

**REGULAR BOARD OF EDUCATION MEETING
COMMUNITY HIGH SCHOOL DISTRICT 94
July 17, 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. Seating of New Board Member

The Board of Education accepted the resignation of Ms. Susan Gillespie effective June 6, 2018. Three candidates were interviewed by the Board of Education at a Special Meeting held on July 9, 2018 at 7:00 p.m. Board members appointed Lauren Scanlan to fill the Board vacancy, effective immediately, and to serve until the next Consolidated Election.

5. Administration of Oath of Office 7
The Board President will administer the Oath of Office as required in Sec. 10-16.5 of the Illinois School Code.

6. Roll Call

7. Additions to the Agenda - (Voice Vote)

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

PUBLIC PARTICIPATION

ADMINISTRATIVE REPORTS AND INFORMATION

1. Superintendent's Report

Doug Domeracki

a. FOIA(s) 8

2. Director of Building Operations Report

Gordon Cole

3. Director of Business Services Report

David Blatchley

4. Director of Human Resources Report

Cheryl Moore

5. Principal's Report Moses Cheng	
6. Committee and Representative Reports	
a. Education	
b. Facilities	
c. Finance - Committee Meeting Minutes July 3, 2018	9
d. Human Resources - Committee Meeting Minutes June 19, 2018	11
e. Policy	
f. SASSED	
g. Other	
7. Future Dates	
a. Regular Board of Education Meeting - August 21, 2018	
b. Regular Board of Education Meeting - September 18, 2018	
8. Open Comment - Board Members	
Board Members	
9. Future Issues	
CONSENT AGENDA (Roll Call)	
1. Items Removed from Consent Agenda for Separate Action	
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2. Consent Agenda Action for All Items Except Those Listed in 1. Above	
CONSENT AGENDA ITEMS - RECOMMENDED ACTION:	
1. <u>Approval of Minutes</u>	
a. Regular Board of Education Meeting - June 19, 2018	13
b. Special Board of Education Meeting - July 9, 2018	24
c. Closed Session Board of Education Meeting - July 9, 2018 - At Table	
2. <u>Acceptance of Minutes</u>	
a. Human Resources Committee Meeting - June 19, 2018	26
b. Finance Committee Meeting - July 3, 2018	28
3. <u>Approval of Financials</u>	
a. Approve Current Expenditures	30
b. Imprest Fund Statement	54
c. Treasurer's Report	58
d. Statement of Position/Financial Report	59
e. Statement of Revenue/Expenditures YTD Ending June 30, 2018	60
f. 3-Year Budget/Actual Report	61
g. Grant Reports	63
h. Petty Cash Fund Report	65
i. Student Activity Account Fund Balance	66
j. New Vendors Monthly Report	69
k. Quarterly Financial Reports	70
l. Referendum Revenue and Expenditure Report	73
1. RECOMMENDED MOTION: That the Board of Education approve the expenditures from June 14, 2018 to June 30 and July 12, 2018 and accept the	

financial reports.

4. Compliance Officer for Section 504, etc.

Board policy provides for the appointment of a Compliance Officer for discrimination complaints regarding Section 504 and the Americans with Disabilities Act. Such complaints may require/involve program modifications to help the student function more capably in the high school setting.

Administration is recommending the Director of Student Services, currently Mr. David Pater, to serve in this capacity.

- a. RECOMMENDED MOTION: That the Board of Education appoint the Director of Student Services, currently Mr. David Pater, to serve as Compliance Officer for discrimination complaints regarding Section 504 and the Americans with Disabilities Act and other related matters.

5. Compliance Officer for Title IX

Board policy stipulates that a Compliance Officer be appointed each year for discrimination complaints consistent with Title VII, Title IX, Sexual Harassment/Intimidation and other related matters. Administration is recommending the Director of Human Resources, currently Ms. Cheryl Moore, serve as a Compliance Officer for discrimination complaints regarding Title VII, Title IX; Student Sex Equity; Sex Discrimination; Sexual Harassment/Intimidation; and related matters.

- a. RECOMMENDED MOTION: That the Board of Education appoint the Director of Human Resources, currently Ms. Cheryl Moore, to serve as Compliance Officer for discrimination complaints regarding Title VII, Title IX; Student Sex Equity; Sex Discrimination; Sexual Harassment/Intimidation; and related matters.

6. Suspension Hearing Officer

Annually, the Board appoints hearing officers to hear disciplinary cases involving students in Districts 33 and 94. Each District provides a hearing officer for the other when one is needed. This may happen once or twice a year.

- a. RECOMMENDED MOTION: That the Board of Education appoint the Principal of Currier School at District 33, currently Mr. Mark Truckenbrod, to serve as student discipline hearing officer for the 2018-19 school year; authorize the Assistant Principal for Administrative Services at District 94, currently Mr. Peter Martino, to perform the same function for District 33; and authorize the use of designated legal counsel or substitute hearing officer in the event Mr. Truckenbrod is unavailable.

OLD BUSINESS:

NEW BUSINESS:

1. Personnel Report - (Roll Call)

77

The Personnel Report consists of:

- The employment of 4 certified staff for the 2018/2019 school year
- The resignation of 2 certified staff effective the end of the 2017/2018 school year
- The resignation of 1 certified staff effective June 4, 2018
- The resignation of 1 administrator effective July 2, 2018
- The retirement of one non-certified staff effective July 30, 2022
- The approval of a change in job duties and compensation for 2 employees
- The approval of 1 overload assignment for the 2018/2019 school year
- The employment of 1 coach for the 2018/2019 school year

- The resignation of 2 coaches effective the end of the 2017/2018 school year
- The resignation of 1 coach effective July 5, 2018
- Approve vacation carry-over request for administrators with multi-year contracts

2. Separation of Employment - (Roll Call)

RECOMMENDED MOTION: That the Board of Education approve the following resignations:

- Laura Moran, Teacher/Special Education Division, effective end of 2017-18 school year
 - Maria Vlantis, Psychologist/Student Services, effective end of 2017-18 school year
 - Briana Carlson-Morales, Teacher/Language Arts Division, effective June 4, 2018
 - Joseph Neilon, Director of Technology, effective July 2, 2018;
- and that the Board of Education accept the retirement of Pedro Perez, Custodian, effective July 30, 2022

3. Ball Horticulture Intergovernmental Agreement - (Roll Call)

80

An intergovernmental agreement is being brought to the board for approval between the local taxing entities including the City of West Chicago, the DuPage Airport Authority, the West Chicago: Library District, Fire Protection District, Elementary School District 33, and Community High School District 94 and Ball Horticultural Company regarding a Property Tax Abatement related to new construction at 622 Town Road, West Chicago, IL. The agreement has been reviewed by our legal counsel. The proposed IGA is attached for your approval.

RECOMMENDED MOTION: That the Board of Education approve the Intergovernmental Agreement providing a property tax abatement for the construction, addition, and redevelopment of 622 Town Road, West Chicago, IL.

4. Copier Bid - (Roll Call)

141

Proven IT was one of three bidders that recently responded to our multi-function copier request for proposal. Proven IT was the low bidder. RECOMMENDED MOTION: That the Board of Education formally approve the four year contract with Proven IT. This new contract, including service and print management, amounts to \$227,884.

5. Security Services - (Roll Call)

148

Andy Frain was the low bidder that recently responded to our security services invitation to bid. We had two bidders respond.

RECOMMENDED MOTION: That the Board of Education formally approve the three year contract with Andy Frain.

6. Driver's Education Vehicle - (Roll Call)

159

The current lease on the Driver's Education vehicle will be expiring this month. Last month, the Board approved the lease of a new Ford Focus. Upon approving this new lease, Haggerty Ford notified the District they would no longer be able to lease a vehicle to the high school for Driver's Education.

RECOMMENDED MOTION: That the Board of Education formally

approve the buy out of the current Ford Focus lease for \$9,900.

or

RECOMMENDED MOTION: That the Board of Education provide the Director of Business Services the authority to consummate a deal for a new leased vehicle for driver's education. The preferred term will be for 36 months and the monthly payment will not exceed the already approved amount of \$274.

7. Athletic Trainer Services - (Roll Call)

160

Athletic and Therapeutic Institute was the low bidder that recently responded to our athletic trainer invitation to bid. ATI was the only bidder

RECOMMENDED MOTION: That the Board of Education formally approve the three year contract with ATI. This new contract is in the amount of \$192,000 for three years.

8. Appendix B - (Roll Call)

189

The Appendix B Committee is asking the Board to approve payment of 14 Activity Stipends as outlined in the attached memo. With the exception of the Math Team Assistant, all Activities are currently running and exist with volunteer sponsors. The stipends would be funded with \$15,000 agreed to in the 2017-2021 WCHSTA contract. The Appendix B Committee is also asking the Board to approve four new Athletic Stipends as outlined in the attached memo. The cost for these positions is approximately \$12,900. The Appendix B Committee will continue to meet in 2018/19 to work towards a new compensation structure aligned to supporting student extracurricular participation.

RECOMMENDED MOTION: That the Board of Education approve Appendix B.

9. Disclosure Policy and Procedures - (Roll Call)

191

The Disclosure Policy and Resolution procedures address the District's obligation to comply with Rule 15c2-12 of the Securities and Exchange Act of 1934. The policy spells out the District's obligations with regard to disclosure to bond investors and sets forth procedures for compliance.

RECOMMENDED MOTION: That the Board of Education formally approve the Disclosure Policy and Procedure.

10. Intergovernmental Agreement - West Chicago - Batavia - Geneva Swim Co-op - (Roll Call)

202

Geneva High School has requested to participate in the existing West Chicago and Batavia Girls' Swim Co-op for the 2018-2019 school year. Both the Upstate Eight Conference and the new DuKane Conference athletic directors have unanimously given approval for Geneva to be added to the co-op. Principals at West Chicago, Batavia and Geneva have also concurred with the addition.

RECOMMENDED MOTION: That the Board of Education approve the addition of Geneva High School to the West Chicago Girls' Swim Co-op for the remaining IHSA term agreement period.

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].

Local Board Member Oath of Office

Public Act 094-0881 has amended the School Code to include: Sec. 10-16.5 Oath of Office. Each school board member, before taking his/her seat on the Board, shall take an Oath of Office in substantially the following form:

- I [name of member/successful candidate], do solemnly swear that I will faithfully discharge the duties of the office of member of the Board of Education of Community High School District 94, in accordance with the Constitution of the United States, the Constitution of the State of Illinois and the laws of the Sate of Illinois, to the best of my ability.
- I further swear that –

I shall respect taxpayer interests by serving as a faithful protector of the school district's assets;

I shall encourage and respect the free expression of opinion by my fellow Board members and others who seek a hearing before the Board, while respecting the privacy of students and employees;

I shall recognize that a Board member has no legal authority as an individual and that decisions can be made only by a majority vote at a public board meeting;

I shall abide by majority decisions of the Board, while retaining the right to seek changes in such decisions through ethical and constructive channels.



Cheryl Glunt <cglunt@d94.org>

Fwd: FOIA request

1 message

Received 7/12/2018
Response Due 7/19/2018

Cheryl Moore <cmoore@d94.org>
To: Cheryl Glunt <cglunt@d94.org>

Thu, Jul 12, 2018 at 4:18 PM

I will reach out to collect this information Cheryl. Thanks

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

From: **Susan Gillespie** <gillspfam@ameritech.net>
Date: Thu, Jul 12, 2018 at 4:05 PM
Subject: FOIA request
To: Cheryl Moore <cmoore@d94.org>

Hello Cheryl - I am requesting the following documents under the Freedom of Information Act:

- 1) The credit card statements for all district credit cards for June of 2018.
- 2) The current job description for the position of superintendent.
- 3) The documentation from all finance committee meetings held since April 17, 2018 showing the tracking of the "cost of superintendent and board travel expenses" as noted in the April 17, 2018 board minutes. (This is not mentioned in any committee minutes.)

I am requesting the documents be sent electronically to this email address. Seeing as this should be far less than 50 pages, I am requesting there be no charge. Please call me if there are any questions or issues. 630-681-0143.

Thank you
Susan Gillespie
7/12/18

--
Cheryl Moore
Director, Human Resources
Community HSD 94

This message and any attachment thereto is for the sole use of the intended recipient(s), and is covered by the Electronic Communications Privacy Act (18 USC 2510 et seq). It may contain information that is confidential and legally privileged within the meaning of applicable law. If you are not the intended recipient, please immediately alert the sender by reply e-mail, permanently remove this message and any attachments thereto from your system, and destroy any hard copies thereof; do not disclose the contents or take any action in reliance upon the information contained in this message or any attachments. If you have any doubt as to the authenticity of this message or any attachment thereto, please contact the sender immediately. Any copying, disclosure, distribution or other action taken or omitted to be taken with respect to an erroneously received or inauthentic message or attachment is prohibited. Communications sent or received by Community High School District 94 may be subject to inspection, copying, and disclosure under the Illinois Freedom of Information Act (FOIA).

**Finance Committee Meeting
July 3, 2018
326 Joliet Street
Student Activity Center**

Minutes of the Finance Committee meeting held on July 3, 2018 at West Chicago Community High School from 7:30 a.m. to 8:38 a.m.

Call to Order: The meeting was called to order at 7:30 a.m.

1. Roll Call: Finance Committee Members Present: David Blatchley, Kevin Kotche, Ruben Campos, Douglas Domeracki, Ex Officio
Finance Committee Members Absent: Gary Saake
Other Board Members Present: None
Others present: Moses Cheng, Michael Guttman and Diane Masschelin (Recording Secretary)
2. Public Comment: No comment
3. Mr. Michael Guttman, City Administrator for West Chicago, gave a presentation and handout to the committee on the updated spreadsheet for the Tax Abatement Analysis for Ball Horticulture Company. Mr. Blatchley mentioned that he will put a presentation from Mr. Guttman on the July Board Agenda.
4. IASB Policy Review: The Committee prepared for the July 30, 2018 IASB review of the Fiscal Authority policy by reviewing two handouts previously addressed. Mr. Blatchley would like the Finance Committee to review the handouts and submit their concerns to him so that he can bring the recommendations from the Finance Committee forward on July 30.
5. Invitation to Bid (ITB)/Request For Proposals (RFP) Updates:
School Security Services and Athletic Trainer Services both went out to bid, and the bid openings are scheduled for July 3.

Copiers: Mr. Blatchley mentioned that last month we bid out for the Copiers/Print Package, all of which were denied mainly because of the discrepancies with one of the vendors and their pricing. A new RFP was sent with the updated bid specifications. In the RFP specifications, it was mentioned that the machines would need to be in place by the second week of August. The bid opening is set for July 6. Mr. Blatchley stated that he would bring the comparison sheet from the RFPs and the contract to the Board Meeting in July.
6. Student Activity Treasurer: Discussions took place for the position of Student Activity Treasurer. It was suggested the position be one of an Administrator, and that the Principal would be the logical choice. Mr. Blatchley mentioned that he would hold discussions with Dr. Cheng to move forward and create the structure that is needed. It was also mentioned that this appointment did not need to go to the board for approval.

7. Driver's Education Car Update: Mr. Blatchley previously brought this topic to the June Finance Committee and the June 19th Board Meeting. When processing the paperwork for the lease, Mr. Blatchley found out that Ford no longer leases Driver's Education cars and therefore was unable to get a vehicle. Since the documents were specific to Ford, it was suggested that we send out RFPs for leasing another vehicle. Mr. Blatchley will check RFP procedures and hope to have some comparisons at the July Board Meeting.
8. Benefit Consultant Update: A RFP for a Benefits Consultant was sent out. The two companies that responded were DSP Insurance Services and Group Alternatives. DSP Insurance Services was the company that was selected since they were most favorable for us as insurance consultants.
9. FTE Proposal In-school Suspension (ISS): Mr. Blatchley mentioned that at last month's Board Meeting, Pete Martino talked about a plan for providing an additional FTE for an ISS position that grew out of a request by the Discipline Committee. Mr. Blatchley mentioned that the additional FTE position had not been budgeted for 18/19 fiscal year. Dr. Cheng stated that we have been operating without the additional person and talked about the needs for this position. This will be a topic for the Education Committee Agenda. Mr. Blatchley will investigate and move forward for the ISS FTE position in the future.

On another topic, Mr. Blatchley mentioned having a standing meeting schedule for the Finance Committee. The Committee could not agree to a standing schedule but did agree that August 7th is the tentative date for the next Finance Committee meeting at 7:30 AM in the Student Activity Center.

10. Adjournment: Mr. Kevin Kotche moved to adjourn, Mr. Ruben Campos seconded the motion. The meeting was adjourned by unanimous voice vote at 8:38 a.m.

**COMMUNITY HIGH SCHOOL
DISTRICT 94
West Chicago, Illinois**

Minutes of the HUMAN RESOURCES COMMITTEE meeting held on June 19, 2018 at 326 Joliet Street, West Chicago, Illinois from 8:02 a.m. to 8:43 a.m.

1. **Roll Call:** The meeting was called to order at 8:02 a.m.

Committee Members:

Kathe Doremus, Renee Yackey, Cheryl Moore, Gary Saake (Ex Officio), Dr. Douglas Domeracki (Ex Officio)

Committee Members Present:

Renee Yackey, Kathe Doremus, Cheryl Moore, Dr. Douglas Domeracki (Ex Officio)

Committee Members Absent:

Gary Saake (Ex Officio)

Others Present:

None

2. **Public Comment**

There was no public comment.

3. **HR Technology Needs**

- Ms. Moore said there are three HR related technology needs she would like the committee to consider:
 - Some way to track Support Staff time worked such as a time clock: The District is required to keep records of time worked and using a time clock or other electronic way to track time would be most efficient and clear.
 - An on-line performance evaluation tool: Currently all performance evaluation forms are done in Word. The forms are not user friendly and are inefficient. For teachers some forms can be 30+ pages long. An on-line tool would streamline the process making it easier for teachers and evaluators resulting in a better dialogue to discuss performance.
 - Electronic personnel files: Space is going to be an issue when the District office moves back to the school. Due to the Illinois Records Act we are required to keep some personnel records for 60 years. It can be difficult and inefficient to locate past records. An electronic system would also make it easier for new hires and current employees to complete required employment paperwork.
- Ms. Moore shared approximate costs for each of the above tools. We may own a time keeping module in Skyward which likely is most cost efficient. Time clock implementation could be \$10k – 15k. An on-line performance tool will range from \$5k - \$10k. Electronic Personnel files range from \$5k - 8k.
- The committee would like to see the various options and costs for each.

4. **Discussion of HR Policy 6102 - Credit for Prior Teaching Experience**

Board policy 6102 is currently suspended. Ms. Moore said the district should have clear criteria by which we grant salary credit for newly hired certified staff. Policy 6102 granted salary credit for each year of documented full time high school teaching without a cap. The committee discussed the pros and cons of capping experience for salary credit. Having a policy that grants salary credit without a cap provides the most flexibility in hiring and allows the district to remain competitive. Given that the

District is moving to Press Policies and there is no Press Policy regarding granting of salary credit, Ms. Moore will draft procedures for Board review that will be used to grant credit on the salary schedule.

5. Discussion of Credit for Degrees for Related Services Staff (Social Worker, SLP, Psychologist, Counselor).

Many districts grant additional credit on the salary schedule for related services staff who must complete a 60+ hour Master degree program. We do not grant additional credit. A teacher with a MA in teaching (for example) completes a 30 or 36 hour program to earn the MA but a Social Worker (for example) must complete a 60+ hour program to earn an MA. Both would be placed at MA+0 currently. An informal survey of several Districts in DuPage shows about 2/3 of the Districts surveyed provide additional credit either in the form of additional hours or in additional steps. Ms. Moore recommends we consider granting additional credit for these positions. The committee is open to exploring that.

6. Discuss implications of 3% salary cap legislation.

The committee discussed implications of the 3% salary cap legislation. The cap applies to TRS only. Since the District settled the Teacher contract before the legislation was approved we are grandfathered as long as we do not modify the contract.

5. Adjournment: Ms. Moore asked for a motion to adjourn. Ms. Yackey so moved. Ms. Doremus seconded the motion. The meeting was adjourned by unanimous voice vote at 8:43 a.m.

DRAFT

**REGULAR BOARD OF EDUCATION MEETING
COMMUNITY HIGH SCHOOL DISTRICT 94
June 19, 2018 – 7:00 P.M.
326 Joliet Street
West Chicago, IL 60185**

OPENING ACTIVITIES

1. Call to Order at 7:00 p.m.
2. Mr. Cole led the Board and meeting attendees in the Pledge of Allegiance.
3. Mr. 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. Doremus, Mr. Kotche and Mr. Nagel
5. Absent – Ms. Yackey
6. Also in attendance: Dr. Domeracki, Mr. Cole, Mr. Blatchley, Ms. Moore, Dr. Cheng and Ms. Glunt

STUDENT RECOGNITION:

May Student of the Month:

Elizabeth Nava

Athletes of the Season:

Zenen Cardenas

PUBLIC PARTICIPATION:

The following people addressed members of the Board of Education:

- Mr. Dave Hempe thanked the Board, coaches, Booster Club, and staff members for all the support the WeGo Wildcats Special Olympics Club receives.
- Blanca Ruiz thanked the Board on behalf of the WCHSSSA for the collaborative completion of bargaining.

ADMINISTRATIVE REPORTS AND INFORMATION:

1. Superintendent’s Report:

Dr. Domeracki reported the following:

- There were two FOIA requests.
- The Office of Civil Rights visited the school today.
- Summer School enrollment is very high this year, with 317 students participating.
- Dueling Piano tickets are available.
- Dr. Domeracki will be out of the District June 22 through 29, 2018.
- The District has been enrolled in ISBE’s data dashboard for educators called Ed360. Staff will be provided access this fall.

Dr. Domeracki and Board members discussed 2 resolutions that had been brought to the Board by the associations:

- One resolution asked that all committee meetings be scheduled for the 1st Tuesday of each month. It was noted that committee meetings are structured so that work can be done when it is necessary and that it is difficult to coordinate Board members' schedules.
 - Another resolution asked that digital video recordings be made of all meetings. It was noted that this was the only request to have meetings recorded in the past 6 years.
2. **Director of Building Operations Report:**
Mr. Cole stated that two people from the Office of Civil Rights had toured the school; a list of items that need to be corrected will be received in a month. He stated he would present a full report on the construction at the July Board meeting.
 3. **Director of Business Services Report:**
Mr. Blatchley reported he would call Moody's Corporation June 20 regarding the next issuance of bonds. He also stated that one additional egress needs to be added at the District Office to complete ADA compliance.
 4. **Director of Human Resources Report:**
Ms. Moore reported there will be a breakfast or luncheon in April during National Volunteer Appreciation Week to recognize our volunteers. She also reported that Northwestern Medicine is no longer providing occupational health services and that a new provider will need to be found. Ms. Moore will bring recommendations regarding Appendix B to the July board meeting.
 5. **Principal's Report:**
Dr. Cheng reported on the following:
 - Student attendance and discipline is tracking consistently.
 - A concerted effort is underway to articulate and coordinate with District 33 for next summer's partnered program. Dr. Cheng, Mr. Martino and Mr. Pater visited District 33's current summer program.
 - Results of the End of the Year Survey will be shared at a future board meeting
 - In an effort to build a more positive school culture and climate, Administration is considering making the 1st day of school for freshmen only to enhance WeGo in with Pride and provide specific training in google.
 - Administration is considering implementing a student Institute Day. More specifics will be provided in July.
 6. **Board Vacancy:**
Board members discussed interviewing candidates for the vacancy. Interviews will be conducted at a Special Board Meeting July 9, 2018.
 7. **Committee and Representative Reports:**
Finance Committee Approval of Minutes:
MOTION: That the Education Committee approve the minutes of the meeting of June 12, 2018.

MOTION: Mr. Campos
SECOND: Mr. Kotche
VOTE: Unanimous Approval on Roll Call Vote 5 - 0

Discipline Committee:

Pete Martino addressed the Board of Education regarding a topic that was discussed at the Discipline Committee meeting. The Committee is recommending hiring a full time certified teacher for the In-School Suspension classroom to provide additional academic support for students. This recommendation will be brought to the Education Committee for further vetting.

8. Future Dates:

- a. Regular Board of Education Meeting – July 17, 2018
- b. Regular Board of Education Meeting – August 21, 2018

9. Open Comment – Board Members

There was no comment.

10. Future Issues:

There were no future issues.

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:

- Regular Board of Education Meeting Minutes – May 15, 2018
- Closed Session Board of Education Meeting Minutes – May 15, 2018
- Special Board of Education Meeting Minutes – June 7, 2018
- Special Board of Education Meeting Minutes – June 11, 2018
- Closed Session Board of Education Meeting Minutes – June 11, 2018

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. Campos

SECOND: Mr. Kotche

VOTE: Unanimous Approval on Roll Call Vote 5 - 0

CONSENT AGENDA ITEMS - RECOMMENDED ACTION(S):

1. Acceptance of Minutes

- a. Finance Committee Meeting – June 12, 2018

2. **Approval of Financials**

- a. Approve Current Expenditures
- b. Imprest Fund Statement
- c. Treasurer's Report
- d. Statement of Position/Financial Report
- e. Statement of Revenue/Expenditures YTD Ending May 31, 2018
- f. 3-Year Budget/Actual Report
- g. Grant Reports
- h. Petty Cash Fund Report
- i. Student Activity Account Fund Balance
- j. New Vendors Monthly Report
- k. Quarterly Financial Reports
- l. Referendum Revenue & Expenditure Report

MOTION: That the Board of Education approve the expenditures from May 9, 2018 to June 13, 2018 and accept financial reports.

CONSENT AGENDA APPROVAL

ITEMS REMOVED FROM CONSENT AGENDA:

1. Minutes of the Regular and Closed Session Board of Education Meeting – May 15, 2018
MOTION: That the Board of Education approve the minutes of the Regular and Closed Session Board of Education meeting – May 15, 2018.
MOTION: Mr. Kotche
SECOND: Ms. Doremus
VOTE: Unanimous Approval on Voice Vote 5 - 0
2. Minutes of the Special Board of Education Meeting – June 7, 2018
MOTION: That the Board of Education approve the minutes of the Special Board of Education Meeting of June 7, 2018.
MOTION: Mr. Campos
SECOND: Mr. Kotche
VOTE: Ayes: Campos, Nagel, Saake
Nays: None
Abstain: Doremus, Kotche
Motion Passed: 3 – 0; 2 Abstain
3. Minutes of the Regular and Closed Session Boards of Education Meeting of June 11, 2018
MOTION: That the Board of Education approve the minutes of the Regular and Closed Session Board of Education Meeting of June 11, 2018.
MOTION: Mr. Campos
SECOND: Mr. Kotche
VOTE: Ayes: Campos, Kotche, Nagel, Saake
Nays: None
Abstain: Doremus

Motion Passed: 4 – 0; 1 Abstain

OLD BUSINESS:

There was no old business.

NEW BUSINESS:

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

The Personnel Report consisted of:

- The employment of 6 certified staff for the 2018/2019 school year
- The leave of absence of 2 certified staff for the 2018/2019 school year
- The resignation of 1 administrative staff at the end of the 2017/2018 school year
- The resignation of 2 non-certified staff at the end of the 2017/2018 school year
- The resignation of 1 non-certified staff effective 5/21/18
- The employment of 3 coaches for the 2018/2019 school year
- The resignation of 4 athletic coaches at the end of the 2017/2018 school year
- The approval of summer school staff for summer 2018
- The approval of a change in job duties, employment status, and compensation for 2 employees.
- The approval of Dr. Domeracki's request to take six (6) days of vacation
- The annual listing of Administrative positions as required through Board Policy 2002 and listed in Appendix – Policy 2002 for 2018/2019

MOTION: That the Board of Education approve the Personnel report.

MOTION: Mr. Kotche

SECOND: Mr. Nagel

VOTE: Unanimous Approval on Roll Call Vote: 5 - 0

2. **Separation of Employment – (Roll Call)**

MOTION: That the Board of Education accept the following resignations:

Kevin Bulava - Coordinator/Special Education Division - effective June 4, 2018

Andrew Hawthorne - Program Assistant/Alternative Education - effective May 25, 2018

Jamie McGriff - Custodian - effective May 21, 2018

Daniel Vashinko - Program Assistant/Special Education Division - effective May 25, 2018

MOTION: Mr. Kotche

SECOND: Mr. Campos

VOTE: Unanimous Approval on Roll Call Vote 5 – 0

3. **Architectural Services - (Roll Call)**

DLA architects have been the primary architect for the District. They are currently developing the concept plans for the renovation/addition project. Since the District will be utilizing a construction manager, an updated standard agreement is necessary. AIA B133-2014 delineates the responsibilities between the architect, the construction manager and the District. AIA B101-2007 is the standard agreement between owner and architect. This will be

utilized on all projects in which the construction manager is not utilized. These were prepared and modified by the Districts attorney, Dan Boyle.

MOTION: That the BOE approve the AIA B133-2014 contract for architectural services in conjunction with a construction manager between DLA Architects, LTD, Itasca, IL and the District.

MOTION: Ms. Doremus

SECOND: Mr. Kotche

VOTE: Unanimous Approval on Roll Call Vote 5 – 0

MOTION: That the BOE approve the AIA B101-2007 contract for architectural services between DLA Architects, LTD, Itasca, IL and the District.

