abatement of real estate taxes levied against the Subject Property by the [Unit of Government], together with real estate taxes levied against the Subject Property and abated in previous and future years by all other taxing districts, exceed the total of Four Million and No/100 Dollars (\$4,000,000.00).

**Section 3.** The Abatement Rate shall be Fifty Percent (50%) of the real estate taxes to be extended on the Subject Property on behalf of the [Unit of Government].

**Section 4.** The [Mayor / Chairman / President] and [Clerk / Secretary] of this [Unit of Government] are hereby authorized and directed to execute this Ordinance and cause a certified copy of the same to be filed with the County Clerk of DuPage County, Illinois.

**Section 5.** This Ordinance shall be in full force and effect upon its adoption and publication.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the Corporate Authorities of the [Unit of Government] on a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by the [Mayor / Chairman / President] of the [Unit of Government] on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
[Mayor / Chairman / President]

ATTEST:

\_\_\_\_\_  
[Clerk / Secretary]

[Published in pamphlet form / Published in the \_\_\_\_\_ newspaper, being a newspaper of general circulation within the [Unit of Government] this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.]

EXHIBIT 1

**LEGAL DESCRIPTION OF THE SUBJECT PROPERTY**

(attached)

[LEGAL DESCRIPTION]

P.I.N.: \_\_\_\_\_

Common address: \_\_\_\_\_, West Chicago, Illinois

EXHIBIT E

**ABATEMENT PROCESS**

Capitalized terms in this EXHIBIT E shall have the meanings as set forth for said terms in the "Intergovernmental Agreement Between The City Of West Chicago, DuPage Airport Authority, West Chicago Library District, West Chicago Fire Protection District, West Chicago Elementary School District 33, Community High School District 94 And Norix Group, Inc. In Regard To A Property Tax Abatement Relative To The Development Of The Norix Property" ("IGA"), unless otherwise defined in this EXHIBIT E.

As of the Effective Date of the IGA, the process for administering the Tax Abatement is:

1. Within sixty (60) days of the Commencement Date, each UNIT OF GOVERNMENT shall adopt an Abatement Ordinance, and send a certified copy of its Abatement Ordinance to the Clerk.
2. The Clerk shall, at the time the tentative tax rates are prepared for each year's property tax levy, send to the chief executive officer of each of the UNITS OF GOVERNMENT a letter setting forth, with respect to the Tax Abatement, the parcel(s) affected, the amount of property taxes to be levied, and the amount of the abatement attributable to each of the UNITS OF GOVERNMENT ("Abatement Letter").
3. Each of the UNITS OF GOVERNMENT shall, each year, review the Abatement Letter from the Clerk, note any changes in the information provided, and then sign and return the Abatement Letter to the Clerk, all within seven (7) days of receipt of the Abatement Letter.
4. The Clerk shall track and account for the total Tax Abatement paid to the DEVELOPER.
5. The Clerk shall calculate the property tax levy for each of the UNITS OF GOVERNMENT taking the Tax Abatement into account, as approved by each of the UNITS OF GOVERNMENT with regard to its annual Abatement Letter.
6. The Tax Abatement for the Subject Property abated in previous and future years by all other taxing districts, shall not exceed the total of Four Million and No/100 Dollars (\$4,000,000.00).

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF WEST CHICAGO, DUPAGE AIRPORT AUTHORITY, WEST  
CHICAGO LIBRARY DISTRICT, WEST CHICAGO FIRE PROTECTION DISTRICT,  
WEST CHICAGO ELEMENTARY SCHOOL DISTRICT 33, COMMUNITY HIGH  
SCHOOL DISTRICT 94 AND DISCOVERY DRIVE INVESTORS, LLC IN REGARD TO  
A PROPERTY TAX ABATEMENT RELATIVE TO THE DEVELOPMENT OF THE  
DISCOVERY DRIVE INVESTORS PROPERTY**

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date") by and between the CITY OF WEST CHICAGO, an Illinois home rule municipal corporation ("CITY"), the DUPAGE AIRPORT AUTHORITY, an Illinois airport authority ("AIRPORT"), the WEST CHICAGO LIBRARY DISTRICT, an Illinois library district ("LIBRARY"), the WEST CHICAGO FIRE PROTECTION DISTRICT, an Illinois fire protection district ("FIRE PROTECTION DISTRICT"), the WEST CHICAGO ELEMENTARY SCHOOL DISTRICT 33, an Illinois school district ("ELEMENTARY SCHOOL DISTRICT"), the COMMUNITY HIGH SCHOOL DISTRICT 94, an Illinois school district ("HIGH SCHOOL DISTRICT"), and DISCOVERY DRIVE INVESTORS, LLC, a \_\_\_\_\_ limited liability corporation authorized to conduct business in the State of Illinois ("DEVELOPER"). The CITY, the AIRPORT, the LIBRARY, the FIRE PROTECTION DISTRICT, the ELEMENTARY SCHOOL DISTRICT, the HIGH SCHOOL DISTRICT, and the DEVELOPER are sometimes individually referred to herein as a "Party" and collectively referred to as the "Parties."

**WITNESSETH**

**WHEREAS**, DEVELOPER is under contract to acquire the property commonly known as \_\_\_\_\_, West Chicago, Illinois \_\_\_\_\_, with said property being legally described on EXHIBIT A-1, attached hereto and made part hereof, and depicted

on EXHIBIT A-2, attached hereto and made part hereof ("Subject Property"); and

**WHEREAS**, the DEVELOPER desires to develop the Subject Property into a warehouse and/or manufacturing operation consisting of a building of approximately eight hundred thousand (800,000) square feet on thirty-nine (39) acres, as depicted and further described in EXHIBIT B-1 and EXHIBIT B-2, respectively, attached hereto and made a part hereof ("Project"); and

**WHEREAS**, the DEVELOPER desires to own, develop and operate the Project on the Subject Property; and

**WHEREAS**, in order to induce the DEVELOPER to proceed with the Project, the CITY, the AIRPORT, the LIBRARY, the FIRE PROTECTION DISTRICT, the ELEMENTARY SCHOOL DISTRICT, and the HIGH SCHOOL DISTRICT (collectively the "UNITS OF GOVERNMENT") agree to provide the DEVELOPER with a partial real estate tax abatement in regard to certain of the real estate taxes assessed by the UNITS OF GOVERNMENT against the Subject Property ("Tax Abatement"); and

**WHEREAS**, the Tax Abatement will provide a real estate tax abatement from the UNITS OF GOVERNMENT to the DEVELOPER pursuant to 35 ILCS 200/18-165 ("Abatement Law"); and

**WHEREAS**, the UNITS OF GOVERNMENT have agreed to provide the Tax Abatement to the DEVELOPER, pursuant to the terms and conditions as set forth in this Agreement, provided the DEVELOPER agrees to refrain from taking any actions, either directly or indirectly, to lower the equalized assessed valuation of the Subject Property, including the Project located thereon, for a period of fifteen (15) years after the Project commences operation, below those equalized assessed valuations as set forth on

EXHIBIT C, attached hereto and made part hereof ("Anticipated Assessed Values"); and

**WHEREAS**, the DEVELOPER is in agreement with the restriction set forth above, relative to maintaining the Anticipated Assessed Values for the Subject Property; and

**WHEREAS**, by providing the Tax Abatement, in exchange for the DEVELOPER agreeing to maintain the Anticipated Assessed Values for the Subject Property, the UNITS OF GOVERNMENT will induce the DEVELOPER to cause the Project to be constructed and operated, which will provide future financial benefits for the UNITS OF GOVERNMENT; and

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution, 5 ILCS 220/1 *et seq.* and the CITY'S home rule powers provide the authority for this Agreement; and

**WHEREAS**, it is in the best interests of the Parties to enter into this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. **INCORPORATION OF PREAMBLES.** The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.
2. **DEVELOPER CONDITIONS.** The DEVELOPER'S right to receive the Tax Abatement under this Agreement is expressly conditioned upon the performance by the DEVELOPER, or the DEVELOPER's tenant on the Subject Property, of the following conditions. The DEVELOPER, or the DEVELOPER's tenant on the Subject Property, shall:
  - A. Acquire title to the Subject Property on or before \_\_\_\_\_, 201\_;
  - B. Construct and operate the Project on the Subject Property in accordance with EXHIBITS B-1 and B-2;

- C. Obtain certificates of occupancy, or final approvals, for the Project from all governmental entities having jurisdiction over the design and construction of the Project, on or before \_\_\_\_\_, 201\_. The date the DEVELOPER receives the last of the certificates of occupancy or final approvals for the Project from all governmental entities having jurisdiction over the design and construction of the Project shall be the "Commencement Date." The DEVELOPER shall notify each of the UNITS OF GOVERNMENT of the Commencement Date within fourteen (14) days after the Commencement Date has occurred;
- D. Comply with the real estate tax obligations set forth in Section 4. below; and
- E. Notwithstanding any provision in this Agreement to the contrary, if the DEVELOPER, or the DEVELOPER's tenant on the Subject Property, fails to meet any of its obligations in Sections 2.A., 2.B., or 2.C. of this Agreement, the Agreement shall be terminated and be null and void.

**3. REAL ESTATE TAX ABATEMENT.**

- A. Subject to the DEVELOPER, or the DEVELOPER's tenant on the Subject Property, being in full compliance with Section 2. above, and Section 4. below, the UNITS OF GOVERNMENT shall provide the DEVELOPER with the Tax Abatement pursuant to the Abatement Law, relative to the real estate taxes assessed against the Subject Property, including the Project located thereon, with said Tax Abatement being:
  - 1. For a maximum of ten (10) years, beginning with the real estate taxes levied on the Subject Property, including the Project located thereon, for the next full calendar year after the Commencement Date occurs, which real estate taxes are payable in the year thereafter, even if the dollar amount referenced in Subsection 3.A.2. below has not been abated;
  - 2. Limited to a total cumulative amount from the UNITS OF GOVERNMENT combined of Four Million and No/100 Dollars (\$4,000,000.00), even if the Tax Abatement has not occurred for the full ten (10) year period referenced in Subsection 3.A.1. above;
  - 3. Limited to Fifty Percent (50%) of the real estate taxes to be received

by the UNITS OF GOVERNMENT from the Subject Property, including the Project located thereon, exclusive of real estate taxes received to satisfy any debt service tax levy of general applicability to all property within any one or more of the respective UNITS OF GOVERNMENT, in any given year; and

4. Limited by excluding amounts levied by each of the UNITS OF GOVERNMENT for debt service, and limited in the Abatement Law, and any amendments thereto after the Effective Date.

Within sixty (60) days of the Commencement Date, each of the UNITS OF GOVERNMENT shall adopt the ordinance attached hereto as EXHIBIT D and made a part hereof ("Abatement Ordinance"), and send a certified copy of the Abatement Ordinance to the DuPage County Clerk ("Clerk"), with such changes to the Abatement Ordinance being made to tailor the Abatement Ordinance to the specific ordinance form requirements of each of the UNITS OF GOVERNMENT, and after updating the current P.I.N.s and legal description(s) for the Subject Property, including the Project located thereon, if any. The Parties acknowledge that under the Abatement Law, the Clerk administers the Tax Abatement. The Parties acknowledge that as of the Effective Date, the process for administering the Tax Abatement as is described in EXHIBIT E, attached hereto and made a part hereof, and that the process described in EXHIBIT E may change after the Effective Date. The Parties shall cooperate with one another, and the Clerk, in administering the Tax Abatement. Upon a reasonable request of the Clerk, or any other Party, the Parties shall timely respond to requests for information and documents related to the Tax Abatement, and the Parties shall take all reasonable steps in a timely manner needed to

administer the Tax Abatement consistent with the terms of this Agreement.

- B. During the term of this Agreement, if the DEVELOPER ceases operating the Project on the Subject Property, or if the DEVELOPER breaches any of its obligations in this Agreement, the DEVELOPER shall reimburse the UNITS OF GOVERNMENT the Tax Abatement as follows:

1. If within five (5) years from the Commencement Date, the DEVELOPER shall pay each of the UNITS OF GOVERNMENT its *pro rata* amount of Seventy Five Percent (75%) of the Tax Abatement realized by the DEVELOPER; or
2. If after five (5) years from the Commencement Date, the DEVELOPER shall pay the CITY Fifty Percent (50%) of the Building Permit Waiver Costs and the Natural Gas Utility Rebate, the DEVELOPER shall pay each of the UNITS OF GOVERNMENT its *pro rata* amount of Fifty Percent (50%) of the Tax Abatement realized by the DEVELOPER.

The DEVELOPER's reimbursement obligations herein shall survive, and be binding upon the DEVELOPER, regardless of the termination or expiration of this Agreement. The DEVELOPER shall reimburse the UNITS OF GOVERNMENT within thirty (30) days of a written demand from the UNITS OF GOVERNMENT for such reimbursement.

**4. REAL ESTATE TAX OBLIGATIONS OF THE DEVELOPER.**

- A. The DEVELOPER agrees to pay, or cause to be paid, all general and special real estate taxes levied against its respective interest in the Subject Property, including the Project located thereon, on or prior to the date same is due, and said real estate taxes shall not become delinquent. The DEVELOPER shall deliver evidence of payment of such real estate taxes to the UNITS OF GOVERNMENT upon request.
- B. The DEVELOPER agrees:
- (1) to not challenge, contest, seek, or allow a reduction in or assert tax-exempt status in relation to the real estate taxes assessed against the Subject Property, including the Project located thereon, below

the Anticipated Assessed Values, as shown on EXHIBIT C; and

- (2) to prohibit any third party obligated to pay the real estate taxes, in whole or in part, assessed against the Subject Property, including the Project located thereon, or any portion thereof, from challenging, contesting, seeking a reduction in or asserting tax-exempt status in relation to the real estate taxes assessed against the Subject Property, including the Project located thereon, below the Anticipated Assessed Values, as shown on EXHIBIT C.

- C. The remedy to each of the UNITS OF GOVERNMENT, in the event of a breach by DEVELOPER of its obligations in Subsection 4.B. above, shall be for the DEVELOPER to pay to each of the UNITS OF GOVERNMENT, on an annual basis, the difference between the actual real estate taxes payable with respect to the Subject Property, including the Project located thereon, and the amount of real estate taxes that would have been due and owing on the Anticipated Assessed Values for such year, after the Tax Abatement for such year (said deficiency shall herein be referred to as the "Tax Deficiency"), plus interest thereon at the prime rate charged by BMO Harris Bank (or its successor) plus Three Percent (3%) per annum for the period beginning on the date the real estate taxes are received by each of the UNITS OF GOVERNMENT for any given year and ending on the date the Tax Deficiency is paid to each of the UNITS OF GOVERNMENT, which shall be due within thirty (30) days of notice from any one (1) of the UNITS OF GOVERNMENT.

## **5. GENERAL CONDITIONS/REQUIREMENTS.**

- A. This Agreement is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party.
- B. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which the UNITS OF GOVERNMENT may have under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*, with respect to any claim brought by a third party.
- C. The obligations of the DEVELOPER shall constitute covenants running with the land legally described in Exhibit A-1 and shall be binding on successors and assigns of the DEVELOPER and shall bind all owners of the Subject Property, including the Project located thereon, or any portion thereof.
- D. This Agreement shall be recorded on title to the Subject Property at the expense of the DEVELOPER upon taking effect.

- E. Upon a breach of this Agreement by DEVELOPER, any of the UNITS OF GOVERNMENT may repeal their respective Abatement Ordinance, and any Party, by an action or proceeding solely in equity brought in the 18th Judicial Circuit Court, in DuPage County, Illinois, may secure the specific performance of the covenants and agreements herein contained, for failure of performance.
- F. In the event of a default by any of the Parties, the defaulting Party, as adjudicated by a court of competent jurisdiction, shall pay to the non-defaulting Party / Parties, upon demand, all of the non-defaulting Party's / Parties' reasonable costs, charges and expenses, including, but not limited to, the costs of accountants, consultants, attorneys and others retained by the non-defaulting Party / Parties for the purpose of enforcing any of the obligations of the defaulting Party under this Agreement.
- G. The failure of any Party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, by any other Party, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- H. If the performance by any Party hereunder is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances shall only include acts of God, war, strikes or similar acts of *force majeure*), the time for such performance shall be extended by the amount of time of such delay.
- I. This Agreement shall remain in full force and effect for fifteen (15) years after the Commencement Date.
- J. In the event that any UNIT OF GOVERNMENT's authority under the Abatement Law to carry out its obligation in this Agreement is repealed, become null and void or otherwise become invalid, then the UNIT OF GOVERNMENT's obligations hereunder shall cease and no further obligations of any sort shall be required of the UNIT OF GOVERNMENT. The DEVELOPER shall have no recourse against the affected UNIT OF GOVERNMENT(s) in such event.
- K. No amendment to, or modification of, this Agreement shall be effective unless and until it is in writing and approved by the authorized representative of the DEVELOPER and by each of the UNITS OF LOCAL GOVERNMENT's corporate authorities, and executed and delivered by the authorized representatives of each Party.
- L. If, during the term of this Agreement, any lawsuits or other proceedings

are filed or initiated against any Party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of any Party to perform its obligations under, or otherwise to comply with, this Agreement (“Litigation”), the Party against which the Litigation is filed or initiated shall promptly deliver a copy of the complaint or charge related thereto to the other Parties and shall thereafter keep the other Parties fully informed concerning all aspects of the Litigation. Each Party shall, to the extent necessary, cooperate with the other Parties in this event. The Parties each agree to use their respective best efforts to defend the validity of this Agreement and the Abatement Ordinances adopted pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto.

- M. The DEVELOPER shall and hereby agrees to defend, hold harmless and indemnify the UNITS OF GOVERNMENT, and their respective elected officials, appointed officials, employees, agents and attorneys (collectively the “UNITS OF GOVERNMENT Affiliates”) from and against any and all claims, demands, suits, damages, liabilities, losses, expenses, and judgments which may arise relating to this Agreement. The obligation of the DEVELOPER in this regard shall include, but shall not be limited, to all costs and expenses, including reasonable attorneys' fees, incurred by the UNITS OF GOVERNMENT Affiliates in responding to, defending against, or settling any such claims, demands, suits, damages, liabilities, losses, expenses or judgments. The DEVELOPER covenants that it will reimburse the UNITS OF GOVERNMENT Affiliates, or pay over to the UNITS OF GOVERNMENT Affiliates, all sums of money the UNITS OF GOVERNMENT Affiliates pays, or becomes liable to pay, by reason of any of the foregoing; provided, however, that the DEVELOPER’s liability under this Section 5.M. shall be limited to the total amount of Tax Abatement that the DEVELOPER has been received pursuant to this Agreement as of the date of any such claim, demand, suit, damage, liability, loss, expense, or judgment. In any suit or proceeding brought hereunder, the UNITS OF GOVERNMENT Affiliates shall have the right to appoint counsel of their own choosing to represent it, the costs and expenses of which shall be paid by the DEVELOPER.

6. **NOTICES.** Notice or other writings which any Party is required to, or may wish to, serve upon any other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail,

return receipt requested, postage prepaid, addressed as follows:

A. If to the CITY:

City of West Chicago  
475 Main Street  
West Chicago, Illinois 60185  
Attention: Mayor

With copies to:

City of West Chicago  
475 Main Street  
West Chicago, Illinois 60185  
Attn: City Administrator

Bond, Dickson & Associates  
400 Knoll Street  
Wheaton, Illinois 60187  
Attn: Patrick Bond

B. If to the LIBRARY:

West Chicago Library District  
118 West Washington Street  
West Chicago, Illinois 60185  
Attention: President

With copies to:

West Chicago Library District  
118 West Washington Street  
West Chicago, Illinois 60185  
Attn: Executive Director

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

C. If to the ELEMENTARY SCHOOL DISTRICT:

West Chicago Elementary  
School District 33  
312 East Forest Avenue  
West Chicago, Illinois 60185  
Attention: President

With copies to:

West Chicago Elementary  
School District 33  
312 East Forest Avenue  
West Chicago, Illinois 60185  
Attention: Superintendent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

D. If to the HIGH SCHOOL DISTRICT:

Community High School  
District 94  
157 West Washington Street  
West Chicago, Illinois 60185  
Attention: President

With copies to:

Community High School  
District 94  
157 West Washington Street  
West Chicago, Illinois 60185  
Attention: Superintendent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

E. If to the DUPAGE AIRPORT AUTHORITY:

DuPage Airport Authority  
2700 International Drive, Suite 200

F. If to the DEVELOPER:

Discovery Drive Investors, LLC  
\_\_\_\_\_

West Chicago, Illinois 60185  
Attention: Chairman

\_\_\_\_\_  
Attention: \_\_\_\_\_

With copies to

With a copy to:

DuPage Airport Authority  
2700 International Drive, Suite 200  
West Chicago, Illinois 60185  
Attention: Executive Director

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Law Offices of Schirott, Luetkehans  
& Garner, LLC  
105 E. Irving Park Rd.  
Itasca, IL 60143  
Attention: Phillip A. Luetkehans

G. If to the FIRE PROTECTION DISTRICT:

West Chicago Fire Protection District  
200 Fremont Street  
West Chicago, Illinois 60185  
Attention: President

With copies to:

West Chicago Fire Protection District  
200 Fremont Street  
West Chicago, Illinois 60185  
Attention: Fire Chief

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

or to such other address, or additional individuals/entities, as any Party may from time to time designate in a written notice to the other Parties. Service by personal delivery shall be deemed given when delivery occurs, and service by certified or registered mail shall be deemed given three (3) days after depositing same in the mail.

7. **COUNTERPARTS.** This Agreement may be executed simultaneously in up to

seven (7) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

8. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.
9. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date the last of the Parties execute this Agreement as set forth below, which date shall be filled in on page 1 hereof.

**IN WITNESS WHEREOF**, the CITY, pursuant to authority granted by the adoption of a Motion/Resolution by its City Council, has caused this Agreement to be executed by its Mayor and attested by its Clerk; the AIRPORT, pursuant to authority granted by the adoption of a Motion/Resolution by its Board of Commissioners, has caused this Agreement to be signed by its Chairman and attested by its Secretary; the LIBRARY, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Trustees, has caused this Agreement to be signed by its President and attested by its Secretary; the FIRE PROTECTION DISTRICT, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Trustees, has caused this Agreement to be signed by its President and attested by its Secretary; the ELEMENTARY SCHOOL DISTRICT, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Education, has caused this Agreement to be

signed by its President and attested by its Secretary; the HIGH SCHOOL DISTRICT, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Education, has caused this Agreement to be signed by its President and attested by its Secretary; and DEVELOPER, pursuant to proper authority granted in accordance with its organizational documents, has caused this Agreement to be executed by its President and attested by its Secretary.

**CITY OF WEST CHICAGO**

**WEST CHICAGO PUBLIC LIBRARY DISTRICT**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:  
  
\_\_\_\_\_  
\_\_\_\_\_, City Clerk

ATTEST:  
  
\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**WEST CHICAGO ELEMENTARY SCHOOL DISTRICT 33**

**WEST CHICAGO COMMUNITY HIGH SCHOOL DISTRICT 94**

By: \_\_\_\_\_  
\_\_\_\_\_, President

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:  
  
\_\_\_\_\_  
\_\_\_\_\_, Secretary

ATTEST:  
  
\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**DUPAGE AIRPORT AUTHORITY**

**DISCOVERY DRIVE INVESTORS, LLC**

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

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

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Dated: \_\_\_\_\_

**WEST CHICAGO FIRE PROTECTION  
DISTRICT**

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the Mayor and City Clerk of the City of West Chicago, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively, appeared before me this day in person and severally acknowledged that, as such Mayor and City Clerk, they signed and delivered the signed instrument, pursuant to authority given by the City of West Chicago, as their free and voluntary act, and as the free and voluntary act and deed of said City of West Chicago, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the West Chicago Public Library District, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Public Library District, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Public Library District, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the West Chicago Fire Protection District, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Fire Protection District, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Fire Protection District, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the West Chicago Elementary School District 33, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Elementary School District 33, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Elementary School District 33, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the West Community High School District 94, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Community High School District 94, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Community High School District 94, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the Chairman and Secretary of the DuPage Airport Authority, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Chairman and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such Chairman and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the DuPage Airport Authority, as their free and voluntary act, and as the free and voluntary act and deed of said DuPage Airport Authority, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**EXHIBIT A-1**

**Legal Description of Subject Property**

(attached)

[LEGAL DESCRIPTION]

P.I.N.: \_\_\_\_\_

Common address: \_\_\_\_\_, West Chicago, Illinois

EXHIBIT A-2

**Depiction of Subject Property**

(attached)

**EXHIBIT B-1**

**Project Site Plan**

(attached)

**EXHIBIT B-2**

**Project Description**

(attached)

EXHIBIT C

**Anticipated Assessed Values**

<u>Year</u>	<u>Anticipated Assessed Values</u>
Year 1	\$531,890
Year 2	\$603,004
Year 3	\$614,556
Year 4	\$626,503
Year 5	\$629,748
Year 6	\$648,072
Year 7	\$660,853
Year 8	\$670,718
Year 9	\$859,745
Year 10	\$1,000,197
Year 11	\$1,030,203
Year 12	\$1,061,109
Year 13	\$1,092,942
Year 14	\$1,125,731
Year 15	\$1,159,503
	<u>\$12,314,774</u>

EXHIBIT D

**Abatement Ordinance**

(attached)

**ORDINANCE PROVIDING FOR REAL ESTATE TAX ABATEMENT**

**WHEREAS**, the Illinois Property Tax Code, 35 ILCS 200/18-165, authorizes any taxing district to abate its taxes in relation to a specific property; and

**WHEREAS**, in “An Intergovernmental Agreement Between the City of West Chicago, DuPage Airport Authority, West Chicago Library District, West Chicago Fire Protection District, West Chicago Elementary School District 33, Community High School District 94 and Discovery Drive Investors, LLC in Regard to a Property Tax Abatement Relative to the Development of the Discovery Drive Investors Property,” dated \_\_\_\_\_, 2018 (“IGA”), the [City Council / Board of Trustees / Board of Commissioners / Board of Education] of the [Unit of Government] previously determined it to be in its best interests to abate a portion of its taxes on the real estate legally described in **Exhibit 1**, attached hereto and made a part hereof (“Subject Property”), in order to encourage a commercial firm to redevelop the Subject Property; and

**WHEREAS**, the conditions of the IGA for the abatement of a portion of the taxes on the Subject Property have been met; and

**WHEREAS**, in the IGA, this [City Council / Board of Trustees / Board of Commissioners / Board of Education] previously determined such abatement of taxes to be in the best interests of its tax payers in order to encourage a commercial firm to redevelop the Subject Property, increase the tax base, and increase employment opportunities; and

**NOW, THEREFORE, BE IT ORDAINED** by the [Mayor / Chairman / President] and [City Council / Board of Trustees / Board of Commissioners / Board of Education] of the [Unit of Government], DuPage County, Illinois, as follows:

**Section 1.** This [City Council / Board of Trustees / Board of Commissioners / Board of Education] hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does now incorporate the same herein by reference.

**Section 2.** The County Clerk of DuPage County, Illinois is hereby ordered to abate the real estate taxes to be extended on the Subject Property, on behalf of the [Unit of Government] according to the rate set forth in Section 3 below, but excluding any levy or levies for debt service (“Abatement Rate”), commencing at the start of the next calendar year after the year in which this Ordinance is passed. However, in no event shall the aggregate abatement of real estate taxes levied against the Subject Property by the [Unit of Government], together with real estate taxes levied against the Subject Property and abated in previous and future years by all other taxing districts, exceed the total of Four Million and No/100 Dollars (\$4,000,000.00).

**Section 3.** The Abatement Rate shall be Fifty Percent (50%) of the real estate taxes to be extended on the Subject Property on behalf of the [Unit of Government].

**Section 4.** The [Mayor / Chairman / President] and [Clerk / Secretary] of this [Unit of Government] are hereby authorized and directed to execute this Ordinance and cause a certified copy of the same to be filed with the County Clerk of DuPage County, Illinois.

**Section 5.** This Ordinance shall be in full force and effect upon its adoption and publication.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the Corporate Authorities of the [Unit of Government] on a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by the [Mayor / Chairman / President] of the [Unit of Government] on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
[Mayor / Chairman / President]

ATTEST:

\_\_\_\_\_  
[Clerk / Secretary]

[Published in pamphlet form / Published in the \_\_\_\_\_ newspaper, being a newspaper of general circulation within the [Unit of Government] this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.]

EXHIBIT 1

**LEGAL DESCRIPTION OF THE SUBJECT PROPERTY**

(attached)

[LEGAL DESCRIPTION]

P.I.N.: \_\_\_\_\_

Common address: \_\_\_\_\_, West Chicago, Illinois

**EXHIBIT E**

**ABATEMENT PROCESS**

Capitalized terms in this EXHIBIT E shall have the meanings as set forth for said terms in the "Intergovernmental Agreement Between The City Of West Chicago, DuPage Airport Authority, West Chicago Library District, West Chicago Fire Protection District, West Chicago Elementary School District 33, Community High School District 94 And Discovery Drive Investors, LLC In Regard To A Property Tax Abatement Relative To The Development Of The Discovery Drive Investors Property" ("IGA"), unless otherwise defined in this EXHIBIT E.

As of the Effective Date of the IGA, the process for administering the Tax Abatement is:

1. Within sixty (60) days of the Commencement Date, each UNIT OF GOVERNMENT shall adopt an Abatement Ordinance, and send a certified copy of its Abatement Ordinance to the Clerk.
2. The Clerk shall, at the time the tentative tax rates are prepared for each year's property tax levy, send to the chief executive officer of each of the UNITS OF GOVERNMENT a letter setting forth, with respect to the Tax Abatement, the parcel(s) affected, the amount of property taxes to be levied, and the amount of the abatement attributable to each of the UNITS OF GOVERNMENT ("Abatement Letter").
3. Each of the UNITS OF GOVERNMENT shall, each year, review the Abatement Letter from the Clerk, note any changes in the information provided, and then sign and return the Abatement Letter to the Clerk, all within seven (7) days of receipt of the Abatement Letter.
4. The Clerk shall track and account for the total Tax Abatement paid to the DEVELOPER.
5. The Clerk shall calculate the property tax levy for each of the UNITS OF GOVERNMENT taking the Tax Abatement into account, as approved by each of the UNITS OF GOVERNMENT with regard to its annual Abatement Letter.
6. The Tax Abatement for the Subject Property abated in previous and future years by all other taxing districts, shall not exceed the total of Four Million and No/100 Dollars (\$4,000,000.00).

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1628877	Acer Service Corporat	02/20/2018	TECHNOLOGY SUPPLIES	3,255.00	7,448.20
			TECHNOLOGY SUPPLIES	61.29	
			TECHNOLOGY SUPPLIES	2,206.44	
			TECHNOLOGY SUPPLIES	470.10	
			TECHNOLOGY SUPPLIES	45.30	
			TECHNOLOGY SUPPLIES	1,410.07	
1628878	ALL-DISPOSAL & RECYCL	02/20/2018	20 YARD ROLLOFF	365.00	365.00
1628879	Allendale Association	02/20/2018	DECEMBER 2017 TUITION; 1 STUDENT	3,616.64	3,616.64
1628880	Allstar Custom Awards	02/20/2018	2018 WINTER SPLASH BOYS SWIM AWARDS	25.00	403.25
			2018 JV WRESTLING AWARDS	378.25	
1628881	Amazon.Com	02/20/2018	September Amazon Book order, 19 boooks	12.59	2,682.83
			December Book order, 13 books & cardstock	16.96	
			UPS battery backup for HVAC	862.35	
			AUDITORIUM SUPPLIES	164.92	
			Filters for cafe fryers	138.69	

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			15 lb Aluminum Olympic Bar	476.00	
			Dec.#2 book order, 4 books & 1 DVD	47.63	
			UPS battery backup for HVAC	809.85	
			Eagle 1915 Galvanized Steel Cabinet Shelf	33.18	
			supplies for Digital Photography-camera checkout organization system and memory card storage	64.27	
			Wall plates and audio cable	56.39	
1628882	American Red Cross	02/20/2018	CPR/AED CERTIFICATIONS; 19 STAFF MEMBERS	95.00	95.00
1628883	ANDERSON PEST SOLUTIO	02/20/2018	FEBRUARY 2018 PREVENTIVE SVCS	90.93	90.93
1628884	Andy Frain Services I	02/20/2018	DECEMBER 2017 SECURITY SVCS	8,255.40	8,255.40
1628885	Aqua Pure Enterprises	02/20/2018	POOL SUPPLIES	108.00	108.00
1628886	At&t	02/20/2018	1/16/18-2/15/18 PHONE SVC	2,894.37	5,198.58
			1/16/18-2/15/18 PHONE SVC	706.62	
			1/28/18-2/27/18 DUCOMM SVCS	371.23	

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			1/16/18-2/15/18 INTERNET SVC	1,226.36	
1628887	AT&T INTERNET SERVICE	02/20/2018	1/10/18-2/9/18 INTERNET SVCS	1,664.25	1,664.25
1628888	AVID Center	02/20/2018	AVID 2018 SUMMER INSTITUTE; 10 staff members	7,950.00	7,950.00
1628889	Barnes & Noble	02/20/2018	NOVELS FOR ESL CLASSES; LIPLEPS GRANT	3,084.25	3,084.25
1628890	Batteries + Bulbs	02/20/2018	FIRE ALARM REPAIR SUPPLY	122.95	122.95
1628891	Behavioral Health Ser	02/20/2018	12/6/17-12/22/17 TUTORING; 1 STUDENT	665.00	665.00
1628892	Bio-Rad Laboratories	02/20/2018	1660003EDU pGLO(TM) Bacterial Transformation Kit	223.00	223.00
1628893	Blick Art Materials	02/20/2018	INSTRUCTIONAL SUPPLIES; ART 2nd semester Drawing, 3D, and Studio Art materials	52.68 1,765.01	1,817.69
1628894	Bono, Tracy	02/20/2018	January Student Transport	181.44	181.44
1628895	BSN SPORTS	02/20/2018	SOFTBALL UNIFORM PANTS; 20 PAIR Badminton Var jerseys	634.60 617.85	1,252.45
1628896	Butler Chemical Co	02/20/2018	JANUARY 2018	680.00	680.00

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1628897	Canon Financial Servi	02/20/2018	MAINTENANCE FEB 2018 CONTRACT CHGS	5,627.96	6,483.32
			CANON IMAGERUNNER - FEB 2018	855.36	
1628898	Carolina Biological S	02/20/2018	owl pellets-Environmen tal Science	163.78	163.78
1628899	Cdwg	02/20/2018	Chromebook testers for 2018 purchase	762.71	2,382.34
			Chromebook testers for 2018 purchase	356.64	
			2 Elmo document cameras for World Languages; Grant	1,262.99	
1628900	CINTAS FIRE 636525	02/20/2018	KITCHEN REPAIR & MAINTENANCE SVCS	1,211.46	1,211.46
1628901	Cisek, Susan	02/20/2018	12/18/17-1/12/18 MILEAGE; HMBD TUTORS	107.00	192.60
			1/16/18-1/31/18 MILEAGE; HMBD TUTORS	85.60	
1628902	Citizens Taxi Dispatc	02/20/2018	NOVEMBER 2017 TRANSPORTATION; 5 STUDENTS	3,159.60	3,159.60
1628903	City Of West Chicago	02/20/2018	DECEMBER 2017 FUEL; DRIVERS ED DECEMBER 2017 FUEL; O&M JANUARY 2018	89.62 453.90 19.10	1,139.97

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			FUEL; DE JANUARY 2018	577.35	
1628904	Clare Woods Academy	02/20/2018	FUEL; O&M FEBRUARY 2018	6,222.69	6,222.69
			TUITION; 1 STUDENT		
1628905	Comed	02/20/2018	12/12/17-1/16/18	23.01	447.27
			ELECTRICITY; KERR-MCGEE		
			12/12/17-1/16/18	424.26	
			ELECTRIC; DISTRICT OFFICE		
1628906	Communications Revolv	02/20/2018	DECEMBER 2017	2,250.00	2,250.00
			INTERNET SVC		
1628907	COMMUNITY THERAPY SER	02/20/2018	Contract Speech Language Therapy;	7,968.00	7,968.00
			January 2018		
1628908	Constellation Newener	02/20/2018	DECEMBER 2017	8,608.53	21,156.19
			NATURAL GAS JANUARY 2018	12,547.66	
			NATURAL GAS		
1628909	Constellation New Ene	02/20/2018	10/16/17-11/13/17	39,552.20	39,552.20
			ELECTRIC SVC		
1628910	CORE ACADEMY	02/20/2018	JANUARY 2018	11,508.25	15,428.28
			TUITION; 5 STUDENTS		
			JANUARY 2018	3,920.03	
			LIFESKILLS TUITION; 1		
			STUDENT		
1628911	CPC Inc	02/20/2018	February 2018	175.00	175.00
			Facility Tree SW		
1628912	Deere & Company/AG&Tu	02/20/2018	john deere rotary	3,757.60	3,757.60

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1628913	DLA Architects, Ltd.	02/20/2018	broom 2018 RENOVATIONS PROJECT; GRAPHIC DESIGN SERVICES; NOVEMBER 2017; PROFESSIONAL PERSONNEL CREDIT	-3,622.50	265,158.92
			2018 RENOVATIONS PROJECT; DECEMBER 2017	136,405.94	
			2019 ADDITION AND REMODELING PROJECT; DEC 2017	32,097.68	
			2018 TENNIS COURT RECONSTRUCTION; JANUARY 2018	4,277.80	
			2019 ADDITION AND REMODELING PROJECT; JANUARY 2018	96,000.00	
1628914	DON JOHNSTON INC	02/20/2018	DLP Curriculum Use	1,347.84	1,347.84
1628915	Dulkinys, Megan	02/20/2018	INSTRUCTIONAL SUPPLIES; CERAMICS	31.31	31.31
1628916	EDPuzzle Inc	02/20/2018	EDPUZZLE SUBSCRIPTION	1,800.00	1,800.00
1628917	Engler Callaway Baast	02/20/2018	JANUARY 2018 GENERAL LEGAL FEES	1,166.00	1,166.00
1628918	Exner/reimbursement,	02/20/2018	Art supplies: brushes, wood plaques, student	344.43	344.43

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1628919	Fantozzi, Brandon	02/20/2018	folders ILMEA ALL-STATE LODGING, TRANSPORTATION AND FOOD	1,321.40	1,321.40
1628920	Flinn Scientific	02/20/2018	Science supplies for chem and forensic science	663.18	663.18
1628921	Flolo Corporation	02/20/2018	HVAC PUMPS SUPPLY HVAC PUMP SUPPLY HVAC PUMP SUPPLY HVAC PUMP SUPPLIES HVAC SUPPLIES	1,063.87 440.00 978.20 577.05 1,068.80	4,127.92
1628922	Ford Credit	02/20/2018	DRIVERS ED CAR LEASE; PYMT 33 OF 36	252.87	252.87
1628923	Fox Tech Transition P	02/20/2018	9/17-10/17 RATE ADJUSTMENT CREDIT JANUARY 2018 TUITION; 1 STUDENT	-442.00 2,140.27	1,698.27
1628924	Fulmer, Anna	02/20/2018	INSTRUCTIONAL SUPPLIES; SCIENCE INSTRUCTIONAL SUPPLIES; SCIENCE	58.16 5.00	63.16
1628925	Geneva High School	02/20/2018	2018 JV CONFERENCE WRESTLING TOURNAMENT FEE	138.77	138.77
1628926	GHA Technologies Inc	02/20/2018	Unitrends backup support/license renewal	1,492.86	1,492.86

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1628927	Glenoaks Hospital The	02/20/2018	DECEMBER 2017 TUITION; NORTH CAMPUS; 2 STUDENTS	4,270.50	16,153.94
			JANUARY 2018 TUITION; NORTH CAMPUS; 2 STUDENTS	5,993.86	
			DECEMBER 2017 TUITION; 1 STUDENT; WEST CAMPUS	2,881.60	
			JANUARY 2018 TUITION; WEST CAMPUS; 1 STUDENT	3,007.98	
1628928	GLOBAL EQUIPMENT COMP	02/20/2018	MICROMETERS AND STEEL RULES	188.42	188.42
1628929	Grainger	02/20/2018	MECHANICAL SUPPLY ELECTRICAL SUPPLIES	141.60 196.00	337.60
1628930	GROUND EFFECTS MAINTENANCE	02/20/2018	SNOW REMOVAL; PYMT 4 OF 4	4,000.00	4,000.00
1628931	HAGGERTY FORD	02/20/2018	DRIVERS ED VEHICLE BATTERY/INSTALLATION	228.55	228.55
1628932	Hahn, Rebecca	02/20/2018	INSTRUCTIONAL SUPPLIES; SCIENCE	39.38	39.38
1628933	Harris Bank	02/20/2018	TELESCOPING GANTRY CRANE; ELECTRICAL SUPPLIES; MISC HARDWARE SUPPLIES	841.78	2,875.24

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			NASP CONFERENCE/SPEC ED/GRANT; IASB CONF/BUS OFC; INTERNET SUBSCRIPTION AND SUPPLIES	1,145.30	
			SUPERINTENDENT CONF TRAVEL-\$435.60; LUNCHEON MEETING; BUSINESS CARDS	489.64	
			GOOGLE TRANSLATION; TECHNOLOGY SUPPLIES	398.52	
1628934	Hauser Izzo Petrarca	02/20/2018	JANUARY 2018 LEGAL SVCS	13,167.00	13,167.00
1628935	Herrera, Octavio	02/20/2018	UPSTATE 8 FOOTBALL ASSIGNMENTS	318.46	318.46
1628936	Holstein Garage	02/20/2018	SAFETY LANE #4, 7 & 9	105.00	105.00
1628937	Hope School	02/20/2018	JANUARY 2018 TUITION & TRANSPORTATION; 1 STUDENT	7,528.40	7,528.40
1628938	Iasb Communications D	02/20/2018	BOARDBOOK SUBSCRIPTION 2017/2018	2,000.00	2,000.00
1628939	IDSA c/o Lake Zurich	02/20/2018	IDSA Conference Registration; 1 STAFF MEMBER	250.00	250.00

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1628940	Illinois Department O	02/20/2018	10/1/17-12/31/17 BENEFITS; ACCOUNT #805543	5,313.00	5,313.00
1628941	Illinois State Police	02/20/2018	DECEMBER 2017 BACKGROUND CHECKS; COST CENTER #03388 JANUARY 2018 BACKGROUND CHECKS; COST CENTER: 03388	135.00    108.00	243.00
1628942	Vendor Continued Void	02/20/2018			0.00
1628943	ILLINOIS CENTRAL SCHO	02/20/2018	BOYS BASKETBALL TRANSPORTATION; DEC 2017 BOYS SWIMMING TRANSPORTATION; DEC 2017 CHEER TRIPS; DEC 2017 DANCE/POM TRANSPORTATION; DEC 2017 GIRLS BASKETBALL TRANSPORTATION; DEC 2017 WRESTLING TRANSPORTATION; DEC 2017 AP HUMAN GEOGRAPHY FT; HINDU TEMPLE; 12/6/17	1,555.11   381.63  354.48  718.77  1,577.98  3,163.33  158.93	75,179.13

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			AVID FT; COLLEGE OF DUPAGE; 12/6/17	139.79	
			NORTH CENTRAL COLLEGE; MATH TEAM; 12/6/17	224.13	
			DECEMBER 2017; MATH TEAM & CREATIVE WRITING FIELD TRIPS	515.62	
			MATH TEAM; DECEMBER 2017	162.59	
			SCHOLASTIC BOWL TRIPS; DECEMBER 2017	260.17	
			SPEECH TRIPS; DECEMBER 2017	1,369.10	
			JANUARY 2018 STUDENT BUSSING	62,285.01	
			JANUARY 2018 BAND TRANSPORTATION	659.25	
			EDUCARE FT; CHILD DEVELOPMENT; 1/26/18	164.93	
			JANUARY 2018 MATH TEAM TRANSPORTATION	158.29	
			JANUARY 2018 SCHOLASTIC BOWL TRANSPORTATION	103.96	
			JANUARY 2018 SPEECH TRANSPORTATION	1,226.06	

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1628944	In the Swim	02/20/2018	POOL SUPPLIES	55.98	115.42
			POOL SUPPLIES	59.44	
1628945	Integrated Systems Co	02/20/2018	FEBRUARY 2018 SKYWARD SUBSCRIPTION	525.00	525.00
1628946	IPMG Employee Benefi	02/20/2018	FEBRUARY 2018 FLEXIBLE SPENDING	350.00	350.00
1628947	JOHNSON, KURT	02/20/2018	GANTRY CRANE PARTS PRECISION SCREWDRIVER	60.60 4.32	64.92
1628948	JW Pepper	02/20/2018	Music Festival Literature for combined district festival-grant funds ILMEA All State Honors Music ILMEA All State Honors Music March Concert Music March Concert Music	124.49 34.79 6.75 368.49 50.00	584.52
1628949	Karl, Therese	02/20/2018	1/16/18-1/31/18 MILEAGE; HMBD TUTORS	42.80	42.80
1628950	Language Line Service	02/20/2018	JANUARY 2018 TRANSLATION SVCS	235.95	235.95
1628951	Little Friends Inc	02/20/2018	JANUARY 2018 TUITION; 1 STUDENT	4,467.77	4,467.77
1628952	LJ Morse Construction	02/20/2018	2018 GENERAL	74,053.80	74,053.80

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			REMODELING PROJECT; PAY REQ #1		
1628953	Marathon Sportswear	02/20/2018	Additional PE T-Shirts	277.91	277.91
1628954	Mark's Plumbing Parts	02/20/2018	PLUMBING SUPPLIES	128.84	128.84
1628955	Marklund at Mill Cree	02/20/2018	JANUARY 2018 TUITION; 1 STUDENT	7,607.50	7,607.50
1628956	McCarthy, Charles	02/20/2018	2017/18 SWIMMING ASSIGNORS FEE	285.00	285.00
1628957	McMaster Carr Supply	02/20/2018	MECHANICAL SUPPLIES MECHANICAL SUPPLIES HAND DRYERS SPREADER	142.94 200.19 372.91 302.71	1,018.75
1628958	Medco Supply Company	02/20/2018	MISC ATHLETIC TRAINER SUPPLIES GATORADE SIDELINES 2018 REFUEL & RESTORE	1,948.61 70.00	2,018.61
1628959	Melvin, Marianne	02/20/2018	12/18/17-1/9/18 MILEAGE; HMBD TUTORS 1/16/18-1/31/18 MILEAGE; HMBD TUTORS 12/1/17-12/15/17 MILEAGE; HMBD TUTORS	8.56 9.90 6.69	25.15
1628960	Menards	02/20/2018	INSTRUCTIONAL SUPPLIES; ART	46.20	1,550.97

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			SET SUPPLIES AND PROPS FOR 2017/18 DRAMA	58.56	
			GENERAL MAINTENANCE SUPPLIES	97.92	
			SET SUPPLIES AND PROPS FOR 2017/18 DRAMA	499.98	
			SET SUPPLIES AND PROPS FOR 2017/18 DRAMA	35.93	
			SET SUPPLIES AND PROPS FOR 2017/18 DRAMA	190.26	
			MAINTENANCE SUPPLIES	105.01	
			SET SUPPLIES AND PROPS FOR 2017/18 DRAMA	159.23	
			SET SUPPLIES AND PROPS FOR 2017/18 DRAMA	66.47	
1628961	Mistretta, Megan	02/20/2018	PLUMBING SUPPLY	291.41	
			Student incentive supplies; grant	30.00	166.22
			"Center Cafe" supplies for incentives & cleaning; grant	74.16	
			SPED student therapeutic supplies for	62.06	

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			positive intervention as prescribed by behavior intervention plan of IEP		
1628962	Monograms Of Distinct	02/20/2018	BABY CONGRATS; SPECIAL ED	50.45	100.90
			BABY CONGRATS; WORLD LANGUAGES	50.45	
1628963	Morden, Aaron David	02/20/2018	SPEECH JUDGING; METEA VALLEY; 1/27/18	75.00	75.00
1628964	Vendor Continued Void	02/20/2018			0.00
1628965	Murphy Ace Hardware 2	02/20/2018	MISC BUILDING	28.83	626.15
			HARDWARE SUPPLIES		
			MISC BUILDING	21.94	
			HARDWARE SUPPLIES		
			MISC BUILDING	59.82	
			HARDWARE SUPPLIES		
			MISC BUILDING	19.24	
			HARDWARE SUPPLIES		
			MISC BUILDING	2.21	
			HARDWARE SUPPLIES		
			MISC HARDWARE	91.62	
			BUILDING SUPPLIES		
			MISC BUILDING	26.06	
			HARDWARE SUPPLIES		
			MISC BUILDING	36.84	
			HARDWARE SUPPLIES		
			MISC BUILDING	11.13	
			HARDWARE SUPPLIES		
			MISC BUILDING	123.17	

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			HARDWARE SUPPLIES		
			MISC HARDWARE	50.23	
			BUILDING SUPPLIES		
			MISC HARDWARE	33.23	
			BUILDING SUPPLIES		
			MISC CUSTODIAL SUPPLIES	121.83	
1628966	MUSIC & ARTS	02/20/2018	Percussion Section supplies	51.45	227.32
			Percussion section supplies	151.88	
			Percussion section supplies	23.99	
1628967	Nasco	02/20/2018	Classroom supplies for Family & Consumer Science Kitchens; grant	37.88	1,330.84
			Classroom supplies for Family & Consumer Science Kitchens; grant	1,292.96	
1628968	National Association	02/20/2018	membership renewal; 1 staff member	169.00	169.00
1628969	Neuco Inc	02/20/2018	HVAC SUPPLIES	273.84	1,415.20
			HVAC SUPPLIES	55.68	
			HVAC PUMP SUPPLY	80.70	
			MAINTENANCE SUPPLIES	303.58	
1628970	Nicor Gas Bill Paymen	02/20/2018	HVAC SUPPLIES 12/4/17-1/4/18	701.40	6,962.47
				573.88	

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			NATURAL GAS; DISTRICT OFFICE 1/4/18-2/2/18	603.17	
			NATURAL GAS; DISTRICT OFFICE 1/4/18-2/2/18	271.91	
			NATURAL GAS; GARAGE JANUARY 2018 TRANSPORTATION CHGS	5,513.51	
1628971	North Shore Uniform	02/20/2018	2018 custodial uniform order	1,245.80	1,245.80
1628972	NW 5634	02/20/2018	12 boys basketballs with cart.	877.97	877.97
1628973	Vendor Continued Void	02/20/2018			0.00
1628974	Office Depot	02/20/2018	OFFICE SUPPLIES -ADDING MACHINE TAPE - DEPOSIT BAGS - ASSORTED RUBBER BANDS Athletics Office supplies Athletics Office supplies Misc Office Supplies Misc Office Supplies Misc Office Supplies Art supply, music	76.67	1,275.11
				49.64	
				41.10	
				77.89	
				108.91	
				39.54	
				67.52	

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			festival supply, social studies supply		
			Art supply, music	3.91	
			festival supply, social studies supply		
			Health office; office supplies;` 2nd semester	10.59	
			Health office; office supplies; 2nd semester	43.35	
			Office Supplies for Counseling Dept.	247.38	
			Office Supplies for Counseling Dept.	46.30	
			Office Supplies for Counseling Dept.	70.73	
			Office Supplies for Counseling Dept.	4.29	
			Misc Office supplies; Math	314.45	
			Misc Office supplies; Math	18.87	
			Misc Classroom supplies	40.98	
			Misc Classroom supplies	12.99	