MOTION: Mr. Campos

SECOND: Ms. Doremus

VOTE: Unanimous Approval on Roll Call Vote 5 – 0

4. **Certified Staff Evaluation Plan – (Roll Call)**

The Evaluation Committee met from December 2017 through May 2018 to review and update the certified staff evaluation plan document. The plan was updated to reflect school code language and requirements. Several sections were simplified and clarified and the student growth requirement was incorporated. There were no substantive changes made however the committee agreed to review the Danielson Framework in detail during 2018-19. The Teachers' Association voted on and approved the changes in May.

MOTION: That the Board of Education approve the Certified Staff Evaluation Plan.

MOTION: Mr. Kotche

SECOND: Mr. Nagel

VOTE: Unanimous Approval on Roll Call Vote 5 – 0

5. **Confidential Staff Salary Increases – (Roll Call)**

The recommendation for the 2018-19 Confidential Staff compensation school year are being recommended for thirteen (13) employees for a total of \$28,162.93.

MOTION: That the Board of Education approve salary increases for confidential staff for the 2018-19 school year in the sum of \$28,162.93 for thirteen (13) staff employees: Lynn Boothe, Carole DeRidder, Cheryl Glunt, Diane Masschelin, Heather Novak, Michael Day, Sergio Espinoza, Beth Hunter, Christopher Jensen, Craig La Cour, Lawrence McCarthy Jr., Christine Olsen, and Robert Schmidt.

MOTION: Ms. Doremus

SECOND: Mr. Campos

VOTE: Unanimous Approval on Roll Call Vote 5 – 0

6. **Ratification – West Chicago High School Support Staff Association Contract – (Roll Call)**

The Board of Education and the West Chicago High School Support Staff Association have reached a tentative agreement on a four year Collective Bargaining Agreement.

MOTION: That the Board of Education adopt the tentative agreement with the West Chicago High School Support Staff Association, effective July 1, 2018 and continuing in effect through June 20, 2022.

MOTION: Ms. Doremus

SECOND: Mr. Nagel

VOTE: Ayes: Doremus, Kotche, Nagel, Saake
Nays: None
Abstain: Campos
Motion Passed: 4 – 0; 1 Abstain

7. **Driver Education Car Lease – (Roll Call)**

The lease on the current driver's education vehicle (Ford Focus) expires this month. The driver's education program needs to lease a new vehicle in order to provide behind the wheel training for our students;

MOTION: That the Board of Education approve a three year lease of a Ford Focus from Haggerty Ford for \$274.33/month with a 16,500 per year mileage allowance.

MOTION: Mr. Campos

SECOND: Mr. Kotche

VOTE: Unanimous Approval on Roll Call Vote 5 – 0

8. **Chromebooks - (Roll Call)**

The District went out to bid for new Chromebooks for incoming freshman. CDW was the low bidder. The District's cycle moving forward will be to purchase new Chromebooks for each incoming freshman class. This year, the District is purchasing a new version of the Chromebook.

MOTION: That the Board of Education formally approve the quote from CDW for new Chromebooks and licenses in the amount of \$246,375.

MOTION: Ms. Doremus

SECOND: Mr. Campos

VOTE: Unanimous Approval on Roll Call Vote 5 – 0

9. **Illinois Central Student Transportation Contract – (Roll Call)**

Illinois Central Student Transportation Contract - (Roll Call) Illinois Central Bus Co is part of the North America Central School Bus Company founded in May of 2004. The District has had a contract with Illinois Central, which is set to expire at the end of the fiscal year. Last month the District went out to bid for student transportation services. Illinois Central was the low bidder.

MOTION: That the Board of Education formally approve the new contract with Illinois Central Bus Co in the amount of \$605,682 for a three-year contract.

MOTION: Mr. Kotche

SECOND: Mr. Campos

VOTE: Unanimous Approval on Roll Call Vote 5 – 0

10. **SMART Learning Software – (Roll Call)**

Smart Learning Software combines lesson delivery, assessment, student collaboration and gamebased learning software into one education suite.

MOTION: That the Board of Education formally approve the SMART Learning Software 3-year subscription in the amount of \$1,606.50.

MOTION: Mr. Campos

SECOND: Ms. Doremus

VOTE: Unanimous Approval on Roll Call Vote 5 – 0

11. **Copier Bid – (Roll Call)**

This item will be brought to the July board meeting.

12. **Copier Paper Bid – (Roll Call)**

Again this year, Districts 25, 33, 34, 94 and SASSED collaborated in a process which generated one paper bid. The bid opening was held at District 33. There were five bidders. The low bid was provided by Murnane for a total of \$25,670.

MOTION: That the Board of Education accept the bid from Murnane at a cost of \$25,670.

MOTION: Ms. Doremus

SECOND: Mr. Kotche

VOTE: Unanimous Approval on Roll Call Vote 5 – 0

13. **Elevator Upgrade – (Roll Call)**

Otis Elevator Service and Phoenix Systems & Service Inc. have been instructed to provide the District with specifications and pricing to retrofit the elevator serving all four floors with a card reader and ensure accessibility.

MOTION: That the Board of Education formally approve the contracts of Otis Elevator Service for \$18,322.02 and Phoenix Systems & Service Inc. for \$10,049 to install card readers on our elevator serving all four floors.

MOTION: Mr. Campos

SECOND: Ms. Doremus

VOTE: Unanimous Approval on Roll Call Vote 5 – 0

14. **Raptor Emergency Management Software – (Roll Call)**

Raptor Emergency Management Software - (Roll Call) Raptor Emergency Management Software combines accepted best practices with mobile technology to provide District Administration with a comprehensive solution.

MOTION: That the Board of Education formally approve the additional Emergency Management Software from Raptor. First year cost is \$3,010 and the second year cost is \$760.

MOTION: Mr. Kotche

SECOND: Ms. Doremus

VOTE: Unanimous Approval on Roll Call Vote 5 – 0

15. Interest Earnings – (Roll Call)

John Izzo, from Hauser Izzo, recommended we adopt the new Interest Earnings Resolution. This is important because all interest earned in each fund during the current fiscal year is hereby designated as interest and not as the principal balance in that fund for the fiscal year beginning July 1, 2018, and is subject to being transferred as interest to the extent permitted by law. John Izzo has provided the district with the resolution and certificate.

MOTION: That the Board of Education approve the Interest Earnings Resolution and Certificate.

MOTION: Mr. Campos

SECOND: Mr. Kotche

VOTE: Unanimous Approval on Roll Call Vote 5 – 0

16. Memorandum of Understanding - STARS Summer School Instructor Pay - (Roll Call)

Pay for Summer STARS program has been different than agreed upon in the contract for many years (at least 7). We want to document that the District and Association agree this should be different. It is different because the teacher is not working set hours. The students work independently and check in with teacher for help and grading so she is working at different times and hours. The pay is a flat rate based on number of students.

MOTION: That the Board of Education approve the Memorandum of Understanding - STARS Summer School Instructor Pay.

MOTION: Ms. Doremus

SECOND: Mr. Kotche

VOTE: Unanimous Approval on Roll Call Vote 5 – 0

17. Memorandum of Understanding - Retirement Incentive Creditable Earnings; Overload Assignments - (Roll Call)

For staff who intend to retire with the 6% incentive the district will exclude any overloads done from the base salary calculation in the year prior to the first notice year. This is because we cannot guarantee an overload for all 4 years. It reduces the base salary obligation for the district but allows the person to do the overload.

MOTION: That the Board of Education approve the Memorandum of Understanding - Retirement Incentive Creditable Earnings; Overload Assignments.

MOTION: Ms. Doremus

SECOND: Mr. Kotche

VOTE: Unanimous Approval on Roll Call Vote 5 – 0

18. Memorandum of Understanding - Staff Development Teaching - (Roll Call)

Regarding Article 8 section G of the Collective Bargaining Agreement. Teachers have claimed the current language in the contract requires the District to pay an hourly rate for presenting to colleagues during staff development days. This has not been past practice but to clarify we have developed guidelines on what would qualify for the hourly rate.

MOTION: That the Board of Education approve the Memorandum of Understanding - Staff Development Teaching.

MOTION: Mr. Kotche
SECOND: Ms. Doremus
VOTE: Unanimous Approval on Roll Call Vote 5 – 0

19. **Prevailing Wage - (Roll Call)**

Annually, the State requires districts to pay a wage of no less than the general prevailing hourly rate paid for similar jobs by all public bodies. The law covers nearly all projects under the control of the District regardless of the source of funds.

MOTION: That the Board of Education adopt the DuPage County Prevailing Wage of September 1, 2017 and approve the Resolution, Certification and Notice of Adoption.

MOTION: Mr. Nagel

SECOND: Mr. Kotche

VOTE: Ayes: Kotche, Nagel
Nays: Doremus, Saake
Abstain: Campos
Motion Failed: 2 – 2, 1 Abstain

EXECUTIVE SESSION:

There was no Executive Session.

ADJOURNMENT

MOTION: That the Board of Education meeting be adjourned at 8:32 p.m.

MOTION: Mr. Campos

SECOND: Mr. Kotche

VOTE: Unanimous Approval on Voice Vote 5 – 0

ATTEST:

Gary R. Saake, President

Renee Yackey, Secretary

NEW BUSINESS:

1. Personnel Reports – (Roll Call)

The Personnel Report consisted of:

- The employment of **65** certified staff for the 2018/2019 school year. **Briana Carlson-Morales was removed from employment at table.**
- The leave of absence of 2 certified staff for the 2018/2019 school year
- The resignation of 1 administrative staff at the end of the 2017/2018 school year
- The resignation of 2 non-certified staff at the end of the 2017/2018 school year
- The resignation of 1 non-certified staff effective 5/21 /18
- The employment of 3 coaches for the 2018/2019 school year
- The resignation of 4 athletic coaches at the end of the 2017/2018 school year
- The approval of summer school staff for summer 2018
- The approval of a change in job duties, employment status, and compensation for 2 employees.
- The approval of Dr.Domacki's request to take six (6) days of vacation
- The annual listing of Administrative positions as required through Board Policy 2002 and listed in Appendix – Policy 2002 for 2018/2019

MOTION: That the Board of Education approve the Personnel report.

MOTION: Mr. Kotche

SECOND: Mr. Nagel

VOTE: Unanimous Approval on Roll Call Vote: 5 - 0

**SPECIAL BOARD OF EDUCATION MEETING
COMMUNITY HIGH SCHOOL DISTRICT 94
July 9, 2018 – 7:00 P.M.
326 Joliet Street
West Chicago, IL 60185**

OPENING ACTIVITIES

1. Call to Order at 7:00 p.m.
2. Mr. Saake 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, Mr. Kotche, Mr. Nagel and Ms. Yackey
5. Also in attendance: Dr. Domeracki

PUBLIC PARTICIPATION:

There was no public participation.

EXECUTIVE SESSION:

The Board of Education moved to Executive Session at 7:02 p.m. for the purpose of the selection of a person to fill a public office.

OPEN SESSION:

The Board of Education returned to Open Session at 8:33 p.m.

ACTION AFTER RETURN TO OPEN SESSION:

1. Appointment of Board of Education Member:
MOTION: That the Board of Education appoint Lauren Scanlan to fill the vacancy on the Community High School District 94 Board of Education pursuant to 105 ILCS 5/10-10 due to the resignation of Susan Gillespie until her replacement is seated following the next regularly scheduled election of school board members.
MOTION: Ms. Yackey
SECOND: Ms. Doremus
VOTE: Unanimous Approval on Voice Vote 6 - 0

ADJOURNMENT

MOTION: That the Special Board of Education meeting be adjourned at 8:35 p.m.

MOTION: Mr. Campos

SECOND: Ms. Yackey

VOTE: Unanimous Approval on Voice Vote 6 – 0

ATTEST:

Gary R. Saake, President

Renee Yackey, Secretary

**COMMUNITY HIGH SCHOOL
DISTRICT 94
West Chicago, Illinois**

Minutes of the HUMAN RESOURCES COMMITTEE meeting held on June 19, 2018 at 326 Joliet Street, West Chicago, Illinois from 8:02 a.m. to 8:43 a.m.

1. **Roll Call:** The meeting was called to order at 8:02 a.m.

Committee Members:

Kathe Doremus, Renee Yackey, Cheryl Moore, Gary Saake (Ex Officio), Dr. Douglas Domeracki (Ex Officio)

Committee Members Present:

Renee Yackey, Kathe Doremus, Cheryl Moore, Dr. Douglas Domeracki (Ex Officio)

Committee Members Absent:

Gary Saake (Ex Officio)

Others Present:

None

2. **Public Comment**

There was no public comment.

3. **HR Technology Needs**

- Ms. Moore said there are three HR related technology needs she would like the committee to consider:
 - Some way to track Support Staff time worked such as a time clock: The District is required to keep records of time worked and using a time clock or other electronic way to track time would be most efficient and clear.
 - An on-line performance evaluation tool: Currently all performance evaluation forms are done in Word. The forms are not user friendly and are inefficient. For teachers some forms can be 30+ pages long. An on-line tool would streamline the process making it easier for teachers and evaluators resulting in a better dialogue to discuss performance.
 - Electronic personnel files: Space is going to be an issue when the District office moves back to the school. Due to the Illinois Records Act we are required to keep some personnel records for 60 years. It can be difficult and inefficient to locate past records. An electronic system would also make it easier for new hires and current employees to complete required employment paperwork.
- Ms. Moore shared approximate costs for each of the above tools. We may own a time keeping module in Skyward which likely is most cost efficient. Time clock implementation could be \$10k – 15k. An on-line performance tool will range from \$5k - \$10k. Electronic Personnel files range from \$5k - 8k.
- The committee would like to see the various options and costs for each.

4. **Discussion of HR Policy 6102 - Credit for Prior Teaching Experience**

Board policy 6102 is currently suspended. Ms. Moore said the district should have clear criteria by which we grant salary credit for newly hired certified staff. Policy 6102 granted salary credit for each year of documented full time high school teaching without a cap. The committee discussed the pros and cons of capping experience for salary credit. Having a policy that grants salary credit without a cap provides the most flexibility in hiring and allows the district to remain competitive. Given that the

District is moving to Press Policies and there is no Press Policy regarding granting of salary credit, Ms. Moore will draft procedures for Board review that will be used to grant credit on the salary schedule.

5. Discussion of Credit for Degrees for Related Services Staff (Social Worker, SLP, Psychologist, Counselor).

Many districts grant additional credit on the salary schedule for related services staff who must complete a 60+ hour Master degree program. We do not grant additional credit. A teacher with a MA in teaching (for example) completes a 30 or 36 hour program to earn the MA but a Social Worker (for example) must complete a 60+ hour program to earn an MA. Both would be placed at MA+0 currently. An informal survey of several Districts in DuPage shows about 2/3 of the Districts surveyed provide additional credit either in the form of additional hours or in additional steps. Ms. Moore recommends we consider granting additional credit for these positions. The committee is open to exploring that.

6. Discuss implications of 3% salary cap legislation.

The committee discussed implications of the 3% salary cap legislation. The cap applies to TRS only. Since the District settled the Teacher contract before the legislation was approved we are grandfathered as long as we do not modify the contract.

5. Adjournment: Ms. Moore asked for a motion to adjourn. Ms. Yackey so moved. Ms. Doremus seconded the motion. The meeting was adjourned by unanimous voice vote at 8:43 a.m.

**Finance Committee Meeting
July 3, 2018
326 Joliet Street
Student Activity Center**

Minutes of the Finance Committee meeting held on July 3, 2018 at West Chicago Community High School from 7:30 a.m. to 8:38 a.m.

Call to Order: The meeting was called to order at 7:30 a.m.

1. Roll Call: Finance Committee Members Present: David Blatchley, Kevin Kotche, Ruben Campos, Douglas Domeracki, Ex Officio
Finance Committee Members Absent: Gary Saake
Other Board Members Present: None
Others present: Moses Cheng, Michael Guttman and Diane Masschelin (Recording Secretary)
2. Public Comment: No comment
3. Mr. Michael Guttman, City Administrator for West Chicago, gave a presentation and handout to the committee on the updated spreadsheet for the Tax Abatement Analysis for Ball Horticulture Company. Mr. Blatchley mentioned that he will put a presentation from Mr. Guttman on the July Board Agenda.
4. IASB Policy Review: The Committee prepared for the July 30, 2018 IASB review of the Fiscal Authority policy by reviewing two handouts previously addressed. Mr. Blatchley would like the Finance Committee to review the handouts and submit their concerns to him so that he can bring the recommendations from the Finance Committee forward on July 30.
5. Invitation to Bid (ITB)/Request For Proposals (RFP) Updates:
School Security Services and Athletic Trainer Services both went out to bid, and the bid openings are scheduled for July 3.

Copiers: Mr. Blatchley mentioned that last month we bid out for the Copiers/Print Package, all of which were denied mainly because of the discrepancies with one of the vendors and their pricing. A new RFP was sent with the updated bid specifications. In the RFP specifications, it was mentioned that the machines would need to be in place by the second week of August. The bid opening is set for July 6. Mr. Blatchley stated that he would bring the comparison sheet from the RFPs and the contract to the Board Meeting in July.
6. Student Activity Treasurer: Discussions took place for the position of Student Activity Treasurer. It was suggested the position be one of an Administrator, and that the Principal would be the logical choice. Mr. Blatchley mentioned that he would hold discussions with Dr. Cheng to move forward and create the structure that is needed. It was also mentioned that this appointment did not need to go to the board for approval.

7. Driver's Education Car Update: Mr. Blatchley previously brought this topic to the June Finance Committee and the June 19th Board Meeting. When processing the paperwork for the lease, Mr. Blatchley found out that Ford no longer leases Driver's Education cars and therefore was unable to get a vehicle. Since the documents were specific to Ford, it was suggested that we send out RFPs for leasing another vehicle. Mr. Blatchley will check RFP procedures and hope to have some comparisons at the July Board Meeting.
8. Benefit Consultant Update: A RFP for a Benefits Consultant was sent out. The two companies that responded were DSP Insurance Services and Group Alternatives. DSP Insurance Services was the company that was selected since they were most favorable for us as insurance consultants.
9. FTE Proposal In-school Suspension (ISS): Mr. Blatchley mentioned that at last month's Board Meeting, Pete Martino talked about a plan for providing an additional FTE for an ISS position that grew out of a request by the Discipline Committee. Mr. Blatchley mentioned that the additional FTE position had not been budgeted for 18/19 fiscal year. Dr. Cheng stated that we have been operating without the additional person and talked about the needs for this position. This will be a topic for the Education Committee Agenda. Mr. Blatchley will investigate and move forward for the ISS FTE position in the future.

On another topic, Mr. Blatchley mentioned having a standing meeting schedule for the Finance Committee. The Committee could not agree to a standing schedule but did agree that August 7th is the tentative date for the next Finance Committee meeting at 7:30 AM in the Student Activity Center.

10. Adjournment: Mr. Kevin Kotche moved to adjourn, Mr. Ruben Campos seconded the motion. The meeting was adjourned by unanimous voice vote at 8:38 a.m.

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1629742	A&P Grease Trappers	06/30/2018	PLUMBING REPAIR SERVICES	1,515.00	1,515.00
1629743	Acer Service Corporat	06/30/2018	TECHNOLOGY MAINTENANCE SUPPLIES	877.65	9,611.85
			TECHNOLOGY MAINTENANCE SUPPLIES	351.06	
			TECHNOLOGY MAINTENANCE SUPPLIES	2,473.35	
			TECHNOLOGY MAINTENANCE SUPPLIES	-900.00	
			TECHNOLOGY MAINTENANCE SUPPLIES RETURN	-720.00	
			TECHNOLOGY MAINTENANCE SUPPLIES RETURN	-18.00	
			TECHNOLOGY MAINTENANCE SUPPLIES	1,755.30	
			TECHNOLOGY MAINTENANCE SUPPLIES	3,510.60	
			TECHNOLOGY MAINTENANCE SUPPLIES	1,755.30	
			TECHNOLOGY MAINTENANCE SUPPLIES	526.59	
1629744	ALL-DISPOSAL & RECYCL	06/30/2018	30 YARD ROLL-OFF	445.00	445.00

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1629745	Amazon.Com	06/30/2018	DOORBELL SIGN; FOR ADA COMPLIANCE TONER CARTRIDGES LRC Supply order Book Order March, 13 books February Book Order, 44 books & "6 Outlet Surge Protector" Summer School Curriculum for Teachers WIRELESS DOOR BELL; FOR ADA COMPLIANCE COMPUTER SOFTWARE BEBONCOOL RF 2.4GHz Wireless Presenter Remote Presentation USB Control PowerPoint PPT Clicker Summer School Curriculum for Teachers	16.00 292.08 97.34 17.99 16.07 28.95 20.98 119.47 21.03 11.88	641.79
1629746	Andy Frain Services I	06/30/2018	APRIL 2018 SECURITY SVCS MAY 2018 SECURITY SVCS	11,300.40 10,365.37	21,665.77
1629747	Arthur J Gallagher Rm	06/30/2018	6/25/18 SPECIAL	7,135.00	7,135.00

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1629748	At&t	06/30/2018	ISSUE BOND 6/16/18-7/15/18	2,864.48	4,090.84
			PHONE SVC 6/16/18-7/15/18	1,226.36	
1629749	AT&T INTERNET SERVICE	06/30/2018	INTERNET SVC CREDIT TAKEN FOR OVERPYMT ON INVOICE #S662950950-18130 6/10/18-7/9/18	-1,675.91 1,675.91	0.00
1629750	At&t Long Distance	06/30/2018	INTERNET SVCS MAY 2018 LONG DISTANCE SVC	50.02	50.02
1629751	Blick Art Materials	06/30/2018	Supplies for Art Classes	93.52	93.52
1629752	Butler Chemical Co	06/30/2018	JUNE 2018 MAINTENANCE	680.00	680.00
1629753	Canon Financial Servi	06/30/2018	JULY 2018 CONTRACT CHGS	2,932.03	2,932.03
1629754	Carrow, Patricia	06/30/2018	APRIL 2018-JUNE 2018 RETIREE HLTH REIMBURSEMENT	392.77	392.77
1629755	Cheng, Moses	06/30/2018	9/14/17-6/12/18 MILEAGE REIMBURSEMENT	255.61	255.61
1629756	CHG Alternative Educa	06/30/2018	JUNE 2018 TUITION; 1 STUDENT	2,961.81	2,961.81
1629757	Chicago Behavioral Ho	06/30/2018	5/9/18-5/29/18 TUTORING; 1 STUDENT	420.00	420.00
1629758	CINTAS FIRE 636525	06/30/2018	FIRE ALARM REPAIR SVC	376.32	3,642.27

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			FIRE ALARM REPAIR/ INSPECTION	3,265.95	
1629759	City Of West Chicago	06/30/2018	4/27/18-5/23/18 POLICE SECURITY	2,714.81	2,714.81
1629760	City Of West Chicago	06/30/2018	11/4/17-3/4/18 WATER; SOUTH END 11/4/17-3/4/18 WATER; NORTH END 11/4/16-8/4/17 WATER; GEORGE ST 11/4/17-3/4/18 WATER; PIONEER SCHOOL	3,527.45 9,538.01 194.07 46.00	13,305.53
1629761	Clare Woods Academy	06/30/2018	ESY 2018 TUITION; 1 STUDENT	7,860.24	7,860.24
1629762	COIT Cleaning	06/30/2018	Auditorium draperies - professionally dry clean, repair hems, headings and seams if needed. Decorator fold finish using steam/air method.	9,965.00	9,965.00
1629763	Comed	06/30/2018	5/14/18-6/13/18 ELECTRIC SVC; KERR-MCGEE 5/14/18-6/13/18 ELECTRIC SVC; DIST OFFICE	13.01 561.59	574.60
1629764	Communications Revolv	06/30/2018	MAY 2018 INTERNET	2,250.00	2,250.00

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1629765	Community Unit School	06/30/2018	SVC 3/15/18-EOY TUITION; 54 ATTENDANCE DAYS SUMMER 2018 TUITION; 19 DAYS; 3 SEATS	8,314.00 8,744.37	17,058.37
1629766	COMMUNITY THERAPY SER	06/30/2018	MAY 2018 SPEECH THERAPY SERVICES	6,640.00	6,640.00
1629767	Constellation New Ene	06/30/2018	5/15/18-6/14/18 ELECTRIC SVC	50,163.33	50,163.33
1629768	CORE ACADEMY	06/30/2018	JUNE 2018 TUITION; 3 STUDENTS JUNE 2018 LIFESKILLS TUITION; 1 STUDENT	4,780.35 2,075.31	6,855.66
1629769	Egan, Len	06/30/2018	AVID CONFERENCE EXPENSES	173.14	173.14
1629770	Ellman's Music Center	06/30/2018	5 piccolo repairs, 1 French Horn repair, 2 tenor sax repairs 5 piccolo repairs, 1 French Horn repair, 2 tenor sax repairs 5 piccolo repairs, 1 French Horn repair, 2 tenor sax repairs Bari saxophone	88.00 98.00 98.00 528.00	1,068.00

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			repairs; ticket #817389		
			piccolo repairs; ticket # 813488 and 813485	256.00	
1629771	Flolo Corporation	06/30/2018	MAINTENANCE SUPPLIES	66.40	66.40
1629772	Fox Tech Transition P	06/30/2018	JUNE 2018 TUITION; 1 STUDENT	1,751.13	1,751.13
1629773	Frame Usa	06/30/2018	BTI/CWT AWARD FRAMES	299.27	299.27
1629774	Grainger	06/30/2018	MAINTENANCE SUPPLIES	43.00	43.00
1629775	Great Lakes Clay & Su	06/30/2018	kiln repair and maintenance supplies	545.00	545.00
1629776	GREATMATS	06/30/2018	GYM WALL PADS; SMALL GYM	4,392.05	4,392.05
1629777	HeroK12, LLC	06/30/2018	Plasco Maintenance/Renewal Fees	2,995.00	2,995.00
1629778	Hope School	06/30/2018	JUNE 2018 TUITION & TRANSPORTATION	7,566.40	7,566.40
1629779	Houchen Bindery Ltd	06/30/2018	Houchen Bindery, Textbook and Library Book repair	460.90	460.90
1629780	Illinois Association	06/30/2018	FS BOARD GOVERNANCE REVIEW	400.00	400.00
1629781	ILLINOIS CENTRAL SCHO	06/30/2018	JUNE 2018 TRANSPORTATION; BOYS	297.63	544.01

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			CROSS-COUNTRY JUNE 2018 DANCE TRANSPORTATION	246.38	
1629782	Instrumentalist Award	06/30/2018	EOY music awards	366.00	366.00
1629783	Johnson Controls Secu	06/30/2018	7/1/18-9/30/18 QUARTERLY BILLING	267.00	267.00
1629784	JW Pepper	06/30/2018	ILMEA District 9 Audition Music	16.49	28.99
			ILMEA District 9 Audition Music	12.50	
1629785	Kajeet Company	06/30/2018	Kajeet mobile hotspot yearly renewal	18,731.59	18,731.59
1629786	Kempski, Nick	06/30/2018	AVID CONFERENCE EXPENSES	232.45	232.45
1629787	Kost, Rich	06/30/2018	AVID CONFERENCE EXPENSES	344.93	344.93
1629788	LJ Morse Construction	06/30/2018	2018 GENERAL REMODELING PROJECT; PAY REQUEST #5	559,562.49	559,562.49
1629789	Lukas, Christopher	06/30/2018	AVID CONFERENCE EXPENSES	202.93	202.93
1629790	McMaster Carr Supply	06/30/2018	MAINTENANCE SUPPLIES	506.14	688.07
			MAINTENANCE SUPPLIES	104.09	
			MAINTENANCE SUPPLIES	77.84	
1629791	Menards	06/30/2018	MISC BUILDING HARDWARE SUPPLIES	163.60	467.54
			MAINTENANCE SUPPLIES	88.59	

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			ELECTRICAL SUPPLIES	45.88	
			LANDSCAPING SUPPLIES	3.78	
			MAINTENANCE SUPPLIES	83.94	
			MISC MAINTENANCE SUPPLIES	81.75	
1629792	MUSIC & ARTS	06/30/2018	Replacement strings for guitar repairs	312.80	312.80
1629793	Neuco Inc	06/30/2018	MAINTENANCE SUPPLIES	462.54	462.54
1629794	New Connections Acade	06/30/2018	JUNE 2018 TUITION; 1 STUDENT	2,630.07	2,630.07
1629795	Office Depot	06/30/2018	CREDIT TAKEN FOR OVERPYMT OF \$40.00 ON INVOICE #140556222001	-40.00	698.40
			Office supplies for Deans' Office.	716.21	
			Office supplies for Deans' Office.	4.80	
			Office supplies for Deans' Office.	17.39	
1629796	Ombudsman Ed Services	06/30/2018	2018 SUMMER SCHOOL TUITION	14,500.00	14,500.00
1629797	Paddock Publications	06/30/2018	INVITATION TO BID AD; ATHLETICS	39.10	117.30