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1628975	Ombudsman Ed Services	02/20/2018	2017/2018 TUITION; PYMT #4 OMBUDSMAN PLUS PGM; PYMT #4	15,062.50 67,750.00	82,812.50
1628976	PACTT Learning Center	02/20/2018	JANUARY 2018 TUITION; 1 STUDENT	3,866.48	3,866.48
1628977	PAHCS II/Northwestern	02/20/2018	BOARD REQUIRED PHYSICAL; 1/22/18 BOARD REQUIRED PHYSICALS; 1/25/18-1/26/18	86.63 259.89	346.52
1628978	PEAPOD LLC/Billing	02/20/2018	INSTRUCTIONAL SUPPLIES; FACS INSTRUCTIONAL SUPPLIES; FACS INSTRUCTIONAL SUPPLIES; FACS INSTRUCTIONAL SUPPLIES; FACS INSTRUCTIONAL SUPPLY CREDIT	272.18 255.53 389.24 189.53 -1.99	1,104.49
1628979	Pentegra Systems	02/20/2018	Barracuda Spam and Virus Firewall V300 Enerqioze Update	1,994.00	1,994.00
1628980	Perfection Learning	02/20/2018	AP World History test prep guide	27.45	27.45
1628981	Piha, Josh	02/20/2018	12/18/17-12/30/17 MILEAGE; HMBD TUTORS	6.42	6.42
1628982	Pitney Bowes Supplies	02/20/2018	POSTAGE METER SUPPLIES	254.37	254.37



Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1628990	RAM Transport Inc	02/20/2018	SERVICES 12/11/17-12/22/17 TRANSPORTATION; 1 STUDENT 1/8/18-1/31/18 TRANSPORTATION; 1 STUDENT	1,500.00    2,550.00	4,050.00
1628991	Revtrak Inc	02/20/2018	JANUARY 2018 BANK MERCHANT FEES	327.93	327.93
1628992	Rifton	02/20/2018	chair casters and legs; DLP program	183.75	183.75
1628993	Safelite Glass Corp	02/20/2018	VAN REPAIR SERVICES	276.88	276.88
1628994	Salinas, Raul	02/20/2018	REGISTRATION REFUND; ID #40459	102.00	102.00
1628995	Sased	02/20/2018	2018 1:1 AIDE PREBILL FY 2018 1:1 MEDICAL AIDE PREBILL OCT 2017-NOV 2017 TRANSPORTATION DECEMBER 2017 TRANSPORTATION	92,582.75   36,079.50   9,634.97  4,663.26	142,960.48
1628996	Scariano, Himes and P	02/20/2018	JANUARY 2018 LEGAL FEES	80.33	80.33
1628997	Seal Of Illinois	02/20/2018	JANUARY 2018 TUITION; 3 STUDENTS	9,089.60	9,089.60
1628998	Septran Inc	02/20/2018	DECEMBER 2017 TRANSPORTATION JANUARY 2018 TRANSPORTATION	36,537.09  39,551.99	76,089.08

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1628999	Singer, Adam	02/20/2018	INSTRUCTIONAL SUPPLIES; SCIENCE	10.62	10.62
1629000	Skipor, Benjamin	02/20/2018	SPEECH JUDGING; METEA VALLEY; 1/27/18	75.00	75.00
1629001	Snell, Victoria	02/20/2018	SPEECH JUDGING; METEA VALLEY; 1/27/18	75.00	150.00
			SPEECH JUDGING; WC REGIONALS; 2/3/18	75.00	
1629002	SPARE WHEELS TRANSPOR	02/20/2018	DECEMBER 2017 TRANSPORTATION	1,920.00	1,920.00
1629003	SPECIAL EDUCATION SYS	02/20/2018	JANUARY 2018 TRANSPORTATION; 1 STUDENT	541.31	4,331.65
			JANUARY 2018 TRANSPORTATION; 5 STUDENTS	2,890.53	
			JANUARY 2018 LIFESKILLS TRANSPORTATION; 1 STUDENT	899.81	
1629004	Steiner Electric Comp	02/20/2018	ELECTRICAL SUPPLIES	116.73	332.13
			ELECTRICAL SUPPLIES	129.70	
			ELECTRICAL SUPPLIES	85.70	
1629005	Streamwood High Schoo	02/20/2018	2018 FROSH CONFERENCE WRESTLING TOURNAMENT ENTRY	206.73	206.73

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1629006	STREAMWOOD BEHAVIORAL	02/20/2018	FEE 1/22/18-1/26/18 TUTORING; 1 STUDENT	175.00	175.00
1629007	T S Specialties	02/20/2018	TRUCK OIL & LUBE	70.45	70.45
1629008	Technology Center Of	02/20/2018	2017/2018 FEE WAIVER; 1 STUDENT 2017/2018 TUITION PAYMENT #3; BUILDING RENOVATIONS	100.00  87,805.81	87,905.81
1629009	TELESOLUTIONS CONSULT	02/20/2018	FEBRUARY 2018 RETAINER FEE	275.00	275.00
1629010	Trane	02/20/2018	HVAC REPAIR SVCS	470.00	470.00
1629011	Uline	02/20/2018	MAINTENANCE SUPPLIES SALT SPREADER SNOW SALT SNOW REMOVAL SUPPLIES	674.28  288.96 1,021.53 1,143.18	3,127.95
1629012	United States Postal	02/20/2018	February 2018 US Postage	2,600.00	2,600.00
1629013	Veritiv Operating Com	02/20/2018	ADDITIONAL CASES OF COLOR PAPER - DUPLICATING	186.00	186.00
1629014	Voris Mechanical Inc	02/20/2018	KITCHEN MILK COOLER REPAIR	367.35	367.35
1629015	Wards Natural Science	02/20/2018	Human Anatomy and Physiology dissection specimens	486.11	486.11
1629016	Warehouse Direct	02/20/2018	2017/18 CUSTODIAL BID WINNER FOR	343.75	1,656.03

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			MISC CUSTODIAL SUPPLIES		
			CUSTODIAL SUPPLIES	769.52	
			GENERAL MAINTENANCE	135.10	
			SERVICES GENERAL MAINTENANCE	407.66	
1629017	Waste Management West	02/20/2018	SUPPLIES JANUARY 2018	1,402.68	1,777.73
			REFUSE SVC FEBRUARY 2018	264.90	
			RECYCLING FEBRUARY 2018	110.15	
1629018	WCCHS FACS DEPT	02/20/2018	REFUSE; DISTRICT OFFICE CASH TRANSFER FOR FACS DEBIT CARD	1,500.00	1,500.00
1629019	WCCHS STUDENT ACTIVIT	02/20/2018	CHOIR/ORCHESTRA TOUR CREDIT CARD PAYMENTS; ORDER #45563003	800.00	2,014.29
			HAMILTON TICKETS; REIMBURSEMENT FROM EDUCATION FOUNDATION TO STUDENT ACTIVITIES	1,200.00	
			REIMBURSE PRESCHOOL ACCOUNT FOR OVERPAYMENT ON PURCHASE	14.29	

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			ADVANTAGE ACCOUNT FROM 11/17 AND 12/17 STATEMENTS		
1629020	Wessels, Nora	02/20/2018	SOCCER COACHING CLINIC	40.00	40.00
1629021	West Chicago Lions Cl	02/20/2018	2017/2018 DUES; SUPT	200.00	200.00
1629022	West Chicago Printing	02/20/2018	Window Envelopes	661.00	661.00
1629023	Wheaton Warrenville S	02/20/2018	SPEECH SECTIONAL ENTRY FEE	60.00	60.00
1629024	Willuweit, Lisa	02/20/2018	music festival supplies reimbursement	141.08	141.08
1629025	Winfield Flower Shopp	02/20/2018	FAMILY SYMPATHY; LRC	52.40	52.40
1629026	WINZER CORPORATION	02/20/2018	ELECTRICAL SUPPLIES	103.40	103.40
1629027	WOJCIECHOWSKI, ALEXAN	02/20/2018	music festival supplies reimbursement	42.97	42.97
1629028	Zegar, Tammie	02/20/2018	ROE Bus Refresher Class Reimbursement	10.00	10.00
	152 Computer		Check(s) For a Total of		1,112,026.28

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	152	Computer	Checks For a Total of	1,112,026.28
Total For	152	Manual, Wire Tran, ACH & Computer Checks		1,112,026.28
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	1,112,026.28

COMMUNITY HIGH SCHOOL DISTRICT NO. 94  
 BOARD OF EDUCATION - BILL LISTING SUMMARY  
 January 2018 Expenditures and February 20, 2018 Bill List

	(Taxes)Certificates Of Deposit, MM Dep. Purchased For The Month Of January-18	Net Payroll For The Month Of January-18	Operating Checks* Drawn During The Month Of January-18	Bill List Vouchers Paid In The Month Of January-18	Total	Bill List Vouchers Paid In The Month Of February-18
#10 EDUCATIONAL FUND	\$ -	862,605.67	748,718.81	\$338,923.32	\$1,950,247.80	\$482,937.12
#20 OPERATIONS AND MAINTENANCE FUND		69,915.85	58,971.05	235,426.90	\$364,313.80	105,755.15
#30 DEBT SERVICES FUND					\$0.00	
#40 TRANSPORTATION FUND			268.48	73,127.60	\$73,396.08	178,808.29
#50 ILLINOIS MUNICIPAL RETIREMENT FUND			40,861.49		\$40,861.49	
#51 SOCIAL SECURITY AND MEDICARE FUND			39,407.37		\$39,407.37	
#60 CAPITAL IMPROVEMENTS 2017		2,403.00	335.00		\$2,738.00	339,212.72
#65 CAPITAL IMPROVEMENTS					\$0.00	
#70 WORKING CASH FUND					\$0.00	
#80 TORT FUND					\$0.00	5,313.00
<b>TOTAL</b>	<b>\$ -</b>	<b>\$934,924.52</b>	<b>\$888,562.20</b>	<b>\$647,477.82</b>	<b>\$2,470,964.54</b>	<b>\$1,112,026.28</b>

\* Payroll taxes, annuities, wage garnishments, insurance premiums, college savings plans  
 TRS & IMRF pension contributions, charitable contributions, Imprest Fund & Petty Cash Fund  
 reimbursement, lost & stale check replacement reviewed by Treasurer

The investments and payroll disbursements for the month of January-18 and the regular accounts payable for the period  
January 12, 2018 to February 15, 2018 to be paid February 20, 2018 Totaling: \$2,935,513.00.

I hereby certify that the expenditures listed as a part of this statement are legally payable from the budget category to which they are charged and are coded in conformance with the Illinois Office of Education Accounting Manual.

February 15, 2018  
 Date

\_\_\_\_\_  
 Director of Business Services

TO THE TREASURER, COMMUNITY HIGH SCHOOL DISTRICT NO. 94, WEST CHICAGO, ILLINOIS

The Board of Education has approved the payment of the above listed invoices on this date and you are hereby authorized and directed to make payments thereof:

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 President, Board of Education

\_\_\_\_\_  
 Secretary, Board of Education

# **COMMUNITY HIGH SCHOOL IMPREST FUND January 2018**

**This listing represents payments from the High School Imprest Fund for the month of January 2018. Reimbursement for the following is hereby requested from the Board of Education, Community High School District 94, West Chicago, Illinois at its regular board meeting on February 20, 2018.**

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**David Blatchley - Director of Business Svcs**

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**Date**

ACCOUNT	BATCH	CHECK	CHECK INVOICE	AMOUNT
NUMBER	NUMBER VENDOR	DATE	NUMBER DESCRIPTION	
10E100 1500 3260 00 000000	IP0104 AGILE SPORTS TECHNOLOGIES	01/04/2018	1316079 BASKETBALL SUBSCRIPTION; 1/2/18-1/1/19	400.00
20E000 2540 3401 00 000000	IP0104 At&t	01/04/2018	1316080 12/16/17-1/15/18 FIRE PANEL	234.62
20E000 2540 3401 00 000000	IP0104 At&t	01/04/2018	1316080 12/16/17-1/15/18 PHONE SVC	705.84
20E000 2540 3401 00 000000	IP0104 At&t Long Distance	01/04/2018	1316081 NOVEMBER 2017 LONG DISTANCE	86.81
10E100 1500 3191 00 000000	IP0109 Bondi, Michael	01/09/2018	1316082 WRESTLING; 1/5/18; WA	84.00
10E010 1130 3193 00 000000	IP0109 Covarrubias, Jessica	01/09/2018	1316083 Music Festival	250.00
10E100 1500 3191 00 000000	IP0109 Gehl, Mark	01/09/2018	1316084 GIRLS BASKETBALL; 1/8/18; WA	52.00
10E100 1500 3191 00 000000	IP0109 Gehl, Mark	01/09/2018	1316084 BOYS BASKETBALL; 1/6/18; WA	52.00
10E100 1500 6430 00 000000	IP0109 Grayslake North High School	01/09/2018	1316085 Cheer invite	175.00
10E100 1500 3191 00 000000	IP0109 Hammerschmidt, Rob	01/09/2018	1316086 WRESTLING; 1/5/18; WA	84.00
10E010 1130 3193 00 000000	IP0109 Janisch, Lisa	01/09/2018	1316087 Music Festival	250.00
10E100 1500 4000 00 000000	IP0109 MULLANEY, DOUG	01/09/2018	1316088 2018/19 CONFERENCE MEETINGS AND WRESTLING TOURNAMENT HOSPITALITY	400.00
10E100 1500 3191 00 000000	IP0109 Rueffer, Mike	01/09/2018	1316089 BOYS BASKETBALL; 1/6/18; WA	52.00
10E010 1130 3193 00 000000	IP0109 Rump, Ryan	01/09/2018	1316090 Music Festival	250.00
10E010 1130 3193 00 000000	IP0109 Serna, Phillip	01/09/2018	1316091 Music Festival	250.00
10E100 1500 3191 00 000000	IP0109 Trifone, John	01/09/2018	1316092 BOYS BASKETBALL; 1/6/18; WA	91.00
10E100 1500 3191 00 000000	IP0109 Ward, Doug	01/09/2018	1316093 GIRLS BASKETBALL; 1/8/18; WA	52.00
10E010 1130 3193 00 000000	ip0110 Hueber, Thomas	01/10/2018	1316094 music festival clinician	250.00
10E010 1130 3193 00 000000	ip0110 Pizza Now	01/10/2018	1316095 music festival pizza	349.40
10E010 1130 3193 00 000000	ip0110 Sirvatka, Amanda	01/10/2018	1316096 music festival clinician	250.00
10E100 1500 6410 00 000000	IP0117 Ameiss, David	01/17/2018	1316097 WRESTLING, JV TOURNAMENT; 1/13/18	160.00
10E100 1500 1504 00 000000	IP0117 Ayala, Humberto	01/17/2018	1316098 WRESTLING; WEST AURORA; CLOCK; 1/5/18	40.00
10E100 1500 6410 00 000000	IP0117 Ayala, Humberto	01/17/2018	1316098 WRESTLING; JV INVITE; 1/13/18; HEAD TABLE	80.00
10E100 1500 3191 00 000000	IP0117 Baillie, Maddie	01/17/2018	1316099 GIRLS BASKETBALL; GE; 1/13/18	52.00
40E000 2550 3302 00 000000	IP0117 Bono, Tracy	01/17/2018	1316100 Dec 2017 Student Transport	168.48
10E100 1500 3191 00 000000	IP0117 Buoniconti, Ron	01/17/2018	1316101 GIRLS BASKETBALL; AT; 1/9/18	65.00
10E100 1500 3191 00 000000	IP0117 Chapman, Craig	01/17/2018	1316102 BOYS BASKETBALL; GE; 1/13/18	52.00
10E100 1500 1504 00 000000	IP0117 Cheehy, Tom	01/17/2018	1316103 GIRLS BASKETBALL; ADDISON TRAIL; 1/9/18; BG BOARD	40.00
10E100 1500 1504 00 000000	IP0117 Cheehy, Tom	01/17/2018	1316103 BOYS BASKETBALL; OAK LAWN; 1/13/18; BG BOARD	40.00
10E100 1500 6410 00 000000	IP0117 Cummings, Michael	01/17/2018	1316104 WRESTLING; JV TOURNAMENT; 1/13/18	160.00

ACCOUNT	BATCH	CHECK	CHECK INVOICE	AMOUNT
NUMBER	NUMBER VENDOR	DATE	NUMBER DESCRIPTION	
10E100 1500 3191 00 000000	IP0117 Gafrick, Fred	01/17/2018	1316105 BOYS SWIMMING; SE; 1/16/18	92.00
10E100 1500 3191 00 000000	IP0117 Garrison, Steve	01/17/2018	1316106 BOYS BASKETBALL; GE; 1/13/18	52.00
10E100 1500 3191 00 000000	IP0117 Glaser, John	01/17/2018	1316107 BOYS BASKETBALL; GE; 1/13/18	62.00
10E100 1500 3191 00 000000	IP0117 Grant, Tim	01/17/2018	1316108 GIRLS BASKETBALL; AT; 1/9/18	62.00
10E100 1500 3191 00 000000	IP0117 Hall, Dan	01/17/2018	1316109 BOYS BASKETBALL; YORKVILLE; 1/16/18	91.00
10E100 1500 6410 00 000000	IP0117 Hamilton, Mark	01/17/2018	1316110 WRESTLING; JV INVITE; 1/13/18; TABLE WORKER	60.00
10E100 1500 3191 00 000000	IP0117 Hart, William	01/17/2018	1316111 GIRLS BASKETBALL; AT; 1/9/18	52.00
10E100 1500 3191 00 000000	IP0117 Haynes, John	01/17/2018	1316112 BOYS BASKETBALL; YORKVILLE; 1/16/18	91.00
10E100 1500 6410 00 000000	IP0117 Hoener, Don	01/17/2018	1316113 WRESTLING; JV TOURNAMENT; 1/13/18	160.00
10E100 1500 3191 00 000000	IP0117 Holmes, Montel	01/17/2018	1316114 BOYS BASKETBALL; OAK LAWN; 1/13/18	65.00
10E100 1500 3191 00 000000	IP0117 Hood, Christopher	01/17/2018	1316115 BOYS BASKETBALL; OAK LAWN; 1/13/18	91.00
10E010 1130 4050 00 010000	IP0117 Howell, Todd	01/17/2018	1316116 music festival clinician	250.00
10E100 1500 3191 00 000000	IP0117 Loughnane, Timothy	01/17/2018	1316117 BOYS BASKETBALL; OAK LAWN; 1/13/18	65.00
10E100 1500 3191 00 000000	IP0117 Miller, Renee	01/17/2018	1316118 BOYS SWIMMING; SE; 1/16/18	92.00
10E930 2210 3190 00 930000	IP0117 NSSEO	01/17/2018	1316119 SpEd Conference - Registration fee for Danielle Welch - Jan 26 8-10:30	35.00
10E100 1500 3191 00 000000	IP0117 Pavone, Mike	01/17/2018	1316120 BOYS BASKETBALL; GE; 1/13/18	52.00
10E014 2220 3421 00 000000	IP0117 Quizlet Inc	01/17/2018	1316121 16 TEACHER UPGRADES (1 YEAR)	335.91
10E906 1430 3190 00 906000	IP0117 Quizlet Inc	01/17/2018	1316121 16 TEACHER UPGRADES (1 YEAR)	111.96
10E100 1500 3191 00 000000	IP0117 Rodriguez, Jim	01/17/2018	1316122 BOYS BASKETBALL; OAK LAWN; 1/13/17	52.00
10E100 1500 3191 00 000000	IP0117 Rueffer, Mike	01/17/2018	1316123 BOYS BASKETBALL; OAK LAWN; 1/13/18	91.00
10E100 1500 6410 00 000000	IP0117 Sebenik, William	01/17/2018	1316124 WRESTLING; JV TOURNAMENT; 1/13/18	160.00
10E100 1500 3191 00 000000	IP0117 Shields, Robert	01/17/2018	1316125 BOYS BASKETBALL; OAK LAWN; 1/13/18	65.00
10E100 1500 3191 00 000000	IP0117 Stocki, Hank	01/17/2018	1316126 GIRLS BASKETBALL; AT; 1/9/18	65.00
10E100 1500 6410 00 000000	IP0117 Stone, Brian	01/17/2018	1316127 BOYS BASKETBALL; FROSH TOURNEY; 12/18/17; CLOCK	30.00
10E100 1500 6410 00 000000	IP0117 Stone, Brian	01/17/2018	1316127 BOYS BASKETBALL; FROSH	30.00

ACCOUNT NUMBER	BATCH NUMBER	VENDOR	CHECK DATE	CHECK NUMBER	INVOICE DESCRIPTION	AMOUNT
10E100 1500 1504 00 000000	IP0117	Stone, Brian	01/17/2018	1316127	TOURNEY; 12/19/17; CLOCK GIRLS BASKETBALL; ADDISON	40.00
10E100 1500 1504 00 000000	IP0117	Stone, Brian	01/17/2018	1316127	TRAIL; 1/9/18; FOUL BOARD BOYS BASKETBALL; OAK LAWN;	40.00
10E100 1500 3191 00 000000	IP0117	Toth, Charles	01/17/2018	1316128	1/13/18; FOUL BOARD GIRLS BASKETBALL; GE; 1/13/18	52.00
10E100 1500 3191 00 000000	IP0117	Trifone, John	01/17/2018	1316129	GIRLS BASKETBALL; AT; 1/9/18	65.00
10E100 1500 3191 00 000000	IP0117	Trifone, John	01/17/2018	1316129	BOYS BASKETBALL; OAK LAWN;	52.00
10E100 1500 3191 00 000000	IP0117	Vruno, Joe	01/17/2018	1316130	1/13/18 GIRLS BASKETBALL; AT; 1/9/18	52.00
10E100 1500 3191 00 000000	IP0117	Weber, Tim	01/17/2018	1316131	GIRLS BASKETBALL; AT; 1/9/18	52.00
10E070 2410 3410 00 000000	IP0117	WEST CHICAGO POST OFFICE	01/17/2018	1316132	SEMESTER 1 GRADE MAILERS	984.86
10E013 1130 6450 00 000000	IP0117	Wheaton North High School	01/17/2018	1316133	Social Studies Conference registrations for County Wide Institute Day	600.00
10E950 1800 4900 00 950000	ip0119	Baxter, Allison	01/19/2018	1316134	Farewell to Manzanar DVD LIPLEPS 1000-400	32.90
10E080 2510 6249 00 000000	ip0119	FNBC Bank and Trust	01/19/2018	1316135	annual safe deposit box rental; 2017/2018	80.00
10E083 2511 2227 00 000000	IP0119	IPMG Employee Benefit Service	01/19/2018	1316136	JANUARY 2018 FLEXIBLE SPENDING	350.00
10E950 2210 3190 00 950000	ip0119	NIESHL	01/19/2018	1316137	NIESHL Workshop Registration for Andrea Contreras and Alejandra Tantachuco (\$60.50 each) LIPLEPS 2210-300	121.00
10E100 1500 6430 00 000000	ip0119	OSWEGO HIGH SCHOOL	01/19/2018	1316138	JV cheer invite 1/20/18	200.00
10E052 2130 4051 00 000000	ip0119	Snyder, Annette	01/19/2018	1316139	Health office supplies- receipt attached.	108.50
20E000 2540 3401 00 000000	IP0119	VERIZON WIRELESS	01/19/2018	1316140	1/8/18-2/7/18 CELL PHONE; SUPT	177.66
10E100 1500 3191 00 000000	IP0122	ADAMSKI, JAMES	01/22/2018	1316141	BOYS BASKETBALL; SE; 1/19/18	91.00
10E100 1500 3191 00 000000	IP0122	BARATZ, ARNOLD	01/22/2018	1316142	BOYS BASKETBALL; SE; 1/19/18	52.00
10E100 1500 3191 00 000000	IP0122	Barbato, Emil	01/22/2018	1316143	BOYS SWIMMING; ELGIN; 1/18/18	92.00
10E100 1500 3191 00 000000	IP0122	Brown, Kina	01/22/2018	1316144	GIRLS BASKETBALL; SE; 1/18/18	65.00
10E100 1500 3191 00 000000	IP0122	Cladis, Maryssa	01/22/2018	1316145	GIRLS BASKETBALL; SE; 1/18/18	65.00
10E010 1130 4050 00 010000	IP0122	Fitzwater, Ian	01/22/2018	1316146	music festival clinician	250.00
10E100 1500 3191 00 000000	IP0122	Hasler, Michael	01/22/2018	1316147	GIRLS BASKETBALL; SE; 1/18/18	52.00
10E100 1500 3191 00 000000	IP0122	HAWKINS, ROBERT	01/22/2018	1316148	GIRLS BASKETBALL; SW; 1/18/18	65.00
10E100 1500 3191 00 000000	IP0122	Horton/official, Mark	01/22/2018	1316149	BOYS BASKETBALL; SE; 1/19/18	65.00