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			INVITATION TO BID AD; SECURITY	78.20	
1629798	PARKLAND PREPARATORY	06/30/2018	JUNE 2018 TUITION; 1 STUDENT	1,873.90	1,873.90
1629799	PATER, DAVID	06/30/2018	AVID CONFERENCE EXPENSES	304.29	304.29
1629800	Phoenix Systems & Ser	06/30/2018	Camera Server	14,986.00	14,986.00
1629801	Porter Pipe And Suppl	06/30/2018	MECHANICAL SUPPLIES	494.96	494.96
1629802	Purchase Advantage Ca	06/30/2018	MAY 2018 INSTRUCTIONAL SUPPLIES; FACS	655.25	655.25
1629803	Quest Management Serv	06/30/2018	APRIL 2018 MILK ADMINISTRATOR ACADEMY	903.41 160.00	1,063.41
1629804	R J Lipscomb Engineer	06/30/2018	TRACTOR PART REPAIR	184.00	184.00
1629805	Royal Tile Installati	06/30/2018	Pool labor and materials for shallow area and hopper of the inside of the pool. labor and Materials for tile repairs in lockers and shower rooms	9,776.00	9,776.00
1629806	S&J Door Inc	06/30/2018	greenhouse door	4,973.00	4,973.00
1629807	Sased	06/30/2018	MAY 2018 TRANSPORTATION; SE ALT	8,503.52	8,503.52
1629808	SCOTT, ALLISTER	06/30/2018	AVID CONFERENCE	229.09	229.09

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1629809	Seal Of Illinois	06/30/2018	EXPENSES June 2018 ESY Billing; 5 students	10,225.80	10,225.80
1629810	Septran Inc	06/30/2018	JUNE 2018 TRANSPORTATION	724.80	724.80
1629811	Sherwin Williams	06/30/2018	PAINTING SUPPLIES PAINTING SUPPLIES	572.95 94.45	667.40
1629812	SPECIAL EDUCATION SYS	06/30/2018	JUNE 2018 TRANSPORTATION; 3 STUDENTS JUNE 2018 TRANSPORTATION; 1 STUDENT JUNE 2018 LIFESKILLS TRANSPORTATION; 1 STUDENT	1,395.63 442.89 476.37	2,314.89
1629813	Steiner Electric Comp	06/30/2018	ELECTRICAL SUPPLIES ELECTRICAL SUPPLIES	129.70 129.70	259.40
1629814	Stieglitz, Corrie	06/30/2018	AVID CONFERENCE EXPENSES	128.70	128.70
1629815	STREICHER, CASS	06/30/2018	8/29/17-5/1/18 DUAL CREDIT WORK	910.00	910.00
1629816	Uline	06/30/2018	STORAGE FILE BOX KIT	162.80	162.80
1629817	Warehouse Direct	06/30/2018	FLOOR SCRUBBER REPAIR FLOOR SCRUBBER REPAIR	171.10 684.44	855.54
1629818	West Chicago Printing	06/30/2018	2,250 - 6x9 peel	521.00	521.00

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1629819	WHEATON ACADEMY	06/30/2018	and seal white 28# Reimbursement for professional development through Title II Grant - Proportionate Share	13,682.40	13,682.40
1629820	WINZER CORPORATION	06/30/2018	CUSTODIAL SUPPLIES	819.78	819.78
1629821	Wipeco Inc	06/30/2018	HAND TOWELS	330.75	330.75
1629822	WOLFE, MARC	06/30/2018	AVID CONFERENCE EXPENSES	181.60	181.60
81	Computer		Check(s) For a Total of		868,666.50

	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
	81	Computer	Checks For a Total of	868,666.50
Total For	81	Manual, Wire Tran, ACH & Computer Checks		868,666.50
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	868,666.50

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1629828	8 to 18 Media Inc	07/17/2018	ANNUAL SOFTWARE SUBSCRIPTION	488.00	488.00
1629829	ALL-DISPOSAL & RECYCL	07/17/2018	20 YARD ROLL-OFF	365.00	365.00
1629830	Amazon.Com	07/17/2018	Outdoor camera seal ipad screen saver and case RAM for all math desktops Outdoor camera Multimedia speakers Label makers for visitor badges Network security cameras Replacement outdoor camera E-Bus Lane 4	74.94 43.48 715.62 1,409.49 90.98 195.98 2,960.85 1,109.49	6,600.83
1629831	ANDERSON PEST SOLUTIO	07/17/2018	JULY 2018 PREVENTIVE SVC	90.93	90.93
1629832	Arthur J Gallagher Rm	07/17/2018	7/1/18-6/30/19 TREASUERS BOND	9,025.00	9,025.00
1629833	At&t	07/17/2018	6/28/18-7/27/18 DUCOMM SVCS	426.57	426.57
1629834	AWARDING YOU	07/17/2018	RETIREMENT GIFT; 1 STAFF	78.00	78.00
1629835	BEGOVICH, MARK	07/17/2018	REIMBURSEMENT FOR MUSICAL DEPOSIT	400.00	400.00
1629836	Bono, Tracy	07/17/2018	Student Transportation for June 2018	170.04	170.04
1629837	Cdwg	07/17/2018	2018-2019 Freshmen	228,000.00	263,878.32

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			Chromebooks 2018-2019	18,375.00	
			Freshmen Chromebooks		
			Microsoft yearly license renewal	17,503.32	
1629838	Cengage Learning/itp	07/17/2018	New AP United States History textbooks	26,342.25	26,342.25
1629839	CINTAS FIRE 636525	07/17/2018	FIRE ALARM REPAIR	449.14	449.14
1629840	City Of West Chicago	07/17/2018	JUNE 2018 FUEL USAGE; O&M	307.81	307.81
1629841	CPC Inc	07/17/2018	JULY 2018 FACILITY TREE SW	350.00	350.00
1629842	DLA Architects, Ltd.	07/17/2018	JUNE 2018 SVCS; 2018 RENOVATIONS PROJECT	34,630.95	175,030.95
			JUNE 2018 SVCS; 2019 ADDITION AND REMODELING PROJECT	140,400.00	
1629843	DRAMATISTS PLAY SERVI	07/17/2018	LOVE/SICK ROYALTIES; SEPTEMBER 2018	300.00	600.00
			DR JEKYLL AND MR HYDE ROYALTIES; NOV 2018	300.00	
1629844	Engler Callaway Baast	07/17/2018	5/31/18 - 6/29/18 LEGAL SVCS	132.00	132.00
1629845	FarmTek	07/17/2018	STANDARD CONTACTOR PANEL FOR SOUTH GREENHOUSE	959.95	959.95

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1629852	IPMG Employee Benefi	07/17/2018	Relations Association JULY 2018	350.00	350.00
1629853	Isdlaf Plus - CLIC	07/17/2018	FLEXIBLE SPENDING 7/18-6/19	109,258.00	112,630.00
			PROPERTY/CASUALTY STUDENT ACCIDENT 7/18-6/19	2,050.00	
			FIDUCIARY LIABILITY 7/1/18-6/30/19	1,322.00	
1629854	John Wiley & Sons Inc	07/17/2018	FOREIGN LIABILITY; POLICY #PHFD38240018004 Financial Institutions, Markets and Money; 12th edition	2,820.00	2,820.00
1629855	LD PRODUCTS	07/17/2018	Toner	127.60	305.92
			Toner	178.32	
1629856	Magnet Street	07/17/2018	Magnets for Freshman to be distributed for registration	261.48	261.48
1629857	Mark's Plumbing Parts	07/17/2018	sloan flush sensor	4,600.00	4,600.00
1629858	Vendor Continued Void	07/17/2018			0.00
1629859	Murphy Ace Hardware 2	07/17/2018	LANDSCAPING SUPPLIES	39.98	400.69
			MAINTENANCE SUPPLIES	18.76	
			MAINTENANCE	45.54	

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			SUPPLIES		
			PLUMBING SUPPLIES	-1.87	
			MAINTENANCE	26.04	
			SUPPLIES		
			PLUMBING SUPPLIES	17.68	
			ELECTRICAL	20.59	
			SUPPLIES		
			MAINTENANCE	0.70	
			SUPPLIES		
			MAINTENANCE	0.70	
			SUPPLIES		
			MAINTENANCE	32.73	
			SUPPLIES		
			MAINTENANCE	26.60	
			SUPPLIES		
			MAINTENANCE	12.64	
			SUPPLIES		
			MAINTENANCE	1.40	
			SUPPLIES		
			MAINTENANCE	44.67	
			SUPPLIES		
			WHEELBARROW	54.99	
			MAINTENANCE	27.91	
			SUPPLIES		
			CYLINDER REFILL	16.75	
			MAINTENANCE	14.88	
			SUPPLIES		
1629860	MUSIC & ARTS	07/17/2018	replacement	279.60	279.60
			Guitar books		
1629861	National School Board	07/17/2018	NATIONAL	2,675.00	2,675.00
			CONNECTION FEES;		
			10/2018-9/2019		
1629862	Nicor Gas Bill Paymen	07/17/2018	6/5/18-7/5/18	28.56	1,485.61

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			NATURAL GAS; GARAGE JUNE 2018	1,457.05	
1629863	O'Leary, Marty	07/17/2018	2018 SOFTBALL ASSIGNMENTS	522.06	522.06
1629864	Office Depot	07/17/2018	Post It Flip Charts 9 x 12 Envelopes Item #683082 Business Office - Stapler-Color Tabs Envelopes # 10 box of 500 Business Office - Stapler-Color Tabs	71.91 87.78 47.78 8.02 20.07	235.56
1629865	Paddock Publications	07/17/2018	PREVAILING WAGE AD	32.20	32.20
1629866	PAHCS II/Northwestern	07/17/2018	BOARD REQUIRED PHYSICALS; 6/4/18 BOARD REQUIRED PHYSICALS; 5/31/18 BOARD REQUIRED PHYSICALS; 6/25/18 & 6/29/18 BOARD REQUIRED PHYSICALS; 6/28/18	86.63 86.63 173.26 86.63	433.15
1629867	PEARSON SCHOOL SYSTEM	07/17/2018	additional AP Human Geography	4,830.09	4,830.09

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1629868	Raptor Technologies	07/17/2018	textbooks needed due to increased enrollment for 18-19 9/1/18-8/31/19 VISITOR MGMT SW Raptor Technologies - Emergency Management Annual Software Access Fee	510.00 3,010.00	3,520.00
1629869	Revtrak Inc	07/17/2018	JUNE 2018 BANK MERCHANT FEES	1,004.55	1,004.55
1629870	Riddell All American	07/17/2018	FOOTBALL UNIFORM RECONDITIONING	6,327.43	6,327.43
1629871	Rotary Club Of West C	07/17/2018	2018 QUARTERLY DUES; DIR OF BUSINESS 2018 QUARTERLY DUES; SUPT	150.00 150.00	300.00
1629872	Royal Tile Installati	07/17/2018	Royal Tile Installation will Prepare, cover, seal and tile over (9) existing under water light fixtures in the swimming pool. Demo includes demo of existing concrete mounts,	4,404.00	4,404.00

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			steel rings and adjacent mosaic tile. Upon Completion of demo, holes will be covered/filled with (2) layers of cement board and sealed with water proofing material. Matching mosaic tile needed will be used from existing tile from added stock and will be flush with existing tile.		
1629873	School Health Corpora	07/17/2018	Mobil Trauma Station	402.00	402.00
1629874	Self	07/17/2018	2018/2019 EMPLOYEES LOSS FUND	111,056.00	111,056.00
1629875	Skyward Account Dept	07/17/2018	7/1/18-6/30/19 ANNUAL LICENSE FEES	20,964.00	21,083.00
			7/1/18-6/30/19 CRYSTAL REPORTS	119.00	
1629876	STATE INDUSTRIAL PROD	07/17/2018	POOL SUPPLIES	661.75	661.75
1629877	United States Postal	07/17/2018	JULY 2018 POSTAGE METER POSTAGE REFILL	1,600.00	1,600.00

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1629878	Vokes, Charles	07/17/2018	AVID CONFERENCE EXPENSES	73.65	73.65
1629879	Waste Management West	07/17/2018	JUNE 2018 REFUSE SVC	746.77	1,083.44
			JULY 2018 RECYCLING	246.99	
			JULY 2018 REFUSE SVC; DIST OFFICE	89.68	
52	Computer		Check(s) For a Total of		797,710.98

	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
	52	Computer	Checks For a Total of	797,710.98
Total For	52	Manual, Wire Tran, ACH & Computer Checks		797,710.98
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	797,710.98

CHECK VENDOR	CHECK	INVOICE	INVOICE	ACCOUNT
NUMBER PAYEE	DATE	DESCRIPTION	NUMBER	AMOUNT NUMBER
1629880 Constellation Newenergy Gas Llc	07/17/2018	JUNE 2018 NATURAL GAS	2358816	8,125.62 20E000 2540 4650 00 000000
1629881 Giant Steps	07/17/2018	JUNE 2018 TUITION; 2 STUDENTS	094-6/718S	18,566.96 10E022 1220 3192 00 000000
1629882 Honeywell International Inc	07/17/2018	HVAC SERVICES	5242951063	4,915.08 20E000 2543 3242 00 000000
1629882 Honeywell International Inc	07/17/2018	HVAC SERVICES	5242951064	8,191.80 20E000 2543 3242 00 000000
1629883 Murphy Ace Hardware 2400-I	07/17/2018	PAINTING SUPPLIES	903299	47.04 20E000 2542 4145 00 000000
1629883 Murphy Ace Hardware 2400-I	07/17/2018	MISC HARDWARE SUPPLIES	902492	106.16 20E000 2542 4153 00 000000
1629883 Murphy Ace Hardware 2400-I	07/17/2018	PAINTING SUPPLIES	903021	126.27 20E000 2542 4145 00 000000
1629884 TELESOLUTIONS CONSULTANTS LLC	07/17/2018	JULY 2018 RETAINER FEE	WCSD94-701	275.00 10E014 2220 3190 00 000000
Totals for checks				40,353.93

FUND SUMMARY

FUND	DESCRIPTION	BALANCE SHEET	REVENUE	EXPENSE	TOTAL
10	ED FUND	0.00	0.00	18,841.96	18,841.96
20	OPER & MAINT	0.00	0.00	21,511.97	21,511.97
*** Fund Summary Totals ***		0.00	0.00	40,353.93	40,353.93

***** End of report *****

COMMUNITY HIGH SCHOOL DISTRICT NO. 94
 BOARD OF EDUCATION - BILL LISTING SUMMARY
 June 19, 2018 Expenditures, June 30 and July 17, 2018 Bill Lists

	(Taxes) Certificates Of Deposit Purchased For The Month Of Jun-18	Net Payroll For The Month Of Jun-18	Operating Checks* Drawn During The Month Of Jun-18	Bill List Vouchers Paid In The Month Of June 19, 2018	Bill List Vouchers Paid In The Month Of June 30, 2018	Total	Bill List Vouchers Paid In The Month Of July 17, 2018
EDUCATIONAL FUND	8,826,848.77	\$ 961,844.43	\$ 657,405.94	\$ 371,151.56	\$ 181,078.25	\$ 10,998,328.95	\$ 391,200.47
OPERATIONS & MAINTENANCE FUND	1,558,394.65	68,435.28	53,537.77	160,014.89	108,423.54	1,948,806.13	38,852.45
DEBT SERVICES FUND	1,298,750.34			179,200.00		1,477,950.34	
TRANSPORTATION FUND	416,700.03			177,536.51	12,467.22	606,703.76	270.04
ILLINOIS MUNICIPAL RETIREMENT FUND	201,475.52		40,224.55			241,700.07	
SOCIAL SECURITY AND MEDICARE FUND	189,841.76		40,912.02			230,753.78	
CAPITAL IMPROVEMENTS 2017		5,395.23	2,747.62	378,639.77	559,562.49	946,345.11	175,030.95
CAPITAL IMPROVEMENTS							
WORKING CASH FUND						-	
TORT FUND	77,734.65				7,135.00	84,869.65	232,711.00
TOTAL	12,569,745.72	\$ 1,035,674.94	\$ 794,827.90	\$ 1,266,542.73	\$ 868,666.50	\$ 16,535,457.79	\$ 838,064.91

*Payroll taxes, annuities, wage garnishments, insurance premiums, college savings plans, TRS&IMRF pension contributions, charitable contributions, Imprest Fund & Petty Cash Fund reimbursements, lost and stale check replacements, reviewed by Treasurer.

The investments and payroll disbursements for the month of Jun-18
 June 14, 2018 to June 30 & July 12, 2018 to be paid July 17, 2018 Totaling: \$16,106,979.97

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.

July 12, 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 June 2018

This listing represents payments from the High School Imprest Fund for the month of June 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 July 17, 2018.

David Blatchley - Director of Business Svcs

Date

ACCOUNT NUMBER	BATCH NUMBER	VENDOR	CHECK DATE	CHECK NUMBER	INVOICE DESCRIPTION	AMOUNT
10R000 1811 0000 00 000000	061418	Vargas, Laura	06/14/2018	1315659	CHEMISTRY BOOK RETURNED MINUS ID FEE; ID #38247	-2.00
10E070 2410 3410 00 000000	IP0601	WEST CHICAGO POST OFFICE	06/01/2018	1316522	SEMESTER 2 GRADE MAILERS	1,007.21
10E070 2410 4000 00 000000	ip0612	Fikis, Candace	06/12/2018	1316523	AIRFARE REIMB FOR NATIONAL ECONOMICS COMPETITION	1,479.80
10E100 1500 4000 00 000000	IP0612	Monken, Ted	06/12/2018	1316524	SHIPPING CHARGES FOR FOOTBALL PROGRAM OLD HEADSETS; RETURN TO VENDOR FOR UPGRADE	60.66
10R000 1720 0000 00 030000	ip0612	Pena, Jose	06/12/2018	1316525	BTW CLASS REFUND; ID #39572	205.00
10R000 1720 0000 00 120000	IP0612	Reithknecht, Marithza	06/12/2018	1316526	REFUND FOR CHROMEBOOK ADAPTER RETURN; ID #38425	15.00
10E022 1220 3193 00 000000	IP0619	SECRETARY OF STATE/SAFE RIDE S	06/19/2018	1316527	BUS DRIVER PERMIT RENEWAL FEE; 1 STAFF	4.00
10L000 4041 0000 00 000000	ip0620	Chsd94 Educational Foundation	06/20/2018	1316528	Donations and Ticket Sales for Dueling Pianos	100.00
10L000 4043 0000 00 000000	ip0620	Chsd94 Educational Foundation	06/20/2018	1316528	Donations and Ticket Sales for Dueling Pianos	80.00
10E100 1500 3191 00 000000	IP0620	Fesl, Joan	06/20/2018	1316529	VOLLEYBALL OFFICIALS ASSIGNMENTS FEE	146.16
10E005 1130 3252 00 000000	IP0620	HAGGERTY FORD	06/20/2018	1316530	DRIVERS EDUCATION CAR LEASE; PYMT #1	274.33
10R040 1321 0000 00 000000	IP0620	Hansen, Raquel	06/20/2018	1316531	STARS SUMMER SCHOOL REFUND; ID #41446	150.00
10R000 1790 0000 00 010000	IP0620	Hur, Eun	06/20/2018	1316532	SPORTS PARTICIPATION FEE REFUND; ID #39226	100.00
20E000 2540 3401 00 000000	IP0620	VERIZON WIRELESS	06/20/2018	1316533	6/8/18-7/7/18 CELL PHONE; SUPT	177.52
10L000 4001 0000 00 000000	IP0620	WCCHS STUDENT ACTIVITY FUND	06/20/2018	1316534	EXTRA REVENUE FROM FIELD TRIP STUDENT COLLECTION; 4/26/18 TO CHICAGO (DS)	15.55
10E041 1601 4057 00 010000	IP0620	West Chicago Park District	06/20/2018	1316535	BASKETBALL COURT RENTAL; SUMMER CAMPS	315.00
10E041 1601 4057 00 010000	IP0620	West Chicago Park District	06/20/2018	1316535	BASKETBALL COURT RENTAL; SUMMER CAMP	420.00
10E041 1601 4057 00 010000	IP0620	West Chicago Park District	06/20/2018	1316535	BASKETBALL COURT RENTALS; SUMMER CAMP	420.00
10E041 1601 4057 00 010000	IP0620	West Chicago Park District	06/20/2018	1316535	BASKETBALL COURT RENTAL; SUMMER SCHOOL	210.00
10E041 1601 4057 00 010000	IP0620	West Chicago Park District	06/20/2018	1316535	BASKETBALL COURT RENTAL;	209.50

ACCOUNT NUMBER	BATCH NUMBER	VENDOR	CHECK DATE	CHECK NUMBER	CHECK INVOICE DESCRIPTION	AMOUNT
					SUMMER CAMP	
10E041 1601 4057 00 010000	IP0620	West Chicago Park District	06/20/2018	1316535	BASKETBALL COURT RENTALS;	157.50
					SUMMER CAMP	
10E005 1130 3252 00 000000	IP0625	Ford Credit	06/25/2018	1316536	LEASE EXTENSION TO 7/20/18;	288.27
					ACCT #51897178	
10E100 1500 6430 00 000000	IP0626	Northern Illinois University	06/26/2018	1316537	NIU GIRLS BASKETBALL TEAM	375.00
					CAMP; 6/29/18-6/30/18	
10E100 1500 4000 00 000000	IP0626	Oak Forest High School	06/26/2018	1316538	IL CHEERLEADING COACHES	170.00
					CONFERENCE; 2 COACHES	
10E100 1500 6430 00 000000	IP0626	West Aurora High School	06/26/2018	1316539	BADMINTON UEC JV CONFERENCE	46.25
					TOURNAMENT; 4/26/18	
20E000 2540 3401 00 000000	ip0627	At&t	06/27/2018	1316540	6/16/18-7/15/18 FIRE PANEL	257.37
20E000 2540 3401 00 000000	IP0627	At&t	06/27/2018	1316540	6/16/18-7/15/18 PHONE SVC	706.26
10L000 4041 0000 00 000000	IP0627	Chsd94 Educational Foundation	06/27/2018	1316541	Foundation Memorial Donation	100.00
					for Richard L Howard	
10R000 1720 0000 00 020000	IP0630	LaFleur, Frances	06/30/2018	1316542	ID FEES DUPLICATE PYMT; ID	4.00
					#37017	
10R000 1790 0000 00 010000	IP0630	Leuer, Nancy	06/30/2018	1316543	ATHLETIC PARTICIPATION FEE	100.00
					REFUND; ID #36048	
20E000 2540 4150 00 000000	IP0630	McMaster Carr Supply Company I	06/30/2018	1316544	MAINTENANCE SUPPLIES	158.54
10L000 4006 0000 00 000000	IP0630	Schuler, Cynthia	06/30/2018	1316545	BTI/CWT REFUND; ID #36127	33.00
Totals for checks						7,783.92

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	ED FUND	328.55	572.00	5,583.68	6,484.23
20	OPER & MAINT	0.00	0.00	1,299.69	1,299.69
***	Fund Summary Totals ***	328.55	572.00	6,883.37	7,783.92

***** End of report *****

**COMMUNITY HIGH SCHOOL
DISTRICT 94
West Chicago, Illinois**

**TREASURER'S REPORT
FOR MONTH ENDING JUNE 2018**

FUND	CASH BALANCE Thru 5/31/2018	RECEIPTS June 2018	DISBURSEMENTS June 2018	CASH BALANCE Thru 6/30/2018	INVESTMENTS AT COST Thru 6/30/2018
EDUCATIONAL	\$ (51,752.28)	\$ 10,440,864.62	\$ 11,002,074.21	\$ (612,961.87)	\$ 12,074,909.45
OPERATIONS & MAINTENANCE	\$ (898,551.74)	\$ 2,847,437.82	\$ 1,997,966.96	\$ (49,080.88)	\$ 2,368,580.86
DEBT SERVICES	\$ 899,513.70	\$ 1,298,750.34	\$ 1,477,950.34	\$ 720,313.70	\$ 2,208,103.59
TRANSPORTATION	\$ 20,236.11	\$ 588,780.42	\$ 607,868.22	\$ 1,148.31	\$ 885,871.20
I.M.R.F.	\$ 565.62	\$ 241,475.52	\$ 235,335.07	\$ 6,706.07	\$ 244,876.64
SOCIAL SECURITY/MEDICARE	\$ (2,742.33)	\$ 233,841.76	\$ 230,988.80	\$ 110.63	\$ 162,313.67
CAPITAL IMPROVEMENTS 2017	\$ (1,183,441.47)	\$ 1,000,000.00	\$ 897,186.54	\$ (1,080,628.01)	\$ 8,308,845.33
CAP IMPROVEMENTS	\$ 11,824.81	\$ -	\$ -	\$ 11,824.81	\$ 1,195.21
WORKING CASH	\$ 1,168,766.17	\$ -	\$ 11,384.59	\$ 1,157,381.58	\$ 912,066.49
TORT	\$ 132,489.34	\$ 78,201.18	\$ 84,869.65	\$ 125,820.87	\$ 188,257.03
TOTAL	\$ 96,907.93	\$ 16,729,351.66	\$ 16,545,624.38	\$ 280,635.21	\$27,355,019.47
Monthly Invest. Int., Adj. & Fees/YTD Interest thru 6/30/18 <i>(included in revenue and investment totals)</i>	\$ 580,082.37	59,830.40	1,885.16		\$ 638,027.61
PLUS INVESTMENTS				\$27,355,019.47	
TOTAL YEAR-TO-DATE CASH AND INVESTMENTS AS OF JUNE 30, 2018				\$ 27,635,654.68	

Kevin Kotche, Treasurer

Date

**COMMUNITY HIGH SCHOOL DISTRICT 94
STATEMENT OF POSITION
FINANCIAL REPORT
FOR PERIOD ENDING June 30, 2018**

Percent of Fiscal Year Complete: 100.00

ASSETS	IMPREST, PETTY CASH & SCHLSHP	CASH BALANCES	INVESTMENT BALANCES	ACCOUNTS RECEIVABLE	AUDIT ENTRY	TOTAL ASSETS
EDUCATIONAL	16,188	(612,962)	12,074,909			11,478,137
OPERATIONS & MAINTENANCE		(49,081)	2,368,581			2,319,500
DEBT SERVICES		720,314	2,208,104			2,928,417
TRANSPORTATION		1,148	885,871			887,019
MUNICIPAL RETIREMENT		6,706	244,877			251,583
SOCIAL SECURITY/MEDICARE		111	162,314			162,424
CAPITAL IMPROVEMENTS 2017		(1,080,628)	8,308,845			7,228,217
CAPITAL IMPROVEMENTS		11,825	1,195			13,020
WORKING CASH		1,157,382	912,066			2,069,448
TORT		125,821	188,257			314,077
TOTAL	16,188	280,635	27,355,019	-	-	27,651,842

LIABILITIES AND FUND EQUITY	TAX WARRENTS	ACCOUNTS PAYABLE	ENCUMBERED PAYABLES	OTHER PAYABLES	FUND EQUITY	TOTAL LIABILITY AND FUND EQUITY
EDUCATIONAL		2,279			11,475,857	11,478,137
OPERATIONS & MAINTENANCE					2,319,500	2,319,500
DEBT SERVICES					2,928,417	2,928,417
TRANSPORTATION					887,019	887,019
MUNICIPAL RETIREMENT					251,583	251,583
SOCIAL SECURITY/MEDICARE					162,424	162,424
CAPITAL IMPROVEMENTS 2017					7,228,217	7,228,217
CAPITAL IMPROVEMENTS					13,020	13,020
WORKING CASH					2,069,448	2,069,448
TORT					314,077	314,077
TOTAL	-	2,279	-	-	27,649,562	27,651,842

RECEIPTS	BUDGET 2017 - 2018	CURRENT REVENUES	Y.T.D. REVENUES	OTHER RECEIPTS	UNREALIZED BALANCE	PERCENT REALIZED
EDUCATIONAL	24,031,122	9,379,099	25,128,357		(1,097,235)	104.57%
OPERATIONS & MAINTENANCE	3,260,221	1,576,881	3,362,957		(102,737)	103.15%
DEBT SERVICES	2,779,909	1,299,961	2,882,695		(102,786)	103.70%
TRANSPORTATION	1,519,072	564,533	1,616,238		(97,166)	106.40%
MUNICIPAL RETIREMENT	497,528	201,590	488,790		8,738	98.24%
SOCIAL SECURITY/MEDICARE	473,406	189,842	476,137		(2,732)	100.58%
CAPITAL IMPROVEMENTS 2017	9,203,000	13,914	9,387,811		(184,811)	102.01%
CAPITAL IMPROVEMENTS	-	-	275,000		(275,000)	2.99%
WORKING CASH	2,500	1,154	11,385		(8,885)	455.38%
TORT	158,513	77,870	203,731		(45,219)	128.53%
TOTAL	41,925,270	13,304,845	43,833,102	-	(1,907,833)	104.55%

DISBURSEMENTS	BUDGET 2017 - 2018	CURRENT EXPENDITURES	Y.T.D. EXPENDITURES	CURRENT ENCUMBERED	UNENCUMBERED BALANCE	PERCENT ENCUMBERED
EDUCATIONAL	24,019,888	2,128,590	24,467,455		(447,568)	101.86%
OPERATIONS & MAINTENANCE	3,257,840	442,470	3,031,550		226,290	93.05%
DEBT SERVICES	2,737,500	179,200	3,014,697		(277,197)	110.13%
TRANSPORTATION	1,512,750	191,168	1,331,947		180,803	88.05%
MUNICIPAL RETIREMENT	493,516	33,860	459,570		33,946	93.12%
SOCIAL SECURITY/MEDICARE	466,573	41,382	480,820		(14,247)	103.05%
CAPITAL IMPROVEMENTS 2017	8,000,000	889,593	2,418,179		5,581,821	30.23%
CAPITAL IMPROVEMENTS	-	4,599	15,449		(15,449)	0.19%
WORKING CASH	2,500	11,385	11,385		(8,885)	0.00%
TORT	267,975	7,135	208,214		59,761	77.70%
TOTAL	40,758,542	3,929,381	35,439,265	-	5,319,277	86.95%