ACCOUNT NUMBER	BATCH NUMBER	VENDOR	CHECK DATE	CHECK NUMBER	INVOICE DESCRIPTION	AMOUNT
10E010 1130 6450 00 000000	IP0122	Imea	01/22/2018	1316150	Brandon Fantozzi All-State Conference registration	105.00
10E010 1130 4050 00 010000	IP0122	Lee, Kari	01/22/2018	1316151	Music Festival clinician	250.00
10E010 1130 4050 00 010000	IP0122	McGuirre, Ian	01/22/2018	1316152	Music Festival Clinician	250.00
10E100 1500 3191 00 000000	IP0122	Miller, Tom	01/22/2018	1316153	BOYS BASKETBALL; SE; 1/19/18	65.00
10E100 1500 3191 00 000000	IP0122	MUSHRUSH, BILL	01/22/2018	1316154	BOYS BASKETBALL; SE; 1/19/18	52.00
10E100 1500 3191 00 000000	IP0122	NGO, TRI	01/22/2018	1316155	GIRLS BASKETBALL; SE; 1/18/18	52.00
10E100 1500 3191 00 000000	IP0122	Sipes/official, Timothy	01/22/2018	1316156	GIRLS BASKETBALL; SE; 1/18/18	52.00
10E100 1500 3191 00 000000	IP0122	Skoog/official, Craig	01/22/2018	1316157	BOYS BASKETBALL; SE; 1/19/18	91.00
10E010 1130 4050 00 010000	IP0122	Steininger, Andrew	01/22/2018	1316158	Music Festival clinician	250.00
10E100 1500 3191 00 000000	IP0122	Surch, Doug	01/22/2018	1316159	BOYS SWIMMING; ELGIN; 1/18/18	92.00
10E100 1500 3191 00 000000	IP0122	Swade, Tim	01/22/2018	1316160	GIRLS BASKETBALL; SE; 1/18/18	52.00
10E100 1500 3191 00 000000	IP0122	Vaughn, Bob	01/22/2018	1316161	BOYS BASKETBALL; SE; 1/19/18	65.00
10E074 1000 3000 00 000000	ip0123	Rhine, Sam	01/23/2018	1316162	CONFERENCE FEE; 2/13/18; EDUCATION FOUNDATION GRANT; 31 STUDENTS X \$20.00 EACH = \$620.00	620.00
20E000 2540 3401 00 000000	IP0125	At&t	01/25/2018	1316163	1/16/18-2/15/18 FIRE PANEL	236.11
10E104 1505 1502 00 000000	IP0125	Dieter, Julia	01/25/2018	1316164	SPEECH JUDGING; WWS; 1/13/18	75.00
10E104 1505 1502 00 000000	IP0125	Fabiszak, Jacquelyn	01/25/2018	1316165	SPEECH JUDGING; WWS; 1/13/18	75.00
10E104 1505 1502 00 000000	IP0125	Foehner, Kyle	01/25/2018	1316166	SPEECH JUDGING; WWS; 1/13/18	75.00
10E104 1505 1502 00 000000	IP0125	Martinek, Stephen	01/25/2018	1316167	SPEECH JUDGING; WCCHS; 11/18/17	75.00
10E104 1505 1502 00 000000	IP0125	Morden, Aaron	01/25/2018	1316168	SPEECH JUDGING; WCCHS; 11/18/17	75.00
10E104 1505 1502 00 000000	IP0125	Morden, Aaron	01/25/2018	1316168	SPEECH JUDGING; WWS; 1/13/18	75.00
10E010 1130 6450 00 000000	ip0125	MUSIC & ARTS	01/25/2018	1316169	county wide institute day registration; 1 staff	42.00
10E104 1505 1502 00 000000	IP0125	Nelson, Bennett	01/25/2018	1316170	SPEECH JUDGING; WWS; 1/13/18	75.00
10E104 1505 1502 00 000000	IP0125	Pozos, Ha	01/25/2018	1316171	SPEECH JUDGING; WWS; 1/13/18	75.00
10E104 1505 1502 00 000000	IP0125	Pozos, Ha	01/25/2018	1316171	SPEECH JUDGING; WCCHS; 11/18/17	75.00
10E104 1505 1502 00 000000	IP0125	Snell, Victoria	01/25/2018	1316172	SPEECH JUDGING; WCCHS; 11/18/17	75.00
10E930 2210 3190 00 930000	ip0125	Wheaton North High School	01/25/2018	1316173	Metea Valley Social Studies Conf for 3/1/18 - Institute Day; 3 staff	120.00
10E100 1500 6410 00 000000	IP0129	Bibbs Backyard BBQ	01/29/2018	1316174	IHSA SPEECH REGIONAL HOSPITALITY	260.00

ACCOUNT NUMBER	BATCH NUMBER	VENDOR	CHECK DATE	CHECK NUMBER	INVOICE DESCRIPTION	AMOUNT
10E906 2210 3320 00 906000	IP0129	Chicago Area Business Educatio	01/29/2018	1316175	CABEA CONFERENCE REGISTRATION; 2 STAFF	40.00
10E100 1500 3191 00 000000	IP0129	Garrison, Steve	01/29/2018	1316176	GIRLS BASKETBALL; EA; 1/25/18	52.00
10E100 1500 4000 00 000000	IP0129	Hinsdale South High School	01/29/2018	1316177	BADMINTON CLINIC; 2/10/18; 1 STAFF	75.00
10E003 1130 4050 00 000000	IP0129	Menards	01/29/2018	1316178	INSTRUCTIONAL SUPPLIES; ART	11.80
10E003 1130 4050 00 000000	IP0129	Menards	01/29/2018	1316178	INSTRUCTIONAL SUPPLIES; ART	11.80
10E100 1500 3191 00 000000	IP0129	Ward, Doug	01/29/2018	1316179	GIRLS BASKETBALL; EAST AURORA; 1/25/18	52.00
10E100 1500 3191 00 000000	IP0129	Winkler, Kirk	01/29/2018	1316180	GIRLS BASKETBALL; EA; 1/25/18	52.00
Totals for checks						14,992.65

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	ED FUND	0.00	0.00	13,383.13	13,383.13
20	OPER & MAINT	0.00	0.00	1,441.04	1,441.04
40	TRANSPORT	0.00	0.00	168.48	168.48
***	Fund Summary Totals ***	0.00	0.00	14,992.65	14,992.65

\*\*\*\*\* End of report \*\*\*\*\*

**COMMUNITY HIGH SCHOOL  
DISTRICT 94  
West Chicago, Illinois**

**TREASURER'S REPORT  
FOR MONTH ENDING JANUARY 2018**

<b>FUND</b>	<b>CASH BALANCE</b> Thru 12/31/2017	<b>RECEIPTS</b> January 2018	<b>DISBURSEMENTS</b> January 2018	<b>CASH BALANCE</b> Thru 1/31/2018	<b>INVESTMENTS AT COST</b> Thru 12/31/2017
<b>EDUCATIONAL</b>	\$ (1,067,965.32)	\$ 1,698,087.58	\$ 1,941,746.70	\$ (1,311,624.44)	\$ 10,256,868.17
<b>OPERATIONS &amp; MAINTENANCE</b>	\$ (201,488.59)	\$ 257,941.68	\$ 355,563.80	\$ (299,110.71)	\$ 2,138,818.99
<b>DEBT SERVICES</b>	\$ 510,563.70	\$ 393,000.00	\$ -	\$ 903,563.70	\$ 790,106.60
<b>TRANSPORTATION</b>	\$ 89.26	\$ 74,737.60	\$ 73,396.08	\$ 1,430.78	\$ 724,557.33
<b>I.M.R.F.</b>	\$ 103.19	\$ 41,597.89	\$ 40,784.86	\$ 916.22	\$ 184,297.15
<b>SOCIAL SECURITY/MEDICARE</b>	\$ 292.91	\$ 25,117.47	\$ 39,232.28	\$ (13,821.90)	\$ 131,614.85
<b>CAPITAL IMPROVEMENTS 2017</b>	\$ (347,878.42)	\$ 32,082.11	\$ 11,488.00	\$ (327,284.31)	\$ 9,245,254.64
<b>CAP IMPROVEMENTS</b>	\$ (14,424.18)	\$ -	\$ -	\$ (14,424.18)	\$ 1,187.10
<b>WORKING CASH</b>	\$ 1,168,766.17	\$ -	\$ -	\$ 1,168,766.17	\$ 906,844.43
<b>TORT</b>	\$ 94,597.59	\$ 4,748.68	\$ -	\$ 99,346.27	\$ 103,822.58
<b>TOTAL</b>	<b>\$ 142,656.31</b>	<b>\$ 2,527,313.01</b>	<b>\$ 2,462,211.72</b>	<b>\$ 207,757.60</b>	<b>\$24,483,371.84</b>
Monthly Invest. Int., Adj. & Fees/YTD Interest thru 1/31/18 <i>(included in revenue and investment totals)</i>	\$ 433,765.22	21,223.67	-		\$ 454,988.89
PLUS INVESTMENTS .....				\$24,483,371.84	
<b>TOTAL YEAR-TO-DATE CASH AND INVESTMENTS AS OF JANUARY 31, 2018</b>				<b>\$ 24,691,129.44</b>	

Kevin Kotche, Treasurer

Date

**COMMUNITY HIGH SCHOOL DISTRICT 94  
STATEMENT OF POSITION  
FINANCIAL REPORT  
FOR PERIOD ENDING JANUARY 31, 2018**

Percent of Fiscal Year Complete: 58.33

ASSETS	IMPREST, PETTY CASH & SCHLSHP	CASH BALANCES	INVESTMENT BALANCES	ACCOUNTS RECEIVABLE	AUDIT ENTRY	TOTAL ASSETS
EDUCATIONAL	16,438	(1,311,624)	10,256,868			8,961,682
OPERATIONS & MAINTENANCE		(299,111)	2,138,819			1,839,708
DEBT SERVICES		903,564	790,107			1,693,670
TRANSPORTATION		1,431	724,557			725,988
MUNICIPAL RETIREMENT		916	184,297			185,212
SOCIAL SECURITY/MEDICARE		(13,822)	131,615			117,793
CAPITAL IMPROVEMENTS 2017		(327,284)	9,245,255	4,599		8,922,569
CAPITAL IMPROVEMENTS		(14,424)	1,187			(13,237)
WORKING CASH		1,168,766	906,844			2,075,611
TORT		99,346	103,823			203,169
<b>TOTAL</b>	<b>16,438</b>	<b>207,758</b>	<b>24,483,372</b>	<b>4,599</b>	<b>-</b>	<b>24,712,166</b>

LIABILITIES AND FUND EQUITY	TAX WARRENTS	ACCOUNTS PAYABLE	ENCUMBERED PAYABLES	OTHER PAYABLES	FUND EQUITY	TOTAL LIABILITY AND FUND EQUITY
EDUCATIONAL		(22,926)	482,937		8,501,671	8,961,682
OPERATIONS & MAINTENANCE		47,550	105,755		1,686,403	1,839,708
DEBT SERVICES					1,693,670	1,693,669
TRANSPORTATION			178,808		547,180	725,987
MUNICIPAL RETIREMENT					185,212	185,212
SOCIAL SECURITY/MEDICARE		(235)			118,028	117,793
CAPITAL IMPROVEMENTS 2017		(47,952)	339,213		8,631,309	8,922,569
CAPITAL IMPROVEMENTS					(13,237)	(13,237)
WORKING CASH					2,075,611	2,075,611
TORT			5,313		197,856	203,169
<b>TOTAL</b>	<b>-</b>	<b>(23,563)</b>	<b>1,112,026</b>	<b>-</b>	<b>23,623,701</b>	<b>24,712,164</b>

RECEIPTS	BUDGET 2017 - 2018	CURRENT REVENUES	Y.T.D. REVENUES	OTHER RECEIPTS	UNREALIZED BALANCE	PERCENT REALIZED
EDUCATIONAL	24,031,122	416,953	12,597,562		11,433,560	52.42%
OPERATIONS & MAINTENANCE	3,260,221	8,455	1,615,726		1,644,495	49.56%
DEBT SERVICES	2,779,909	1,042	1,464,698		1,315,211	52.69%
TRANSPORTATION	1,519,072	3,480	703,593		815,480	46.32%
MUNICIPAL RETIREMENT	497,528	7,602	234,492		263,036	47.13%
SOCIAL SECURITY/MEDICARE	473,406	9,123	227,776		245,629	48.11%
CAPITAL IMPROVEMENTS 2017	9,203,000	40,796	9,418,703		(215,703)	102.34%
CAPITAL IMPROVEMENTS	-	-	49,341		(49,341)	0.54%
WORKING CASH	2,500	1,166	6,163		(3,663)	246.50%
TORT	158,513	4,758	97,131		61,381	61.28%
<b>TOTAL</b>	<b>41,925,270</b>	<b>493,376</b>	<b>26,415,185</b>	<b>-</b>	<b>15,510,085</b>	<b>63.01%</b>

DISBURSEMENTS	BUDGET 2017 - 2018	CURRENT EXPENDITURES	Y.T.D. EXPENDITURES	CURRENT ENCUMBERED	UNENCUMBERED BALANCE	PERCENT ENCUMBERED
EDUCATIONAL	24,019,888	1,934,794	14,427,909	482,937	9,109,042	60.07%
OPERATIONS & MAINTENANCE	3,257,840	351,932	1,811,661	105,755	1,340,424	55.61%
DEBT SERVICES	2,737,500	-	2,831,447		(93,947)	103.43%
TRANSPORTATION	1,492,750	72,983	580,333	178,808	733,609	38.88%
MUNICIPAL RETIREMENT	493,516	40,785	271,641		221,875	55.04%
SOCIAL SECURITY/MEDICARE	466,573	39,232	276,855		189,718	59.34%
CAPITAL IMPROVEMENTS 2017	8,000,000	12,869	511,964	339,213	7,148,823	6.40%
CAPITAL IMPROVEMENTS	-	-	10,850		(10,850)	0.14%
WORKING CASH	2,500	-	-		2,500	0.00%
TORT	267,975	-	212,523	5,313	50,139	79.31%
<b>TOTAL</b>	<b>40,738,542</b>	<b>2,452,594</b>	<b>20,935,183</b>	<b>1,112,026</b>	<b>18,691,333</b>	<b>51.39%</b>

FUND BALANCE	JULY 1 EQUITY	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE EXPENDITURES	CURRENT ENCUMBERED	OTHER ACTIVITY	*CURRENT EQUITY
EDUCATIONAL	10,814,955	12,597,562	14,427,909	482,937		8,501,671
OPERATIONS & MAINTENANCE	1,988,093	1,615,726	1,811,661	105,755		1,686,403
DEBT SERVICES	3,060,419	1,464,698	2,831,447			1,693,670
TRANSPORTATION	602,728	703,593	580,333	178,808		547,180
MUNICIPAL RETIREMENT	222,362	234,492	271,641			185,213
SOCIAL SECURITY/MEDICARE	167,107	227,776	276,855			118,028
CAP IMPROVEMENTS 2017	-	9,418,703	511,964	339,213		8,567,525
CAPITAL IMPROVEMENTS	12,055	49,341	10,850			50,546
WORKING CASH	2,069,448	6,163	-			2,075,611
TORT	318,560	97,131	212,523	5,313		197,856
<b>TOTAL</b>	<b>19,255,728</b>	<b>26,415,185</b>	<b>20,935,183</b>	<b>1,112,026</b>	<b>343</b>	<b>23,623,702</b>

**COMMUNITY HIGH SCHOOL DISTRICT 94**  
**STATEMENT OF REVENUE AND EXPENDITURES**  
**YTD ENDING**  
**JANUARY 31, 2018**

PERCENT OF FISCAL YEAR COMPLETED:58.33

**DISTRICT 94 REVENUE & EXPENDITURE REPORT**

**JANUARY 31, 2018**

**FUND**

**BEGINNING FUND BALANCE**

**REVENUE BUDGET**

**RECEIPTS**

	EDUCATION	O & M	DEBT SVC	TRANSP	IMRF	SSM	ALL CAP IMPRV	WRK CASH	TORT	TOTAL ALL
<b><u>BEGINNING FUND BALANCE</u></b>	<b>\$ 10,814,955</b>	<b>\$ 1,988,093</b>	<b>\$ 3,060,419</b>	<b>\$ 602,728</b>	<b>\$ 222,362</b>	<b>\$ 167,107</b>	<b>\$ 12,055</b>	<b>\$ 2,069,448</b>	<b>\$ 318,560</b>	<b>\$ 19,255,728</b>
<b><u>REVENUE BUDGET</u></b>	<b>\$ 24,031,122</b>	<b>\$ 3,260,221</b>	<b>\$ 2,779,909</b>	<b>\$ 1,519,072</b>	<b>\$ 497,528</b>	<b>\$ 473,406</b>	<b>\$ 9,203,000</b>	<b>\$ 2,500</b>	<b>\$ 158,513</b>	<b>\$ 41,925,270</b>
<b><u>RECEIPTS</u></b>										
1. CORPORATE P. P. REPLACEMENT TAX	\$ 206,963	\$ 19,858		\$ 13,762	\$ 31,303	\$ 37,553	\$ 117,233		\$ 19,555	446,226
2. SUMMER PROGRAM FEES	27,152									27,152
3. EARNINGS ON TAXES/ INVESTMENTS	55,142	8,950	6,244	3,075	943	296	7	6,163	54	80,872
4. BOND PRINCIPAL AND INTEREST 2017			95,806				9,324,205			9,420,010
5. PUPIL & COMMUNITY SERVICES	705,151									705,151
6. FACILITY RENTALS		23,867								23,867
7. IMPACT FEES/P.U.D/LAND CASH DONATE							26,600			26,600
8. STATE AID	1,426,311									1,426,311
9. STATE/ CATEGORICAL AID /GRANTS FY18	707,261			268,363						975,624
10. ARRA AID/ARRA FEDERAL FUNDING	-									-
11. FEDERAL AID/GRANTS FY18 LATE PMTS	584,215									584,215
12. PROPERTY TAXES - ED. FUND-TORT	8,740,311	1,563,052	1,362,649	417,843	202,247	189,927			77,523	12,553,551
13. PROPERTY TAXES - SPEC'L EDUCATION	113,957									113,957
14. PERMANENT TRANSFER OF INTEREST/EQ										-
15. CURRENT YEAR LEVY-ADVANCED TAXES										-
16. FLOW-THRU/VENDOR REVENUE/MISC REV										-
	31,099			550						31,649
<b>TOTAL REVENUE REALIZED</b>	<b>\$ 12,597,562</b>	<b>\$ 1,615,726</b>	<b>\$ 1,464,698</b>	<b>\$ 703,593</b>	<b>\$ 234,492</b>	<b>\$ 227,776</b>	<b>\$ 9,468,044</b>	<b>\$ 6,163</b>	<b>\$ 97,131</b>	<b>\$ 26,415,185</b>
<i>PERCENT REVENUE REALIZED (Actual/Budget)</i>	<i>52.42%</i>	<i>49.56%</i>	<i>52.69%</i>	<i>46.32%</i>	<i>47.13%</i>	<i>48.11%</i>	<i>102.88%</i>	<i>246.50%</i>	<i>61.28%</i>	<i>63.01%</i>

**TOTAL REVENUE REALIZED**

*PERCENT REVENUE REALIZED (Actual/Budget)*

**EXPENDITURE BUDGET**

**DISBURSEMENTS**

<b><u>EXPENDITURE BUDGET</u></b>	<b>\$ 24,019,888</b>	<b>\$ 3,257,840</b>	<b>\$ 2,737,500</b>	<b>\$ 1,492,750</b>	<b>\$ 493,516</b>	<b>\$ 466,573</b>	<b>\$ 8,000,000</b>	<b>\$ 2,500</b>	<b>\$ 267,975</b>	<b>\$ 40,738,542</b>
<b><u>DISBURSEMENTS</u></b>										
1. SALARIES	\$ 8,869,972	\$ 714,733					\$ 8,986			9,593,691.00
2. BENEFITS	2,236,333	148,304					1,252			2,385,889
3. EMPLOYER IMRF					271,641					271,641
4. EMPLOYER FICA						145,614				145,614
5. EMPLOYER MEDICARE						131,242				131,242
6. PURCHASED SERVICES/CONTRACTS REG	1,339,361	157,839		290,957			78,950			1,867,108
7. PURCHASED SERVICES/mini BUSSES										-
8. PURCHASED SERVICES/SPECIAL ED				229,044						229,044
9. PURCHASED SERVICES/TCID				34,355						34,355
10. FUEL ADJ/EARLY DISMISSAL/FIELD TRIP				25,977						25,977
12. UNEMPLOYMENT INSURANCE										-
13. SCHOOL BOND FINANCIAL SERVICES										-
14. TREASURER BOND									11,265	11,265
15. WORKERS COMPENSATION									80,450	80,450
16. GENERAL LIABILITY INSURANCE									119,486	119,486
17. STUDENT ACCIDENT INSURANCE									1,322	1,322
18. UTILITIES		376,423								376,423
19. SUPPLIES & MATERIALS	337,414	112,472								449,886
20. TAX PAYMENTS										-
21. CAPITAL/NON-CAPITAL EQUIPMENT/FURN	306,527	300,308					433,626			1,040,461
22. CAPITAL CONTRACTS/ IMPROVEMENTS		1,581								1,581
23. CAPITAL LEASE EXPENSE										-
24. BOND INTEREST EXPENSE			161,328							161,328
25. DUES, FEES AND INVESTMENT COSTS	71,132		119							71,250
26. REDEMPTION OF PRINCIPAL			2,670,000							2,670,000
27. PERMANENT TRANSFERS - INTEREST/EQ										-
28. TUITION & SPEC ED COST/(TUITION RFND)	1,266,660									1,266,660
29. RETIREMENT BENEFITS/OTHER	510									510
<b>TOTAL EXPENDITURES DISBURSED</b>	<b>\$ 14,427,909</b>	<b>\$ 1,811,661</b>	<b>\$ 2,831,447</b>	<b>\$ 580,333</b>	<b>\$ 271,641</b>	<b>\$ 276,855</b>	<b>\$ 522,814</b>	<b>\$ -</b>	<b>\$ 212,523</b>	<b>\$ 20,935,183</b>
<i>Encumbered Expenditures</i>	<i>\$ 482,937</i>	<i>\$ 105,755</i>	<i>\$ -</i>	<i>\$ 178,808</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ 339,213</i>	<i>\$ -</i>	<i>\$ 5,313</i>	<i>\$ 1,112,026</i>
<i>PERCENT DISBURSED PLUS ENCUMBERED(Total/Budget)</i>	<i>60.07%</i>	<i>58.86%</i>	<i>103.43%</i>	<i>50.86%</i>	<i>55.04%</i>	<i>59.34%</i>	<i>10.78%</i>	<i>0.00%</i>	<i>81.29%</i>	<i>54.12%</i>

**TOTAL EXPENDITURES DISBURSED**

*Encumbered Expenditures*

*PERCENT DISBURSED PLUS ENCUMBERED(Total/Budget)*

**EXCESS OF REVENUE/(EXPENDITURES)**

**ENDING FUND BALANCE \***

**FUND**

<b><u>EXCESS OF REVENUE/(EXPENDITURES)</u></b>	<b>\$ (1,830,347)</b>	<b>\$ (195,935)</b>	<b>\$(1,366,749)</b>	<b>\$ 123,260</b>	<b>\$ (37,148)</b>	<b>(49,079)</b>	<b>\$ 8,945,230</b>	<b>\$ 6,163</b>	<b>\$(115,392)</b>	<b>\$ 5,480,002</b>
<b><u>ENDING FUND BALANCE *</u></b>	<b>\$ 8,501,671</b>	<b>\$ 1,686,403</b>	<b>\$ 1,693,670</b>	<b>\$ 547,180</b>	<b>\$ 185,213</b>	<b>\$ 118,028</b>	<b>\$ 8,618,071</b>	<b>\$ 2,075,611</b>	<b>\$ 197,856</b>	<b>\$ 23,623,702</b>
<b>FUND</b>	<b>EDUCATION</b>	<b>O &amp; M</b>	<b>DEBT SVC</b>	<b>TRANSP</b>	<b>IMRF</b>	<b>SSM</b>	<b>ALL CAP IMPRV</b>	<b>WRK CSH</b>	<b>TORT</b>	<b>TOTAL ALL</b>