FUND BALANCE	JULY 1 EQUITY	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE EXPENDITURES	CURRENT ENCUMBERED	OTHER ACTIVITY	*CURRENT EQUITY
EDUCATIONAL	10,814,955	25,128,357	24,467,455			11,475,857
OPERATIONS & MAINTENANCE	1,988,093	3,362,957	3,031,550			2,319,500
DEBT SERVICES	3,060,419	2,882,695	3,014,697			2,928,417
TRANSPORTATION	602,728	1,616,238	1,331,947			887,019
MUNICIPAL RETIREMENT	222,362	488,790	459,570			251,583
SOCIAL SECURITY/MEDICARE	167,107	476,137	480,820			162,424
CAP IMPROVEMENTS 2017	-	9,387,811	2,418,179			6,969,631
CAPITAL IMPROVEMENTS	12,055	275,000	15,449			271,606
WORKING CASH	2,069,448	11,385	11,385			2,069,448
TORT	318,560	203,731	208,214			314,077
TOTAL	19,255,728	43,833,102	35,439,265	-	-	27,649,562

**COMMUNITY HIGH SCHOOL DISTRICT 94
STATEMENT OF REVENUE AND EXPENDITURES
YTD ENDING
JUNE 30, 2018**

PERCENT OF FISCAL YEAR COMPLETED:100.00

DISTRICT 94 REVENUE & EXPENDITURE REPORT

June 30, 2018

FUND

BEGINNING FUND BALANCE

EDUCATION	O & M	DEBT SVC	TRANSP	IMRF	SSM	ALL CAP IMPRV	WRK CASH	TORT	TOTAL ALL
\$ 10,814,955	\$ 1,988,093	\$ 3,060,419	\$ 602,728	\$ 222,362	\$ 167,107	\$ 12,055	\$ 2,069,448	\$ 318,560	\$ 19,255,728

REVENUE BUDGET

\$ 24,031,122	\$ 3,260,221	\$ 2,779,909	\$ 1,519,072	\$ 497,528	\$ 473,406	\$ 9,203,000	\$ 2,500	\$ 158,513	\$ 41,925,270
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RECEIPTS

1. CORPORATE P. P. REPLACEMENT TAX	\$ 434,852	\$ 41,565		\$ 28,954	\$ 66,023	\$ 79,216	\$ 247,427	\$ 41,254	\$ 939,292	
2. SUMMER PROGRAM FEES	128,429								128,429	
3. EARNINGS ON TAXES/ INVESTMENTS	152,927	29,652	10,390	6,175	1,289	420	15	11,385	369	
4. BOND PRINCIPAL AND INTEREST 2017			96,434				9,387,795		9,484,230	
5. PUPIL & COMMUNITY SERVICES	947,677								947,677	
6. FACILITY RENTALS		32,737							32,737	
7. IMPACT FEES/P.U.D/LAND CASH DONATE							27,573		27,573	
8. EVIDENCE BASED FUNDING (EBF)	2,851,465								2,851,465	
9. STATE/ CATEGORICAL AID /GRANTS FY18	1,074,541			709,291					1,783,832	
10. ARRA AID/ARRA FEDERAL FUNDING	-								-	
11. FEDERAL AID/GRANTS FY18 LATE PMTS	1,004,877								1,004,877	
12. PROPERTY TAXES - ED. FUND-TORT	8,740,311	1,563,052	1,362,656	417,843	202,247	189,927		77,523	12,553,559	
13. PROPERTY TAXES - SPEC'L EDUCATION	113,957								113,957	
14. PERMANENT TRANSFER OF INTEREST/EQ	11,385								11,385	
15. CURRENT YEAR LEVY-ADVANCED TAXES	9,604,794	1,695,742	1,413,214	453,425	219,232	206,573		84,586	13,677,568	
16. FLOW-THRU/VENDOR REVENUE/MISC REV	63,142	209		550					63,901	
TOTAL REVENUE REALIZED	\$ 25,128,357	\$ 3,362,957	\$ 2,882,695	\$ 1,616,238	\$ 488,790	\$ 476,137	\$ 9,662,811	\$ 11,385	\$ 43,833,102	
<i>PERCENT REVENUE REALIZED (Actual/Budget)</i>	<i>104.57%</i>	<i>103.15%</i>	<i>103.70%</i>	<i>106.40%</i>	<i>98.24%</i>	<i>100.58%</i>	<i>105.00%</i>	<i>455.38%</i>	<i>128.53%</i>	<i>104.55%</i>

EXPENDITURE BUDGET

\$ 24,019,888	\$ 3,257,840	\$ 2,737,500	\$ 1,512,750	\$ 493,516	\$ 466,573	\$ 8,000,000	\$ 2,500	\$ 267,975	\$ 40,758,542
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DISBURSEMENTS

1. SALARIES	\$ 15,609,695	\$ 1,180,768					\$ 46,602		\$ 16,837,064.61	
2. BENEFITS	3,957,444	242,944					6,490		4,206,878	
3. EMPLOYER IMRF					459,570				459,570	
4. EMPLOYER FICA						249,168			249,168	
5. EMPLOYER MEDICARE						231,651			231,651	
6. PURCHASED SERVICES/CONTRACTS REG	2,271,525	277,843		597,895			78,950		3,226,213	
7. PURCHASED SERVICES/MINI BUSSES									-	
8. PURCHASED SERVICES/SPECIAL ED				592,226					592,226	
9. PURCHASED SERVICES/TCD				68,709					68,709	
10. FUEL ADJ/EARLY DISMISSAL/FIELD TRIP				73,116					73,116	
12. UNEMPLOYMENT INSURANCE								11,109	11,109	
13. SCHOOL BOND FINANCIAL SERVICES									-	
14. TREASURER BOND								18,400	18,400	
15. WORKERS COMPENSATION								80,450	80,450	
16. GENERAL LIABILITY INSURANCE								96,933	96,933	
17. STUDENT ACCIDENT INSURANCE								1,322	1,322	
18. UTILITIES		816,897							816,897	
19. SUPPLIES & MATERIALS	569,235	184,491							753,726	
20. TAX PAYMENTS									-	
21. CAPITAL/NON-CAPITAL EQUIPMENT/FURN	355,837	325,335					2,296,987		2,978,159	
22. CAPITAL CONTRACTS/ IMPROVEMENTS		1,581							1,581	
23. CAPITAL LEASE EXPENSE									-	
24. BOND INTEREST EXPENSE			340,528						340,528	
25. DUES, FEES AND INVESTMENT COSTS	93,686	1,691	4,169				4,599		104,145	
26. REDEMPTION OF PRINCIPAL			2,670,000						2,670,000	
27. PERMANENT TRANSFERS - INTEREST/EQ								11,385	11,385	
28. TUITION & SPEC ED COST/(TUITION RFND)	1,609,524								1,609,524	
29. RETIREMENT BENEFITS/OTHER	510								510	
TOTAL EXPENDITURES DISBURSED	\$ 24,467,455	\$ 3,031,550	\$ 3,014,697	\$ 1,331,947	\$ 459,570	\$ 480,820	\$ 2,433,628	\$ 11,385	\$ 35,439,265	
<i>Encumbered Expenditures</i>									\$ -	
<i>PERCENT DISBURSED PLUS ENCUMBERED(Total/Budget)</i>	<i>101.86%</i>	<i>93.05%</i>	<i>110.13%</i>	<i>88.05%</i>	<i>93.12%</i>	<i>103.05%</i>	<i>30.42%</i>	<i>0.00%</i>	<i>77.70%</i>	<i>86.95%</i>

EXCESS OF REVENUE/(EXPENDITURES)

\$ 660,902	\$ 331,407	\$ (132,002)	\$ 284,292	\$ 29,221	\$ (4,683)	\$ 7,229,182	\$ -	\$ (4,483)	\$ 8,393,836
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ENDING FUND BALANCE *

\$ 11,475,857	\$ 2,319,500	\$ 2,928,417	\$ 887,019	\$ 251,583	\$ 162,424	\$ 7,241,237	\$ 2,069,448	\$ 314,077	\$ 27,649,562
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FUND

EDUCATION	O & M	DEBT SVC	TRANSP	IMRF	SSM	ALL CAP IMPRV	WRK CSH	TORT	TOTAL ALL
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3 YEAR BUDGET/ACTUAL TOTAL
SUMMARY OF AMENDED CURRENT YEAR BUDGET

June 30, 2018

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%	116,151	31.47%
HMBD TUTORS	10	2	TTL	53,926	36,002	37,400	-6.54%	37,200	-3.33%	41,222	110.81%
ART	10	3	TTL	238,287	233,574	252,079	-3.29%	266,212	-13.97%	249,992	93.91%
SCIENCE	10	4	TTL	1,132,241	1,261,501	1,288,187	-9.79%	1,357,256	-7.59%	1,374,937	101.30%
DRIVER'S ED	10	5	TTL	225,170	146,878	153,727	-14.07%	164,058	-11.70%	256,757	156.50%
ENGLISH	10	6	TTL	1,504,422	1,569,209	1,552,387	-3.06%	1,551,974	1.10%	1,614,499	104.03%
FOREIGN LANG	10	7	TTL	622,480	657,811	633,862	-6.93%	632,591	3.83%	689,929	109.06%
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%	1,611,821	104.00%
MUSIC	10	10	TTL	239,396	234,840	239,732	4.38%	262,361	-11.72%	265,098	101.04%
MUSIC INITIATIVE	10	10	TTL	-	-	24,999	-	-	0.00%	4,475	0.00%
PHYSICAL DEV	10	11	TTL	1,123,465	1,212,245	1,227,552	-0.50%	1,195,294	1.40%	1,094,134	91.54%
SOC STUDIES	10	13	TTL	1,294,648	1,417,983	1,465,961	-7.89%	1,518,400	-7.08%	1,588,194	104.60%
TECHNOLOGY	10	14	TTL	724,375	814,149	903,063	-9.67%	983,566	-20.81%	1,046,174	106.37%
MCCORMICK DEMO	10	16	TTL	-	0	-	0.00%	-	100.00%	455	0.00%
DEV LEARNING	10	22	TTL	3,481,469	4,023,729	4,122,903	-2.32%	4,105,257	-2.03%	4,411,264	107.45%
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%	19,451	292.50%
BUSINESS ED	10	30	TTL	547,649	543,543	484,521	1.46%	479,041	11.87%	533,641	111.40%
FACS	10	32	TTL	254,816	268,654	257,571	2.15%	169,162	37.03%	232,520	137.45%
IND ARTS-TECH ED	10	34	TTL	150,372	134,984	133,908	16.06%	124,944	7.44%	88,590	70.90%
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%	96,555	133.55%
SUMMER SPORTS C	10	41	TTL	44,444	44,600	47,564	-1.24%	45,000	-0.90%	41,986	93.30%
BILINGUAL	10	45	TTL	518,222	541,136	492,596	-2.28%	512,430	5.30%	509,750	99.48%
SOCIAL WORKE	10	50	TTL	341,209	210,863	201,735	93.45%	205,872	2.37%	207,852	100.96%
GUIDANCE DEP	10	51	TTL	653,440	634,252	683,429	6.11%	697,170	-9.92%	716,774	102.81%
SCHOOL NURSE	10	52	TTL	176,998	173,991	175,876	10.78%	180,335	-3.65%	180,777	100.25%
PSYC SERVICE	10	53	TTL	151,563	161,158	170,537	-7.00%	164,062	-1.80%	152,128	92.73%
AVID PROGRAM	10	54	TTL	133,626	156,091	186,780	-24.29%	202,075	-29.46%	200,799	99.37%
SPEECH PATH/AUDI	10	55	TTL	59,907	62,717	64,303	0.00%	66,123	-5.43%	67,746	-3.04%
LEARNING RES	10	61	TTL	287,778	272,085	248,928	-0.44%	259,020	4.80%	257,054	99.24%
STAFF & CURR DEV	10	62	TTL	217,781	239,438	264,787	-20.15%	274,614	-14.69%	188,004	68.46%
UTTERBACK DONAT	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%	1,130,820	95.48%
PRINCIPAL	10	70	TTL	769,880	752,324	743,203	0.09%	721,624	4.08%	762,607	105.68%
SUPT OFFICE	10	71	TTL	298,514	303,749	331,123	-5.18%	346,189	-13.97%	333,761	96.41%
DIR OF PRSNL	10	72	TTL	248,118	257,225	224,279	2.89%	249,282	3.09%	238,422	95.64%
COMM RELATIONS	10	73	TTL	36,939	57,398	59,057	-40.77%	62,925	-9.63%	61,270	97.37%
ED FOUNDATIO	10	74	TTL	2,125	2,382	1,372	0.00%	2,500	-4.94%	14,094	0.00%
BOARD OF ED	10	75	TTL	148,375	158,611	167,319	-8.75%	181,625	-14.51%	223,053	122.81%
DIR OF BUSIN	10	80	TTL	160,500	162,550	145,341	-1.76%	153,104	5.81%	159,221	5.79%
CAFETERIA	10	82	TTL	17,167	8,153	11,454	-71.39%	50,500	-519.43%	8,861	17.55%
EMP BENEFITS	10	83	TTL	49,170	19,903	37,545	7.36%	47,200	-137.14%	8,659	18.35%
FISCAL SVCS	10	85	TTL	287,453	311,793	294,099	-10.25%	321,417	-3.09%	291,698	90.75%
MIS	10	90	TTL	343,126	326,143	313,285	3.18%	341,383	-4.67%	323,476	94.75%
PMT OTH DIST	10	97	TTL	1,089,255	423,660	437,969	24.54%	489,500	-15.54%	803,814	164.21%

3 YEAR BUDGET/ACTUAL TOTAL
SUMMARY OF AMENDED CURRENT YEAR BUDGET

June 30, 2018

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%	825,828	99.94%
AQUATICS	10	102	TTL	-	-	-	-	-	0.00%	-	0.00%
INTERSCHOLAS	10	104	TTL	215,199	252,749	227,398	-17.77%	251,825	0.37%	220,492	87.56%
ADULT ED - STATE	10	902	TTL	84,683	800	92,565	-3.59%	92,565	-11470.90%	97,580	105.42%
CTEIG	10	903	TTL	45,873	45,731	46,226	-0.21%	46,226	-1.08%	46,167	99.87%
BILING TBE	10	904	TTL	91,056	97,819	106,798	-4.69%	106,795	-9.18%	119,453	111.85%
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%	28,735	76.22%
TITLE 1-LOW	10	908	TTL	244,986	340,496	357,360	-25.69%	355,319	-4.35%	309,374	87.07%
ISLG GRANT	10	925	TTL	1,568	1,476	1,177	0.00%	1,500	-1.63%	1,275	85.02%
MEDICAID DIRECT D	10	929	TTL	124,915	42,480	72,148	-24.37%	50,000	-17.70%	65,784	131.57%
IDEA 94-142 FLOW-T	10	930	TTL	356,095	395,255	462,861	-34.55%	462,861	-17.10%	402,398	86.94%
ADM OUTREACH	10	931	TTL	12,561	27,778	20,173	-60.27%	20,173	27.38%	15,066	74.68%
TEACHER QUALITY	10	932	TTL	41,370	10,608	27,836	-0.10%	29,977	-182.58%	53,514	178.52%
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%	23,526	200.29%
BILINGUAL - IEP	10	951	TTL	2,336	3,015.10	3,539	-7.15%	3,000	0.50%	7,267	242.25%
O&M FUND	20	0	TTL	2,542,962	2,805,202	3,610,425	-16.87%	3,257,840	-16.14%	3,031,551	93.05%
DEBT SVC FND	30	0	TTL	3,050,202	3,050,130	2,742,875	0.04%	2,737,500	10.25%	3,014,697	110.13%
TRANSPORTATION	40	0	TTL	1,311,851	1,271,828	1,291,882	-3.61%	1,432,750	-12.65%	1,258,373	87.83%
SCIENCE	40	4	TTL	(1,372)	(9)	(487)	-	-	100.00%	441	0.00%
ENGLISH	40	6	TTL	-	-	(505)	-	-	0.00%	-	0.00%
FOREIGN EXCH	40	7	TTL	686	135	623	-	-	100.00%	452	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%	185	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%	72,096	90.12%
PEP BUS	40	104	TTL	5,903	2,555	6,714	0.00%	-	100.00%	400	100.00%
IMRF	50	0	TTL	472,385	463,758	468,364	-1.96%	493,516	-6.42%	459,570	93.12%
SOC SEC & MEDCAR	51	0	TTL	454,114	462,637	474,178	-1.75%	466,573	-0.85%	480,820	103.05%
CAP PROJ 2017	60	0	TTL	3,345,450	2,966,525	5,165,980	-9.72%	8,000,000	-169.68%	2,418,179	30.23%
CAPITAL PROJECTS	65	0	TTL	3,345,450	2,966,525	5,165,980	-9.72%	-	100.00%	15,449	0.00%
W/C	70	0	TTL	-	2,322	4,649	-	2,500	-	11,385	0.00%
TORT FUND	80	0	TTL	212,927	256,821	229,720	-30.45%	267,975	-4.34%	208,214	77.70%
TOTALS				\$ 37,531,114	\$ 37,199,790	\$ 42,466,839	-9.06%	\$ 40,758,542	3.28%	\$ 35,439,265	86.95%

**COMMUNITY HIGH SCHOOL
DISTRICT 94**
REVENUE AND EXPENDITURE REPORT
LOCAL, STATE, AND FEDERAL GRANTS
Ending June 30, 2018

GRANT REVENUE & EXPENDITURE SUMMARY
JUNE 2018

Percentage of Fiscal Year:
100.00%

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		\$ 3,282	\$ 19,451		\$ (16,169)	51%
DuPage Foundation - Music Initiative	Local	199900	10	\$ -					\$ -	100%
Education Foundation/Leadership Mini	Local	199990	74	\$ 2,500		\$ 14,094	\$ 14,094		\$ (0)	100%
C.T.E.I.G. Vocational Programs	State	322000	903	\$ 46,226		\$ 46,167	\$ 46,167		\$ (0)	0%
Bilingual T.B.E./T.P.I.	State	330500	924/904	\$ 106,795	\$ 79,831	\$ 43,072	\$ 119,453		\$ (76,381)	60%
Adult Ed State Basic 3-1	State	340000	902	\$ 92,565	\$ 97,580		\$ 97,580		\$ (97,580)	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	\$ 1,526	\$ 1,275		\$ 250	-2%
Title 1 Low Income NCLB	Federal	430000	908	\$ 355,319	\$ 141,456	\$ 146,382	\$ 309,374		\$ (162,992)	59%
I.D.E.A. Flow Thru Sub-Grant **	Federal	462000	930	\$ 462,861	\$ 92,723	\$ 362,341	\$ 402,398		\$ (40,057)	22%
Title IIC Carl Perkins - Voc Ed	Federal	474500	906	\$ 37,700		\$ 28,605	\$ 28,735		\$ (130)	24%
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	\$ 108,859	\$ 65,784		\$ 43,075	-118%
Medicaid Administrative Outreach **	Federal	490000	931	\$ 20,173		\$ 10,812	\$ 15,066		\$ (4,254)	46%
Bilingual - IEP	Federal	490500	951	\$ 3,000		\$ 1,263	\$ 7,267		\$ (6,004)	58%
Title III LIPLEPS	Federal	490900	950	\$ 11,746	\$ 8,178	\$ 19,138	\$ 23,526		\$ (4,388)	-63%
Title II A Teacher Quality NCLB	Federal	493200	932	\$ 29,977	\$ 9,869	\$ 20,311	\$ 53,514		\$ (33,203)	32%
TOTAL				\$ 1,334,557	\$ 502,135	\$ 805,851	\$ 1,236,033	\$ -	\$ (430,182)	39.6%

** Special Ed Grants

COMMUNITY HIGH SCHOOL

DISTRICT 94

LOCAL, STATE, FEDERAL GRANTS
Ending June 30, 2018

Percent of Fiscal Year
100.00%

June 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	\$ -	\$ 3,282	\$ 3,368	51%	49%
DuPage Foundation - Music Initiative	Local	199900	10	\$ -	\$ -	\$ -	\$ -	0%	0%
Education Foundation/Leadership Mi	Local	199990	74	\$ 2,500	\$ -	\$ 14,094	\$ (11,594)	-464%	564%
C.T.E.I.G. Vocational Programs	State	322000	903	\$ 46,226	\$ -	\$ 46,167	\$ 59	0%	100%
Bilingual T.B.E./T.P.I.	State	330500	924/904	\$ 106,795	\$ 79,831	\$ 43,072	\$ 63,723	60%	40%
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	\$ 1,275	\$ 1,526	\$ (26)	-2%	102%
Title 1 Low Income NCLB	Federal	430000	908	\$ 355,319	\$ 141,456	\$ 146,382	\$ 208,937	59%	41%
I.D.E.A. Flow Thru Sub-Grant **	Federal	462000	930	\$ 462,861	\$ 92,723	\$ 362,341	\$ 100,520	22%	78%
Title IIC Carl Perkins - Voc Ed	Federal	474500	906	\$ 37,700	\$ -	\$ 28,605	\$ 9,095	24%	76%
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	\$ 108,859	\$ (58,859)	-118%	218%
Medicaid Administrative Outreach **	Federal	490000	931	\$ 20,173	\$ -	\$ 10,812	\$ 9,361	46%	54%
Bilingual IEP	Federal	490500	951	\$ 3,000	\$ -	\$ 1,263	\$ -	0%	0%
Title III LIPLEPS	Federal	490900	950	\$ 11,746	\$ 8,178	\$ 19,138	\$ (7,392)	-63%	163%
Title II A Teacher Quality NCLB	Federal	493200	932	\$ 29,977	\$ 9,869	\$ 20,311	\$ 9,666	32%	68%
TOTAL				\$ 1,334,557	\$ 502,135	\$ 805,851	\$ 528,706	39.6%	60.4%

* 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	19,451			0%	293%
DuPage Foundation - Music Initiative	Local	199900	10	\$ -	-			0%	0%
Education Foundation/Leadership Mi	Local	199990	74/918	\$ 2,500	14,094			0%	564%
C.T.E.I.G. Vocational Programs	State	322000	903	\$ 46,226	46,167			0%	100%
Bilingual T.B.E./T.P.I.	State	330500	924/904	\$ 106,795	119,453			0%	112%
Adult Ed State Basic 3-1	State	340000	902	\$ 92,565	97,580			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	309,374			0%	87%
I.D.E.A. Flow Thru Sub-Grant **	Federal	462000	930	\$ 462,861	402,398			0%	87%
Title IIC Carl Perkins - Voc Ed	Federal	474500	906	\$ 37,700	28,735			0%	76%
Adult Ed Federal Basic	Federal	480000	944	\$ 77,550	150			0%	0%
Medicaid Direct Service Costs **	Federal	490000	929	\$ 50,000	65,784			0%	132%
Medicaid Administrative Outreach **	Federal	490000	931	\$ 20,173	15,066			0%	75%
Bilingual IEP	Federal	490500	951	\$ 3,000	7,267			0%	0%
Title III LIPLEPS	Federal	490900	950	\$ 11,746	23,526			0%	200%
Title II A Teacher Quality NCLB	Federal	493200	932	\$ 29,977	53,514			0%	179%
TOTAL				\$ 1,334,557	\$ 1,236,033	\$ -	\$ -	0%	93%

** Special Ed Grants

**COMMUNITY HIGH SCHOOL
DISTRICT 94
PETTY CASH FUND
JUNE 30, 2018**

This listing represents payments from the High School Cash Fund for June 30, 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 July 17, 2018.

DATE PAID	PAID TO	FOR	AMOUNT
None for the Month of June 2018			
Grand Total			<u><u>\$ -</u></u>

Director of Business Services

July 12, 2018
Date

LOC	LOC	June 2017-18 Beginning Balance	June 2017-18 Debits	June 2017-18 Credits	June 2017-18 Monthly Activity	Ending Balance
99	STUDENT ACTIVITY					
505	CHESS	1,623.73CR				1,623.73CR
506	SPED RECYC/SHRD	1,224.39CR				1,224.39CR
507	BEST BUDDIES	6,889.20CR	0.77		0.77	6,888.43CR
508	CRTE ENT	541.24CR				541.24CR
511	ART COLLECTION	105.08CR				105.08CR
513	INTL CLUB	1,942.50CR	1.20		1.20	1,941.30CR
514	CHRONICLE	2,180.51CR				2,180.51CR
515	CHEERLEADING	3,896.40CR	6,072.50	11,469.20	-5,396.70	9,293.10CR
516	DANCE PROD	2,180.25CR				2,180.25CR
517	SPEECH	2,958.76CR				2,958.76CR
518	FBLA	392.33CR	1.11	135.00	-133.89	526.22CR
520	GERMAN CLUB	31.74CR				31.74CR
521	FICA-SKILLS	1,504.09CR	0.17		0.17	1,503.92CR
523	MATH TEAM	55.83CR				55.83CR
524	HORTICULTURE	4,453.86CR	1.37		1.37	4,452.49CR
526	PEP CLUB	1,578.83CR				1,578.83CR
527	POMS	10,402.39CR	7,735.11	5,790.00	1,945.11	8,457.28CR
528	SNOWBALL	2,376.76CR				2,376.76CR
529	SADD	1,662.78CR				1,662.78CR
530	EXCHANGE	5,187.73CR	48.83	15.55	33.28	5,154.45CR
531	SPANISH CLUB	3,685.59CR				3,685.59CR
533	STUDENT COUNCIL	14,797.99CR	2,334.47		2,334.47	12,463.52CR
534	SUNDRY	1,651.40CR				1,651.40CR
535	THESPIANS	7,692.81CR	318.56	317.68	0.88	7,691.93CR
536	VOCATIONAL SIGN	1,836.54CR				1,836.54CR
537	YEARBOOK	4,895.99CR	1,237.08		1,237.08	3,658.91CR
538	BAND-JAZZ	1,855.27CR	5,036.92	7,453.00	-2,416.08	4,271.35CR
539	CHORAL-CHOIR	7,012.09CR	2,000.85	304.00	1,696.85	5,315.24CR
540	ORCHESTRA	6,813.51CR	318.12		318.12	6,495.39CR
541	INTERACT CLUB	2,387.13CR				2,387.13CR
542	ANL	2,013.73CR				2,013.73CR
543	WEGO CARES	939.97CR				939.97CR
544	SCHOLASTIC BOWL	836.39CR	0.60		0.60	835.79CR
545	PHOTGRAPHY	58.01CR				58.01CR
547	NHS	1,934.10CR	1.20	28.11	-26.91	1,961.01CR
548	GSA	1,132.19CR	250.77		250.77	881.42CR
549	CREATIVE WRITNG	1,100.76CR	0.34		0.34	1,100.42CR
550	ACTIVE DIR ACCT	1,121.88CR				1,121.88CR

LOC	LOC	June 2017-18 Beginning Balance	June 2017-18 Debits	June 2017-18 Credits	June 2017-18 Monthly Activity	Ending Balance
99	STUDENT ACTIVITY					
551	TRANSITION CTR	2,909.73CR	0.77		0.77	2,908.96CR
552	TRI M	434.99CR				434.99CR
553	HAGGERTY FORD	10,919.63CR				10,919.63CR
554	OLA'AS	554.17CR				554.17CR
555	COMPASS	85.32CR				85.32CR
560	WEGO 2 AFR	32.52CR				32.52CR
561	SLC9 2 AFRICA	11,222.80CR	8,648.93	750.00	7,898.93	3,323.87CR
562	PRESCHOOL	1,314.04CR	26.11	150.00	-123.89	1,437.93CR
563	Teen Mom	119.87CR				119.87CR
564	HUMANITIES/SSS	2,700.00CR	500.00		500.00	2,200.00CR
566	ROAR	1,151.56CR	1.20		1.20	1,150.36CR
570	ADAMS EXPRESS	56.42CR				56.42CR
572	SPORTSFEST	3,221.33CR	239.45		239.45	2,981.88CR
573	TARGET	111.48CR				111.48CR
576	OUT/BD AT RISK	0.57CR				0.57CR
580	LOUIS RANSOM AR	62.00CR				62.00CR
582	STEP PROJECT	250.46CR	0.17		0.17	250.29CR
583	STEPPERS	2,696.80CR	1.37	63.03	-61.66	2,758.46CR
584	GREEN CLUB	1,015.03CR	0.77		0.77	1,014.26CR
585	FRENCH CLUB	401.61CR	0.60		0.60	401.01CR
586	LRC BOOK CLUB	208.72CR	29.48		29.48	179.24CR
587	LIFESMARTS	4.15				4.15
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	673.20CR				673.20CR
602	BASEBALL	11,769.80CR	2,500.60		2,500.60	9,269.20CR
603	BOY'S BB	7,259.62CR	0.77		0.77	7,258.85CR
604	BOY'S CROSS CTY	321.58CR				321.58CR
605	BOY'S SOCCER	524.92CR	375.00		375.00	149.92CR
606	BOY'S TENNIS	279.09CR				279.09CR
607	BOY'S TRACK	1,867.79CR		60.00	-60.00	1,927.79CR
608	GIRL'S FDR BB	356.89		755.00	-755.00	398.11CR
609	FOOTBALL	1,705.25CR	0.60		0.60	1,704.65CR
610	GIRL'S BASKETBL	2,036.08CR	1,056.97		1,056.97	979.11CR
611	GIRL'S CROSS CT	1,182.03CR	0.17		0.17	1,181.86CR
612	GIRL'S SOCCER	4,627.07CR	1,735.00	1,190.00	545.00	4,082.07CR

LOC	LOC	June 2017-18 Beginning Balance	June 2017-18 Debits	June 2017-18 Credits	June 2017-18 Monthly Activity	Ending Balance
99	STUDENT ACTIVITY					
613	GIRL'S TENNIS	2,860.33CR				2,860.33CR
614	GIRL'S TRACK	3,287.67CR	1,745.20		1,745.20	1,542.47CR
615	BOYS GOLF	1,287.91CR		120.00	-120.00	1,407.91CR
616	MUSIC	5,403.43CR	1,729.69		1,729.69	3,673.74CR
617	SOFTBALL	4,080.56CR	920.73		920.73	3,159.83CR
618	BOYS SWIM TEAM	541.95CR	0.17		0.17	541.78CR
619	GIRLS V-BALL	1,978.14CR	120.59		120.59	1,857.55CR
620	GIRL'S FDR VB	619.97CR				619.97CR
621	WRESTLING	1,967.51CR	0.17		0.17	1,967.34CR
622	ATHLETIC DIR	66.85CR				66.85CR
623	GIRLS SWIM TEAM	1,437.86CR				1,437.86CR
624	GIRLS GOLF	861.28CR		120.00	-120.00	981.28CR
625	BOYS V-BALL	1,161.74CR				1,161.74CR
---	*STUDENT ACTIVI	211,613.49CR	44,994.48	28,720.57	16,273.91	195,339.58CR
Grand Equity To		211,613.49CR	44,994.48	28,720.57	16,273.91	195,339.58CR

Number of Accounts: 89

***** End of report *****

Community High School District 94

Vendor List Update

June 30, 2018

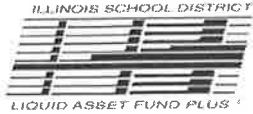
No New Vendors for June 2018

David Blatchley

David Blatchley, Director of Business Services

7-12-18

Date



ISDLAF+ Monthly Statement

Statement for the Account of:
BOARD OF EDUCATION, C.H.S.D. #94

(10242-101) INVESTED FUNDS

Statement Period
Jun 1, 2018 to Jun 30, 2018

ACTIVITY SUMMARY

INVESTMENT POOL SUMMARY

	LIQ	MAX
Beginning Balance	\$466.53	\$990.25
Dividends	\$314.86	\$7,360.88
Credits	\$11,760,633.47	\$12,569,745.72
Checks Paid	\$0.00	\$0.00
Other Debits	(\$11,761,100.00)	(\$10,000,464.31)
Ending Balance	\$314.86	\$2,577,632.54
Average Monthly Rate	1.76%	1.84%

PLEASE NOTE: THE FUND WILL BE CLOSED JULY 4TH
IN OBSERVANCE OF THE INDEPENDENCE DAY
HOLIDAY

TOTAL LIQ AND MAX

\$2,577,947.40

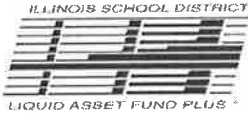
TOTAL FIXED INCOME

\$14,940,113.42

ACCOUNT TOTAL

\$17,518,060.82

BOARD OF EDUCATION, C.H.S.D. #94
DOUGLAS DOMERACKI
326 JOLIET STREET
WEST CHICAGO, IL 60185-3142



ISDLAF+ Monthly Statement

(10242-202) SITE & CONSTRUCTION II

Statement Period
Jun 1, 2018 to Jun 30, 2018

Statement for the Account of:
BOARD OF EDUCATION, C.H.S.D. #94

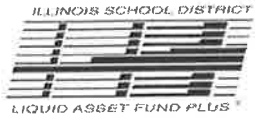
ACTIVITY SUMMARY

INVESTMENT POOL SUMMARY	LIQ	MAX
Beginning Balance	\$0.00	\$0.00
Dividends	\$0.00	\$0.00
Credits	\$0.00	\$0.00
Checks Paid	\$0.00	\$0.00
Other Debits	\$0.00	\$0.00
Ending Balance	\$0.00	\$0.00
Average Monthly Rate	1.76%	1.84%
TOTAL LIQ AND MAX		\$0.00

PLEASE NOTE: THE FUND WILL BE CLOSED JULY 4TH
IN OBSERVANCE OF THE INDEPENDENCE DAY
HOLIDAY

TOTAL FIXED INCOME	\$1,140.59
ACCOUNT TOTAL	\$1,140.59

BOARD OF EDUCATION, C.H.S.D. #94
DOUGLAS DOMERACKI
326 JOLIET STREET
WEST CHICAGO, IL 60185-3142



ISDLAF+ Monthly Statement

(10242-203) 2017 BOND PROCEEDS (Municipal Advisory Account)

Statement Period
Jun 1, 2018 to Jun 30, 2018

Statement for the Account of:
BOARD OF EDUCATION, C.H.S.D. #94

ACTIVITY SUMMARY

INVESTMENT POOL SUMMARY	LIQ	MAX
Beginning Balance	\$0.00	\$9,391,223.18
Dividends	\$0.00	\$14,056.44
Credits	\$1,000,000.00	\$0.00
Checks Paid	\$0.00	\$0.00
Other Debits	(\$1,000,000.00)	(\$1,000,000.00)
Ending Balance	\$0.00	\$8,405,279.62
Average Monthly Rate	1.76%	1.84%

PLEASE NOTE: THE FUND WILL BE CLOSED JULY 4TH
IN OBSERVANCE OF THE INDEPENDENCE DAY
HOLIDAY

TOTAL LIQ AND MAX **\$8,405,279.62**

TOTAL FIXED INCOME **\$0.00**

ACCOUNT TOTAL **\$8,405,279.62**

BOARD OF EDUCATION, C.H.S.D. #94
DOUGLAS DOMERACKI
326 JOLIET STREET
WEST CHICAGO, IL 60185-3142

**COMMUNITY HIGH SCHOOL DISTRICT 94
CAPITAL IMPROVEMENTS BOND REFERENDUM SERIES 2017
FINANCIAL STATEMENT
YTD ENDING JUNE 30, 2018**

SOURCE OF FUNDS	CAPITAL IMPROVEMENTS - BOND REFERENDUM
BEGINNING BALANCE	\$ -
REVENUE BUDGET	\$ 9,203,000
RECEIPTS	
1. BOND PRINCIPAL - BONDS SOLD SERIES 2017	\$ 9,290,561
2. BOND INTEREST - BOND SERIES 2017	\$ 80,322
3. ISSUANCE COSTS RESERVE - REFUND INVESTED	\$ 14,611
4. ISSUANCE COSTS RESERVE - RETURNED TO R. JAMES	\$ (11,611)
TOTAL REVENUE REALIZED	\$ 9,373,883
<i>PERCENT REVENUE REALIZED (Actual/Budget)</i>	<i>101.86%</i>
EXPENDITURE BUDGET	\$ 8,000,000.00
DISBURSEMENTS	
1. EARNINGS	\$ 46,602
2. INSURANCE	6,490
3. EMPLOYER IMRF	5,611
4. EMPLOYER FICA	2,889
5. EMPLOYER MEDICARE	676
6. PURCHASED SERVICES - BOND ISSUANCE	78,950
7. CAPITAL 2018 RENOVATIONS	1,700,017
8. CAPITAL 2018 GYM BLEACHERS	21,656
9. CAPITAL 2018 TENNIS COURT	49,099
10 CAPITAL 2019 - 2020 ADDITION-REMODELING	515,365
TOTAL EXPENDITURES DISBURSED	\$ 2,427,354
<i>Encumbered Expenditures 7-17-18</i>	<i>175,031</i>
<i>PERCENT DISBURSED PLUS ENCUMBERED(Total/Budget)</i>	<i>32.53%</i>
EXCESS OF REVENUE/(EXPENDITURES)	\$ 6,771,498
ENDING BALANCE	\$ 6,771,498
SOURCE OF FUNDS	CAPITAL IMPROVEMENTS - BOND REFERENDUM

COMMUNITY HIGH SCHOOL DISTRICT 94
 CAPITAL IMPROVEMENTS BOND REFERENDUM SERIES 2017
 EXPENDITURE DETAILS
 YTD ENDING JUNE 30, 2018

EARNINGS - Building Operations	\$46,602	BENEFITS - Life, LTD, Dental, Health Ins.	6,490	BENEFITS - IMRF, FICA, Medicare	9,176
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 June 2018 \$46,602 x 12.04%	5,611
Director Jan 2018 \$10,449 x 23%	2,403	Director Jan 2018 \$1,455 x 23% = \$335	335		
Director Feb 2018 \$10,449 x 42%	4,389	Director Feb 2018 \$1,455 x 42% = \$611	611	FICA - Employer Pd FICA Rate 6.2%	
Director Mar 2018 \$10,449 x 82%	8,568	Director Mar 2018 \$1,455 x 82% = \$1,193	1,193	Earnings thru June 2018 \$46,602 x 6.2%	2,889
Director Apr 2018 \$10,449 x 72%	7,523	Director Apr 2018 \$1,455 x 72% = \$1,048	1,048		
Director May 2018 \$10,449 x 71%	7,419	Director May 2018 \$1,455 x 71% = \$1,033	1,033	MEDICARE - Employer Pd Medicare Rate 1.45%	
Director June 2018 \$10,449 x 93%	9,718	Director June 2018 \$1,455 x 93% = \$1,353	1,353	Earnings thru June 2018 \$46,602 x 1.45%	676

COMMUNITY HIGH SCHOOL DISTRICT 94
 CAPITAL IMPROVEMENTS BOND REFERENDUM SERIES 2017
 EXPENDITURE DETAILS
 YTD ENDING JUNE 30, 2018

PURCHASED SERVICES -	78,950	CAPITAL 2018 RENOVATIONS	1,700,017	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	LJ Morse Construction Co. General Remodel #1	74,054		
		DLA Architects, Ltd Dec 2017	136,406		
		DLA Architects, Ltd Nov 2017	(3,623)		
		LJ Morse Construction Co. General Remodeling #2	55,170		
		DLA Architects, Ltd Nov 2017	3,623		
		DLA Architects, Ltd March 2018 Services	13,013		
		LJ Morse Construction Co. Gen Remodeling #3	272,345		
		Hygieneering, Inc-Fieldhse Upgrades Prof. Svcs. Feb.	2,685		
		DLA Architects, LTD April 2018 Services	7,521		
		DLA Architects, LTD May 2018 Renovation	12,943		
		LJ Morse Construction Co, General Remodeling #4	234,610		
		June 30, 2018 Bill List			
		LJ Morse Construction Co. General Remodeling #5	559,562		
		July 17, 2018 Bill List			
		DLA Architects, LTD June Services \$34,630.95			

Office of Human Resources – Personnel Report
07/17/18 – Board of Education Meeting

NAME	POSITION	DIVISION	EFFECTIVE DATE	FTE	ACTION
EMPLOYMENT					
Leslie Fireman	Teacher	Language Arts	August 13, 2018	1.0	Employment
Katherine Halpin	Teacher	World Language	August 13, 2018 – December 21, 2018	1.0	Employment
Kara Kroculick	Social Worker	Student Services	August 13, 2018	1.0	Employment
Mallory Miller	Psychologist	Special Education	August 13, 2018	1.0	Employment
SEPARATION OF EMPLOYMENT					
Briana Carlson-Morales	Teacher	Language Arts	June 4, 2018	1.0	Resignation
Laura Moran	Teacher	Special Education	End of 17/18 School Year	1.0	Resignation
Joseph Neilon	Director of Technology	Principal	July 2, 2018	1.0	Resignation
Pedro Perez	Custodian	Building Operations	July 30, 2022	1.0	Retirement
Maria Vlantis	Psychologist	Student Services	End of 17/18 School Year	1.0	Resignation
APPROVAL OF OVERLOAD CLASSES					
Allison Baxter	Teacher – ESL	World Language	2018/2019 School Year	.2	Approve
COACHING/ACTIVITY RECOMMENDATIONS					
Kelsey Jacob	Assistant Coach	Volleyball – Boys	March 4, 2019		Employment
Neal Golyshko	Head Coach	Golf – Boys	July 5, 2018		Resignation
Laura Moran	Assistant Coach	Volleyball – Boys	End of 17/18 School Year		Resignation
TJ Nall	Assistant Coach	Football - Boys	End of 17/18 School Year		Resignation

Approve change in job duties and compensation for the following employees effective August 13, 2018.

Employee	Change from	Change to
Peter Conrad	Personal Care Assistant	Dean’s Assistant
	Non-Exempt (hourly)	Non-Exempt (hourly)
	\$14.58	\$14.58 (no change)
Employee	Change from	Change to
Sandra Gonzalez	Dean’s Assistant	Dean’s Specialist
	Non-Exempt (hourly)	Non-Exempt (hourly)
	\$17.14	\$19.89

Office of Human Resources – Personnel Report
07/17/18 – Board of Education Meeting

Approve vacation carry-over request for administrators with multi-year contracts.

NAME	TITLE	VACATION BALANCE AS OF 6/30/18	APPROVE DAYS TO CARRY OVER TO FY18/19
David Blatchley	Director of Business Services	17.25	5.0
Moses Cheng	Principal	4.5	4.5
Gordon Cole	Director of Building Operations	5.0	5.0
Peter Martino	Assistant Principal, Administrative Services	7.0	5.0
Allister Scott	Assistant Principal, Teaching & Learning	5.0	5.0

Office of Human Resources – Personnel Report
07/17/18 – Board of Education Meeting

Approve the following personnel recommendations:

NAME	POSITION	DIVISION	EFFECTIVE DATE	FTE	ACTION
EMPLOYMENT					
Jennifer Walker	Teacher	Special Education	August 13, 2018	1.0	Employment

Remove the following Resignation from the Personnel Report:

- Briana Carlson-Morales – She was removed from the Personnel Agenda for Approval on June 19, 2018 and therefore approval of her resignation is not required.



Ball Horticultural Company
 622 Town Road
 West Chicago, IL 60185-2698
 USA
 ballhort.com

630 231-3600
 Fax: 630 231-3605

April 25, 2018

Mr. Michael Guttman
 West Chicago City Manager
 435 Main Street
 West Chicago, IL 60185

Dear Mr. Guttman:

Please accept this letter as a request of the City of West Chicago for consideration of real estate tax abatements and other economic incentives, in cooperation with other local taxing bodies. As you are aware, Ball Horticultural Company is a worldwide horticultural company with its home office at 622 Town Road, West Chicago. Ball Horticultural is in need of capital expansion – either in West Chicago or at one of our other major, breeding facilities.

If the expansion takes place at our West Chicago facility, we expect that it would involve site work, demolitions, rebuilding and facility expansion of at least \$22-\$25 million; and create 25 new, professional level, full-time jobs, expected to be filled by scientists relocating from outside DuPage County as well as support staff. The plan is, if the project is to occur in West Chicago, for project construction to begin in 2019 and to be completed in 2021. Attached are a Background Statement and Project Description providing more detail about Ball Horticultural Company, and our potential West Chicago facility expansion.

Ball is requesting consideration of economic incentives in the form of property tax abatement and municipal fee credits. Also attached is a spreadsheet illustrating property tax abatement in line with abatements agreed to by the City in other instances.

Ball Horticultural Company has been a community leader in West Chicago for 80+ years and intends to continue in that role. Please contact Todd Frauendorfer at 630-588-3471 or tfrauendorfer@ballhort.com to discuss next steps. Thank you for your support and cooperation.

Sincerely,

Anna Caroline Ball
 Chairman and CEO

Todd Frauendorfer
 Treasurer & Corporate Secretary



Background Statement and Project Description for Ball Horticultural Company West Chicago Plan Expansion

Company Background

Founded in 1905, Ball Horticultural Company ("Ball" or "Company") is a global leader in the world of horticulture. Headquartered in West Chicago, Illinois since the 1920's, Ball boasts a global network of breeders, researchers, product developers, producers and distributors to provide the world with the most unique varieties of flowers, shrubs, vegetables and other plants. The Company invests in product development and research seeking varieties with superior traits, such as improved seed quality, increased disease resistance, color variety, and better performance for the end consumer.

• Our Products & Services

As a global leader in the world of horticulture, Ball offers the following products and services:

- **Breeding and Research:** Ball develops innovative varieties of plants with superior traits via its companies PanAmerican Seed Company, Kieft Seed, Ball FloraPlant, Darwin Perennials and Star Roses & Plants. Ball utilizes its breeders as well as third party breeders which can be at universities, third party companies or independent breeders to develop innovative commercial horticulture products. Research sites include Elburn, IL; Guadalupe, CA; Arroyo Grande, CA; Santa Paula, CA; Costa Rica; Thailand and Holland.
- **Cutting and Seed Production:** High quality seed and vegetative cuttings are produced at various sites around the world including Costa Rica, Guatemala, Nicaragua, Chile and China.
- **Distribution:** Ball has distribution companies across six (6) continents to deliver products in a safe, efficient and economical way. Climate-controlled storage keeps products fresh and industry leading systems get the product to the customers on time.
- **Consumer Brands:** Ball tries to stay ahead of the industry trends and develop value-added programs for growers and retailers to improve their business. Consumer known brands include Wave petunias, Knockout Roses, Dragonwing Begonias and others.
- **Sales and Marketing:** Ball's product, technical, and customer service team members help growers and retailers select the right varieties, give cultural advice, and trouble-shoot any issues that may arise.
- **Communications:** Since 1937, Ball Publishing has been providing the horticulture industry with the most up to date information on crops, culture, innovations and happenings in the industry.



- Our Markets

“Color the World” is one of Ball’s Pillars of Growth that it strives to achieve with its expansive array of flower products. Although headquartered in West Chicago, the Company also has a strong presence in the state of California, with 3 research and development facilities as noted above. Ball distributes its products in North America, South America, Europe, Africa, the Middle East and Asia with a strong presence in 20+ countries. Ball conducts trials all over the world to ensure that its products offer superior performance wherever they are grown.

- Ball’s People

Ball’s greatest asset is its people.....currently employing 390 full-time, 19 part-time, and 13 prime time (75%) workers at its West Chicago headquarters. Ball provides a wide range of jobs including breeding, research, technicians, order processors, customer service, finance, maintenance, management, clerical, operations, sales and marketing.

Ball invests in its team members hiring individuals with diverse backgrounds and unique ideas that can contribute in various facets of the company. Ball seeks the brightest, most-talented people to join the Company and share their ideas and passion in a rapidly evolving business environment. In return, Ball provides a competitive benefits package that includes:

- Medical, dental, life and long-term disability insurance
- 401k/Profit Sharing Retirement Plan
- Tuition assistance
- A collaborative business environment which embraces individual contributions
- An onsite subsidized café overlooking 30+ acres of display gardens, restored natural areas and walking trails
- Employee Assistance Program and Positive Health Programs
- Paid time off benefits including vacation and holidays

Specific Project Information

To maintain its competitive advantage, Ball is exploring the potential of building an advanced research and development facility in West Chicago, Illinois or at one of its existing R&D facilities in Elburn, IL; Guadalupe, CA, Santa Paula, CA or one of its global locations. The advanced R&D facility will leverage new technologies that were pioneered in agriculture, medical or other fields to develop new flower and plant varieties and explore more functional uses of plants. Additional goals are to innovate, increase efficiencies and improve the speed of bringing new developments to market.



If the project is located in West Chicago, Ball would build several new structures including the advanced R&D facility. To accomplish this several structures would be modified, relocated or demolished. The total capital investment is estimated at approximately \$22-\$25 million in the form of new construction, existing site improvements, demolition and equipment purchases. A preliminary conceptual site plan showing the proposed changes to our West Chicago facilities is attached.

Ball estimates its capital improvement costs as:

- Site improvements: \$2.5 million
- Building Construction: \$17 million for Innovation Center; \$1.5 million to relocate greenhouses
- Equipment and Machinery Purchases: \$2.6 million
- Demolition costs: \$400,000

If the project is located in West Chicago, Ball also expects to hire approximately twenty-five (25) new full time employees with an average total compensation of \$80,000, excluding the value of benefits. Ball recently added a Chief Technology Officer ("CTO") to assist with the site selection process and be involved with the design. Access to talent, proximity to other researchers, growers and distribution channels, cost of construction, and state and local support are among critical site selection criteria.

Specifically, our plan would be to hire at the west Chicago facility, between now and two years after completing the new facility, the following:

- One (1) Chief Technology Officer at an average annual wage of \$300,000+ (already hired).
- Seven (7) Breeding & Plant Researchers at an average annual wage of \$106,000 for a total annual job payroll of \$742,000.
- Nine (9) Breeding & Plant Assistants/Technicians at an average annual wage of \$55,000 for a total annual job payroll of \$ 495,000.
- Eight (8) Office/Clerical workers at an average annual wage of \$40,000 for a total annual job payroll of \$320,000
- Total: Twenty-five (25) jobs with a total annual job payroll of \$1,857,000.

Need for State Assistance

Ball Horticultural Company is a leading innovator in plant science and is committed to developing the best products in the horticulture industry. In order to stay competitive in the market, Ball must continuously invest in its R&D endeavors. As a result, Ball is proposing to hire 25 new jobs as well as invest approximately \$22-\$25 million into an improved research facility along with necessary site improvements in West Chicago. Ball is weighing this potential of expanding its current research and development efforts in West Chicago against doing so in Elburn, IL; Guadalupe, CA; Santa Paula, CA or one of its other breeding locations in Costa Rica or Holland.



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622 Town Road
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- Elburn, IL

Ball has a research facility in Kane County, approximately 20 minutes west of West Chicago. It has a current staff of 40-75 research employees on a site that has available land for building.

- Guadalupe, CA

Ball has excess capacity in Guadalupe to add the proposed 25 jobs, and build the advanced R&D facility. Guadalupe is an agricultural community actively pursuing growth and development due to higher than average unemployment. By locating in Guadalupe, the Company anticipates savings of approximately \$1.46 million over 10 years. In particular, a new R&D facility was constructed in Guadalupe within the last 10 years and the process of working with local building officials was very smooth. This facility has potential capacity for additional research personnel. While a new structure would need to be constructed, fewer square feet would be required and there would not be the need to demolish existing structures to accommodate the new facility, as is the case in West Chicago. In addition, the construction cost per square foot is significantly lower in Guadalupe. Climate is an advantage and we already have solar energy on the property.

- Santa Paula, CA

Ball also has excess capacity in Santa Paula CA to add the proposed 25 jobs, and build the advanced R&D facility. This facility is a research facility that is scheduled to be upgraded within the next two years. Being located between LA and Santa Barbara makes this an appealing location with good access to potential employees and easy transportation. Climate and available land also make this a site to be seriously considered.

Both California Locations

While there are synergistic advantages to pursuing the project at its global headquarters in West Chicago, there is also a compelling argument to invest near its three existing west coast research facilities. Ball has begun discussions of incentives with the state of California, and incentives are being offered to Ball. Specifically, the state of California offers job training funding and other financial assistance through its "California competes" program. California Competes provides an income tax credit to businesses that want to come to stay and grow in California. Tax credit agreements are negotiated by and approved statutorily. An agreement as to the amount of the tax credit has not yet been reached.

Community Contributions and Support

Ball recognizes the importance of its relationship with local communities.

- Community inclusion

In line with our commitment to color the world, Ball established the Gardens at Ball in 1933 as a display and testing grounds for the world's horticultural advancements. The grounds cover over nine acres of annuals, perennials, cut



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flowers and vegetables from the industry's leading breeders and marketers and are open to visitors on specified days.

- Philanthropy

Ball has also demonstrated its commitment to the community through its various philanthropic efforts. Ball offers scholarships and internships for students with an interest in horticulture and sponsors many industry events including Blooming Fest in West Chicago. It is also assisting the City of West Chicago with its entry into America In Bloom's contest. Ball has assisted We Grow Dreams over the years as well as planted community and individual gardens for various causes. Ball has sponsored and captained the largest team at the Bike MS Tour de Farms event which will be held in St. Charles this year. In addition, Ball established the Ball Foundation in 1975 with the purpose of discovering and developing human potential. The Ball Foundation serves thousands of individuals and families by conducting research on human aptitudes and creating tests that help people make informed college and career choices that align with their talents and interests. By West Chicago's supporting Ball's investment in Illinois, Ball can continue to support these efforts and help make our communities a better place.

- Employment

Ball also has additional positive impacts on the West Chicago community. Ball is a stable, well-established company that provides a variety of stable, high quality jobs. Many of Ball's employees live in West Chicago and the surrounding communities. Ball is proposing to hire 25 new employees to operate out of the West Chicago office. These will be high quality jobs with growth potential, allowing people to express themselves and be put in a position where they can truly utilize their talents. Ball offers competitive wages and benefits.

- Investment

Furthermore, Ball supports local businesses through purchases of supplies, equipment and hiring of various contractors. This will have a rippling effect through the local economy as those employees buy homes, cars, visit restaurants and make discretionary purchases.

**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, WEST CHICAGO PARK DISTRICT AND BALL
HORTICULTURAL COMPANY IN REGARD TO A PROPERTY TAX ABATEMENT
RELATIVE TO THE REDEVELOPMENT OF THE BALL HORTICULTURAL
COMPANY 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”), the WEST CHICAGO PARK DISTRICT, an Illinois park district (“PARK DISTRICT”), and BALL HORTICULTURAL COMPANY, an Illinois corporation (“DEVELOPER”). The CITY, the AIRPORT, the LIBRARY, the FIRE PROTECTION DISTRICT, the ELEMENTARY SCHOOL DISTRICT, the HIGH SCHOOL DISTRICT, the PARK DISTRICT, and the DEVELOPER are sometimes individually referred to herein as a “Party” and collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, DEVELOPER is a global leader in the horticulture industry; and

WHEREAS, DEVELOPER owns approximately 59 acres of land located at 622

Town Road, 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 Subject Property serves as DEVELOPER's international headquarters, and is also improved with horticultural facilities including offices, an operations center, greenhouses, a Helix facility, and other improvements; and

WHEREAS, DEVELOPER desires to continue its presence in the City of West Chicago, to expand upon its use of the Subject Property and to continue to invest in its global business in the City of West Chicago; and

WHEREAS, specifically, Developer desires to substantially redevelop the Subject Property so as to expand and replace existing facilities and improvements, and construct an advanced research and development facility as depicted and described in EXHIBITS B-1 and B-2, respectively, attached hereto and a part hereof (together, the “Redevelopment Project”); and

WHEREAS, DEVELOPER has budgeted the cost of the Redevelopment Project in an amount no less than Twenty Million (\$20,000,000.00) Dollars; and

WHEREAS, in order to induce the DEVELOPER to proceed with the Redevelopment Project, the CITY, the AIRPORT, the LIBRARY, the FIRE PROTECTION DISTRICT, the ELEMENTARY SCHOOL DISTRICT, the HIGH SCHOOL DISTRICT, and the PARK 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 Redevelopment 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 refraining from taking any actions, either directly or indirectly, to lower the equalized assessed valuation of the Subject Property below the Anticipated Assessed Values for the Subject Property; and

WHEREAS, by providing the Tax Abatement, in exchange for the DEVELOPER agreeing to refrain from taking any actions, either directly or indirectly, to lower the equalized assessed valuation of the Subject Property below 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 the UNITS OF GOVERNMENT anticipate 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., the Abatement Law, 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 satisfaction 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. Retain ownership or control over the Subject Property during the term of this Agreement;
 - B. Construct and operate the Redevelopment Project on the Subject Property substantially in accordance with EXHIBITS B-1 and B-2;
 - C. Obtain certificates of occupancy, or final approvals, for the Redevelopment Project from all governmental entities having jurisdiction over the design and construction of the Redevelopment Project, on or before December 31, 2021. The date the DEVELOPER receives the last of the certificates of occupancy or final approvals for the Redevelopment 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. If the Redevelopment Project is substantially completed on or before December 31, 2021, but final certificates of occupancy have not yet been issued, the deadline for obtaining certificates of occupancy shall be extended as reasonably necessary to afford the Parties their respective benefits under this Agreement
 - 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.A. 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 Redevelopment 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 Redevelopment Project located thereon, for the full calendar year after the calendar year in which the Commencement Date occurs, which real estate taxes are payable in the year thereafter, even if the full 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 Redevelopment 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, or resolution, attached hereto as EXHIBIT D and made a part hereof (“Abatement Ordinance / Resolution”), and send a certified copy of the Abatement Ordinance / Resolution to the DuPage County Clerk (“Clerk”), with such changes to the Abatement Ordinance / Resolution being made to tailor the Abatement Ordinance / Resolution to the specific ordinance, or resolution, 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 Redevelopment 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. If the process for administering the Tax Abatement as described in EXHIBIT E is changed after the Effective Date, the Parties shall update EXHIBIT E to reflect the new process, which update may occur upon agreement of the chief administrative officers of each of the UNITS OF GOVERNMENT and the DEVELOPER. 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 or its tenant ceases operating the Project on the Subject Property, or if the DEVELOPER breaches any of its obligations under Section 4.A., the UNITS OF GOVERNMENT shall provide written notice of such cessation (a "Default Notice") to the DEVELOPER. If the DEVELOPER does not recommence operation of the Redevelopment Project within thirty (30) days of the DEVELOPER's receipt of a Default Notice, or if the DEVELOPER does not cure the breach of its obligations under Section 4.A. within thirty (30) days of the DEVELOPER's receipt of a Default Notice, then the UNITS OF GOVERNMENT may elect, by written notice to the DEVELOPER delivered following such thirty (30) day period, to terminate this Agreement (a "Termination"), whereupon the DEVELOPER shall reimburse the UNITS OF GOVERNMENT the Tax Abatement as follows:

1. If a Termination occurs within the first five (5) years after 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 a Termination occurs within the second five (5) years after the Commencement Date, 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, until ten (10) years after the

Commencement Date. 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, and shall not permit or allow any of its affiliates or employees, to challenge, contest, or seek a reduction in, or assert tax-exempt status in relation to, the real estate taxes assessed against the Subject Property, including the Redevelopment Project located thereon, below the Anticipated Assessed Values, as shown on EXHIBIT C;
 -)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 Redevelopment Project located thereon, below the Anticipated Assessed Values, as shown on EXHIBIT C; and
 -)3(to not file, participate in, or allow any of its affiliates or employees to file or participate in a tax rate objection, contest or other challenge to the taxes and/or levies of the taxing districts authorized by law to levy property taxes against the Subject Property, including the Redevelopment Project located thereon, below the Anticipated Assessed Values, as shown on EXHIBIT C.
- C. The sole 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 (1) the actual real estate taxes payable with respect to the Subject Property, including the Redevelopment Project located thereon, resulting from any such

successful challenge, contest, or reduction of or exemption from real estate taxes assessed against the Subject Property, including the Redevelopment Project located thereon, below the Anticipated Assessed Values, as shown on EXHIBIT C, and (2) the lesser of (a) the amount of real estate taxes that would have been due and owing on the Subject Property, including the Redevelopment Project located thereon, for such year, after the Tax Abatement for such year, had such successful challenge contest, or reduction of or exemption from real estate taxes assessed against the Subject Property not occurred, and (b) 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 written notice from any one (1) of the UNITS OF GOVERNMENT.