**3 YEAR BUDGET/ACTUAL TOTAL**  
SUMMARY OF AMENDED CURRENT YEAR BUDGET

DEPARTMENT/SUMMARY	FUND	#	DEPT	15 ACTUAL	16 ACTUAL	17 ACTUAL	% CHANGE	18 BUDGET	% CHANGE	18 ACTUAL	YTD %
GENERAL H.S.	10	1	TTL	163,899	147,432	126,695	-60.06%	369,100	-191.33%	73,325	19.87%
HMBD TUTORS	10	2	TTL	53,926	36,002	37,400	-6.54%	37,200	-3.33%	21,062	56.62%
ART	10	3	TTL	238,287	233,574	252,079	-3.29%	266,212	-13.97%	143,578	53.93%
SCIENCE	10	4	TTL	1,132,241	1,261,501	1,288,187	-9.79%	1,357,256	-7.59%	786,447	57.94%
DRIVER'S ED	10	5	TTL	225,170	146,878	153,727	-14.07%	164,058	-11.70%	136,132	82.98%
ENGLISH	10	6	TTL	1,504,422	1,569,209	1,552,387	-3.06%	1,551,974	1.10%	906,863	58.43%
FOREIGN LANG	10	7	TTL	622,480	657,811	633,862	-6.93%	632,591	3.83%	366,096	57.87%
HEALTH ED	10	8	TTL	1,938	962	1,688	93.78%	2,625	-172.88%	160	6.11%
MATHEMATICS	10	9	TTL	1,516,614	1,492,933	1,537,793	1.02%	1,549,868	-3.81%	897,907	57.93%
MUSIC	10	10	TTL	239,396	234,840	239,732	4.38%	262,361	-11.72%	144,245	54.98%
MUSIC INITIATIVE	10	10	TTL	-	-	24,999	-	-	0.00%	3,297	0.00%
PHYSICAL DEV	10	11	TTL	1,123,465	1,212,245	1,227,552	-0.50%	1,195,294	1.40%	622,114	52.05%
SOC STUDIES	10	13	TTL	1,294,648	1,417,983	1,465,961	-7.89%	1,518,400	-7.08%	902,768	59.46%
TECHNOLOGY	10	14	TTL	724,375	814,149	903,063	-9.67%	983,566	-20.81%	674,198	68.55%
DEV LEARNING	10	22	TTL	3,481,469	4,023,729	4,122,903	-2.32%	4,105,257	-2.03%	2,617,297	63.75%
ADULT ED - LOCAL	10	28	TTL	7,618	-	-	-29.14%	10,000	0.00%	-	0.00%
SUMR ADLT ED	10	29	TTL	2,109	3,960	6,457	-49.18%	6,650	-67.94%	2,540	38.20%
BUSINESS ED	10	30	TTL	547,649	543,543	484,521	1.46%	479,041	11.87%	297,446	62.09%
FACS	10	32	TTL	254,816	268,654	257,571	2.15%	169,162	37.03%	136,670	80.79%
IND ARTS-TECH ED	10	34	TTL	150,372	134,984	133,908	16.06%	124,944	7.44%	53,056	42.46%
B T I	10	35	TTL	345	153	-	-13.67%	150	1.93%	-	0.00%
PHOTOGRAPHY	10	36	TTL	14,926	-	-	-	-	-	-	0.00%
SUMMER SCH/R	10	40	TTL	63,990	106,534	67,248	13.05%	72,300	32.13%	40,796	56.43%
SUMMER SPORTS CA	10	41	TTL	44,444	44,600	47,564	-1.24%	45,000	-0.90%	35,548	79.00%
BILINGUAL	10	45	TTL	518,222	541,136	492,596	-2.28%	512,430	5.30%	307,719	60.05%
SOCIAL WORKE	10	50	TTL	341,209	210,863	201,735	93.45%	205,872	2.37%	117,785	57.21%
GUIDANCE DEP	10	51	TTL	653,440	634,252	683,429	6.11%	697,170	-9.92%	401,532	57.59%
SCHOOL NURSE	10	52	TTL	176,998	173,991	175,876	10.78%	180,335	-3.65%	105,063	58.26%
PSYC SERVICE	10	53	TTL	151,563	161,158	170,537	-7.00%	164,062	-1.80%	84,455	51.48%
AVID PROGRAM	10	54	TTL	133,626	156,091	186,780	-24.29%	202,075	-29.46%	116,946	57.87%
SPEECH PATH/AUDIC	10	55	TTL	59,907	62,717	64,303	0.00%	66,123	-5.43%	37,619	-3.04%
LEARNING RES	10	61	TTL	287,778	272,085	248,928	-0.44%	259,020	4.80%	157,806	60.92%
STAFF & CURR DEV	10	62	TTL	217,781	239,438	264,787	-20.15%	274,614	-14.69%	101,514	36.97%
UTTERBACK DONATI	10	64	TTL	16,255	21,489	2,735	-6.52%	-	100.00%	-	0.00%
ASST PRINCIPAL	10	69	TTL	1,063,106	1,083,594	1,016,334	2.62%	1,184,371	-9.30%	773,756	65.33%
PRINCIPAL	10	70	TTL	769,880	752,324	743,203	0.09%	721,624	4.08%	443,821	61.50%
SUPT OFFICE	10	71	TTL	298,514	303,749	331,123	-5.18%	346,189	-13.97%	201,241	58.13%
DIR OF PRSNL	10	72	TTL	248,118	257,225	224,279	2.89%	249,282	3.09%	140,238	56.26%
COMM RELATIONS	10	73	TTL	36,939	57,398	59,057	-40.77%	62,925	-9.63%	35,704	56.74%
ED FOUNDATIO	10	74	TTL	2,125	2,382	1,372	0.00%	2,500	-4.94%	6,437	0.00%
BOARD OF ED	10	75	TTL	148,375	158,611	167,319	-8.75%	181,625	-14.51%	138,082	76.03%
DIR OF BUSIN	10	80	TTL	160,500	162,550	145,341	-1.76%	153,104	5.81%	102,701	2.37%
CAFETERIA	10	82	TTL	17,167	8,153	11,454	-71.39%	50,500	-519.43%	3,634	7.20%
EMP BENEFITS	10	83	TTL	49,170	19,903	37,545	7.36%	47,200	-137.14%	912	1.93%
FISCAL SVCS	10	85	TTL	287,453	311,793	294,099	-10.25%	321,417	-3.09%	170,027	52.90%
MIS	10	90	TTL	343,126	326,143	313,285	3.18%	341,383	-4.67%	176,459	51.69%
PMT OTH DIST	10	97	TTL	1,089,255	423,660	437,969	24.54%	489,500	-15.54%	606,670	123.94%

**3 YEAR BUDGET/ACTUAL TOTAL**  
SUMMARY OF AMENDED CURRENT YEAR BUDGET

DEPARTMENT/SUMMARY	FUND	#	DEPT	15 ACTUAL	16 ACTUAL	17 ACTUAL	% CHANGE	18 BUDGET	% CHANGE	18 ACTUAL	YTD %
ATH/INTERSCH	10	100	TTL	867,834	839,814	830,543	3.74%	826,324	1.61%	491,773	59.51%
AQUATICS	10	102	TTL	-	-	-	-	-	0.00%	-	0.00%
INTERSCHOLAS	10	104	TTL	215,199	252,749	227,398	-17.77%	251,825	0.37%	123,140	48.90%
ADULT ED - STATE	10	902	TTL	84,683	800	92,565	-3.59%	92,565	-11470.90%	97,433	105.26%
CTEIG	10	903	TTL	45,873	45,731	46,226	-0.21%	46,226	-1.08%	33,531	72.54%
BILING TBE	10	904	TTL	91,056	97,819	106,798	-4.69%	106,795	-9.18%	48,528	45.44%
A E & L	10	905	TTL	25,129	3,367	29,996	0.00%	29,996	-790.97%	32,200	107.35%
C PERKINS	10	906	TTL	34,507	31,319	38,995	0.96%	37,700	-20.38%	17,314	45.93%
TITLE 1-LOW	10	908	TTL	244,986	340,496	357,360	-25.69%	355,319	-4.35%	140,947	39.67%
ISLG GRANT	10	925	TTL	1,568	1,476	1,177	0.00%	1,500	-1.63%	1,275	85.02%
MEDICAID DIRECT DV	10	929	TTL	124,915	42,480	72,148	-24.37%	50,000	-17.70%	38,842	77.68%
IDEA 94-142 FLOW-TH	10	930	TTL	356,095	395,255	462,861	-34.55%	462,861	-17.10%	276,592	59.76%
ADM OUTREACH	10	931	TTL	12,561	27,778	20,173	-60.27%	20,173	27.38%	8,897	44.10%
TEACHER QUALITY	10	932	TTL	41,370	10,608	27,836	-0.10%	29,977	-182.58%	12,268	40.93%
FED ADULT ED	10	944	TTL	75,317	72,539	77,550	0.00%	77,550	-6.91%	150	0.19%
LEARN SERVE	10	945	TTL	-	-	-	-	-	-	-	0.00%
EL/CIVICS	10	946	TTL	-	-	-	-	-	-	-	0.00%
LIPLEPS	10	950	TTL	18,780	19,971	11,746	-13.09%	11,746	41.19%	13,350	113.66%
BILINGUAL - IEP	10	951	TTL	2,336	3,015.10	3,539	-7.15%	3,000	0.50%	-	0.00%
O&M FUND	20	0	TTL	2,542,962	2,805,202	3,610,425	-16.87%	3,257,840	-16.14%	1,811,661	55.61%
DEBT SVC FND	30	0	TTL	3,050,202	3,050,130	2,742,875	0.04%	2,737,500	10.25%	2,831,447	103.43%
TRANSPORTATION	40	0	TTL	1,311,851	1,271,828	1,291,882	-3.61%	1,412,750	-11.08%	554,253	39.23%
SCIENCE	40	4	TTL	(1,372)	(9)	(487)	-	-	100.00%	232	0.00%
ENGLISH	40	6	TTL	-	-	(505)	-	-	0.00%	-	0.00%
FOREIGN EXCH	40	7	TTL	686	135	623	-	-	100.00%	232	0.00%
MUSIC	40	10	TTL	-	308	-	-	-	0.00%	-	0.00%
PHYSICAL DEV	40	11	TTL	-	-	-	-	-	0.00%	-	0.00%
SOCIAL STUDIES	40	13	TTL	227	(1)	(122)	-	-	100.00%	26	0.00%
SPECIAL ED	40	22	TTL	-	-	-	-	-	0.00%	-	0.00%
BUSINESS ED	40	30	TTL	-	(105)	-	-	-	0.00%	-	0.00%
FACS	40	32	TTL	-	181	-	-	-	0.00%	-	0.00%
PHOTOGRAPHY	40	36	TTL	-	-	-	-	-	0.00%	-	0.00%
ATH/INTERSCH	40	100	TTL	69,012	73,381	60,270	0.00%	80,000	-9.02%	25,390	31.74%
PEP BUS	40	104	TTL	5,903	2,555	6,714	0.00%	-	100.00%	200	100.00%
IMRF	50	0	TTL	472,385	463,758	468,364	-1.96%	493,516	-6.42%	271,641	55.04%
SOC SEC & MEDCAR	51	0	TTL	454,114	462,637	474,178	-1.75%	466,573	-0.85%	276,855	59.34%
CAP PROJ 2017	60	0	TTL	3,345,450	2,966,525	5,165,980	-9.72%	8,000,000	-169.68%	511,964	6.40%
CAPITAL PROJECTS	65	0	TTL	3,345,450	2,966,525	5,165,980	-9.72%	-	100.00%	10,850	0.00%
W/C	70	0	TTL	-	2,322	4,649	-	2,500	-	-	0.00%
TORT FUND	80	0	TTL	212,927	256,821	229,720	-30.45%	267,975	-4.34%	212,523	79.31%
<b>TOTALS</b>				<b>\$ 37,531,114</b>	<b>\$ 37,199,790</b>	<b>\$ 42,466,839</b>	<b>-9.06%</b>	<b>\$ 40,738,542</b>	<b>3.28%</b>	<b>\$ 20,935,183</b>	<b>51.39%</b>

**COMMUNITY HIGH SCHOOL  
DISTRICT 94**  
REVENUE AND EXPENDITURE REPORT  
LOCAL, STATE, AND FEDERAL GRANTS  
Ending January 31, 2018

GRANT REVENUE & EXPENDITURE SUMMARY  
JANUARY 2018

Percentage of Fiscal Year:  
58.33%

NAME	SOURCE	CODE	DEPT	CURRENT BUDGET	PRIOR YEAR REVENUE	FY 18 REVENUE	EXPENDITURES	ENCUMBERED	BALANCE	% UNREALIZED REVENUE
Adult Ed Summer School & Computer L	Local	132300	29	\$ 6,650		\$ 1,945	\$ 2,540		\$ (595)	71%
DuPage Foundation - Music Initiative	Local	199900	10	\$ -					\$ -	100%
Education Foundation/Leadership Mini	Local	199990	74/918	\$ 2,500		\$ 5,817	\$ 6,437		\$ (620)	100%
C.T.E.I.G. Vocational Programs	State	322000	903	\$ 46,226			\$ 33,531		\$ (33,531)	100%
Bilingual T.B.E./T.P.I.	State	330500	924/904	\$ 106,795	\$ 79,831		\$ 48,528		\$ (48,528)	100%
Adult Ed State Basic 3-1	State	340000	902	\$ 92,565	\$ 97,580		\$ 97,433		\$ (97,433)	100%
Adult Ed Performance	State	340100	905	\$ 29,996	\$ 32,200		\$ 32,200		\$ (32,200)	100%
State Library Grant	State	380000	925	\$ 1,500			\$ 1,275		\$ (1,275)	100%
Title 1 Low Income NCLB	Federal	430000	908	\$ 355,319	\$ 141,456	\$ 63,674	\$ 140,947		\$ (77,273)	82%
I.D.E.A. Flow Thru Sub-Grant **	Federal	462000	930	\$ 462,861	\$ 92,723	\$ 151,575	\$ 276,592	\$ 7,052	\$ (132,069)	67%
Title IIC Carl Perkins - Voc Ed	Federal	474500	906	\$ 37,700			\$ 17,314	\$ 1,298	\$ (18,612)	100%
Adult Ed Federal Basic	Federal	480000	944	\$ 77,550	\$ 30,539		\$ 150		\$ (150)	100%
Medicaid Direct Service Costs **	Federal	490000	929	\$ 50,000	\$ 8,484	\$ 55,209	\$ 38,842		\$ 16,367	-10%
Medicaid Administrative Outreach **	Federal	490000	931	\$ 20,173			\$ 8,897		\$ (8,897)	100%
Bilingual - IEP	Federal	490500	951	\$ 3,000					\$ -	100%
Title III LIPLEPS	Federal	490900	950	\$ 11,746	\$ 8,178		\$ 13,350	\$ 3,084	\$ (16,435)	100%
Title II A Teacher Quality NCLB	Federal	493200	932	\$ 29,977	\$ 9,869	\$ 6,591	\$ 12,268		\$ (5,677)	78%
<b>TOTAL</b>				<b>\$ 1,334,557</b>	<b>\$ 500,860</b>	<b>\$ 284,811</b>	<b>\$ 730,303</b>	<b>\$ 11,434</b>	<b>\$ (456,926)</b>	<b>78.7%</b>

\*\* Special Ed Grants

**COMMUNITY HIGH SCHOOL**

**DISTRICT 94**

LOCAL, STATE, FEDERAL GRANTS

Ending January 31, 2018

Percent of Fiscal Year

58.33%

JANUARY 2018

**GRANT REVENUE**

NAME	SOURCE	CODE	DEPT	GRANT BUDGET	PRIOR YR REVENUE	FY18 REVENUE	\$ UNREALIZED	% UNREALIZED	% REALIZED
Adult Ed Summer School & Comput	Local	132300	29	\$ 6,650	\$ -	\$ 1,945	\$ 4,705	71%	29%
DuPage Foundation - Music Initiative	Local	199900	10	\$ -	\$ -	\$ -	\$ -	0%	0%
Education Foundation/Leadership M	Local	199990	74/918	\$ 2,500	\$ -	\$ 5,817	\$ (3,317)	-133%	233%
C.T.E.I.G. Vocational Programs	State	322000	903	\$ 46,226	\$ -	\$ -	\$ 46,226	100%	0%
Bilingual T.B.E./T.P.I.	State	330500	924/904	\$ 106,795	\$ 79,831	\$ -	\$ 106,795	100%	0%
Adult Ed State Basic 3-1	State	340000	902	\$ 92,565	\$ 97,580	\$ -	\$ 92,565	100%	0%
Adult Ed Performance	State	340100	905	\$ 29,996	\$ 32,200	\$ -	\$ 29,996	100%	0%
State Library Grant	State	380000	925	\$ 1,500	\$ -	\$ -	\$ 1,500	100%	0%
Title 1 Low Income NCLB	Federal	430000	908	\$ 355,319	\$ 141,456	\$ 63,674	\$ 291,645	82%	18%
I.D.E.A. Flow Thru Sub-Grant **	Federal	462000	930	\$ 462,861	\$ 92,723	\$ 151,575	\$ 311,286	67%	33%
Title IIC Carl Perkins - Voc Ed	Federal	474500	906	\$ 37,700	\$ -	\$ -	\$ 37,700	100%	0%
Adult Ed Federal Basic	Federal	480000	944	\$ 77,550	\$ 30,539	\$ -	\$ 77,550	100%	0%
Medicaid Direct Service Costs **	Federal	490000	929	\$ 50,000	\$ 8,484	\$ 55,209	\$ (5,209)	-10%	110%
Medicaid Administrative Outreach **	Federal	490000	931	\$ 20,173	\$ -	\$ -	\$ 20,173	100%	0%
Bilingual IEP	Federal	490500	951	\$ 3,000	\$ -	\$ -	\$ -	0%	0%
Title III LIPLEPS	Federal	490900	950	\$ 11,746	\$ 8,178	\$ -	\$ 11,746	100%	0%
Title II A Teacher Quality NCLB	Federal	493200	932	\$ 29,977	\$ 9,869	\$ 6,591	\$ 23,386	78%	22%
<b>TOTAL</b>				<b>\$ 1,334,557</b>	<b>\$ 500,860</b>	<b>\$ 284,811</b>	<b>\$ 1,049,746</b>	<b>78.7%</b>	<b>21.3%</b>

\* Amended Revenue activity may occur throughout FY17/18 impacting expenditure activity

**GRANT EXPENDITURES**

NAME	SOURCE	CODE	DEPT	GRANT BUDGET	EXPENDITURE	ENCUMBERED	BUDGET BALANCE	% UNENCUMBERED	% ENCUMBERED
Adult Ed Summer School & Comput	Local	132300	29	\$ 6,650	2,540			0%	38%
DuPage Foundation - Music Initiative	Local	199900	10	\$ -				0%	0%
Education Foundation/Leadership M	Local	199990	74/918	\$ 2,500	6,437			0%	257%
C.T.E.I.G. Vocational Programs	State	322000	903	\$ 46,226	33,531			0%	73%
Bilingual T.B.E./T.P.I.	State	330500	924/904	\$ 106,795	48,528			0%	45%
Adult Ed State Basic 3-1	State	340000	902	\$ 92,565	97,433			0%	105%
Adult Ed Performance	State	340100	905	\$ 29,996	32,200			0%	107%
State Library Grant	State	380000	925	\$ 1,500	1,275			0%	85%
Title 1 Low Income NCLB	Federal	430000	908	\$ 355,319	140,947			0%	40%
I.D.E.A. Flow Thru Sub-Grant **	Federal	462000	930	\$ 462,861	276,592	\$ 7,052		0%	61%
Title IIC Carl Perkins - Voc Ed	Federal	474500	906	\$ 37,700	17,314	\$ 1,298		0%	49%
Adult Ed Federal Basic	Federal	480000	944	\$ 77,550	150			0%	0%
Medicaid Direct Service Costs **	Federal	490000	929	\$ 50,000	38,842			0%	78%
Medicaid Administrative Outreach **	Federal	490000	931	\$ 20,173	8,897			0%	44%
Bilingual IEP	Federal	490500	951	\$ 3,000				0%	0%
Title III LIPLEPS	Federal	490900	950	\$ 11,746	13,350	\$ 3,084		0%	140%
Title II A Teacher Quality NCLB	Federal	493200	932	\$ 29,977	12,268			0%	41%
<b>TOTAL</b>				<b>\$ 1,334,557</b>	<b>\$ 730,303</b>	<b>\$ 11,434</b>	<b>\$ -</b>	<b>0%</b>	<b>56%</b>

\*\* Special Ed Grants

**COMMUNITY HIGH SCHOOL  
DISTRICT 94  
PETTY CASH FUND  
JANUARY 31, 2018**

*This listing represents payments from the High School Cash Fund for January 31, 2018. Reimbursement for the following paid from this fund is hereby requested from the Board of Education of Community High School District 94, West Chicago, Illinois at its regular meeting on February 20, 2018.*

<u>DATE PAID</u>	<u>PAID TO</u>	<u>FOR</u>	<u>AMOUNT</u>
Jan 03, 2018	Laurie Majchrowski	SpEd Transition Trip	\$ 8.00
Jan 03, 2018	Valerie Cook	SpEd Transition Trip	16.00
Jan 03, 2018	Lucia Carlos	SpEd Transition Trip	8.00
Jan 03, 2018	Katie Sullivan	SpEd Transition Trip	16.00
Jan 12, 2018	Pedro Perez	Postage	12.37
Jan 18, 2018	Pedro Perez	Postage	18.81
Jan 31, 2018	Pedro Perez	Postage	12.05
		Total	<u>\$ 91.23</u>

\_\_\_\_\_  
Director of Business Services

\_\_\_\_\_  
*February 15, 2018*  
Date

LOC	LOC	January 2017-18 Beginning Balance	January 2017-18 Debits	January 2017-18 Credits	January 2017-18 Monthly Activity	Ending Balance
99	STUDENT ACTIVITY					
505	CHESS	1,690.74CR	41.19	102.00	-60.81	1,751.55CR
506	SPED RECYC/SHRD	1,224.39CR				1,224.39CR
507	BEST BUDDIES	6,929.99CR	1.21	355.00	-353.79	7,283.78CR
508	CRTE ENT	541.24CR				541.24CR
511	ART COLLECTION	105.35CR				105.35CR
513	INTL CLUB	1,936.67CR	1.21		1.21	1,935.46CR
514	CHRONICLE	1,813.80CR	0.24	50.00	-49.76	1,863.56CR
515	CHEERLEADING	3,999.06CR	102.66		102.66	3,896.40CR
516	DANCE PROD	2,185.33CR	5.08		5.08	2,180.25CR
517	SPEECH	2,573.93CR	152.42		152.42	2,421.51CR
518	FBLA	418.46CR	43.21	519.67	-476.46	894.92CR
520	GERMAN CLUB	31.74CR				31.74CR
521	FICA-SKILLS	1,317.22CR	2.42	957.27	-954.85	2,272.07CR
523	MATH TEAM	351.61CR				351.61CR
524	HORTICULTURE	3,710.74CR	1.21		1.21	3,709.53CR
526	PEP CLUB	1,949.81CR				1,949.81CR
527	POMS	5,079.34CR	2.42	127.95	-125.53	5,204.87CR
528	SNOWBALL	2,428.88CR	0.24		0.24	2,428.64CR
529	SADD	1,662.78CR				1,662.78CR
530	EXCHANGE	5,135.79CR	345.00	305.00	40.00	5,095.79CR
531	SPANISH CLUB	3,685.59CR				3,685.59CR
533	STUDENT COUNCIL	21,927.38CR	3,696.22	6,317.00	-2,620.78	24,548.16CR
534	SUNDRY	1,651.40CR				1,651.40CR
535	THESPIANS	5,786.14CR	1,243.55	5,362.78	-4,119.23	9,905.37CR
536	VOCATIONAL SIGN	1,836.54CR				1,836.54CR
537	YEARBOOK	4,895.99CR				4,895.99CR
538	BAND-JAZZ	1,463.56CR		562.43	-562.43	2,025.99CR
539	CHORAL-CHOIR	34,351.78CR	2,448.72	4,481.50	-2,032.78	36,384.56CR
540	ORCHESTRA	7,624.60CR	1,383.95	2,955.75	-1,571.80	9,196.40CR
541	INTERACT CLUB	3,903.58CR				3,903.58CR
542	ANL	2,013.73CR				2,013.73CR
543	WEGO CARES	939.97CR				939.97CR
544	SCHOLASTIC BOWL	1,319.65CR	937.88	508.82	429.06	890.59CR
545	PHOTGRAPHY	58.01CR				58.01CR
547	NHS	1,475.95CR				1,475.95CR
548	GSA	774.39CR				774.39CR
549	CREATIVE WRITNG	435.65CR	564.59	185.00	379.59	56.06CR
550	ACTIVE DIR ACCT	1,121.88CR				1,121.88CR

LOC	LOC	January 2017-18 Beginning Balance	January 2017-18 Debits	January 2017-18 Credits	January 2017-18 Monthly Activity	Ending Balance
99	STUDENT ACTIVITY					
551	TRANSITION CTR	3,012.00CR		166.82	-166.82	3,178.82CR
552	TRI M	434.99CR				434.99CR
553	HAGGERTY FORD	14,175.52CR	83.11		83.11	14,092.41CR
554	OLA'AS	851.32CR				851.32CR
555	COMPASS	85.32CR				85.32CR
560	WEGO 2 AFR	32.52CR				32.52CR
561	SLC9 2 AFRICA	3,396.11CR	1,000.48	1,885.00	-884.52	4,280.63CR
562	PRESCHOOL	933.70CR	12.91	141.00	-128.09	1,061.79CR
563	Teen Mom	119.87CR				119.87CR
564	HUMANITIES/SSS	7,950.00CR	500.00		500.00	7,450.00CR
566	ROAR	1,221.37CR				1,221.37CR
570	ADAMS EXPRESS	48.07CR				48.07CR
572	SPORTSFEST	2,445.01CR				2,445.01CR
573	TARGET	166.89CR				166.89CR
576	OUT/BD AT RISK	0.57CR				0.57CR
580	LOUIS RANSOM AR	497.00CR				497.00CR
582	STEP PROJECT	199.82CR				199.82CR
583	STEPPERS	3,161.27CR		25.00	-25.00	3,186.27CR
584	GREEN CLUB	666.57CR				666.57CR
585	FRENCH CLUB	822.59CR	0.24		0.24	822.35CR
586	LRC BOOK CLUB	134.94CR				134.94CR
587	LIFESMARTS	343.80CR				343.80CR
589	CONSUMER ED	1.84CR				1.84CR
591	TECHNOLOGY	5.50CR				5.50CR
592	HABITAT FOR HUM	25.92CR				25.92CR
600	ATHLETIC TRAINR	1,716.84CR				1,716.84CR
601	BADMINTON	727.11CR		251.10	-251.10	978.21CR
602	BASEBALL	10,098.92CR	1,542.88	1,191.30	351.58	9,747.34CR
603	BOY'S BB	7,264.43CR	38.39		38.39	7,226.04CR
604	BOY'S CROSS CTY	321.58CR				321.58CR
605	BOY'S SOCCER	91.21CR	1.21	537.03	-535.82	627.03CR
606	BOY'S TENNIS	237.79CR				237.79CR
607	BOY'S TRACK	989.51CR				989.51CR
608	GIRL'S FDR BB	563.53CR	489.80		489.80	73.73CR
609	FOOTBALL	2,901.52CR	920.11	76.88	843.23	2,058.29CR
610	GIRL'S BASKETBL	1,063.13CR	66.62	252.30	-185.68	1,248.81CR
611	GIRL'S CROSS CT	652.46CR		176.08	-176.08	828.54CR
612	GIRL'S SOCCER	4,449.14CR	280.00		280.00	4,169.14CR

LOC	LOC	January 2017-18 Beginning Balance	January 2017-18 Debits	January 2017-18 Credits	January 2017-18 Monthly Activity	Ending Balance
99	STUDENT ACTIVITY					
613	GIRL'S TENNIS	2,811.10CR		49.46	-49.46	2,860.56CR
614	GIRL'S TRACK	1,146.27CR				1,146.27CR
615	BOYS GOLF	1,287.91CR				1,287.91CR
616	MUSIC	5,529.20CR	563.88		563.88	4,965.32CR
617	SOFTBALL	9,881.98CR	568.60	6,770.56	-6,201.96	16,083.94CR
618	BOYS SWIM TEAM	1,009.39CR	949.99	1,151.94	-201.95	1,211.34CR
619	GIRLS V-BALL	1,037.53CR	2.42	1,326.27	-1,323.85	2,361.38CR
620	GIRL'S FDR VB	954.15CR	1.45	80.00	-78.55	1,032.70CR
621	WRESTLING	2,015.49CR				2,015.49CR
622	ATHLETIC DIR	66.85CR				66.85CR
623	GIRLS SWIM TEAM	1,668.74CR	2,393.60	2,162.95	230.65	1,438.09CR
624	GIRLS GOLF	782.18CR				782.18CR
625	BOYS V-BALL	629.57CR				629.57CR
---	*STUDENT ACTIVI	240,982.70CR	20,389.11	39,033.86	-18,644.75	259,627.45CR
Grand Equity To		240,982.70CR	20,389.11	39,033.86	-18,644.75	259,627.45CR

Number of Accounts: 89

\*\*\*\*\* End of report \*\*\*\*\*

**Community High School District 94**

**Vendor List Update**

**January 31, 2018**

GHA Technologies

Quick Key Locksmith 24/7

RAM Transport Inc

*David Blatchley*

---

David Blatchley, Director of Business Services

*2-15-18*

---

Date

**From:** Cheryl Roberson <CRoberson@mbfinancial.com>  
**Sent:** Monday, January 22, 2018 1:52:07 PM GMT  
**To:** "colsen@d94.org" <colsen@d94.org>  
**Subject:** [send secure] Quarterly interest email  
**Attachments:** image001.jpg  
Cheryl Csiszar-Roberson.vcf

[Attachment Help](#)

[Reply](#)

---

Happy mid-Winter, Chris! Hope you had a great holiday season!