- D. The DEVELOPER agrees to not pursue, permit or allow any of its affiliates or employees to agree to, pursue or permit the disconnection or detachment of the Subject Property from any 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, or a "Memorandum" of 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 / Resolution, 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, becomes null and void or otherwise becomes invalid, then (i) such UNIT OF GOVERNMENT's obligations hereunder shall cease and no further obligations of any sort shall be required of the UNIT OF GOVERNMENT, and (ii) the DEVELOPER's obligations to such UNIT OF GOVERNMENT hereunder (including, without limitation, DEVELOPER's obligations to such UNIT OF GOVERNMENT under Section 3.B.) shall cease as of the date on which any such UNIT OF GOVERNMENT's authority under the Abatement Law to carry out its obligation in this Agreement is repealed, becomes null and void or otherwise becomes invalid. The DEVELOPER shall have no recourse against the affected UNIT OF GOVERNMENT(s) in such event and such affected UNIT(s) OF GOVERNMENT shall have no recourse against the DEVELOPER.

- 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 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 / Resolutions 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 third-party claims, demands, suits, damages, liabilities, losses, expenses, and judgments against any UNITS OF GOVERNMENT Affiliates resulting from the DEVELOPER's breach of its obligations hereunder. 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 to any such third party, 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 reasonable costs and expenses of which shall be paid by the DEVELOPER.

N. The DEVELOPER shall maintain the Subject Property, and operate the Project, in compliance with all Federal, State, County, and UNITS OF GOVERNMENT laws, ordinances, resolutions, rules and regulations.

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
Attn: 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
Attn: President

With copies to:

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

Peregrine, Stime, Newman,
Ritzman, & Bruckner, Ltd.
221 East Illinois Street
Wheaton, Illinois 60187
Attn: Mark Ritzman

C. If to the ELEMENTARY SCHOOL DISTRICT:

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

With copies to:

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

Robbins Schwartz
55 W. Monroe Street, Suite 800
Chicago, Illinois 60603
Attn: Kenneth M. Florey

E. If to the DUPAGE AIRPORT AUTHORITY:

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

With copies to

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

Schirott, Luetkehans & Garner, LLC
105 E. Irving Park Rd.
Itasca, Illinois 60143
Attn: Phillip A. Luetkehans

D. If to the HIGH SCHOOL DISTRICT:

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

With copies to:

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

Hauser, Izzo, Petrarca, Gleason
& Stillman, LLC
19730 Governors Hwy, Suite 10
Flossmor, Illinois 60422
Attn: John Izzo

F. If to the DEVELOPER:

Ball Horticultural Company
622 Town Road
West Chicago, IL 60185
Attn: Todd Frauendorfer

With a copy to:

Ice Miller
2300 Cabot Drive, Suite 455
Lisle, IL 60532-4613
Attn: Michael Roth

G. If to the FIRE PROTECTION DISTRICT:

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

With copies to:

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

Ottosen Britz Kelly Cooper Gilbert
& DiNolfo, Ltd.
1804 N. Naper Boulevard #350
Naperville, Illinois 60563
Attn: Joseph Miller

H. If to the PARK DISTRICT:

West Chicago Park District
201 W. National Street
West Chicago, Illinois 60185
Attn: President

With copies to:

West Chicago Park District
201 W. National Street
West Chicago, Illinois 60185
Attn: Executive Director

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 eight (8) 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 executes 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; the PARK DISTRICT, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Commissioners, 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

BALL HORTICULTURAL COMPANY

By: _____
_____, Chairman

By: _____
Todd Frauendorfer, Treasurer

ATTEST:

ATTEST:

_____, Secretary

_____, _____

Dated: _____

Dated: _____

WEST CHICAGO FIRE PROTECTION DISTRICT

By: _____
_____, President

ATTEST:

_____, Secretary

Dated: _____

WEST CHICAGO PARK 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 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 _____ () SS
COUNTY OF _____ ()

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Todd Frauendorfer, personally known to me to be the Treasurer of the Ball Horticultural Company, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Todd Frauendorfer, appeared before me this day in person and severally acknowledged that, as such Treasurer, he signed and delivered the signed instrument, pursuant to authority given by Ball Horticultural Company, as his free and voluntary act, and as the free and voluntary act and deed of said Ball Horticultural Company, 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

Subject Property Identification and Legal Descriptions

Common Addresses:

622 Town Road
West Chicago, Illinois 60185

and also identified as

1017 Roosevelt Road
West Chicago, Illinois 60185

Parcel Index Numbers:

04-09-301-007
04-09-301-008
04-09-301-009
04-09-301-010
04-09-301-011
04-09-301-012
04-09-301-013

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN IN WINFIELD TOWNSHIP, DUPAGE COUNTY, ILLINOIS AND FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY AND THE WESTERN RIGHT-OF-WAY OF TOWN ROAD, SOUTHERLY ALONG THE WESTERN RIGHT-OF-WAY OF TOWN ROAD A DISTANCE OF 2,340.22 FEET; THENCE WESTERLY (AT AN INTERNAL ANGLE OF 91 DEGREES 33 MINUTES 23 SECONDS) A DISTANCE OF 624.24 FEET TO THE NORTHERN RIGHT-OF-WAY OF ROOSEVELT ROAD; THENCE NORTHWESTERLY ALONG THE NORTHERN RIGHT-OF-WAY OF ROOSEVELT ROAD A DISTANCE OF 455.27 FEET TO THE EASTERN PROPERTY LINE OF THE COMMONWEALTH EDISON COMPANY TRANSMISSION CORRIDOR; THENCE NORTHERLY ALONG THE COMMONWEALTH EDISON COMPANY TRANSMISSION CORRIDOR PROPERTY LINE A DISTANCE OF 1,499.06 FEET; THENCE NORTHEASTERLY ALONG THE SOUTHERN RIGHT-OF-WAY OF THE BURLINGTON NORTHERN & SANTA FE RAILWAY A DISTANCE OF 1,065.72 FEET TO THE POINT OF BEGINNING.

Parcel Index Numbers:

04-16-100-004

04-16-100-005

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF ROOSEVELT ROAD AS WIDENED BY CONDEMNATION CASE 81ED-21, IN DUPAGE COUNTY, ILLINOIS.

Parcel Index Number:

04-09-308-023

LOTS 13 THROUGH 22 IN. BLOCK 5 AND LOTS 4, 5, 6, AND 7 IN BLOCK 4, ALL IN ALTA VISTA GARDENS, A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1927 AS DOCUMENT 237267, IN DUPAGE COUNTY, ILLINOIS. THAT PART OF VACATED STIMMEL STREET LYING SOUTH OF AND ADJOINING LOT SEVEN IN BLOCK 4 AND NORTH OF AND ADJOINING LOT 22 IN BLOCK 5 AND BETWEEN LINES DRAWN FROM THE SOUTHWEST CORNER OF SAID LOT 7 TO THE NORTHWEST CORNER OF SAID LOT 22 AND FROM THE SOUTHEAST CORNER OF SAID LOT 7 TO THE NORTH EAST CORNER OF SOUTH LOT 22, ALL IN ALTA VISTA GARDENS, A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH., RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1927 AS DOCUMENT 237267, IN DUPAGE COUNTY, ILLINOIS, SAID PORTIONS OF STREET HAVING BEEN VACATED BY ORDINANCE PASSED AND APPROVED NOVEMBER 17, 1958 A COPY OF WHICH WAS RECORDED APRIL 26, 1961 AS DOCUMENT R61-4306, IN DUPAGE COUNTY, ILLINOIS.

Parcel Index Numbers:

04-08-402-005

04-09-301-001

THAT PART OF SECTIONS 8 AND 9, TOWNSHIP 39 NORTH. RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID SECTION 8 WITH THE CENTER LINE OF ROOSEVELT ROAD (SAID CENTERLINE BEING A LINE 50.0

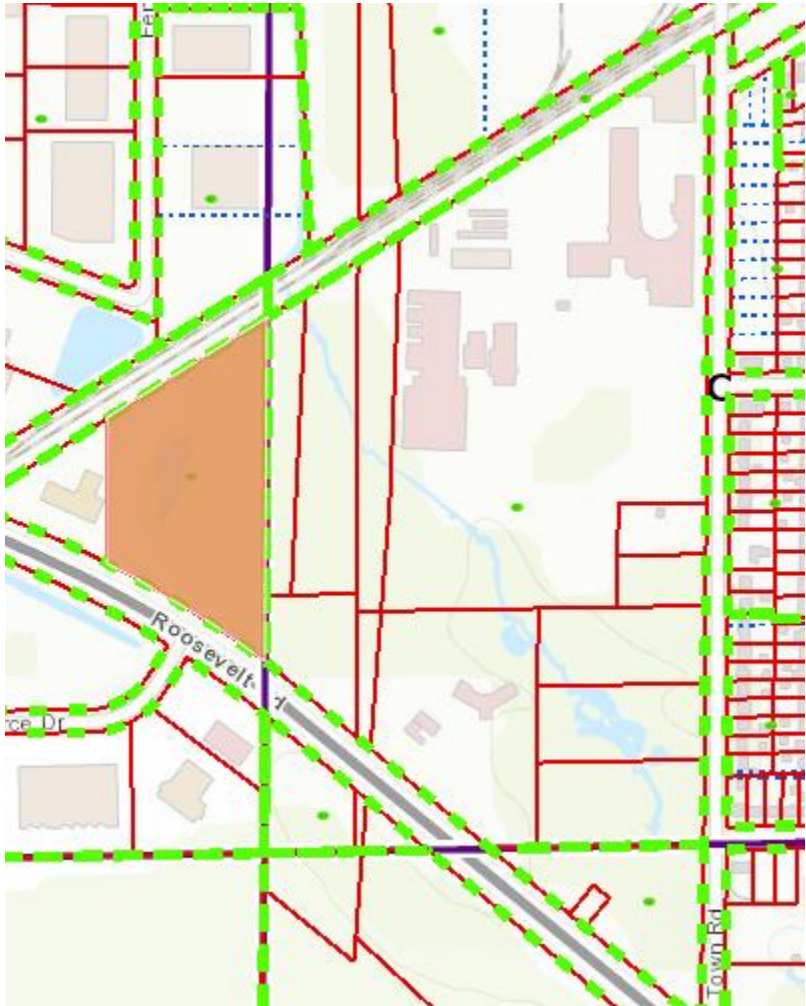
FEET NORTHERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID ROAD AS WIDENED AND RELOCATED BY PLAT OF DEDICATION RECORDED AUGUST 24, 1932 AS DOCUMENT 328847) AND RUNNING THENCE NORTHWESTERLY ON SAID CENTERLINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 3203.32 FEET, AN ARC DISTANCE OF 552.58 FEET, TO THE SOUTHEAST CORNER OF ADRIAN'S SUBDIVISION (PLAT DOCUMENT R81-48534) THENCE NORTH 00 DEGREES 51 MINUTES EAST ALONG THE EAST LINE OF SAID ADRIAN'S SUBDIVISION AND ALSO PARALLEL WITH THE EAST LINE OF SAID SECTION 491.71 FEET TO THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID ADRIAN'S SUBDIVISION THENCE NORTH 58 DEGREES 38 MINUTES EAST ON SAID LINE 687.95 FEET TO THE WEST LINE OF THE RIGHT-OF-WAY OF THE COMMONWEALTH EDISON COMPANY (FORMALLY PUBLIC SERVICE COMPANY) AS DESCRIBED IN DEED RECORDED SEPTEMBER 23, 1926 AS DOCUMENT 221874; THENCE SOUTH 02 DEGREES 56 MINUTES WEST ON SAID WEST LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT-OF-WAY 599.35 FEET TO AN ANGLE AND SAID WEST LINE; AND CONTINUING ON SAID WEST LINE SOUTH 05 DEGREES 08 MINUTES WEST 281.11 FEET TO A JOG WEST IN SAID THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY; THENCE SOUTH 89 DEGREES 30 MINUTES WEST 74.0 FEET TO THE EAST LINE OF SAID SECTION 8; THENCE SOUTH 00 DEGREES 51 MINUTES WEST ON SAID SECTION LINE 274.94 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE SOUTHWEST 60 FEET AS MEASURED RADIAL AND NORMAL TO THE CENTERLINE OF ROOSEVELT ROAD TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE 81 ED 18), IN THE CITY OF WEST CHICAGO, DUPAGE COUNTY, ILLINOIS.

EXHIBIT A-2

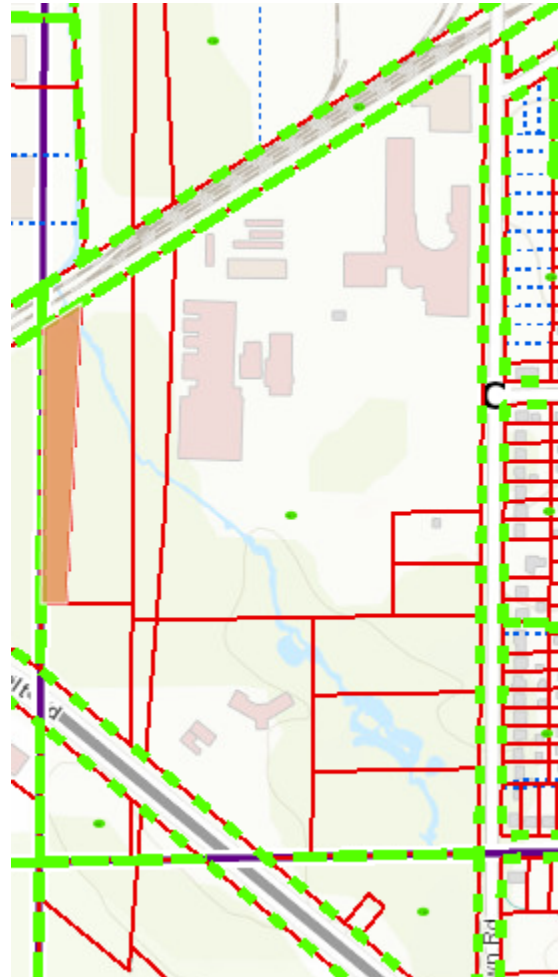
Depictions of Subject Property Parcels

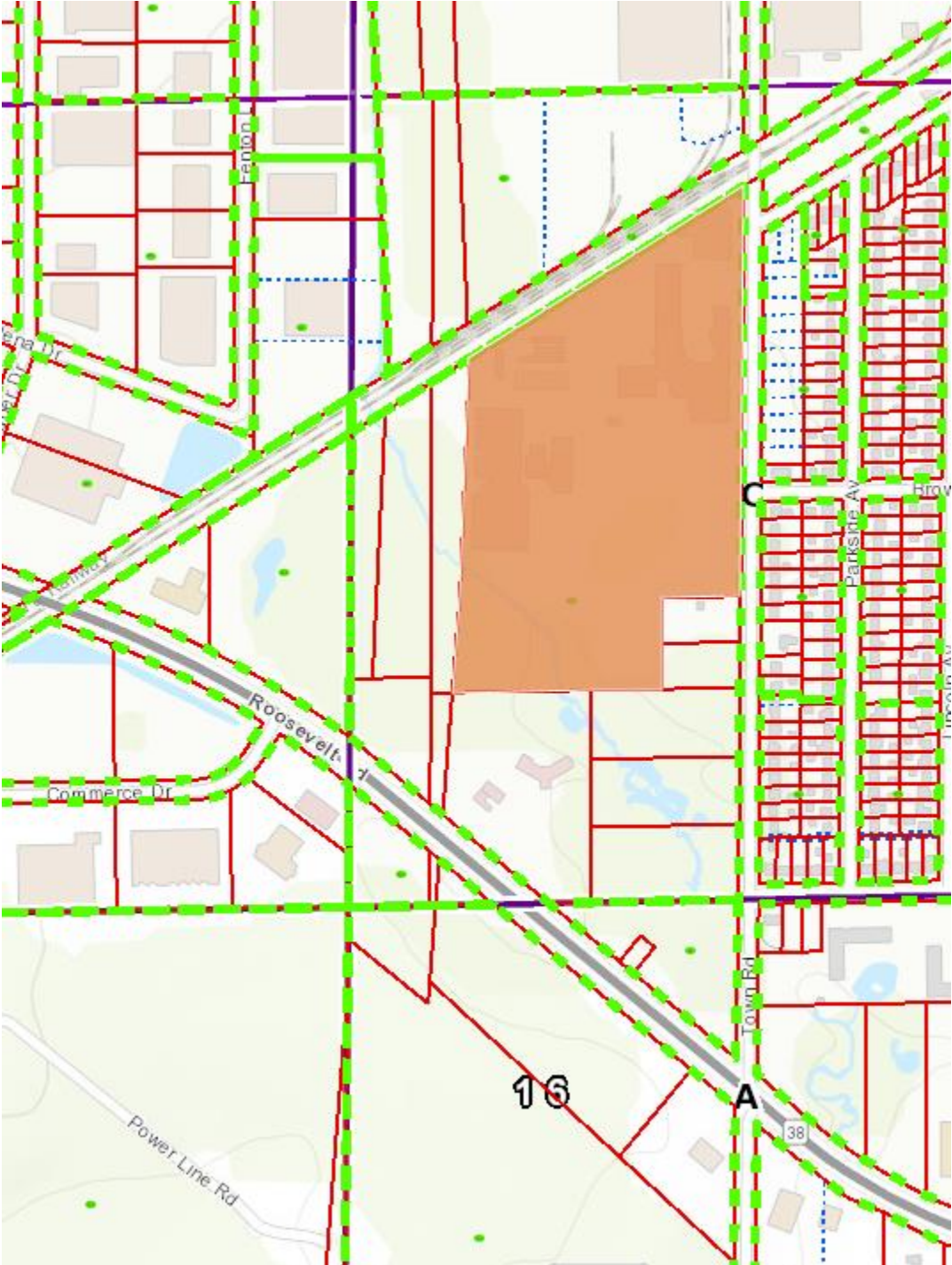
(attached)

04-08-402-005

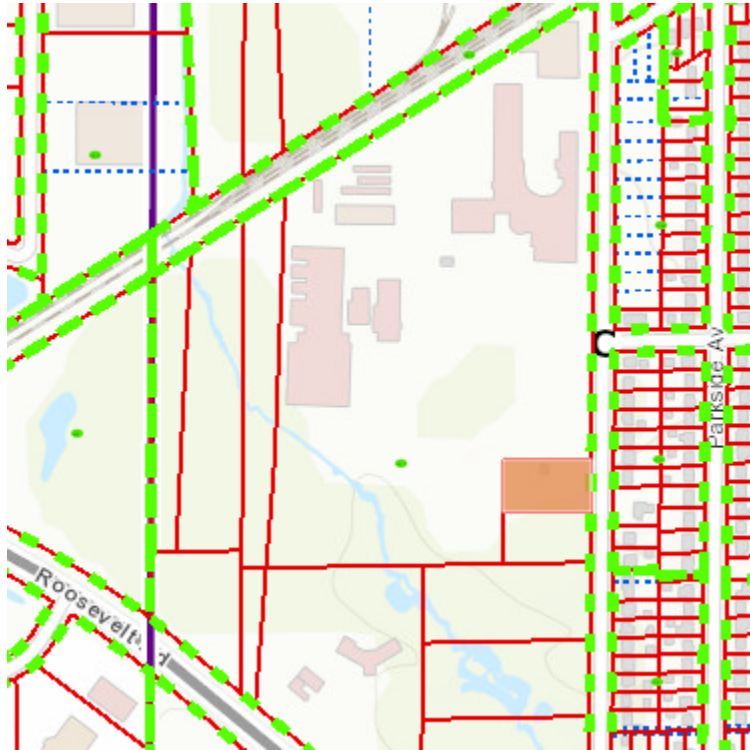


04-09-301-001

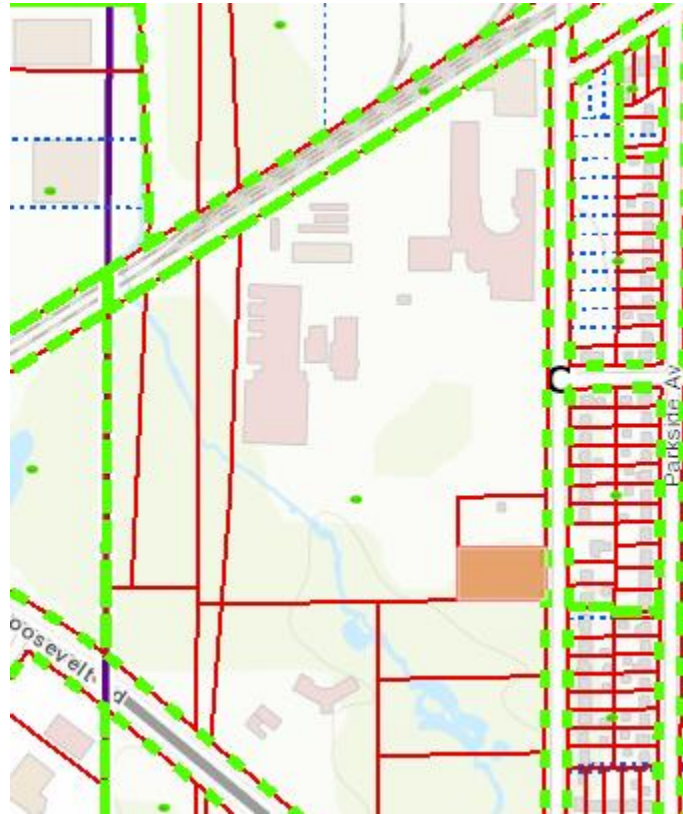




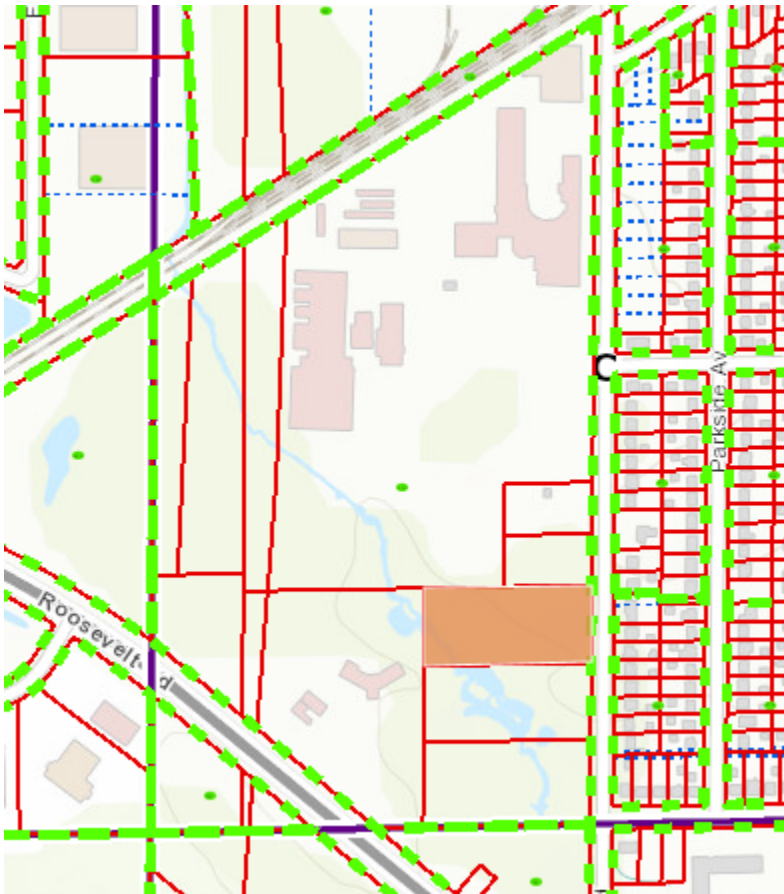
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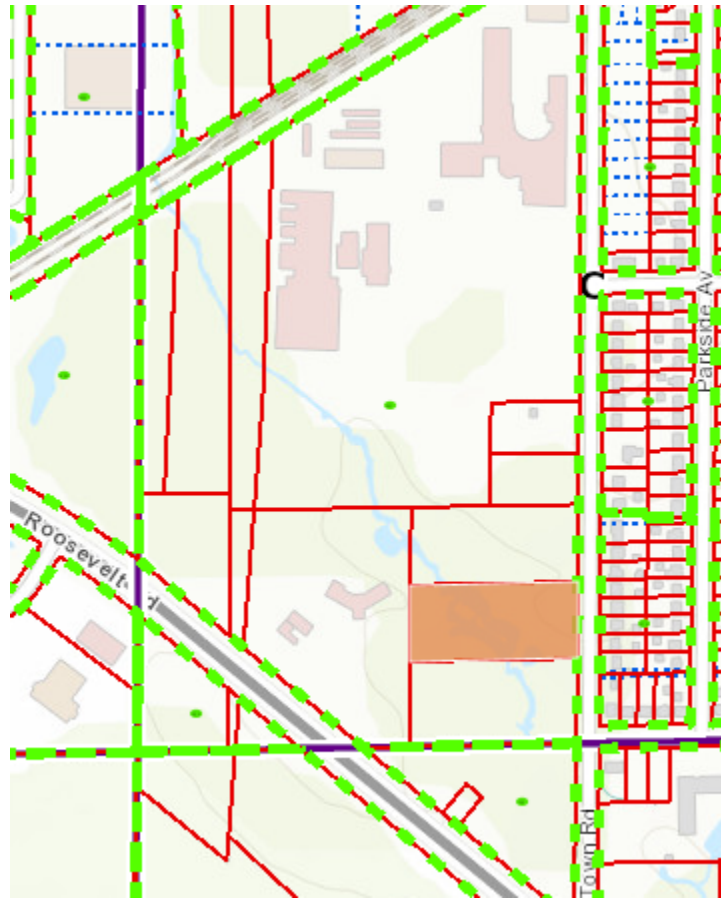
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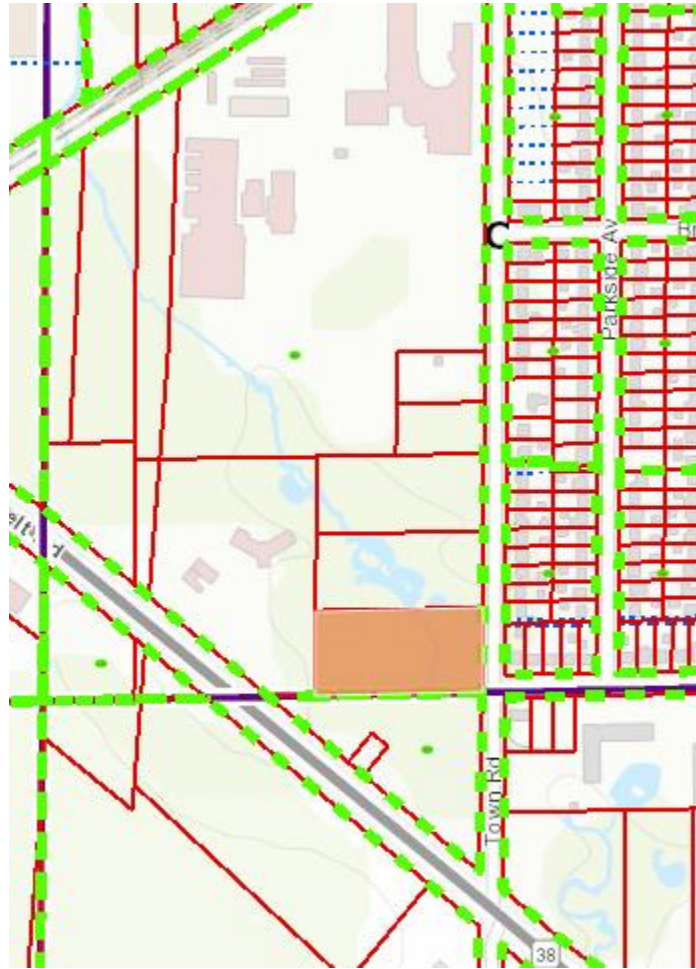
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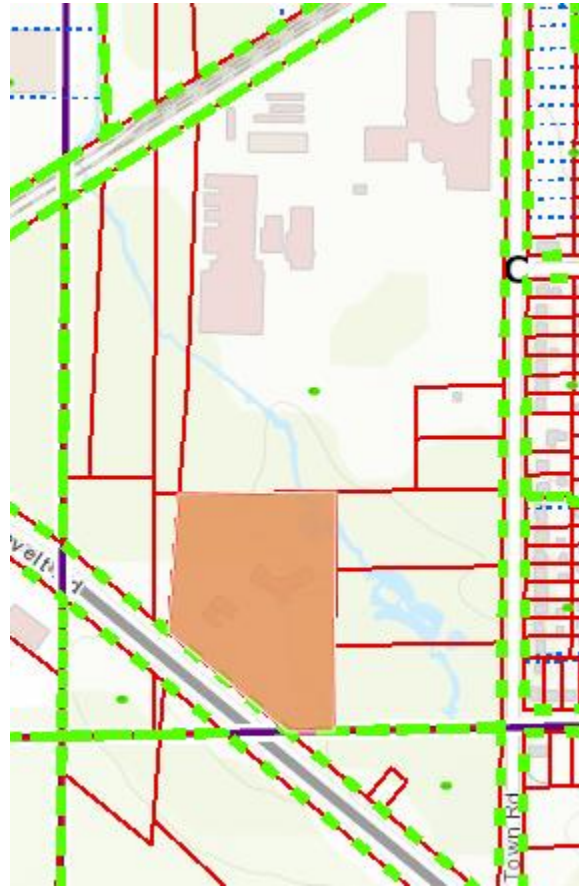
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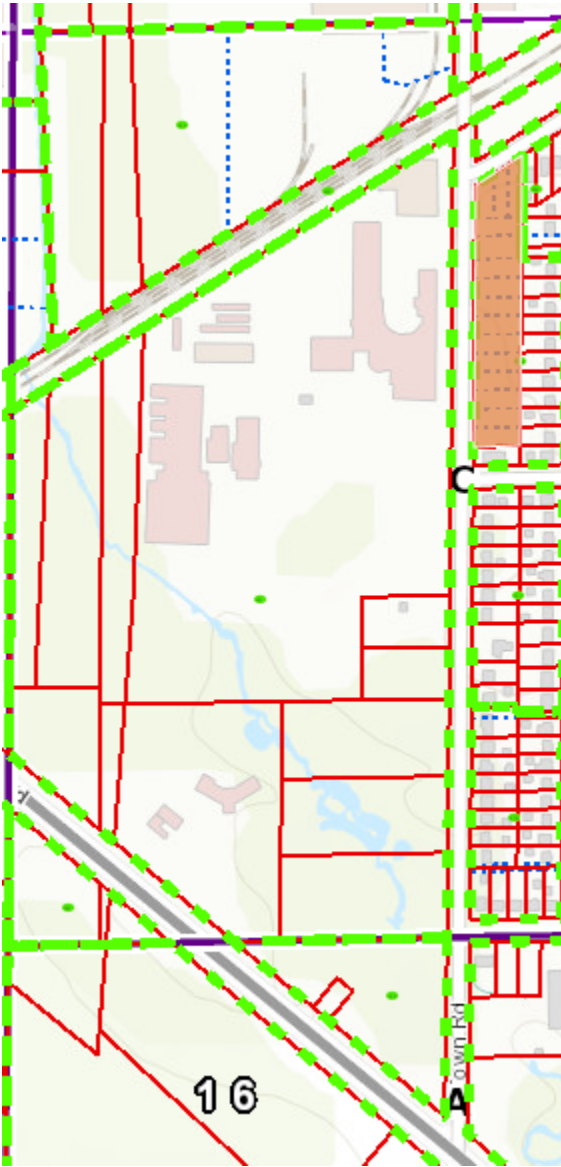
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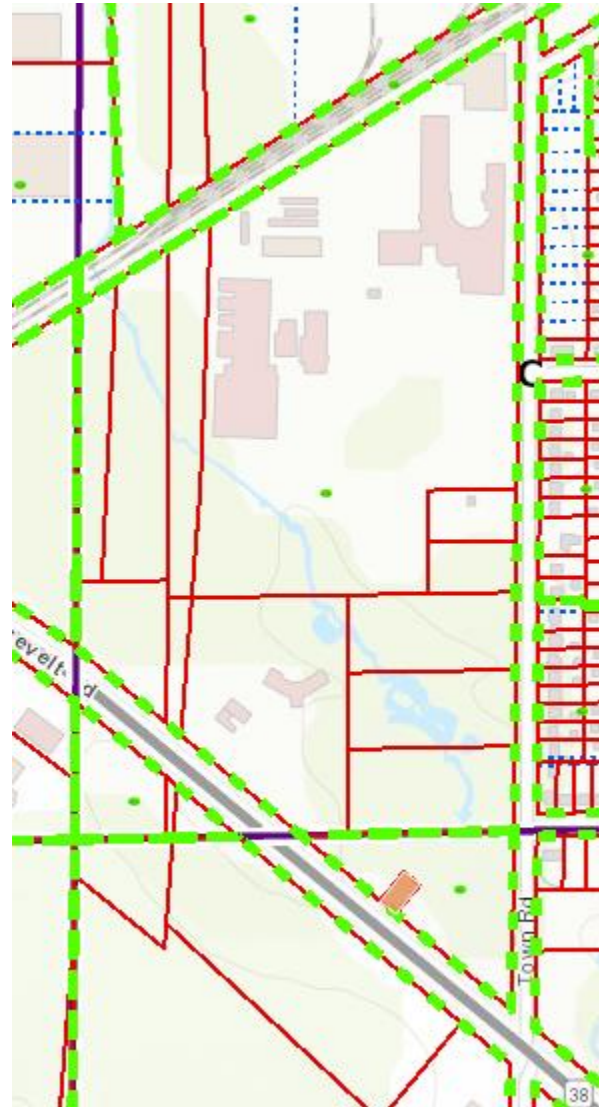
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04-09-308-023



04-16-100-004



04-16-100-005

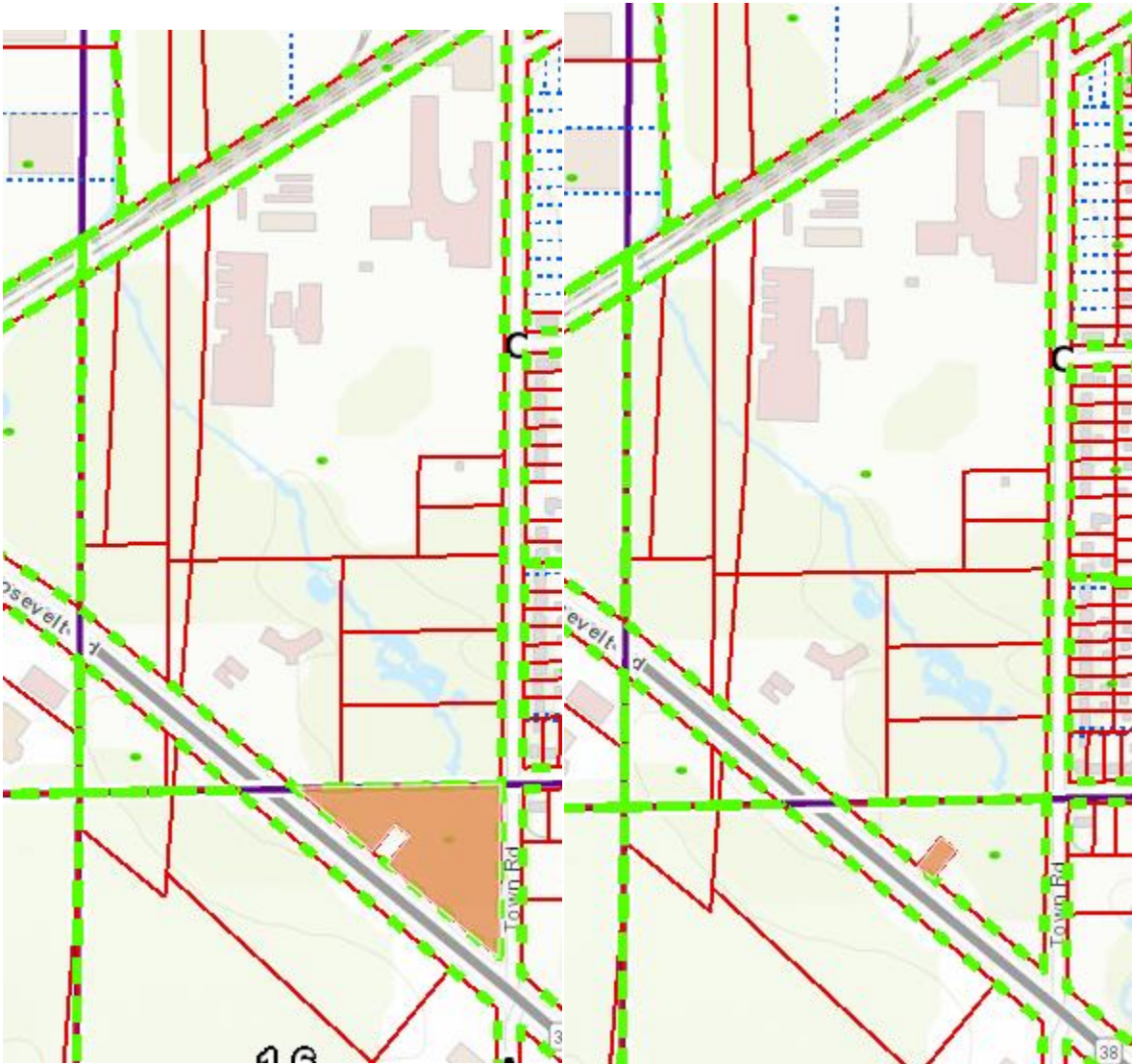


EXHIBIT B-1

Project Site Plan

(attached)



INDEX:

1. EXISTING BUILDINGS TO BE DEMOLISHED
2. OPTIMAL LOCATION FOR PROPOSED NEW BUILDINGS TO BE DEMOLISHED
3. DEMOLITION OF EXISTING BUILDINGS TO BE DEMOLISHED
4. PROPOSED NEW BUILDINGS TO BE DEMOLISHED
5. PROPOSED NEW BUILDINGS TO BE DEMOLISHED
6. PROPOSED NEW BUILDINGS TO BE DEMOLISHED
7. PROPOSED NEW BUILDINGS TO BE DEMOLISHED
8. PROPOSED NEW BUILDINGS TO BE DEMOLISHED
9. PROPOSED NEW BUILDINGS TO BE DEMOLISHED
10. PROPOSED NEW BUILDINGS TO BE DEMOLISHED



MASTER CONCEPTUAL SITE PLANNING

SITE DATA:
 LOCATION: 1000 S. MICHIGAN, CHICAGO, IL 60605
 PREPARED BY: [Firm Name]
 DATE: [Date]

BALL WEST CHICAGO MASTER SITE PLAN

EXHIBIT B-2

Project Description

To maintain its competitive advantage, Ball is exploring the potential of building an advanced research and development facility in West Chicago, Illinois or at one of its existing R&D facilities in Elburn, IL; Guadalupe, CA, Santa Paula, CA or one of its global locations. The advanced R&D facility will leverage new technologies that were pioneered in agriculture, medical or other fields to develop new flower and plant varieties and explore more functional uses of plants. Additional goals are to innovate, increase efficiencies and improve the speed of bringing new developments to market.

If the project is located in West Chicago, Ball would build several new structures including the advanced R&D facility. To accomplish this several structures would be modified, relocated or demolished. The total capital investment is estimated at approximately \$22-\$25 million in the form of new construction, existing site improvements, demolition and equipment purchases. A preliminary conceptual site plan showing the proposed changes to our West Chicago facilities is attached.

Ball estimates its capital improvement costs as:

- Site improvements: \$2.5 million
- Building Construction: \$17 million for Innovation Center; \$1.5 million to relocate greenhouses
- Equipment and Machinery Purchases: \$2.6 million
- Demolition costs: \$400,000

If the project is located in West Chicago, Ball also expects to hire approximately twenty-five (25) new full time employees with an average total compensation of \$80,000, excluding the value of benefits. Ball recently added a Chief Technology Officer ("CTO") to assist with the site selection process and be involved with the design. Access to talent, proximity to other researchers, growers and distribution channels, cost of construction, and state and local support are among critical site selection criteria.

Specifically, our plan would be to hire at the west Chicago facility, between now and two years after completing the new facility, the following:

- One (1) Chief Technology Officer at an average annual wage of \$300,000+ (already hired).
- Seven (7) Breeding & Plant Researchers at an average annual wage of \$106,000 for a total annual job payroll of \$742,000.
- Nine (9) Breeding & Plant Assistants/Technicians at an average annual wage of \$55,000 for a total annual job payroll of \$ 495,000.
- Eight (8) Office/Clerical workers at an average annual wage of \$40,000 for a total annual job payroll of \$320,000

- Total: Twenty-five (25) jobs with a total annual job payroll of \$1,857,000.

EXHIBIT C

Anticipated Assessed Values

<u>Year</u>	<u>Anticipated Assessed Valuation</u>
Year 1	\$2,918,586
Year 2	9,002,480
Year 3	9,002,480
Year 4	9,002,480
Year 5	9,002,480
Year 6	9,002,480
Year 7	9,002,480
Year 8	9,002,480
Year 9	9,002,480
Year 10	9,002,480
Year 11	9,002,480
Year 12	9,002,480
Year 13	9,002,480
Year 14	9,002,480
Year 15	<u>9,002,480</u>
Total	\$128,953,306

EXHIBIT D

Abatement Ordinance / Resolution

(attached)

[ORDINANCE / RESOLUTION] 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, West Chicago Park District and Ball Horticultural Company in Regard to a Property Tax Abatement Relative to the Development of the Ball Horticultural Company 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 / RESOLVED] [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 / Resolution] 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 / Resolution] 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 / Resolution] and cause a certified copy of the same to be filed with the County Clerk of DuPage County, Illinois.

Section 5. This [Ordinance / Resolution] shall be in full force and effect upon its adoption and publication.

[PASSED / ADOPTED] this _____ day of _____, 20__ by a majority vote of 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)

Common Addresses:

622 Town Road
West Chicago, Illinois 60185

and also identified as

1017 Roosevelt Road
West Chicago, Illinois 60185

Parcel Index Numbers:

- 04-09-301-007
- 04-09-301-008
- 04-09-301-009
- 04-09-301-010
- 04-09-301-011
- 04-09-301-012
- 04-09-301-013

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN IN WINFIELD TOWNSHIP, DUPAGE COUNTY, ILLINOIS AND FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY AND THE WESTERN RIGHT-OF-WAY OF TOWN ROAD, SOUTHERLY ALONG THE WESTERN RIGHT-OF-WAY OF TOWN ROAD A DISTANCE OF 2,340.22 FEET; THENCE WESTERLY (AT AN INTERNAL ANGLE OF 91 DEGREES 33 MINUTES 23 SECONDS) A DISTANCE OF 624.24 FEET TO THE NORTHERN RIGHT-OF-WAY OF ROOSEVELT ROAD; THENCE NORTHWESTERLY ALONG THE NORTHERN RIGHT-OF-WAY OF ROOSEVELT ROAD A DISTANCE OF 455.27 FEET TO THE EASTERN PROPERTY LINE OF THE COMMONWEALTH EDISON COMPANY TRANSMISSION CORRIDOR; THENCE NORTHERLY ALONG THE COMMONWEALTH EDISON COMPANY TRANSMISSION CORRIDOR PROPERTY LINE A DISTANCE OF 1,499.06 FEET; THENCE NORTHEASTERLY ALONG THE SOUTHERN RIGHT-OF-WAY OF THE BURLINGTON NORTHERN & SANTA FE RAILWAY A DISTANCE OF 1,065.72 FEET TO THE POINT OF BEGINNING.

Parcel Index Numbers:

- 04-16-100-004
- 04-16-100-005

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF ROOSEVELT ROAD AS WIDENED BY CONDEMNATION CASE 81ED-21, IN DUPAGE COUNTY, ILLINOIS.

Parcel Index Number:

04-09-308-023

LOTS 13 THROUGH 22 IN. BLOCK 5 AND LOTS 4, 5, 6, AND 7 IN BLOCK 4, ALL IN ALTA VISTA GARDENS, A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1927 AS DOCUMENT 237267, IN DUPAGE COUNTY, ILLINOIS. THAT PART OF VACATED STIMMEL STREET LYING SOUTH OF AND ADJOINING LOT SEVEN IN BLOCK 4 AND NORTH OF AND ADJOINING LOT 22 IN BLOCK 5 AND BETWEEN LINES DRAWN FROM THE SOUTHWEST CORNER OF SAID LOT 7 TO THE NORTHWEST CORNER OF SAID LOT 22 AND FROM THE SOUTHEAST CORNER OF SAID LOT 7 TO THE NORTH EAST CORNER OF SOUTH LOT 22, ALL IN ALTA VISTA GARDENS, A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH., RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1927 AS DOCUMENT 237267, IN DUPAGE COUNTY, ILLINOIS, SAID PORTIONS OF STREET HAVING BEEN VACATED BY ORDINANCE PASSED AND APPROVED NOVEMBER 17, 1958 A COPY OF WHICH WAS RECORDED APRIL 26, 1961 AS DOCUMENT R61-4306, IN DUPAGE COUNTY, ILLINOIS.

Parcel Index Numbers:

04-08-402-005

04-09-301-001

THAT PART OF SECTIONS 8 AND 9, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID SECTION 8 WITH THE CENTER LINE OF ROOSEVELT ROAD (SAID CENTERLINE BEING A LINE 50.0 FEET NORTHERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID ROAD AS WIDENED AND RELOCATED BY PLAT OF DEDICATION RECORDED AUGUST 24, 1932 AS DOCUMENT 328847) AND RUNNING THENCE NORTHWESTERLY ON SAID CENTERLINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 3203.32 FEET, AN ARC DISTANCE OF 552.58 FEET, TO THE SOUTHEAST CORNER OF ADRIAN'S SUBDIVISION (PLAT DOCUMENT R81-48534) THENCE NORTH 00 DEGREES 51 MINUTES EAST ALONG THE EAST LINE OF SAID ADRIAN'S SUBDIVISION AND ALSO PARALLEL WITH THE EAST LINE OF SAID SECTION 491.71 FEET TO THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID ADRIAN'S SUBDIVISION THENCE NORTH 58 DEGREES 38 MINUTES EAST ON SAID LINE 687.95 FEET TO THE WEST LINE OF THE RIGHT-OF-WAY OF THE COMMONWEALTH EDISON COMPANY (FORMALLY PUBLIC SERVICE COMPANY) AS DESCRIBED IN DEED RECORDED SEPTEMBER 23, 1926 AS DOCUMENT 221874; THENCE SOUTH 02 DEGREES 56 MINUTES WEST ON SAID WEST LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT-OF-WAY 599.35 FEET TO AN ANGLE AND SAID WEST LINE; AND CONTINUING ON SAID WEST LINE SOUTH 05 DEGREES 08 MINUTES WEST 281.11 FEET TO A JOG WEST IN SAID THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY; THENCE SOUTH 89 DEGREES 30 MINUTES WEST 74.0 FEET TO THE EAST LINE OF SAID SECTION 8; THENCE SOUTH 00 DEGREES 51 MINUTES WEST ON SAID SECTION LINE 274.94 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE SOUTHWEST 60 FEET AS MEASURED RADIAL AND NORMAL TO THE CENTERLINE OF ROOSEVELT ROAD TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE 81 ED 18), IN THE CITY OF WEST CHICAGO, DUPAGE COUNTY, 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, West Chicago Park District And Ball Horticultural Company In Regard To A Property Tax Abatement Relative To The Development Of The Ball Horticultural Company 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 / Resolution, and send a certified copy of its Abatement Ordinance / Resolution 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).

Ball Horticultural Company Real Estate Tax Abatement Estimate

\$25M new investment

		Market Value	Land AV	Improvement AV	Assessed Value	Annual Tax Before Abatement	Percent Abatement	Adjusted Tax Rate	Annual Tax After Abatement	Annual Abatement Savings	Cumulative Abatement Savings
Year 1	2019 payable 2020	8,755,758	709,086	2,209,500	2,918,586	\$318,873.03	0%	10.9256	\$318,873.03	\$0.00	0
Year 2	2020 payable 2021	27,007,440	709,086	8,293,394	9,002,480	\$983,574.96	50%	5.90925	\$531,979.05	\$451,595.91	\$451,595.91
Year 3	2021 payable 2022	27,007,440	709,086	8,293,394	9,002,480	\$983,574.96	50%	5.90925	\$531,979.05	\$451,595.91	\$903,191.82
Year 4	2022 payable 2023	27,007,440	709,086	8,293,394	9,002,480	\$983,574.96	50%	5.90925	\$531,979.05	\$451,595.91	\$1,354,787.73
Year 5	2023 payable 2024	27,007,440	709,086	8,293,394	9,002,480	\$983,574.96	50%	5.90925	\$531,979.05	\$451,595.91	\$1,806,383.64
Year 6	2024 payable 2025	27,007,440	709,086	8,293,394	9,002,480	\$983,574.96	50%	5.90925	\$531,979.05	\$451,595.91	\$2,257,979.54
Year 7	2025 payable 2026	27,007,440	709,086	8,293,394	9,002,480	\$983,574.96	50%	5.90925	\$531,979.05	\$451,595.91	\$2,709,575.45
Year 8	2026 payable 2027	27,007,440	709,086	8,293,394	9,002,480	\$983,574.96	50%	5.90925	\$531,979.05	\$451,595.91	\$3,161,171.36
Year 9	2027 payable 2028	27,007,440	709,086	8,293,394	9,002,480	\$983,574.96	50%	5.90925	\$531,979.05	\$451,595.91	\$3,612,767.27
Year 10	2028 payable 2029	27,007,440	709,086	8,293,394	9,002,480	\$983,574.96	50%	5.90925	\$596,342.23	\$387,232.73	\$4,000,000.00
Total		251,822,720			83,940,907	\$9,171,047.69			\$5,171,047.69	\$4,000,000.00	\$4,000,000.00
Average		25,182,272			8,394,091	\$917,104.77			\$574,560.85	\$444,444.44	

1. Assume new capital investment results in no Land Value increase, 90% of existing improvement value remains, and \$17M new capital investment added.

2. Assume increased assessed value, equalization, and tax rates remain unchanged during the term of abatement.

COMMUNITY HIGH SCHOOL
District 94

MEMO

TO: Board of Education, Dr. Domeracki
FROM: Dave Blatchley
RE: Multi-Function Copier RFP
DATE: July 17, 2018

We currently utilize Canon copiers. We have two production machines and seven walk-up machines. The overall satisfaction with the quality of the Canon machines is quite high.

On July 6, 2018, we had a request for proposals due for our multi-function copiers. We had three bidders respond. The low bidder was Proven IT.

COPIER RFP 2018-2022

Lease and Service	Varioprint 140	6555i II / C7570i II
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<u>Proven IT</u>	\$227,884	Yes	Yes / Yes
<u>*Canon Solutions</u>	\$240,624	Yes	Yes / Yes
<u>Marco</u>	\$280,667	Yes	Yes / Yes

*Vendor dropped their price on 7/10/18 to \$228,576



Monochrome / Color

.00295 / .0295

.003 / .033

.00368 / .035



Lease Agreement

APPLICATION NO.

AGREEMENT NO.

18450 Crossing Drive, Suite D • Tinley Park, IL 60487 • Phone: 708.614.1770 • Fax: 708.614.1760

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to Proven Business Systems, LLC.

CUSTOMER INFORMATION

Form with fields: FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, EQUIPMENT LOCATION.

EQUIPMENT DESCRIPTION

Form with fields: MAKE/MODEL/ACCESSORIES, SERIAL NO. (2 - Canon Varioprint 140s, 2- Canon C7570i, 5- Canon 6555)

See the attached Schedule A

TERM AND PAYMENT SCHEDULE

48 Payments* of \$ 3406.17 The lease contract payment ("Payment") period is monthly unless otherwise indicated. *plus applicable taxes

END OF LEASE OPTIONS

You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing.

- 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.
1) Purchase the Equipment for \$1.00, or 2) Return the Equipment per paragraph 3.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Form for Lessor Acceptance: Proven Business Systems, LLC, SIGNATURE, TITLE, DATED

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

Form for Customer Acceptance: SIGNATURE, TITLE, DATED

FEDERAL TAX I.D. # PRINT NAME

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects.