Interest posted on January 19, 2018 \$77.69. Balance is now: \$205,573.77 for CD 8000952997.

Take care.

Patty Almond or James Jones will be taking over the quarterly email to you as I have been moved to a new Group.

I have really enjoyed our emails and wish you all the best!!!

Cheryl

[cid:image001.jpg@01D39355.E56C9C80]

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**COMMUNITY HIGH SCHOOL DISTRICT 94  
CAPITAL IMPROVEMENTS BOND REFERENDUM SERIES 2017  
FINANCIAL STATEMENT  
YTD ENDING JANUARY 31, 2018**

<b>SOURCE OF FUNDS</b>	<b>CAPITAL IMPROVEMENTS - BOND REFERENDUM</b>
<b>BEGINNING BALANCE</b>	<b>\$ -</b>
<b>REVENUE BUDGET</b>	<b>\$ 9,203,000</b>
<b>RECEIPTS</b>	
1. BOND PRINCIPAL - BONDS SOLD SERIES 2017	\$ 9,290,561
2. BOND INTEREST - BOND SERIES 2017	\$ 33,644
<b>TOTAL REVENUE REALIZED</b>	<b>\$ 9,324,205</b>
<i>PERCENT REVENUE REALIZED (Actual/Budget)</i>	<i><u>101.32%</u></i>
<b>EXPENDITURE BUDGET</b>	<b>\$ 8,000,000.00</b>
<b>DISBURSEMENTS</b>	
1. EARNINGS	\$ 8,986
2. INSURANCE	1,252
3. EMPLOYER IMRF	1,082
4. EMPLOYER FICA	557
5. EMPLOYER MEDICARE	130
6. PURCHASED SERVICES - BOND ISSUANCE	78,950
7. CAPITAL 2018 RENOVATIONS	335,054
8. CAPITAL 2018 GYM BLEACHERS	21,656
9. CAPITAL 2018 TENNIS COURT	33,895
10 CAPITAL 2019 - 2020 ADDITION-REMODELING	32,172
<b>TOTAL EXPENDITURES DISBURSED</b>	<b>\$ 513,733</b>
<i>Encumbered Expenditures</i>	
<i>PERCENT DISBURSED PLUS ENCUMBERED(Total/Budget)</i>	<i><u>6.42%</u></i>
<b>EXCESS OF REVENUE/(EXPENDITURES)</b>	<b>\$ 8,810,472</b>
<b>ENDING BALANCE</b>	<b>\$ 8,810,472</b>
<b>SOURCE OF FUNDS</b>	<b>CAPITAL IMPROVEMENTS - BOND REFERENDUM</b>

**COMMUNITY HIGH SCHOOL DISTRICT 94**  
**CAPITAL IMPROVEMENTS BOND REFERENDUM SERIES 2017**  
**EXPENDITURE DETAILS**  
**YTD ENDING JANUARY 31, 2018**

<b>EARNINGS - Building Operations</b>	<b>\$8,986</b>	<b>BENEFITS - Life, LTD, Dental, Health Ins.</b>	<b>1,252</b>	<b>BENEFITS - IMRF, FICA, Medicare</b>	<b>1,769</b>
Monthly = \$10,449		Monthly = \$1,455		IMRF - Employer Pd IMRF Rate 12.04%	
Director Dec 2017 \$10,449 x 63%	6,583	Director Dec 2017 \$1,455 x 63% = \$917	917	Earnings thru Jan. 2018 \$8,986 x 12.04%	1,082
Director Jan 2018 \$10,449 x 23%	2,403	Director Jan 2017 \$1,455 x 23% = \$335	335	FICA - Employer Pd FICA Rate 6.2%	
				Earnings thru Jan. 2018 \$8,986 x 6.2%	557
				MEDICARE - Employer Pd Medicare Rate 1.45%	
				Earnings thru Jan. 2018 \$8,986 x 1.45%	130

**COMMUNITY HIGH SCHOOL DISTRICT 94**  
**CAPITAL IMPROVEMENTS BOND REFERENDUM SERIES 2017**  
**EXPENDITURE DETAILS**  
**YTD ENDING JANUARY 31, 2018**

PURCHASED SERVICES -	78,950	CAPITAL 2018 RENOVATIONS	335,054	CAPITAL 2018 GYM BLEACHERS	\$21,656
Issuance Costs:		DLA Architects, Ltd Jun 2017 1926 Bld	2,313	DLA Architects, Ltd Aug 2017 Replacement	7,560
Bond council - Chapman & Cutler	32,500	DLA Architects, Ltd Jul 2017	12,933	DLA Architects, Ltd Sep 2017 Replacement	3,240
Disclosure Counsel, Chapman & Cutler	21,000	DLA Architects, Ltd Aug 2017	58,609	DLA Architects, Ltd Oct 2017 Replacement	5,400
Rating Agency, Moodys	14,000	DLA Architects, Ltd Sep 2017	87,583	DLA Architects, Ltd Nov 2017 Replacement	5,456
Issuer Counsel, Hauser Izzo LLC	5,000	DLA Architects, Ltd Oct 2017	104,012		
Preliminary/Final Official Statement Printing	2,500	DLA Architects. Ltd. Nov 2017	53,811		
Bond Registrar/Paying Agent, Amalgamated	950	Advance Mechanical - Sewer System	10,430		
Treasurer's Surety Bond	2,000	Hygieneering, Inc - Plaster Ceiling Inspec.	2,019		
Filing and Fedex and Other Expenses	1,000	S&j Door Labor and Installation RM#130	3,345		

**COMMUNITY HIGH SCHOOL DISTRICT 94**  
**CAPITAL IMPROVEMENTS BOND REFERENDUM SERIES 2017**  
**EXPENDITURE DETAILS**  
**YTD ENDING JANUARY 31, 2018**

<b>CAPITAL 2018 TENNIS COURT</b>		<b>\$33,895</b>	<b>CAPITAL 2019 - 2020 ADDITION-REMODELING</b>		<b>\$32,172</b>	<b>GRAND TOTAL</b>	<b>\$513,733</b>
OZ Engineering, LLC Resurface Investigation	5,520		DLA Architects, Ltd Nov 2017 Begin Project	32,172			
W-T Group, LLC Survey Services	3,250						
W-T Group, LLC Survey Services	6,000						
DLA Architects, Ltd Aug 2017 Reconstruct	2,240						
DLA Architects, Ltd Sep 2017 Reconstruct	2,435						
DLA Architects, Ltd Oct 2017 Reconstruct	5,950						
DLA Architects, Ltd Nov 2017 Reconstruct	8,500						

Office of Human Resources – Personnel Report  
2/20/18 – Board of Education Meeting

NAME	POSITION	DIVISION	EFFECTIVE DATE	FTE	ACTION
<b>NEW HIRES</b>					
Araceli Figueroa	Custodian – 2 <sup>nd</sup> Shift	Building Operations	2/6/18	1.0	New hire / replacement
<b>SEPARATION OF EMPLOYMENT</b>					
William Lech	Division Head	Physical Development	6/30/18	1.0	Resignation
<b>LEAVE OF ABSENCE</b>					
Denyse Christensen	Specialist – Registrar	MIS	1/18/18 – 2/6/18 – Intermittent	1.0	FMLA
Socorro Serrato	Custodian – 2 <sup>nd</sup> Shift	Building Operations	1/16/18 – 1/29/18	1.0	FMLA
Fanny Lopez	Clerk – Receptionist	Deans’ Office	2/6/18 – 3/19/18	1.0	FMLA
Lindsey Evans	Teacher – French	World Languages	2018/2019 School Year	1.0	FMLA and LOA
Brianne Ferreiro	Teacher – Science	Science	1/26/18 – 2/16/18	1.0	FMLA
Jamie McGriff	Custodian – 2 <sup>nd</sup> Shift	Building Operations	1/18/18 – 1/18/19 – Intermittent	1.0	FMLA
Nicole Luedtke	Teacher – Physical Development	Physical Development	8/13/18 – 9/24/18	1.0	FMLA
Brittany Nelson	Teacher – Spanish	World Languages	8/13/18 – 1/7/19	1.0	FMLA and LOA
Anne Marie Salazar	Teacher – Spanish	World Languages	8/13/18 – 11/26/18	1.0	FMLA and LOA
<b>COACHING/ACTIVITY RECOMMENDATIONS</b>					
Peter Conrad	Assistant Coach	Boys Track & Field	1/15/18		New hire / replacement
James Wallace	Sponsor	Pit Orchestra	2017/2018 School Year		New hire / replacement
Michael Savegnago	Assistant Coach	Boys Track & Field	2/7/18		Resignation
Denise McCance	Assistant Coach	Girls Softball	1/23/18		Resignation

**COMMUNITY HIGH SCHOOL**  
**DISTRICT 94**  
**MEMO**

**TO:** Board of Education, Superintendent Domeracki  
**FROM:** Dave Blatchley  
**RE:** Special Education Bussing Contract  
**DATE:** 02-20-2018

Our special education cooperative, SASSED, recently went out to bid for special education bussing. The current expiring contract was for a three-year period with Septran/Durham Inc. The low bidder and the recommended contractor is Sunrise Southwest, LLC. Twelve districts including SASSED were included in the bid.

As you will see from the attached documents, a structural change in the bid documents was made to attract more bidders. The fee structure was changed from a per student cost to a per route cost. It was decided not to divide this work into multiple contracts. The fee structure in the bid has fixed costs in the initial year of the contract. The rates increase in the next two years of the contract based upon the increase in the CPI with a floor of 1.5% and a ceiling of 3.0%.

The estimated cost of the existing annual contract through SASSED is \$5,250,000. The cost of the bid from Sunrise represents an increase in total costs to participating districts of approximately 25%.

Current annualized costs for special education transportation for District 94 is approximately \$727,079. The state reimburses a portion of these costs. This year we are bussing on average 69 students per month.



February 5, 2018

To: Shelly Clark and Deb LeBlanc, Benjamin School District #25  
Matt Rich and Dawn Winkelman, Winfield School District #34  
Pat Volling and Diana Brown, Villa Park School District #45  
Sue Caddy and Cathy Fisher, Maercker School District #60  
Kerry Foderaro and Terry Murphy, Cass School District #63  
Tim Arnold and Kim Liles, Center Cass School District #66  
Curt Saindon and Anne Bowers, Woodridge School District #68  
David Blatchley and Danielle Welch, West Chicago High School District #94  
Mark Staehlin and Scott Wuggazer, Community High School District #99  
Tom Schneider Tenika Pickens, Burr Ridge School District #180  
Kim Anderson and Linda Klawitter, Westmont School District #201  
Dave Wilkinson and Karen Gordon, Lisle School District #202

From: Sam Cannata

Re: Transportation Bid

**BACKGROUND**

The contract for special education transportation, homeless student and miscellaneous student services is expiring at June 30, 2018. The sharing of routes and the sharing of the related contract among districts rewards the participating districts with lower transportation rates. The existing contract is with Septran/Durham Inc. (Septran). Services provided by Septran have been marginal and at times unacceptable. Recently service delivery has improved to a more acceptable level. SASED decided to release a bid for transportation services for next year because of the recent history of poor service and because preliminary discussions with Septran to extend the existing contract indicated their need for a substantial increase in rates for next year.

SASED released a bid a year ago to seek a new contractor due to the poor quality of service that participating districts had been receiving at that time. If that bid had been awarded it would have required that participating districts terminate the existing contract one year prior to completing its full term. That bid produced only two bidders. Of the two bidders one was the incumbent, Septran, that requested a 4%/32%/CPI increase over the three year term of the bid and the other bidder requested a 130%/CPI/CPI increase over the three year term of the bid. The results of that bid gave participating districts little option but to complete the final year of the existing three year contract with Septran. This bid was rejected and a new contract was not awarded.

With the release of the current bid a structural change in the bid documents was made to attract more bidders. In this bid the fee structure was changed from a per student cost to a per route cost. It was decided not to divide this work into multiple contracts. It was thought that by having multiple contracts that this would have the potential to create inequity in rates among participating districts, that having multiple contracts would have caused higher rates by having each contract absorb

duplicative fixed overhead costs and that splitting the bid into multiple contracts would cost districts more by creating less efficient routes. The fee structure in this bid has fixed route costs in the initial year of the contract. The rates increase in the next two years of the contract based upon the increase in the CPI with a floor of 1.5% and a ceiling of 3.0%.

**RESULTS OF THE BID**

The bid opening occurred on Tuesday January 30. Four contractors bid for the work. A summary of bid replies is as follows:

	<b>YEAR 1 TOTAL COST</b>
Sunrise Southwest, LLC.	\$6,525,992
First Student, Inc.	7,102,419
Septran/Durham Inc.	7,536,269
Illinois Central, Inc.	8,395,538

Sunrise Southwest, LLC, (Sunrise) is the lowest responsible bidder. Sunrise is a local Chicagoland contractor that is being operated by the former president of Septran, Bob Hach. Bob was the president of Septran when Septran was independent of Durham’s ownership. Bob has over twenty years of experience as the president of bus transportation companies. Sunrise currently has operations in Rockford, Crestwood and Downers Grove. It also has contracts with the City of Chicago.

The estimated cost of the existing annual contract is \$5,250,000. The cost of the bid from Sunrise represents an increase in total costs to participating districts of approximately 25%. The 25% increase in rates is the result of the existing contract having been bid when labor rates were much lower than current market wage rates for bus drivers. A substantial increase in costs would be occurring if SASSED had chosen to bid or not to bid. The amount of this increase has been minimized through the competitive bid process. Attached is a worksheet showing recent increases to special education transportation contracts for area special education cooperatives. Since each cooperative has different contract provisions a true comparison of rates is not possible but the percentage increases in rates clearly show the upward trend in transportation rates.

**RECOMMENDATION**

SASSED recommends that participating school districts award the bid for special education, homeless and other student transportation to Sunrise Southwest, LLC.

**REQUIRED FOLLOW-UP**

Attached is a **Transportation Service Contract**. This contract is required to be awarded by each participating school board to the lowest responsible bidder. Please schedule the discussion and award of the contract at your district’s next available school board meeting(s). Please return three signed copies of the attached Transportation Services Contract to me. I will obtain final signatures from Sunrise

and return a fully executed contract to your district. If necessary I am available to attend district board meeting to assist with explaining the agreement.

# TRANSPORTATION SERVICE CONTRACT

## **TRANSPORTATION SERVICES CONTRACT**

**THIS AGREEMENT** is entered into this \_\_\_ day of \_\_\_\_\_, 2018, by and between the Board of Education of \_\_\_\_\_ DuPage County, Illinois ("District"), and \_\_\_\_\_ ("Contractor") (collectively referred hereto as "the parties").

### **W I T N E S S E T H**

**WHEREAS**, District has requested public bids for the provision of student transportation services ("Services")

**WHEREAS**, Contractor has submitted a bid for provision of the Services; and

**WHEREAS**, District has awarded this Contract to Contractor to provide transportation services in accordance with the bid specifications package.

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

1. **Duration of Contract.** The Contract shall be effective July 1, 2018 and shall continue in force and effect, until June 30, 2021, and for the period thereafter as may be extended by the mutual consent of the parties.
2. **Contract Documents.** The documents comprising the entirety of this Contract are the bid specifications as issued by District, the bid sheet(s) submitted by Contractor, and this Contract.
3. **Document Supremacy.** In the event any term or provision of one Contract Document conflicts with a term or provision of another, the term or provision of the contract shall prevail over all other documents. The terms and provisions of the bid specifications shall prevail over the bid sheet.
4. **Compensation.** Contractor shall provide all services as awarded by District and shall be compensated according to the terms of the bid specifications in the amounts listed in the bid sheet submitted by Contractor.
5. **Complete Understanding.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.

6. **Amendments.** No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.
  
7. **Indemnification.** Contractor agrees to indemnify, hold harmless and defend Districts and SASSED Boards of Education, officers, employees, student teachers, and agents thereof against all suits, actions, legal proceedings, claims, and demands, and against all damages, judgments for personal injuries, including death to any person (including but not limited to third parties, employees of District, employees of Contractor or any subcontractor and their dependents or personal representative) loss, cost and expense, in any manner caused by, arising from, incidental to, connected with or growing out of the Contractor's operation of buses under the contract, except to the extent such is caused by or arises from, incidental to , connected with or growing out of the negligence or willful misconduct of Districts, SASSED, Board of Education, its officers, employees, student teachers, and/or agents.
  
8. **Force Majeure.** In the event Contractor is unable to provide the transportation services as specified in the Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, governmental action or any other condition of cause beyond Contractor's control, District shall excuse Contractor from performance under this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2018.

**Contractor:**

**Board of Education:**

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**President**

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

\_\_\_\_\_  
**Secretary**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## **SURVEY OF RECENT CONTRACT RATE INCREASES**

## Transportation Rate Increase Information

District	Bus Company	Bid (FY18)	FY17	FY18	FY19	FY20
<b>SASED</b>	<b>SEPTRAN</b>	YES	1.50%	4.00%	25.00%	CPI
NDSEC	SEPTRAN	NO	1.80%	5.50%	72.00%*	TBD
EISENHOWER	COOK ILLINOIS	NO	???	3.00%	TBD	TBD
LINCOLNWOOD	FIRST STUDENT	NO	???	2.00%	TBD	TBD
NTDSE	COOK ILLINOIS	NO	1.60%	2.70%	8.50%	TBD
NSSEO	COOK ILLINOIS	NO	2.70%	7.00%	TBD	TBD
SEDOL	LAKESIDE	NO	2.20%	2.20%	TBD	TBD
LASEC	COOK ILLINOIS	NO	4.00%	7.50%	3.00%	TBD
LADSE	COOK ILLINOIS	NO	2.20%	6.00%	5.00%	5.00%
CASE	SEPTRAN	YES	???	37.00%	2.50%	2.50%
AREO	COOK ILLINOIS	YES	2.50%	20.00%	5.00%	5.00%
SPEED	COOK ILLINOIS	NO	???	8.00%	TBD	TBD

5% - 9%
15% - 19%
20% - 29%
30% - 39%

\*Septran Proposed a one year extension with a 72% Increase

**BID REPLY DOCUMENT**



**BID FOR SPECIAL EDUCATION STUDENT TRANSPORTATION SERVICES AND  
TRANSPORATION SERVICES CONTRACT**

**THIS AGREEMENT** is entered into this 20<sup>th</sup> day of February, 2018, by and between the Board of Education of Community High School District 94, DuPage County, Illinois ("District"), and Sunrise Southwest, LLC. ("Contractor") (collectively referred hereto as "the parties").

**W I T N E S S E T H**

**WHEREAS**, District has requested public bids for the provision of student transportation services ("Services")

**WHEREAS**, Contractor has submitted a bid for provision of the Services; and

**WHEREAS**, District has awarded this Contract to Contractor to provide transportation services in accordance with the bid specifications package.

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

1. **Duration of Contract.** The Contract shall be effective July 1, 2018 and shall continue in force and effect, until June 30, 2021, and for the period thereafter as may be extended by the mutual consent of the parties.
2. **Contract Documents.** The documents comprising the entirety of this Contract are the bid specifications as issued by District, the bid sheet(s) submitted by Contractor, and this Contract.
3. **Document Supremacy.** In the event any term or provision of one Contract Document conflicts with a term or provision of another, the term or provision of the contract shall prevail over all other documents. The terms and provisions of the bid specifications shall prevail over the bid sheet.
4. **Compensation.** Contractor shall provide all services as awarded by District and shall be compensated according to the terms of the bid specifications in the amounts listed in the bid sheet submitted by Contractor.
5. **Complete Understanding.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.

6. **Amendments.** No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.
  
7. **Indemnification.** Contractor agrees to indemnify, hold harmless and defend Districts and SASSED Boards of Education, officers, employees, student teachers, and agents thereof against all suits, actions, legal proceedings, claims, and demands, and against all damages, judgments for personal injuries, including death to any person (including but not limited to third parties, employees of District, employees of Contractor or any subcontractor and their dependents or personal representative) loss, cost and expense, in any manner caused by, arising from, incidental to, connected with or growing out of the Contractor's operation of buses under the contract, except to the extent such is caused by or arises from, incidental to , connected with or growing out of the negligence or willful misconduct of Districts, SASSED, Board of Education, its officers, employees, student teachers, and/or agents.
  
8. **Force Majeure.** In the event Contractor is unable to provide the transportation services as specified in the Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, governmental action or any other condition of cause beyond Contractor's control, District shall excuse Contractor from performance under this Agreement.

**IN WITNESS WHEREOF**, the parties have signed this Agreement on the 20th day of March, 2018.

**Contractor:**

**Board of Education:**

\_\_\_\_\_  
**Sunrise Southwest, LLC.**

\_\_\_\_\_  
**President**

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

\_\_\_\_\_  
**Secretary**

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_



## **BID SPECIFICATIONS**

**BID FOR SPECIAL EDUCATION STUDENT TRANSPORTATION SERVICES AND  
TRANSPORTATION SERVICES FOR HOMELESS AND OTHER STUDENTS**

**BID SPECIFICATIONS**

The Board of Control of School Association for Special Education in DuPage County (SASED) is accepting sealed bids for Student Special Education Transportation Services and transportation services for individual student and small student groups including “homeless students” on behalf of participating Districts and the Cooperative (hereinafter “Districts”).

Districts participating in this bid include:

	<b>Sp Ed</b>	<b>Other</b>
Benjamin School District #25	Yes	Yes
Winfield School District #34	Yes	Yes
Villa Park Elementary School District #45	Yes	Yes
Maercker District # 60	Yes	Yes
Cass District #63	Yes	Yes
Center Cass School District #66	Yes	Yes
Woodridge School District #68	Yes	Yes
DuPage High School District #88	No	Yes
West Chicago Community High School District #94	Yes	Yes
Downer Grove Community High School District #99	Yes	Yes
Burr Ridge Community Consolidated School District #180	Yes	Yes
Westmont Community Unit School District #201	Yes	Yes
Lisle Community Unit School District #202	Yes	Yes
Elmhurst Community Unit School District #205	No	Yes
School Association for Special Education in DuPage (SASED)		

## I INSTRUCTIONS AND GENERAL GUIDELINES

1. Bids are requested for a three-year period for the school years 2018-19, 2019-2020, 2020-2021. Extensions (if any) will be by written mutual agreement. Electronic copies of bid documents are available by contacting Sam Cannata at [scannata@sased.org](mailto:scannata@sased.org) or 630 778-4509.
2. SASED reserves the right to reject any or all bids or parts thereof, to accept bids in whole or in part, and to waive any irregularities, technicalities or defects in any proposal, should it deem such action to be in the best interest of the participating districts. SASED shall recommend to participating districts the lowest responsible bidder (consistent with Section VII) provided that at no time shall a cause of action lie against SASED or a District for awarding a pupil transportation contract per the standards set forth in this contract unless the cause of action is based on fraudulent conduct.
3. A mandatory pre-bid meeting will be held at 1:30 p.m. on Thursday January 8th, 2018, at SASED Administrative Center, 2900 Ogden Avenue, Lisle IL 60532 to review bid specifications.
4. Each bid proposal must include all documents required by these specifications. Bid proposals must be submitted in a sealed envelope, on the outside of which is marked "Sealed Bid – Student Transportation Services." Bids shall be received no later than 1:30 p.m., January 16th, 2018:  
  
Board of Control of SASED  
2900 Ogden Avenue  
Lisle, IL 60532  
Attn: Mr. Sam Cannata
5. Bids will be opened at 2900 Ogden Avenue, Lisle IL 60532 at 1:30 p.m., January 16th, 2018.
6. All bids submitted must be valid for a minimum period of 120 days from the date of the bid opening.
7. After opening the bids SASED will recommend approval of the lowest responsible bidder consistent with Section VII. Each participating District will then accept the bid recommended by SASED at a District Board meeting. SASED will coordinate the approval of the contract (Attachment #3) at each District's school board meeting. It is anticipated that all Districts included in this bid will approve the bid but there is the possibility that some individual districts may choose to not participate after the bid opening. The Contractor will be required to accept the contract for all districts that choose to participate. Any exceptions to this requirement must be disclosed in the bid reply.

8. Any explanation, statement or alternate which the Contractor proposes must be placed in the same envelope with the proposal but shall be written separately and independently of the proposal and attached thereto. Unless the Contractor so indicates, it is understood that the Contractor has bid in strict accordance with the specification requirements. Alternate bids will be considered only secondarily to the contract specifications. Any alternates submitted must be thoroughly detailed to merit consideration.
9. All information supplied by SASSED to develop the bid is based upon actual current activity but information is to be considered estimates of existing present operations.
10. No contract shall be assigned or any part of the same subcontracted without the written consent of Districts impacted by the subcontract, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract. Such consent shall not be unduly delayed or withheld. However, if the assignment is to a related entity, no consent is required.
12. SASSED will request financial information from the Contractor to assess the financial stability of the Contractor in awarding the contract. The financial stability of the Contractor will be a factor in the award of the contract. This determination shall be made in accordance with the section VII of the Bid Specifications entitled "Award of Contract".
13. The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, State, county and other local government agencies, which may in any manner affect the performance of the Contract and in particular any such laws pertaining to safety.
14. The successful Contractor shall not discriminate against any worker, employee or applicant, or any member of the public because of race, color, national origin, age, sexual orientation, religion or disability, nor otherwise commit an unfair employment practice.
15. These instructions are to be considered an integral part of the bid.
16. A Bid Bond of 10% of the total bid price is required from a qualified and acceptable surety.
17. An annual performance bond is required to be provided for the estimated value of the contract work to each District that request a performance bond. The performance bond will be issued to and paid for by each District that requests a performance bond.

## II INTERPRETATION AND ERRORS

In the event that questions should arise requiring interpretation of this document, such questions shall be referred to SASSED, whose decision shall be binding on all parties. Any interpretation of the bid specifications shall be made only by an addendum issued by SASSED. A copy of the addendum shall be emailed or otherwise delivered to each Contractor receiving a set of bid specifications and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective Contractor to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of their proposal. SASSED will make every effort to address requests for clarifications but generally Contractors should not expect a response for clarifications made three working days prior to the bid opening. Oral explanations or representations will not be binding. No advantage shall be taken by the Contractor of manifest, clerical errors, or omissions in the Bid Specifications. The Contractor is requested to notify SASSED immediately of any errors or omissions that may be encountered.

Interested bidders may contact the undersigned to resolve questions:

Sam Cannata  
Director of Business Services  
2900 Ogden Avenue  
Lisle, IL 60532  
(630) 778-4509  
scannata@sased.org

## III SCOPE

The Contractor shall provide during the contract period:

- a. Sufficient vehicles to transport conveniently and safely any and all students designated by each District to be served under this contract.
- b. Transportation for each and every day that school is in session and in accordance with routes and schedules submitted by the Contractor to each District and approved by each District. Each District can request a change in a student's assigned route and/or the number of vehicles required to best suit its student's needs at any time before or during the school year. The Contractor will make every reasonable effort to accommodate a district's request within a reasonable period of time.
- c. Transportation for all students, or for other personnel, as may be required by each District on field trips, athletic activities or any other purposes designated by the District.
- d. Vehicles that provide easy access and safe transportation for students with disabilities confined to wheelchairs.
- e. A full fleet of vehicles in operation at all times during the contract period.

## IV GENERAL CONDITIONS

### A. INVOICING

1. Invoicing for services is to be made directly to the resident school district for all students placed in SASSED operated programs.
2. Invoicing for services for all students placed in District programs are to be sent directly to the resident school district.
3. The Contractor will invoice SASSED each month for the number of days that the Suburbans are used by the Southeast Alternative School each month. The cost of the Suburbans in the bid reply will include the cost to the Contractor for use of the vehicles and the additional costs associated with maintenance, insurance, licenses and other costs of operating the vehicles. Gasoline to operate the vehicles will be provided by and paid for by the Contractor. The Contractor can invoice SASSED on a monthly basis for tolls connected to the use of these vehicles. SASSED will require 17 - 20 Suburbans to meet its program needs at its alternative school and a minimum of 2 standby vehicles.

The payments for services to the Contractor shall be made each month based upon an invoice prepared by the Contractor itemizing monthly charges. The Contractor shall also submit such other reports as may from time to time be requested by each District. Records sufficient to confirm the accuracy of all reports shall be kept by the Contractor, and made available for inspection by each District at all reasonable times, for one year after the submission of each report. The successful Contractor will use the fee structure described herein based upon the daily fees for the routes for busses, busses with lifts and other vehicles. Other vehicles include Suburbans, MPV's, minivans etc... Individual daily billing rates are to be developed for busses, busses with lifts and other vehicles for the following categories:

AM Routes Regular and Summer (One way)  
Single Route Per AM period of time  
Double Routes Per AM period of time  
Triple Routes Per AM period of time

PM Routes Regular and Summer (One Way)  
Single Route Per PM period of time  
Double Routes Per PM period of time  
Triple Routes Per PM period of time

Mid-Day Routes (Usage in conjunction with AM and PM routes)  
Single Route Per Mid-Day period of time  
Double Route Per Mid-Day period of time  
Triple Route Per Mid-Day period of time

Once daily route rates are developed the route rate will be divided evenly among students being transported on each route. The Contractor will invoice each district for each of its students on each route, each day, at the end of the month. All bus routes that transport students in wheelchairs require a monitor on the route. The purpose of the monitor is to assist the driver of the bus with getting students on and off the bus with a lift and to monitor the needs of students during travel time. The hourly cost of the bus monitor is to be invoiced in addition to the billing rate for the cost of the route. The cost of the monitor will be evenly split among all students in a wheelchair on the route. For routes requiring a monitor where students are not on a vehicle with a lift the cost of the monitor will be invoiced separately and equally shared by all students requiring a monitor on the specific route. Billing for bus monitors will be on an hourly basis. The Contractor will make every effort to minimize the time a monitor spends on a vehicle to minimize the related cost to the Districts. Billing for the bus monitor is limited to the time when the route begins at the terminal to the time the monitor is returned to the terminal. If the monitor is on a vehicle before or after a route which requires a monitor then the district will not be invoiced for the portion of the monitor's time when a monitor is not required for any students on the route. This situation could occur if a vehicle is running multiple morning or afternoon routes but only one of the routes has students where a monitor is required.

If a District or SASSED places an aide (including a medical assistant) on a vehicle to monitor a student then the Contractor will not invoice a portion of the route costs for this monitor. Only students are to be allocated a portion of the route fee. Also if SASSED places an aide on a route with a vehicle that requires a monitor then the Contractor is not required to place an additional monitor on the bus and will therefore not be allowed to invoice for a monitor in this circumstance. Notwithstanding the foregoing, in the event of a student in a wheelchair or requiring a lift, the contractor shall be responsible for providing the aide to operate the lift and secure the wheelchair irregardless of the district providing an aide for the individual student.

Invoicing will be sent to Districts each month. A copy will also be sent to SASSED's Director of Business Services each month. A report will also be developed each month specifying vehicles used, the number of routes run by the vehicle in AM, PM and Mid-Day and the students included on the routes that it operates each day. This report will be sent to SASSED's Director of Business Services each month.

Invoicing will occur for each student and will include:

Allocation of route costs to each student	_____
Allocation of monitor charge for each student	_____
 Total cost per student per day	 =====

## B. EQUIPMENT AND VEHICLE MAINTENANCE

The Contractor shall submit with the bid a description of the equipment proposed for use in fulfilling this contract (including any equipment to be purchased). This description should include the type of equipment, number of vehicles, year, make, capacity, current odometer readings and modifications. Wheelchair buses with hydraulic lifts that permit students to enter and exit the vehicles in wheelchairs will be included for physically handicapped students at a maximum ratio of five (5) students to one bus unless the route can be completed within one hour or less. Exceptions may be granted but will require written approval from the District. It is further understood that all equipment used during the term of this contract shall comply with all local, State and federal statutes, school bus specifications and safety legislation governing school bus transportation. The contractor shall ensure that any vehicle used in the completion of the contract is in compliance with all government regulations concerning inspections. The cost of inspections shall be borne by the Contractor. No vehicle may be used in the transportation of students without first having completed these required inspections. All vehicles shall be kept in a clean and sanitary condition and open to examination by District personnel at all times. Students may require a special harness for physical support. The Contractor shall maintain reasonable inventory of each size of approved device so that it is able to supply any device requested by each District on the date of providing transportation services. If transportation regulations require car seats for students under specified ages and weights then the Contractor shall maintain a reasonable inventory of approved car seats so that they are able to be provided on the day of transportation. Car seats may also be required for student support. The contractor will allow for the use of parent/district provided car seat whenever feasible and when in compliance with local, state and federal regulations.

The Contractor will have sufficient vehicles available for the fulfilment of the contract beginning with the summer of 2018 (July 2018). At all times, the Contractor must have one (1) standby vehicle available for each ten (10) vehicles used to service the contract. This shall include standby buses with hydraulic lifts. The average age of all vehicles used by the Contractor to service the contract shall not exceed ten (10) years; provided, however, that the age of any single vehicle shall not exceed twelve (12) years. Vehicle maintenance records shall be available for inspection by each District upon request. All vehicles will be air conditioned to provide for student health concerns related to unsafe temperature levels occurring in the vehicles. All vehicles will be outfitted with functioning video cameras that record activities and allow for tapes or other optional monitoring technologies to observe activities occurring on the vehicles. Access to these video recordings will be made available to Districts upon request.

Students are required to be transported on time within forty-five (45) minutes each way to and from school. Exceptions will be made for transportation to occur within an hour (60 minutes) each way, to and from school but the Contractor's goal should be to make every attempt to limit transportation time to forty-five (45) minutes or less. Communication is required to be made to the District if the route will exceed forty-five (45). This required communication will allow the District to consider optional placements or other considerations which may need to be considered to address student concerns. For routes transporting preschool age students the duration of the route is to be strictly limited to 45 minutes except if approved in advance by the district.

All vehicles shall be equipped with two way radios. Drivers will have access to cell phones for emergency purposes only and will be required to comply with laws regarding their usage while in a vehicle. All vehicles will have GPS tracking devices installed to allow for vehicle monitoring and tracking during emergencies. If feasible the GPS system used by the Contractor will allow for each District, at their request, to access to the GPS system to monitor vehicle locations.

### C. ROUTES

#### 1. New School Year Routing:

Prior to the beginning of each school year, each District will provide to the Contractor a list of all students to be transported, including name, address, phone number, school attending, required vehicle arrival and vehicle departure time at each school, handicapping condition when conditions require special handling, and the school's calendar. Deviations in schedules are expected to occur from time to time and should be anticipated. Subsequent to providing this list, information on children to be added to or dropped from transportation routes shall be provided to the Contractor by each District in separate communications

Based upon student information that is received, routes will be established by the Contractor and approved by the District, which will provide for the transportation needs of each student. Prior to the end of a school term Districts must submit a tentative list of all known students to be transported at the beginning of the next school term to the Contractor so that the Contractor can develop routes by August 1st for these students. An updated list of students shall be submitted to the contractor the end of the first week of August or sooner if possible. A final list of students must be submitted to the Contractor ten (10) work days prior to the start of school. The Contractor will make every effort to accommodate late requests. However for students that are not included in the final list a five (5) work day grace period after the date of receiving the revised student information from the District will be allowed. If the Contractor is unable to provide transportation services to such students within five days, the Contractor shall provide an immediate explanation as to the reasons why the Contractor is unable to provide such transportation and provide a reasonable timeline as to when services can commence. The District will have the option to seek an alternate transportation provider if the Contractor is unable to meet the needs of the District. One week prior to the opening of each student attendance center, the Contractor will provide to each District a tentative schedule of each vehicle's route transporting students for each District. This schedule will also include the estimated travel time for each student on the route.

#### 2. On-going changes to routes:

The District shall use its best efforts to provide the Contactor within a reasonable period of time notice of transportation change requests including but not limited to added students, deleted students, time changes, changes to students' transportation needs and equipment, etc. The District shall provide written notice via email of the requests. Contractor shall provide email confirmation of receipt of changes and subsequent follow up to requestor prior to service implementation. Approved changes to established routes, schedules or stops shall be

implemented by Contractor as soon as possible after request by District, or within three full working days following the written request, unless mutually agreed upon by all affected parties. In the event that changes cannot be made within the prescribed period, the Contractor will provide a detailed description as to why and the proposed action to remedy the issue as quickly as possible. The written explanation shall also include the expected timeline for completion. The District will have the option to seek an alternate transportation provider if the Contractor is unable to meet the needs of the District

### 3. Summer School (ESY) Routing:

Each District must submit a tentative list of approximately 90% of all known students to be transported to the Contractor by May 1<sup>st</sup> of each agreement year so that the Contractor can develop routes by June 1st for this group of students. An updated list shall be submitted to the Contractor by the end of the second full week of May. A final list of students must be submitted to the Contractor ten (10) work days prior to the start of summer school. The Contractor shall make every effort to provide transportation services to students not included in the final list. If the Contractor is unable to provide transportation services to such students within five days, the Contractor shall provide the District with an explanation as to the reasons why the Contractor is unable to provide such transportation services and provide a timeline as to when services can reasonably commence. The Contractor will make every effort to accommodate late requests. The District will have the option to seek an alternate transportation provider if the Contractor is unable to meet the needs of the District. One week prior to the opening of summer school, the Contractor will provide to each District a tentative schedule of each vehicle's route for transporting students for each District. This schedule will also include the estimated travel time for each student on the route.

## D. SERVICE CONDITIONS

1. No vehicle shall transport more than five (5) students in wheelchairs in each bus route, unless the route can be completed in one hour or less.
2. Routing and scheduling shall be done with the full cooperation and approval of District representatives.
3. Routes in general will be designed to provide a maximum of 45 minutes, one way travel time. However, up to a one-hour, one way ride, will be acceptable with District approval. Routes with preschool age students should be completed within 45 minutes. An hour of travel time for preschool age students is considered excessive.
4. Contractors will confirm required arrival and departure times of vehicles from the all school locations. Contractors will confirm the school calendars with each District's personnel.
5. The contractor shall be responsible for informing all parents of scheduled home pickup and return times, and shall maintain a consistent schedule in this regard.
6. Students shall be picked up and dropped off immediately in front of or as near as possible to their home or residence and shall be dropped off and picked up at school in like manner. Students will not be dropped off unless a teacher, parent or designee is present.

7. To avoid accidents, vehicles will be prohibited from backing up unless no other option exists.
8. No unauthorized persons shall be allowed in any vehicle while engaged in transporting students. The District reserves the right to have an authorized representative ride on any bus, on any contracted route.
9. The Contractor understands that some of the students to be transported exhibit behavioral disorders and may present discipline problems. The Districts have statutory obligations to provide transportation for all students, regardless of their behavior. The Contractor will transport all students knowing that some of the students may not meet the expectations of acceptable conduct for a typical student. Students can't be refused transportation due to discipline or conduct problems. If a student exhibits inappropriate behavior, this conduct shall be brought to the attention of the appropriate school official who shall determine what (if any) disciplinary action is required. In severe instances a driver may need to call 911 to obtain police assistance but these situations should be exceptional occurrences and are to be promptly reported to appropriate school officials. Severe conduct problems on a continuing basis may require the assistance of a bus aide for the route. The Contractor may initiate this request but this request is subject to the prior approval of the District. The Contractor will provide appropriate training for its drivers who transport this population of students.
10. The drivers of Suburbans leased by the Southeast Alternative School are SASSED employees. The drivers are allowed to drive these vehicles to their place of residence in the evening following the last student drop off and drive from their residence to the first student's residence the next morning. Drivers are allowed to use these vehicles on a limited basis for personal use if they have commitments in traveling to their place of residence in the evening after completing the last student drop off. An example of such a commitment is traveling to a university for a college course after work and then after the course is completed driving directly home.
11. Routing for the Suburbans used by the Southeast Alternative School will be developed by SASSED.
12. The contractor shall cooperate with the district regarding, and adhering to the district's policies, procedures, rules and regulations relating to, the use of audio and video surveillance tapes, viewing and disclosure thereof in connection with any student disciplinary or other actions relating to students arising from transportation services. The contractor agrees to promptly furnish to the district any requested audio or video surveillance footage. Except to the extent caused by the contractor, its employees or agents, the contractor shall not be liable for the district's failure to obtain the proper student/parent authorizations or if the district improperly uses the video surveillance footage. The district shall request video footage as soon as practical and, if at all possible, within 48 hours of the incident and the contractor shall provide the video footage if not overwritten within 48 hours of the request. The district and contractor acknowledge that the video surveillance system may only maintain video and audio footage for a finite period of time before it is overwritten by the system as part of the system's normal

course of operation. If the district does not request copies of audio or video footage prior to the system overwriting them as part of its normal course of operation, then the contractor shall not be liable. However, the contractor shall not delete, or cause the system to overwrite, audio or video footage outside of the system's normal course of operation.

#### E. INFORMATION REQUIREMENTS

1. The following information for all drivers under employment of the Contractor will be provided to the Districts upon request:
  - A. Name – first, middle and last
  - B. Valid permit number for drivers of school buses
  - C. Proof of completion of the Illinois School Bus Driver Instruction Program and date of completion for school bus drivers
  - D. Health certificate and date issues
  - E. Driver's license number and date of expiration
  - F. Evidence of freedom from tuberculosis will be required if required by State regulations
  - G. Proof of age
  - H. Results of criminal background checks
  
2. The following information for all aides employed by the Contractor will be provided to the District upon request:
  - A. Name – first, middle and last
  - B. Evidence of freedom from tuberculosis will be required if required by State regulations
  - C. Proof of age
  - D. Health certificate and date issued
  - E. Results of criminal background checks
  
3. Prior to the beginning of the contract, the Contractor shall provide each District, upon request, with the following information on all vehicles to be used in the transportation of students:
  - A. Make, model, year and serial number
  - B. State license number, municipal vehicle sticker number, and safety inspection sticker number
  - C. Capacity of vehicle
  - D. Special alteration made in the vehicle to accommodate handicapped students
  - E. Ownership of vehicle

Subsequent to the initial report for (3) above, the Contractor shall provide, upon request, the same information on any newly acquired vehicles, and shall update the information on state license, municipal vehicle, and safety inspection stickers whenever this information changes.

F. INTERIM ROUTES, COMMUNITY SERVICE, FIELD TRIPS AND SPECIAL SERVICE ROUTES

Programs may require the use of transportation services during the hours of 9:30 am. – 1:30 p.m. on either a fixed weekly schedule or on an irregular basis.

G. SUMMER SCHOOL ROUTES (Beginning the summer of 2018)

SASED operates an extensive summer school program for its member districts and Districts may operate independent summer school programs for students.

H. REVISION OF DAILY RUNS

In the event of inclement weather or for any other reason that school must be canceled or delayed, the Superintendent of each District, or their designee shall notify the Contractor prior to 6:00 a.m. on the day of such cancellation or delay. In the event that school must be dismissed early, the Superintendent or his designee shall notify the Contractor as conditions warrant.

I. EARLY DISMISSAL DATES

Several times during each school year Districts have early dismissal dates. These dates are scheduled well in advance and often at the start of the school term. Special attention should be given to these dates to ensure arrival/departure times are prompt. Prior to the beginning of the school year each District will address the logistics of staggering early dismissal patterns with the Contractor to ensure early dismissal patterns allow for reasonably consistent transportation patterns.

J. FUEL

The Contractor shall purchase all fuel necessary for the operation of the Contractor's vehicles within the scope of this service.

K. PERSONNEL

The responsibility for hiring and discharging personnel shall rest entirely upon the Contractor and the Contractor agrees that he shall enter into no agreement or arrangement with any employee, person, group or organization which will in any way interfere with this responsibility subject to such terms and conditions as are provided herein. It shall be a primary obligation of

the Contractor to operate its affairs so that each District will be assured of continuous and reliable service. Persons whose conduct might in any way expose a child to any impropriety of work or deed, whose mental or emotional stability is questionable or who in the sole discretion of an appropriate District representative is deemed unfit or unsuitable for the performance of services shall not be permitted to serve as a bus driver, bus assistant or in any other capacity with the Contractor. Districts will communicate their personnel concerns to the Contractor. The Contractor agrees to comply with the District's request assuming the request does not violate any applicable local, State or federal laws and regulations. The District is not responsible for any unemployment claims resulting from any requested reassignment.

The Contractor shall employ only qualified bus drivers who shall be required at all times to exercise the highest degree of care and to observe and comply with all law, ordinances, rules and regulations now in effect or hereafter enacted pertaining to the operation of school buses and other vehicles.

The Contractor shall employ qualified monitors for transportation services as agreed upon by each District. The District shall have no responsibility for hiring, supervising, or providing workman's compensation insurance coverage for the monitors.

The Contractor shall at all times keep all of its drivers, monitors, supervisors and other employees informed of regulations governing the operation of all vehicles, appropriate conduct with students and procedures for maintaining student discipline. Drivers will be obligated to report misconduct on the vehicles to the respective principal or district representative who will take the necessary disciplinary action. If the driver fails to report misconduct on the vehicles a District may require the reassignment of the driver to a route that is not covered by this contract.

The Contractor will allow the District the opportunity, to provide bus driver/monitor training based upon student needs, behavior management techniques, etc... of the special education students being transported by the Contractor. If training is developed by the Districts the Contractor will require its staff to complete the training and will be responsible for providing all handout materials. The Districts are not be responsible for payroll costs or facility costs for this training.

The Contractor, in performing this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sexual orientation or national origin, nor otherwise commit any unfair employment practice.

All employees of Contractor performing services under this contract shall submit to a fingerprint criminal background investigation pursuant to the *Illinois School Code* and perform any other related background checks required by State, local or federal regulations at Contractor's cost.

All employees of the Contractor shall wear a photo identification badge at all times when performing services under this contract.

L. MINIMUM PERSONNEL AND COMMUNICATION

The Contractor awarded this contract must have in place the following personnel devoted to servicing this agreement:

- a. A full time contract manager with ability to make day to day decisions.
- b. A full time training and safety supervisor dedicated to safety oversight.
- c. A full time trip coordinator to schedule field and community trips.
- d. A full time customer service manager and full time customer service coordinator.
- e. A full time employee routing vehicles to minimize travel time and maximize efficiency.
- f. A dispatcher to oversee operations on a daily basis.
- g. A full time employee devoted to billing to ensure accuracy in the monthly billing.
- h. Monitors for all vehicles with lifts for wheelchair students. Monitors may also be required for other routes when program/district personnel request these services.
- i. The Contractor shall ensure that a manager is accessible at all times (twelve months a year) during normal business hours. If the manager not be accessible, an alternate is required and must be accessible to make decisions in any emergency.
- j. Adequate systems for communication from parents and District staff will be provided by the Contractor. These systems include telephone, email and other systems. The Contractor will have adequate staff to answer District telephone calls. The Contractor will have a telephone answering system in place on a 24/7 basis to collect communications outside of normal business hours. An email reporting system will be developed to receive issues from parents/Districts, communicate the receipt of the message and follow up with a resolution of the issues.

M. QUALIFICATION OF CONTRACTOR

Each District may make such investigation as it deems necessary to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to SASSED all information and data for this purpose as it may request. SASSED and each District reserves the right to reject any bid if the evidence submitted by, or investigation of, such Contractor fails to satisfy SASSED and each District that such Contractor is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

N. INSURANCE

The Contractor agrees that neither SASSED or each participating District nor their members, officials, employees and agents shall in any way or manner be answerable to or suffer loss or damages, expenses, or liabilities for any acts occasioned by the Contractor, his employees, agents, or servants. The Contractor assumes all liabilities of any kind or nature arising from the operation of this Contract either by accident, negligence, theft, or otherwise. The Contractor agrees to indemnify and hold harmless the Boards and their officials, members, employees and agents for any liability and/or claim brought against any of them as a result of Contractor's performance under this Contract. Contractor shall procure and maintain the following minimum insurance coverages, provided that in the event the State of Illinois requires additional forms of

coverage or coverage in greater amounts than those set forth herein, the Contractor shall comply with all such State requirements.

**Contract Insurance Requirements**

Comprehensive General Liability	\$10,000,000
Automobile Liability	\$5,000,000
Excess Umbrella	\$10,000,000 each occurrence
Uninsured and Underinsured Motorist	Statutory limit

Worker's Compensation insurance shall be at least the minimum limits as specified by law.

Insurance shall be with companies licensed to do business in Illinois with a policy holder's rating not lower than "A" of a financial rating, not lower than "AAA" in Best's Insurance Guide (current edition). Insurance coverage cannot be terminated or non-renewed without thirty (30) days written notice to each District by the insurance company. A successor insurance company must be in place at the time of such notice.

Contractor shall provide each District with a Certificate of Insurance no later than June 15<sup>th</sup> prior to the initiation of the contract and annually no later than 15 days prior to the expiration of the term of insurance coverage each year. The certificate of insurance shall provide that the insurance shall not be cancelled, non-renewed or modified without each District's receipt of written notice of said action not less than thirty (30) days prior to termination of coverage. Each District requires that the parties indemnified be named as additional insured and/or that the Contractor carry contractual liability coverage as part of a comprehensive general liability in the amount set forth above.

The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor shall in no way limit the Contractor's responsibility to indemnify, hold harmless and defend the Indemnity herein provided.

Within seven (7) business days following the effective date of this Contract, the Contractor shall provide each District that makes this request a Performance Bond, which shall guarantee the Contractor's performance of the duties imposed upon it pursuant to the contract and indemnify each School District, its Board of Education, Board members, officers, employees, and agents from any loss resulting from failure of Contractor to fully perform each or all of said duties for the enforceable duration of this Agreement. The cost of the performance bond will be the responsibility of the District that makes this request.

All policies of insurance shall carry an endorsement to the effect that they cannot be modified, canceled or non-renewed without thirty (30) days written notice by certified or registered mail. Cancellation of any of the insurance policies required above, or the reduction of the amounts of

liability insurance or medical coverage provided by such policies, shall be deemed a material breach of the contract and shall be cause for termination of the contract. Upon receipt of a notice of cancellation of any of the aforesaid insurance policies, or a reduction in the amount of coverage, each District shall have the option of terminating the contract or paying the premiums necessary to continue the insurance policy at the required limits of liability and deduct the payment or payments from the compensation due the Contractor under the contract. No policy shall reserve or permit any right of subrogation against each District, their officers, employees, students, and agents thereof.

O. FORCE MAJEURE

In the event Contractor is unable to provide transportation services herein specified because of any act of God, civil disturbance, fire, flood, riot, war, picketing, strike, lockout, labor dispute, loss of transportation facilities, oil or fuel shortage or embargo, governmental action or any condition or cause beyond the Contractor's control, each District shall excuse the Contractor from performance under this Agreement.

P SERVICE RATE ESCALATION

The rates in the second year of the contract shall be adjusted by the change in the CPI using the 12 month percentage change for the calendar year ending December 2018 of the Consumer Price Index, United States Average – All Urban Consumers section, as published by the United States Department of Labor's Bureau of Labor Statistics all items. Any increase however, will not be lower than one and one half percent (1.5%) and not be higher than three percent (3.0%). The same procedures and limitations will apply to increases awarded in the third year of the contract except the 12-month period used to determine the CPI change will end December 2019.

The parties will determine the number of am/pm routes, and live monitor hours for the upcoming 2018-19 school year. In the event that a significant reduction in service to am/pm routes, live route hours, or live monitor hours, or any other changes occurs during the term of this contract which significantly reduce the existing service level(s) the parties agree to discuss the impact of these changes. The contractor may present a request to the Districts to modify the applicable unit rate. This unit rate price modification may be necessary as overheads and fixed costs such as on-site supervisors and mechanic salaries, facility costs, rent and taxes, and various other expenses may not change due to the decrease in service levels.

Q. FUEL ESCALATION

The cost of fuel shall be included in the route costs. It is recognized that fuel costs fluctuate. The fuel cap rate shall be established at \$2.85 per gallon for diesel and \$2.60 for gasoline fuel. The fuel cap shall be inclusive of all applicable taxes. When the price of regular unleaded gasoline or diesel fuel vary by more than \$0.10 per gallon from the cap during a given month in which transportation services are provided a fuel adjustment will be allowed for the entire

month. If the cost of diesel fuel is above \$2.95 per gallon the Contractor will be reimbursed for each cent above \$2.95 per gallon and if less than \$2.75 per gallon, the District shall be reimbursed for each cent below \$2.75 per gallon. If the cost of gasoline fuel is above \$2.70 per gallon the Contractor will be reimbursed for each cent above \$2.70 per gallon and if less than \$2.50 per gallon, the District shall be reimbursed for each cent below \$2.50 per gallon for gasoline fuel. Each month the Contractor shall retain all fuel cost records and attach the cost records to a calculation of the fuel charge or credit, and include the calculation with each monthly invoice. Increases in the fuel cap must be received with invoicing or communicated within 30 days of the end of each month. If notice is not provided by the Contractor to the Districts of fuel prices being paid in excess of the fuel cap then the Districts will not be responsible for the fuel surcharge. However notice is not required within 30 days if the cost of fuel is below the fuel cap. In this case the credit will be required to be applied to invoices sent to the District. Determination of the number of gallons for fuel reimbursement shall be computed based upon ten (8) miles per gallon of gasoline and based upon twelve (10) miles per gallon of diesel fuel. This computation shall begin at the first student pick up location and end at the last school drop off location at the end of the afternoon run. Mileage to the student home in the morning and mileage back from the student home in the afternoon to the contractor terminal shall not be included in the calculation. Mileage to/from the school and between tiers, if applicable, will be included in the mileage calculation. Other vehicle mileage is not allowable in the fuel surcharge or credit calculation.

#### S. TERMINATION

Districts may jointly or individually terminate this contract at any time during the contract period by providing written notice of said termination to the Contractor at least thirty days prior to the designated termination date. The sole right to make this determination is at the discretion of SASSED and the participating District(s). The parties further agree that any failure to meet an acceptable standard of services constitutes a breach of this contract and constitutes sufficient reason to terminate the contract as set forth below. If, at any time, the Contractor fails to comply with the terms of this Agreement, or does not fully perform and strictly adhere to any of the terms hereof required to be performed or adhered to by the Contractor, or its drivers, or employees, the District(s) may, in addition to other remedies and/or penalties provided for herein, and in its sole discretion, terminate this Agreement as provided herein, with prejudice. In the event that the District(s) determine that the Contractor has failed to comply with, fully perform, or strictly adhere to this Agreement, the District(s) may send written notice at least thirty (30) days in advance to the Contractor indicating the intention of the District(s) to declare the Contractor in default. In such notice, the District(s) will state in what respect the Contractor has failed to comply with the terms of this Agreement, and will state the date which the Agreement will terminate unless the Contractor, prior to such date, cures the defect to the satisfaction of the District(s). If, prior to the date of termination stated in the notice as aforesaid, the District(s) notifies the Contractor that the defect has been cured, this Agreement will not terminate on the date stated in the notice but will be deemed to have remained in effect as of the date such notice was given. In the event that the District(s) does not so notify the Contractor that the defect has been cured as aforesaid, this Agreement is terminated without further action by the District(s) on the date of termination stated in the notice and in such event, the bond posted by the Contractor shall be paid to the District without further proceedings or notice.

The date of termination stated in the notice of intent to declare the Contractor in default, as provided above, may not be sooner than 30 calendar days following the date of such notice unless there is a complete failure by the Contractor to provide the services required by this contract, in which event the date of termination may be 5 calendar days following the date of such notice.

The right of the District to terminate this Agreement as provided above, is cumulative with all other rights of the District contained herein. The District's failure to send a Notice of Default to the Contractor shall not be deemed a waiver of the District's right to terminate this Agreement.

#### T. EMERGENCY REQUIREMENTS

The following safety procedures shall be established by the Contractor:

An office worker familiar with the contract shall be available in the Contractor's office to answer calls from parents, drivers and District staff each day students are transported from 6:00 a.m. to 6:00 p.m. A separate telephone line dedicated to this contract is to be established.

In addition an email system will be established by the Contractor to record issues, communicate receipt of the issue and provide a response on the resolution of the issue.

An answering service and/or assigned office worker shall be provided by the Contractor to be used between the hours of 6:00 p.m. and 6:00 a.m. each day students are transported to advise callers that the office is closed and in the event of an emergency to implement emergency procedures developed by the Contractor.

The Contractor shall maintain two-way radio communications in all regular or back-up vehicles with a base receiver and transmitter in the home office. Drivers will have access to a cell phone for emergency use in compliance with State and local laws.

Each driver must make a "dry run" of each route prior to students being transported. Dry runs are required at the beginning of the school year or when significant revisions to a route occur. Adding or deleting one student is not a significant revision. Even though dry runs are not required for adding one student, their use is encouraged to avoid problems when one student is added to a route.

The Contractor shall provide immediate notification to the District within 15 minutes of a vehicle accident. A written accident report will follow within 24 hours of the accident.

The Contractor shall provide "incident reports" and notify the District in a timely manner of any incidents requiring reporting. These incident reports may be automated through an email system. These incidents include, but are not limited to, leaving a child unattended

at a house, dropping a student off at a school without staff to escort the student, late arrivals or drop off, etc...

**U. PERFORMANCE CALCULATION**

Rate reductions will be made for not meeting the requirements of this agreement. The district and contractor agree that in certain circumstances, the actual amount of damages incurred by the district will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, except during the first week of summer school each year and the first two (2) weeks of each school year, the district may assess damages against the Contractor. However, the district must timely notify the contractor in writing (via email or otherwise) of the specific event. If the district fails to assess such damages on the next invoice cycle from the date of the occurrence, then such failure will relieve the contractor of such liability. These damages accrue in addition to the district's expectation that it will not pay for any transportation services that have not been provided. Rate reductions can be cumulative for a route being late and other violations.

	Per Student Reduction of Route Cost
1. Late pickup at home (more than 15 minutes)	20%
2. Late drop off at home (more than 15 minutes)	20%
3. More than 60 minute route without prior approval	20%
4. More than 45 minute route without prior approval (preschooler)	20%
5. Failure to provide a camera on a bus	20%
6. Failure to have an operational bus radio	100%
7. Failure to have operating air conditioning	100%
8. Failure to report a bus incident or accident	100%

The Contractor will not be liable for performance reductions relating to circumstances directed by the Districts that prevent the Contractor from delivering or picking up students on time that may have been caused by: limitations of the bell schedule; district timing of loading, unloading, and departure from school grounds; traffic conditions surrounding the schools; delays due to shuttle programs and transfer points; etc

**V. TERMINAL LOCATION**

The location of the Contractor's terminal used for vehicle departure at the beginning of the day and for vehicle return at the end of the day is important to the award of this bid. The contractor will disclose its current terminal locations and plans for additional locations. The most desirable terminal location would be multiple locations within the SASED catchment area to reduce fuel costs and to minimize the costs of bus monitors.

**VI. CONTRACTOR INFORMATION**

Each Contractor submitting a bid is asked to provide the following information:

1. Qualifications
2. Experience in special education transportation
3. Audited Financial Report
4. School districts in Illinois presently being served listing contacts and contact information to serve as Contractor references
5. Size and type of service involved in present operation.
6. Route planning and organization procedures.
7. Employee safety training and supervision
8. Vehicle maintenance programs and housing procedures.
9. A copy of any proposed lease agreement for the lease of the Suburbans for use at the Southeast Alternative School.
10. Description of Contractor's central office and maintenance staff with names and job descriptions of key employees
11. List of vehicles to be used to transport students including age of vehicle, mileage, ramp accessories
12. Insurance certificate evidencing insurance limits
13. Signed copies of "Certifications" and "Representations of the Contractor".
14. The location of existing terminals in DuPage County and plans for new locations.

In addition to the above, the bidder is asked to answer the following questions:

1. How would you as a Contractor integrate this contract into your present operation?
2. Will you have a local base from which to manage and supervise the contract, and if so, how will it be organized? If not, how will you organize to manage and supervise the contract?
3. Will you have a local base which will handle the maintenance of your fleet, and if so, how will it be organized? If not, how will you organize the maintenance of your fleet?
4. How does the location of the terminal(s) fit with SASSED catchment area.

## **VII. AWARD OF CONTRACT**

1. Factors to be considered in evaluating proposals will include an analysis of cost, quality of performance, quality of supervision training procedures and practices and general experience. Strong consideration will be given to reputation and customer service responsiveness. Emphasis will be placed on the Company's sophistication and expertise.
2. Furthermore, this contract will be awarded by first considering the Contractor most able to provide safety and comfort for the students, stability of service, and any other factors set forth in the request for proposal regarding quality of service, then price. However, at

- no time shall a cause of action lie against a school board for awarding a pupil transportation contract unless the cause of action is based on fraudulent conduct
3. Recommendation to award the Contract will be made by SASED on the basis of the proposal which, in SASED's sole and absolute judgment, will best serve the interest of the Districts.
  4. EVALUATION OF BID – SASED will evaluate bids on behalf of participating Districts on the following point system:

<u>FACTOR</u>	<u>MAXIMUM POINTS</u>
A. The bid price	100
B. Experience and effectiveness of the bidder in transporting disabled students with disabilities in the State of Illinois for special education joint agreements in an area comparable to the area served by SASED	30
C. Condition, adequacy and location of the Contractor's terminals and equipment, including the type of vehicles and the manner in which they are equipped and maintained.	10
C. The Contractor's financial stability and ability to continue as a "Going Concern."	<u>10</u>
TOTAL POINTS	150

The bid reply form has an estimate of the number of routes for each vehicle type. These estimates, though based upon an analysis of existing students, can not be relied upon as a precise numbers of billable units during the term of the contract. Actual service needs change each year.

**EXHIBIT A**

**AMENDED INTERGOVERNMENTAL AGREEMENT  
FOR THE ESTABLISHMENT AND ADMINISTRATION  
OF THE LEGISLATIVE EDUCATION NETWORK  
OF DUPAGE COUNTY, ILLINOIS**

WHEREAS, the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act encourage cooperation between school districts on matters of mutual concern; and

WHEREAS, the public school districts of DuPage County, Illinois share mutual concerns regarding the development, review and application of Illinois law affecting the education of children from early childhood through high school; and

WHEREAS, the public school districts of DuPage County, Illinois share mutual concerns regarding the regulatory actions of the Illinois State Board of Education with respect to the education of children from early childhood through high school; and

WHEREAS, the public school districts of DuPage County, Illinois have determined that it is in their best interests to work together to monitor and share information about the activities of the Illinois General Assembly, the Governor and the State Board of Education with respect to the education of children from early childhood through high school and to convey to such entities the needs and opinions of such public school districts and their constituents; and

WHEREAS, the foregoing purposes can and have been effectively ~~be~~-accomplished by ~~entering into~~ this Intergovernmental Agreement, which ~~to~~-establishes and provides for the administration of ~~an organization to be known as~~ the Legislative Education Network of DuPage County;

NOW, THEREFORE, the Boards of Education of the public school districts who are signatories to this Agreement ("member school districts" or the "Boards") agree as follows:

Section 1. Name of Organization. The Legislative Education Network of DuPage County, Illinois ("LEND") ~~is hereby~~ has heretofore been established for the purposes set forth in the preambles to this Agreement and in Section II below.

Section 2. Purposes of LEND. The purposes of LEND shall be those set forth in the preambles to this Agreement and to:

- a. Provide information to LEND members and their administrators about current developments in regulatory, legislative and judicial matters.
- b. Research and develop proposals on regulatory and legislative matters affecting LEND members.
- c. Advocate positions to state legislators, the Governor and the Illinois State Board of Education which advance the best interests of LEND members.
- d. Enable participation in the state legislative and regulatory process by the constituents of the LEND members.

Section 3. Membership. Membership in LEND shall consist of the parties to this Agreement and all other DuPage County public school districts who make application to the Executive Committee and are approved by majority vote of the LEND Council. Membership shall continue until withdrawal or expulsion in accordance with Section 10 of this Agreement.

Section 4. Executive Committee. LEND shall be governed by a ~~five~~ seven-member Executive Committee, composed of the LEND Co-Chairs, and representatives of a member unit school district, ~~a representative of a member elementary school district and a representative of a member high school district.~~ The members of the Executive Committee shall be elected for two-year staggered terms at the annual meeting of the LEND Council. One of the Co-Chairs shall be a board of education member of a member school district and the other shall be a superintendent of another member school district. ~~At least one, but not more than two, of the three remaining members of the~~

~~Executive Committee shall be a superintendent or his or her designee of a member school district.~~  
The other members shall be board of education members, superintendents ~~and or~~ business managers of member school districts. The ~~immediate past Co-Chair, the~~ Executive Director of LEND, ~~and the Superintendent of the Administrative District or his or her designee~~ shall serve as an *ex officio* members of the Executive Committee. The Executive Director of LEND shall serve as secretary of both the Executive Committee and the LEND Council. Meetings of the Executive Committee may be called by any of the five-seven regular members with at least 24 hours advance written notice delivered by regular mail, e-mail, personal service or facsimile, or in emergencies upon the consent of all Executive Board Members. A quorum shall consist of three-four members. A quorum being present, the affirmative vote of a majority of the members present shall be sufficient to approve any action.

The powers and duties of the Executive Committee shall include: (1) receipt and review of financial reports, including an annual audit; (2) preparation of annual budgets; (3) employment and evaluation of the Executive Director and any other LEND employees; (4) determination of employee conditions of employment and compensation within budget parameters; (5) recommendation of LEND Council meeting dates and setting agendas for LEND Council meetings; (6) appointment of ~~committee chairs and~~ members of *ad hoc* committees; (7) recommendation of special activities; (8) administration of general LEND activities; (9) determination of membership procedures and rules on membership applications; and (10) development, revision, amendment and administration of the rules and policies of LEND.

Section 5. LEND Council. Each member school district shall select a voting representative to the LEND Council. Each member school district shall be entitled to one vote on issues before the Council through its representative. Other individuals from member school districts are encouraged to attend LEND Council meetings.

The major responsibility of the Council shall be the establishment of LEND legislative policy positions. Recommendations for legislative policy positions shall be sent in advance of Council meetings so the voting representatives can make informed decisions on such recommendations. In addition, the Council shall: (1) receive and take action on minutes, reports and recommendations from committees; (2) recommend items for study and action; (3) adopt the annual dues and budget; (4) act on membership recommendations; (5) act on recommendations from the Executive Director and/or from the Executive Committee; (6) elect officers and the Executive Committee; and (7) carry out all other activities as consistent with LEND's purposes.

The Council shall have at least eight regular meetings approximately monthly during the school term on dates, times and at places set by the Executive Committee. One of such meetings shall be held in April of each school year, at which the Council's annual meeting shall be conducted. At least thirty days written notice shall be given to each member school district of the schedule of regular meetings.

Special meetings of the Council may be called by the Executive Committee or any five member school districts upon at least seven days advance written notice to the superintendent of each member school district by mail, e-mail, personal delivery or facsimile. An agenda for special meetings must be included in the notice and no action may be taken on any item not on the agenda.

A quorum at any regular or special meeting shall consist of a majority of the representatives of the member school districts. A quorum being present, the affirmative vote of a majority of the representatives present shall be sufficient to approve any action. A roll call vote shall be used whenever requested by a member school district's voting representative.

Section 6. ~~Administrative District as Legal and Fiscal Agent. Upon the recommendation of the Executive Committee, the LEND Council shall select a member school district to administer LEND's fiscal affairs. The Administrative District shall be reimbursed for all services and facilities~~

~~provided to LEND at a rate to be agreed upon by the Executive Committee and the Administrative District. The Administrative District shall collect and disburse all funds on behalf of LEND, according to its usual and customary accounting practices. The LEND staff shall be subject to those conditions and benefits of employment of the Administrative District as are determined by the Executive Committee and consented to by the Administrative District. Notwithstanding the foregoing, the LEND staff shall at all times remain employees of LEND only, shall not be subject to the control or supervision of the Administrative District and, in the event of termination, shall have no employment rights with the Administrative District or any member school district.~~

~~Section 7.~~ Executive Director. The Executive Committee shall ~~appoint~~ recommend the appointment of an a Director, which shall then be presented to the LEND Council for approval. The Executive Director ~~who~~ shall report to the Executive Committee and carry out all duties and responsibilities as directed by LEND policy and by the Executive Committee. The Executive Director will have charge of all LEND's administrative functions and LEND's employees and contractors, if any. The Executive Director will be responsible for executing the decisions of the Executive Committee and the LEND Council and for fulfilling the job description approved by the Executive Committee.

~~Section 87.~~ Standing Committees and Ad Hoc Committees. ~~The standing committees which shall meet on a regular basis to establish educational and legislative priorities and activities for the year shall include: (1) legislation; (2) finance; and (3) seminars. The chairs of such standing committees shall be appointed each year by the LEND Co-Chairs, with the advice and consent of the Executive Committee. Membership shall be open to any representative or designee of a LEND member school district.~~ Ad hoc committees shall be established by the Executive Committee, with appointments by the Co-Chairs upon the advice and consent of the Executive Committee. Membership shall be open to any representative or designee of a LEND member school district. ~~The~~

~~charge of the legislation, finance and seminars committees shall be set forth in the rules and policies of the Executive Committee.~~

To the extent reasonably possible, all LEND committees shall have representation from a cross section of LEND members.

Section ~~98~~. Dues and Billing Procedures. Dues shall be assessed on an annual basis in the amounts set forth by the Council. Members shall be billed at the beginning of each fiscal year with payment due by August 1.

Section ~~910~~. Withdrawal, Expulsion and Dissolution. Any member school district may withdraw from LEND upon at least thirty days advance written notice to the Secretary/Executive Director, but dues already paid will not be refunded. Any member may be expelled without refund of dues already paid upon recommendation of the Executive Committee and a majority vote of the full membership of the Council, provided at least 30 days advance written notice to the member is given, including the reasons for the Executive Committee's recommendation. This agreement may be terminated, and LEND dissolved, upon the majority vote of the full membership of the LEND Council, provided at least thirty days advance written notice of such proposed action is given by certified mail, return receipt requested, to all member school districts. In the event of dissolution, the assets of LEND shall be distributed in equal shares to the member school districts at the time of dissolution.

Section ~~110~~. Amendments to Intergovernmental Agreement. Amendments to this Agreement may be made by a majority vote of the full membership of the Council at a meeting called for such purpose, with written notice of the meeting and the proposed amendments given to each member school district in accordance with the notice requirements of Section 5 above.

Section 12. Effective Date. This Agreement ~~shall be deemed dated and become effective on the date the last of the duly authorized officers of the member school districts has signed,~~

~~provided at least 30 of the member school districts set forth on the attached Exhibit I have signed~~has  
an Effective Date of \_\_\_\_\_, \_\_\_\_\_. This Agreement may be signed in counter-parts. ~~Within~~  
~~thirty days of the effective date of this Agreement, the LEND Council shall meet on at least seven~~  
~~days written notice by any member to all members to elect the Executive Committee, including the~~  
~~Co Chairs, select the Administrative District and take such other action as appropriate for the start~~  
~~up \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ organization.~~

**Signature Page to the Amended Intergovernmental Agreement for the Establishment and Administration of the Legislative Education Network of DuPage County, Illinois**

~~BOARD OF EDUCATION OF  
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 93  
DuPage County, Illinois~~

~~By: \_\_\_\_\_  
\_\_\_\_\_  
President~~

~~Attest:~~

~~\_\_\_\_\_  
\_\_\_\_\_  
Secretary~~

~~Date: \_\_\_\_\_~~

~~{Please return to the LEND office c/o Community Consolidated School District 89, 22W600  
Butterfield Road, Glen Ellyn, Illinois 60137.}~~

~~Need new signature page (for all representatives from member districts to sign).~~

BENSENVILLE S.D. #2

ADDISON S.D. #4

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

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

Its: Superintendent

Its: Superintendent

WOOD DALE S.D. #7

MEDINAH ELEMENTARY S.D. #11

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

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

Its: Superintendent

Its: Superintendent

ROSELLE S.D. #12

BLOOMINGDALE S.D. #13

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

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

Its: Superintendent

Its: Superintendent

MARQUARDT S.D. #15

QUEEN BEE S.D. #16

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

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

Its: Superintendent

Its: Superintendent

KEENEYVILLE S.D. #20

BENJAMIN S.D. #25

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

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

Its: Superintendent

Its: Superintendent

WEST CHICAGO ELEM. S.D. #33

WINFIELD S.D. #34

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

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

Its: Superintendent

Its: Superintendent

GLEN ELLYN S.D. #41

LOMBARD ELEMENTARY S.D. #44

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

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

Its: Superintendent

Its: Superintendent

VILLA PARK S.D. #45

SALT CREEK S.D. #48

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

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

Its: Superintendent

Its: Superintendent

BUTLER S.D. #53 DOWNERS GROVE S.D. #58

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

Its: Superintendent Its: Superintendent

MAERCKER S.D. #60 DARIEN PUBLIC SCHOOLS DIST. #61

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

Its: Superintendent Its: Superintendent

CASS S.D. #63 CENTER CASS S.D. #66

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

Its: Superintendent Its: Superintendent

WOODRIDGE S.D. #68 HINSDALE TOWNSHIP H.S.D. #86

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

Its: Superintendent Its: Superintendent

GLENBARD TOWNSHIP H.S.D. #87 DUPAGE H.S.D. #88

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

Its: Superintendent Its: Superintendent

C.C.S.D. #89 C.C.S.D. #93

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

Its: Superintendent Its: Superintendent

FENTON C.H.S.D. #100 LAKE PARK H.S.D. #108

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

Its: Superintendent Its: Superintendent

LAKE PARK H.S.D. #108 C.C.S.D. #180

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

Its: Superintendent Its: Superintendent

C.C.S.D. #181

C.U.S.D. #201

By:

By:

Its: Superintendent

Its: Superintendent

LISLE C.U.S.D. #202

NAPERVILLE C.U.S.D. #203

By:

By:

Its: Superintendent

Its: Superintendent

INDIAN PRAIRIE S.D. #204

ELMHURST C.U.S.D. #205

By:

By:

Its: Superintendent

Its: Superintendent

EXHIBIT 1

~~Bensenville School District 2  
Addison School District 4 Wood  
Dale School District 7 Itasea  
School District 10 Medinah  
School District 11 Roselle School  
District 12 Bloomingdale School  
District 13 Marquardt School  
District 15 Queen Bee School  
District 16 Keeneyville School  
District 20 Benjamin School  
District 25 West Chicago School  
District 33 Winfield School  
District 34 Glen Ellyn School  
District 41 Lombard School  
District 44 DuPage School  
District 45 Salt Creek School  
District 48 Butler School District  
53 Downers Grove School  
District 58 Maereker School  
District 60 Darien School District  
61 Gower School District 62  
Cass School District 63  
Center Cass School District 66  
Woodridge School District 68  
Puffer Hefty School District 69  
Hinsdale Township High School District 86  
Glenbard Township High School District 87  
DuPage High School District 88  
Community Consolidated School District 89  
Community Consolidated School District 93  
Community High School District 94  
Community High School District 99  
Fenton School District 100  
Lake Park High School District 108  
Community Consolidated School District 180  
Hinsdale School District 181  
Community Unit School District 200  
Westmont School District 201  
Lisle Community Unit School District 202  
Naperville Community Unit School District 203  
Indian Prairie Community School District 204  
Elmhurst Community Unit School District 205~~

**RESOLUTION #2001-66 APPROVING THE  
INTERGOVERNMENTAL AGREEMENT FOR THE  
ESTABLISHMENT AND ADMINISTRATION OF LEND**

**Be It Resolved** by the Board of Education of Community Consolidated School District 93, DuPage County, Illinois, as follows:

The Board hereby finds and determines that it is in the best interests of the School District to join with other DuPage County school districts in establishing, and becoming a member of, the Legislative Education Network of DuPage County, Illinois, more commonly known as LEND.

The Board hereby approves, and authorizes the President and Secretary to sign, an "Intergovernmental Agreement for the Establishment and Administration of the Legislative Education Network of DuPage County, Illinois," substantially in the form of the attached Exhibit A.

This resolution shall be in full force and effect upon its adoption. ADOPTED this 27th day of September 2001, by a roll call vote as follows:

Aye: ~~Diek Boyer, Alice Crawford, Kevin Hufford, Michelle Lents, Pattie Winter,  
Janet Wuellner, Tom Petrich~~

Nay: 0

Absent: 0

Abstain: 0

\_\_\_\_\_  
\_\_\_\_\_  
President, Board of Education

Attest:

\_\_\_\_\_  
\_\_\_\_\_  
Secretary, Board of Education

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