Form for Acceptance of Delivery: SIGNATURE, TITLE, DATE OF DELIVERY

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us and will start on the date that you sign a certificate of acceptance of the Equipment. Transition Billing/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date, which shall be the 20th of each month. Unless otherwise stated in an addendum hereto, this Agreement will renew for 3-month term(s) unless you send us written notice between 90 and 150 days (before the end of any term) that you want to purchase or return the Equipment in accordance with this Agreement. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may increase the Payments to offset the loss of any tax benefits caused by your acts or omissions or a change in the applicable tax laws. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee of \$125.00, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence. We own the Equipment and you have the right to use the Equipment under the terms of this Agreement.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may do as provided in either (A) or (B), as follows: (A) obtain insurance on your behalf and you will pay us for any insurance premium and related charges on which we may make a profit; or (B) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and, if requested, to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. No such loss or damage shall relieve you of your payment obligations under this Agreement. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. Your executed counterpart, transmitted electronically or otherwise, which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

9. **WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.**

10. **LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

1. Acceptance by PBS of contract: References made to "pbs" shall mean Proven Business Systems. Machines sold by PBS are eligible for a service contract immediately upon the expiration of the warranty period. If service contract is requested at any other time, machine must first be inspected by PBS. Customer shall bear any and all costs necessary to bring machine up to specifications. Machines not sold initially by PBS which are accepted for a service contract after inspection is not covered for parts the first 45 days. Invoices shall be due and payable by the customer for all equipment, accessories, supplies or maintenance purchased pursuant to this agreement (The "Goods and Services"), within the time period specified on the front side of this document. Customer shall pay all applicable sales tax, installation and freight charges. If customer fails to make any payment when due, there will be a service charge of five percent (5%) of the total amount due, together with an interest rate of one and one-half percent (1 1/2%) of the total amount due or the maximum legal rate allowed by law, whichever is less. Customer shall pay a \$20.00 service charge on any and all returned checks. Customer shall pay all collection expenses incurred by PBS, including but not limited to, court, attorneys and accounting fees, if required.
2. Taxes, Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes assessable on the equipment) and fees charged relative to this agreement. Customer agrees to reimburse PBS for all amounts paid or payable by PBS in discharge of the foregoing taxes. Customer shall not be responsible for taxes based on PBS's gross or net income.
3. Default. If Customer is in default of any term or condition, seller may cancel this agreement in whole or part at any time upon ten- (10) day's written notice. If seller cancels the agreement the agreement will be prorated based upon the unused portion of the term of the agreement. Any amount due to seller will be invoiced and is payable upon receipt. Any amounts due to the customer will be applied to any unpaid invoices prior to refund. Early termination of contract is non refundable.
4. Business Purpose. Customer warrants and represents that the goods will be used for business purposes, and not for personal, family, or household purposes.
5. Availability. Customer agrees that the goods are subject to availability and seller reserves the right to substitute models of like specification if practicable. Seller may cancel any order or any part of an order without cause at any time and without penalty, and seller's sole obligation shall be to return any down payment paid by customer. If parts become unavailable for discontinued equipment, seller reserves the right to delete said equipment in accordance with the terms of this agreement.
6. Delivery and Installation. Seller shall use its standard packaging. Seller shall choose the method of delivery; seller reserves the right to deliver the goods in installments. Customer will pay an invoice when due, without regard to delivery or non-delivery of subsequent installments. Delay in delivery of any installments shall not relieve customer of its obligations to accept remaining installments. Equipment shall be installed in accordance with manufacturer's specification. At customer's sole cost and expense, customer shall insure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all costs and expenses for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines) and equipment line cord is not covered by this agreement.
7. Title, Identification and risk of loss. The goods shall be identified to the contract, and risk of loss shall pass to customer when the goods are placed in the hands of the carrier. For goods purchased outright, title will pass to customer upon payment in full. For goods purchased on an installment payment basis title will pass to customer on the installation date.
8. Security Interest. Seller expressly reserves a security interest in the goods until payment in full has been collected and customer agrees to notify seller prior to relocation of any goods for which seller has a security interest. Customer shall execute any other document, including a financing statement or other document similar to the UCC-1, necessary to protect seller's security interest in the goods. Customer authorizes seller to file at customer's expense any financing statement relating to the goods without customer's signature except where prohibited by law.
9. Warranties. Seller warrants and represents that the goods and services of all new copiers and facsimiles sold by PBS will conform to the description and specification and be free from defects in material and workmanship for ninety- (90) days from the date of this purchase. Within this period PBS will repair said equipment without charge for parts and labor. This ninety- (90) day period will not cover supplies normally covered under the PBS maintenance agreement unless the contract for the maintenance agreement is signed at the point of sale. A \$105.00 per hour fee will apply to all service calls regardless of service needed outside of the maintenance agreement with an upfront one- (1) hour minimum.
10. Seller. Makes no warranties whatsoever express or implied with regard to the service, the software included with the product or its installation and maintenance, and expressly excludes all implied warranties of merchantability and fitness for a particular purpose.
11. Sellers. Liability is limited to the cost of purchased products by the customer from seller. Seller shall not be liable for any special damages, including but not limited to damages due to loss of data or information of any kind, loss of or damage to revenue, profits or goodwill, damages due to interruption of business, damage to customer's computers or networks, even if the seller has been advised of the possibility of such damages.
12. Seller. Makes no other express or implied warranties and all other warranties are specifically excluded, including any warranty as to merchantability or fitness for particular or special purposes. Seller shall under no circumstances be liable for any special, exemplary, punitive, incidental or consequential damages regardless of the cause.
13. Remedy Limitations. The goods shall not be returned to seller for credit without seller's written consent. No credit will be given after fourteen- (14) days from the date of the invoice. All returns for credit within fourteen- (14) days are subject to up to a 20% restocking fee. All costs of return shall be the responsibility of the customer. Customer's exclusive remedy for breach of warranty shall be replacement or repair of the item or non-conforming parts at the option of seller. Customer expressly waives its rights to special, consequential, exemplary, and incidental or punitive damages.
14. Service. To obtain service, customer must (1) call seller's Customer Service at (708) 614-9195 . A \$150.00 per hour fee will apply to all service calls regardless of service needed outside of the maintenance agreement with an upfront one- (1) hour minimum.
15. Renewal/Termination. This is an annual contract that will automatically renew yearly after the initial period unless cancelled by customer by certified mail thirty- (30) days prior to anniversary date. Said automatic renewal is to provide uninterrupted coverage to customer. This contract will increase in cost annually to adjust with equipment age. This agreement is subject to acceptance by PBS and will remain in force until cancelled as stated above. PBS reserves the right to cancel this contract as its discretion upon ten- (10) day's written notice.
16. Remedial Maintenance. During the term of this agreement PBS agrees to perform the maintenance and repair that will keep the equipment in good working order and condition, normal wear and tear included. If PBS is notified by a customer during the term of the agreement that the equipment is not in good working condition, PBS will, during PBS's established service hours make necessary adjustments and repairs including replacement of parts, or replace the equipment versus repair at PBS's option. PBS's service hours are 8:00am to 5:00pm Monday thru Friday central Time, excluding holidays. pbs may from time to time adjust these hours as may be required in the course of business, at which time the customer will be advised. Service at times other than PBS established hours may be furnished on "as available basis" at published rates then in effect. Replacement parts may have been used and/or reconditioned. Parts that have been replaced will remain the property of PBS.
17. PBS will replace without charge, parts which have been broken or worn through normal use and are necessary to machine servicing and maintenance adjustments, including consumables such as toner, developer, drums and fuser rollers within the limits of their suggested yield. (Paper and Staples are excluded). Additional toner requested beyond 125% of manufacturer's specifications is subject to additional charges.
18. Customer Responsibility. Customer will be responsible for the daily care and cleaning of the top glass, dusting equipment, replenishing toner, replacing disposal tank, clearing jams, reporting meter reads, etc., (where applicable), it is the customer's responsibility to provide a key operator who shall be responsible for normal operator functions listed above. In addition, it is the customer's responsibility to provide PBS with meter readings as needed. An image is defined as a standard 8 1/2 x 11 single sided print.
19. Customer agrees that PBS will not be held accountable to make adjustments, repairs or replacements if PBS is not provided reasonable access to the equipment.
20. Assignment. This agreement shall not be assigned by customer without seller's express written consent. In the event that seller assigns any of its obligations under this agreement, seller shall remain primarily responsible to perform those obligations. Any claim or defense customer may have relating to those obligations must be asserted on or against seller and not its assignee.
21. Notices. All notices required to be given under this agreement shall be in writing and shall be sent by U.S. first class mail to the parties at the address listed on the front of this agreement.
22. Indemnification. Customer shall bear all risk of theft, loss or damage not caused by seller's employees or agents, to all goods installed under this agreement. Customer agrees to indemnify, defend and hold harmless seller, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorneys' fees) arising or customers use of the goods, including but not limited to liabilities arising from bodily injury, including death, or property damage to any person, unless caused solely as the result of a negligent or intentional act or omission by seller.
23. Seller shall indemnify customer against any costs, losses, damages or liability incurred by customer as the result of any third party's claim of infringement of its patent, copyright trademark which claim arises out of the use of the product by customer. Customer shall immediately notify seller in writing of such claim or demand. Seller shall have the sole right to control, and defense, thereof, and customer agrees that it will not settle any such claim against itself without the prior written consent of seller. Provided however, that seller shall not indemnify customer with respect to any claim relating to product(s) which is/are manufactured according to customer's instructions, or modified by customer or combined with other non-seller products, equipment, systems and/or processes, Failure of customer to provide timely notification of claim to seller shall relieve seller of its obligation to indemnify customer.
24. Force Majeure. Neither party shall be responsible for delays or failure in performance of this agreement (other than failure to make payment) to the extent that such party was hindered in its performance by act of god, abuse, misuse, excess of voltage or power surges, repairs other than those provided by PBS authorized personnel, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
25. Severability. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement.
26. Applicable Law. This agreement shall be governed by the laws of the State of Illinois and the Uniform Commercial Code as adopted therein without regard to choice of law principles. In the event of litigation or other proceedings by seller to enforce or defend any term or provision of this agreement customer agrees to pay all costs and expenses sustained by seller, including but not limited to, reasonable attorney's fees.
27. Seller's Agents. Customer acknowledges that it has been advised that no agent, employee, or representative of seller has any authority to bind seller to any affirmation promise, representation, or warranty concerning any goods and services, and unless such affirmation, promise, representation, or warranty is specifically set forth in this agreement it does not form a basis of this bargain and shall not be enforceable against seller.
28. Customer Documentation. Customer agrees that any purchase order or other documentation issued to seller covering the goods or services is issued for purposes authorization and customer's internal use only, and any conditions contained therein shall not modify or add to the terms and conditions of this agreement.
29. Acceptance. This agreement and its terms and conditions shall not take effect until accepted and executed by an authorized seller representative at seller's offices in the state of ILLINOIS
30. Entire Agreement. This instrument, and any attachments hereto, is the entire agreement between customer and seller and supersedes any proposal or prior agreement, oral written, and any other communications relating to the subject matter of this agreement. The terms and conditions of this agreement shall supersede any terms and conditions which may be contained on any purchase order or other document which may be issued by customer. This agreement shall not be binding unless and until accepted and approved by authorized seller representative.
31. Customers electing to be billed semi annual are subject to 5% service fee. Quarterly is 10% and monthly is 15%.
32. PBS reserves the right to charge .0035 cents per scan.
33. All equipment covered by this agreement must have a PBS approved, UL1449 surge protection device installed in line with the equipment or contract is voided in its entirety
34. If meter reads are not submitted by due date of contract Proven will send a service tech out which is subject to a 3% service fee.

COMMUNITY HIGH SCHOOL
District 94

MEMO

TO: Board of Education, Dr. Domeracki
FROM: Dave Blatchley
RE: Contracted Security Services Bid
DATE: June 19, 2018

We currently have a contract with Andy Frain Services. The overall satisfaction with the quality and customer service of Andy Frain staff is quite high.

Last month we went out to bid on our security services. We had two bidders respond. The low bidder was Andy Frain.

Security Services – Bid

	Vets Securing America (hourly)	Andy Frain (hourly)
Campus Safety Monitor	\$17.43	\$14.32
Supervisor Rates	\$18.23	\$15.51
Overtime	\$24.40	\$20.46

COMMUNITY HIGH SCHOOL DISTRICT 94

INVITATION TO BID

Community High School District 94 will accept sealed bids for Security Services

Submit your bids to the attention of:

Dave Blatchley
Director of Business Services
Community High School District 94
157 W Washington
West Chicago, IL 60185

Bids must be received at the above address no later than: Tuesday, July 3, 2018 at 3 PM

The bid must be submitted in a SEALED ENVELOPE CLEARLY
MARKED: **"SECURITY SERVICES"**

CONDITIONS AND INSTRUCTIONS TO BIDDERS

The Board of Education of Community High School District 94 will receive bids for Security Services until 3:00 PM on Tuesday, July 3, 2018, at which time they will be opened and read. Bids received after this time will be returned, unopened and not considered.

Bids are to be addressed to Dave Blatchley, Director of Business Services, Community High School District 94, 157 W. Washington, West Chicago, IL 60185, and are to be enclosed in a sealed envelope clearly marked, "Sealed Bid-Security Services."

The Board of Education reserves the right to reject any or all bids in whole or in part or to accept that bid which is in the best interest of District 94. Award of contract shall be based upon the bid criteria included in this document. A contract will be awarded only after a formal notice is given to a vendor as determined by the Board of Education. The Board of Education reserves the right to waive any formalities.

All bidders shall submit a non-collusion affidavit and four (4) required certifications with their bid as per the enclosed forms.

BIDDER'S REPRESENTATIONS AND COVENANTS

1. The submission of a Bid constitutes the Bidder's representation, and is conclusive evidence that (1) the Bidder has read and has become thoroughly familiar with the requirements of the Bid and the Bid Documents and (2) the Bidder is satisfied as to the conditions to be encountered in performing the work described in the Bid Documents and (3) the Bidder is fully informed as to the labor conditions relating to the specifications and work to be performed. The failure of any Bidder to obtain or examine any form, or the failure of the Bidder to become familiar with the conditions relating to the specifications, shall in no way relieve the Bidder from any obligation with respect to the Bid.
2. The Bidder represents that this Bid is submitted without any connection with any other party submitting a Bid for the work covered by these Documents. The Bidder further represents that this Bid is fair and has been made without any aspect of collusion, price-fixing or fraud and that no employee or agent of the Board is directly or indirectly interested in any benefits to be derived from this Bid.
3. Bidder certifies that it has adopted and implemented a written sexual harassment policy in full compliance with Public Act 87-1 257 and Section 2-105A (4) of the Illinois Human Rights Act, 775 ILCS 5/2-1 05(A) (4), and in case of Bidder having 25 or more employees, a drug-free workplace policy and practice in full compliance with Section 3 of the Illinois Drug-Free Workplace Act, 30 ILCS 580/3.
4. Bidder certifies that it is not barred from bidding on this project, or entering into the contract, by Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4). Sections 33E-3 and 33E-4 prohibit the receipt of a public contract by a Contractor who has been convicted of bid rigging or bid rotating.

5. Bidder certifies that it is not ineligible for award of the contract because of debarment for a violation of any of the above-referenced laws and regulations and acknowledges that any breach of the foregoing provisions shall constitute a breach of the contract. Failure of the Contractor to comply with this Section shall be cause for the District to immediately terminate the contract.
6. Certification forms which must be signed by a duly authorized agent of the Bidder and submitted with the bid are included here as Exhibits. Failure to submit the properly signed certifications may subject the bid to disqualification.

QUESTIONS AND INTERPRETATION OF BID DOCUMENTS

Questions pertaining to the Bid Documents and any request for clarification or interpretation of the Bid Documents must be made in writing to the Business Manager no less than three (3) calendar days prior to the bid opening. Questions or requests received after this time will not be considered.

Replies to questions, interpretations and any corrections or changes to Bid Documents will be made in writing and shall constitute an Addendum to the Bid Documents. Such Addendum will be posted on the District's Website. Responses to questions, interpretations, and clarifications made orally or in a manner, not complying with the above procedure shall not be made a part of the Bid Documents, and the Bidder shall not rely upon them.

BIDDING PROCEDURES

1. Prices and Notations must be typed or in ink. Do not change the specification. Report any irregularities by separate letter. A vendor initiated change, deletion or addition changing the conditions stated above may void that vendor's bid.
2. Quotations - Must be signed with firm name and by a responsible officer or employee. Obligations assumed by such signature are binding upon Bidder.
3. Taxes - The school is exempt from federal excise and state sales taxes and such taxes shall not be included in the bid price. Federal excise tax exemption certificates will be furnished if necessary.
4. Default - is defined as the failure of a Bidder or the Contractor to fulfill the obligations described in these bid documents or the resulting contract. In case of default of the Contractor, the School District may cancel the contract and procure the services from other sources and hold the Contractor responsible for any excess costs.
5. Early Payment Discounts - Standard terms are to be invoiced once per month for security services with terms of net 30 for payment.
6. Withdrawal of Bids - Bids may be modified or withdrawn prior to the date and time of the bid opening upon written request to the Business Manager, executed in conformance with the signature requirements for submission of Bids. Withdrawal of a Bid will not prejudice a Bidder's right to submit a new Bid prior to the time designated for submission of Bids. After the bid opening date, no Bidder may withdraw his/her/its Bid for a period of ninety (90) days from the bid opening date.
7. Period of Firm Quote- All bids will be considered to be firm for orders issued within a period of ninety (90) days from the date established for the opening of bids.

8. Receipt of Bids - Bids must be received by 3:00 PM on Tuesday, July 3, 2018. Late bids will not be accepted. The responsibility of getting bids to the Business Manager rests entirely with the bidder notwithstanding delays resulting from postal handling or any other means.
9. Bid Opening - Bids will be opened and read on the date and time shown on the cover page.
10. Rejection of Bids - The Board reserves the right to reject any and all Bids in whole or in part. Any or all Bids may be rejected if there is any reason to believe that collusion exists among the Bidders. The Board shall be under no obligation to accept the lowest financial Bid if the lowest financial Bid is not deemed to be in the best interest of the Board. Individual Bids may be rejected for irregularities of any kind, including without limitation, alteration of form, additions not called for, conditional Bids, incomplete Bids, and unexplained erasures. Individual Bids may also be rejected if, in the opinion of the Board, such Bid does not meet the standard of quality established by the specifications. The foregoing provisions are for illustrative purposes and shall in no way limit the right of the Board to reject any and all Bids. The Board retains the right to waive any technical defects, irregularities, and omissions in the Bids received if the best interest of the Board shall be served. The Board further retains the right to award a contract by item, group of items, or parts thereof if so divisible and if the best interests of the Board would be served, or to award contracts to one or more Bidders.
11. Award -The bid will be awarded, if at all, to the contractor that the Board of Education determines, at its sole discretion, will serve the best interests of the District. The Board will use the criteria listed below, which criteria will not be exhaustive. If the contract is awarded, it will be awarded to the Lowest Responsible Bidder. This Bid does not necessarily contemplate an award based solely on price. In determining the Lowest Responsible Bidder, the following criteria, without limitation, will be considered by the Board, as applicable:
 - Completeness and accuracy of responses to all proposal document requests and a qualitative analysis of the responses.
 - Price
 - The District's assessment of the contractor's ability to responsibly fulfill the District's needs, including, but not limited to, evaluation of the following:
 - o References and customer feedback obtained by District 94 for current and previous clients (serviced within the last two years). Feedback from primary and/or secondary public schools is preferred.
 - o Longevity of the contract in the security services industry for primary and/or secondary public schools.
 - o Financial soundness and stability.
 - o Comprehensiveness and thoroughness of customer contract procedures, training program, understanding and approach and transition plan.

CONTRACT

1. The contract for Security Service will be for three (3) years commencing on the first day of the 2018-2019 school year with two (2) one-year renewal options at the discretion of the Board of Education.
This contract can be terminated by the District with a thirty (30) day written notification. Renegotiation of the price charged in subsequent years of the agreement must not exceed the "Consumer Price Index for All Urban Consumers" annualized rate for December of the current school year.
2. The attached position descriptions are subject to change by the District based on the District's needs, which may include decreasing, increasing, or eliminating the positions.
3. All Contract personnel must wear, at all times: (1) the approved uniform provided by the vendor, (2) the approved identification badge. No Contract personnel will be permitted to enter or remain on District property unless both conditions are met.
4. The Contractor shall provide the District with a list of all supervisory personnel including the telephone numbers where each person may be reached at all times (pager/cellular phones numbers where applicable).
5. The Contractor shall maintain a file of "Child Abuse Clearances" and "Criminal Background Checks" for all current employees in the Business Office and a complete roster of current employees. The Contractor, at its sole expense, shall conduct background investigations of all of its employees, agents and others who will interact in proximity to the District's students, and, in accordance with Section 10-21.9 of the Illinois School Code (105 ILCS 5/ L 0-21.9), shall provide results of each background investigation to the District Superintendent, or designee, prior to the person beginning any work on District property, and shall comply with all requirements of Section 10-21.9 as may be amended from time to time. The Contractor shall not allow anyone to work in the school whose criminal background check reveals items that would prohibit them from working with children under Illinois law or reveals other criminal convictions or other conduct which lawfully may be considered and which call into question such individual's fitness to work with children. The Contractor shall submit immediately upon the award of the contract the name, date of birth and social security number of all employees who are to perform work for the District under the contract and certification that they have met the requirements herein. In the event the Contractor fails to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by a student for harm caused by an employee of the Contractor, or caused by an employee of a subcontractor to the Contractor, then Contractor agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the Board against any such claims.
6. The Contractor is responsible for the conduct of its personnel. The Contractor must provide written policies and procedures with its Bid regarding unlawful conduct by its personnel. The contractor shall fully cooperate with the District and with any Law Enforcement authorities in the investigation of suspected unlawful activities. In the event that personnel employed by the Contractor are found to have committed unlawful activities, the Contractor shall be responsible to the District for restitution that will include, but not necessarily limited to, all actual losses, damages, costs of investigation, and costs of prosecution.
7. The Contractor shall notify the District immediately of conditions, which will limit hours or decrease the daily work crews, such as illness or injury. In addition, the Contractor shall notify the District in advance of any condition or situation, which will affect the performance of the work under this contract. In either case, the Contractor shall submit a plan, in writing, of how the work is to be rescheduled.
8. In the event of a strike, act of God or other event resulting in the closing of the building(s), no payment(s) shall be made for that period of time when Security Services are not required/performed.

9. Absenteeism is a significant factor that adversely affects the quality of the Security Services received by the District. Each Bidder is to submit and the successful Contractor is to maintain effective Recruitment and Retention plans. Adequate Staffing Levels are to be maintained by the contractor. The contractor is to maintain a pool of Trained/Qualified substitutes, available at short notice, to insure that the District is adequately staffed in the event of illness or injury.
10. The District reserves the right to audit payroll records and/or time cards.
11. The District reserves the right to request that the Contractor remove any employee from the District Contract for unsatisfactory performance, appearance, behavior or attitude.
12. The Contractor and its employees and agents shall strictly comply with all Federal, State and Municipal codes and regulations, and shall comply with all applicable local, county, State and federal laws, regulations and rules including without limitation those regulating the issuance of contracts, and employment. The Contractor and its employees shall abide by all Board of Education policies and the District's regulations. Additionally, the Contractor shall comply with all laws and regulations pertaining to equal opportunity and fair employment practices, including the Illinois Human Rights Act. The Contractor shall not discriminate against any worker, employee, or applicant, or any other member of the public because of race, religion, color, age, sex, handicap, marital status, national origin, or unsatisfactory military discharge, nor otherwise commit an unfair labor practice.
13. The Contractor acknowledges that, as an independent contractor of the District, records in the possession of the Contractor related to the Security Services bid, contract and services might be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq. The Contractor shall immediately provide District 94 with any such records requested by the District in order to timely respond to any FOIA request received. District 94 will review all such records to determine whether FOIA exemptions apply before disclosing the records.
14. All District 94 buildings and grounds are no smoking areas. It is the policy of the District to establish and maintain an Alcohol & Drug-Free Workplace. The Contractor shall have in-place an effective Substance Abuse Policy (Drug and Alcohol), which conforms to the policies and all applicable Federal, State, and Local rules and regulations.
15. The District reserves the right to unilaterally terminate this contract, at any time, upon the determination that the Contractor's performance is unsatisfactory, without penalty to the District. The contract shall be terminated after providing a written thirty (30) day notice.
16. The Contractor shall submit evidence, satisfactory to the District, that the Contractor has coverage of General Liability Insurance, Worker's Compensation Insurance, and Automobile Liability Insurance to the limits described in the attachment with companies licensed to do business in Illinois with an A.M. Best rating of A that is satisfactory to the District. The certificates of such insurance shall carry an endorsement to the effect that the Insurance Company will defend the District as a party in the event the owner becomes a party to any litigation as a result of the activities of the contractor, sub-contractor, or any direct or indirect employee of same under the terms of this contract for injuries to property or person. Such insurance shall name the District as an additional insured and shall include all members of the Board of Education, officers, employees and agents in all of their official capacities for claims arising out of the performance of this contract. Contractual liability shall be provided under the Commercial General Liability policy to include the Contractor's indemnification obligations under this contract. A certificate of insurance shall be provided to the District evidencing this coverage and must include the requirement of a ten (10) day cancellation notice.

Type of Insurance

- General Commercial Liability – \$1,000,000 Per Occurrence
- Workers Compensation & Employers Liability – Statutory
- Business Auto Liability including Hired and non Owned Auto Liability – \$1,000,000
- Excess/Umbrella – \$9,000,000 Per Occurrence/\$9,000,000 Aggregate

17. The Contractor shall furnish a Performance Bond for one hundred percent (100%) of the Contract Sum. The bond surety must carry a BEST RATING of A. Such bond shall be in a form and with a surety acceptable to the District and shall not include a limitation period shorter than provided by Illinois law. The Performance Bond shall guarantee the performance of the duties placed on the Contractor under this Contract and its compliance with any applicable laws, and shall indemnify the School District and its Board members, officers, employees and agents (the "Indemnitees"), from any liability or loss to the indemnitees from any failure of the Contractor to fully perform each or all of said duties. The Performance Bond must be updated for any contract extension that is approved by the District.
18. The contract shall be governed and construed in accordance with the laws of the State of Illinois. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms hereof shall remain in full force and effect.
19. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless District 94, the Board of Education, its members, employees, agents, officers, officials and successors from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages to person (including death) or property, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the contract and bid documents and any acts or omissions of the Contractor or its employees or agents. The indemnities set forth herein shall survive the expiration or termination of the Contract.
20. In the event the District's property or any of the surrounding areas are destroyed or damaged because of Contractor's work under the Contract, Contractor shall, at Contractor's sole cost, restore the property or any surrounding area. Such restoration shall be to a condition at least equivalent to the condition of the affected area immediately before the destruction or damage.

DESCRIPTION OF SERVICE

Security Officers

Monitor hallways, perimeter and special events. Direct students during passing periods, check-in visitors for authorization on premises. Intervene in disturbances and confrontations, deter and protect property, faculty and students from injury, theft and vandalism. Assist public agencies in their performance of duties. Assist bus services in loading and unloading of students.



July 12, 2018

Mr. Dave Blatchley
Director of Business Services
Community High School District 94
157 West Washington Street
West Chicago, IL 60185

Re: Agreement – 2018/2019 & 2020/2021 Education Years

Dear Mr. Blatchley,

Andy Frain Services thanks Community High School District 94 for the opportunity to be its partner in safety and security as it serves the West Chicago community. Andy Frain Services is appreciative and proud of supporting the West Chicago High School for more than ten years and wishes to continue the partnership of safety, security, and customer service.

Andy Frain Services is submitting to the district the financial pricing for the 2018/2019, 2019/2020 and 2020/2021 contract years. All other agreement terms and provisions of the existing contract will remain in place, including the right to increase or decrease the amount of base service using the rates documented below.

Site Supervisor - \$15.70 an hour
Campus Safety Monitor - \$14.50 an hour
Overtime and Extra-Curricular Activities - \$20.46 an hour

If D94 is in agreement with the proposal, please sign below and return a copy to my attention.

If you would like to discuss our proposal, feel free to contact me at 630-885-8648 or emillard@andyfrain.com.

Andy Frain Services, Inc.

Community High School District 94

E Millard

Accepted by: _____

Ed Millard

Print Name: _____

Corporate Account Director

Title: _____

July 12, 2018

Date: _____

<u>Make</u>	<u>Model</u>	<u>Dealer / Contact Person</u>	<u>Monthly Payment (Est from Website)</u>	<u>Terms / Months</u>	<u>Due at Signing</u>	<u>Safety Rating</u>	<u>Rear Legroom (inches)</u>	<u>Captive Lease (Y/N)</u>	<u>Rent Cars for Summer (Y/N)</u>
Chevy	Cruze	McCue – St Charles (Joe)	\$225	39	\$2040	5 Star	36.1	Y	N
Kia	Forte	Napleton's Kia of Elmhurst (Eric)	\$177	36	\$2000	5 Star	35.9	Y	N
Mitsubishi	Mirage G4	Biggers - Elgin (Emil Noor)	\$232	36	\$3481	Not Rated	37.2	Y	N
Nissan	Sentra	St Charles (Angel)	\$141	36	\$3040	4 Star	37.4	Y	N
Chevy	Cruze	Currie Motors (Tom)	Waiting to hear back from dealership						
Nissan	Sentra	Gerald – North Aurora (Dennis)	Waiting to hear back from dealership						

Annual Miles = 15,000

Ford, Honda, Toyota, Hyundai and Mazda will not lease to driver's education programs

The cost to buy out our current Ford Focus lease is \$9,900

COMMUNITY HIGH SCHOOL
District 94

MEMO

TO: Board of Education, Dr. Domeracki
FROM: Dave Blatchley
RE: Athletic Trainer Bid
DATE: June 19, 2018

We recently went out to bid for our athletic trainer services. We had one bidder respond. Therefore, in the packet, you will see the bid response from ATI along with their contract for services.



**Board of Education
Community High School District 94
157 W. Washington Street
West Chicago, IL 60185**

Invitation to Bid (ITB) for Athletic Trainers Services

Athletic Trainer Services Cost Sheet

Total per trainer for July 1, 2018 – June 30, 2019.	\$ 62,000
Total per trainer for July 1, 2019 – June 30, 2020.	\$ 64,000
Total per trainer for July 1, 2020 – June 30, 2021.	\$ 66,000
Total three (3) year cost.	\$ 192,000
Mutually Agreed upon extension: Total per trainer for July 1, 2021 – June 30, 2022.	\$ 68,000
Mutually Agreed upon extension: Total per trainer for July 1, 2022 – June 30, 2023.	\$ 70,000
Total five (5) year cost.	\$ 330,000

Date: 7/2/2018

Firm Names: Athletic and Therapeutic Institute

Signature: Jason Peguette

Print Name: Jason Peguette

Telephone: 636 296-2222 ext 7181

Email: jason.peguette@atipt.com

After having read the bid for **ATHLETIC TRAINER SERVICES**: for three (3) fiscal years ending **June 30, 2019; June 30, 2020; and June 30, 2021** and understanding the same, I hereby submit the following in accordance with said bid conditions and specifications.

NOTE: UNSIGNED BIDS WILL NOT BE ACCEPTED

Athletic Trainer Services Questionnaire

Date:	Monday, July 2, 2018
Name of Firm:	ATI Physical Therapy
Address:	790 Remington Blvd. Bolingbrook, IL 60440
Contact Person:	Marcus Ohnemus, ATC—Sports Medicine Director, Illinois
Telephone No:	630-337-8832
Email Address:	Marcus.ohnemus@atipt.com

1. ***Number of years in business.*** 22

2. ***Identify those in your company who would be responsible for our account and their credentials.***

Jason Hafner, PT, ATC-- Sr. Vice President of Operations

Jason Pequette, MS, ATC,CSCS—Sr. Sports Medicine Director

Katie Varnado, ATC—Sports Medicine Director, Midwest

Marcus Ohnemus, MS, ATC— Sports Medicine Director, Illinois

3. ***Indicate why you or your company should be selected.***

Commitment to the District

ATI Physical Therapy is the current athletic training services provider to the district. We have formed great working relationships with the athletic director, coaches, athletes, parents and communities to provide excellent comprehensive care to the athletes and their families. Prior to the Request for Proposal, we have discussed our services at length with the Athletic Director. He has conveyed extreme satisfaction with our level of care and the desire to retain ATI as the provider of the District’s athletic training services. We do not view ourselves as a vendor to the District, but a true partner who is always searching for proactive ways to improve the healthcare we provide to the district.

ATI Physical Therapy has over 750 clinics nationwide. Our company is engrained in Community High School District 94 and has multiple area clinics to serve athletes and community when needed. This includes clinics Winfield, St. Charles, Carol Stream and Bloomingdale

Approach to Staffing

ATI is one of the largest employers of Certified Athletic Trainers (ATC) in the country. We currently employ 350 ATC's providing coverage at over 300 affiliates. Our Midwest division, which includes Illinois, Wisconsin, Indiana, Missouri, Nebraska, and Alabama accounts for over 125 of those ATC's with 100 different affiliates. Having a staff of this magnitude helps us to coordinate coverage at all times to ensure that no event goes uncovered.

Athletic teams choose ATI for skilled professionals that are on-site at practices and games for injury evaluation, management and follow-up. Dedication comprises the core of ATI's sports medicine program; athletic trainers are available to coaches, parents and athletes alike to help them navigate through the healthcare process. ATI Athletic Trainers have experience treating athletes from all levels of competition from professional to the "weekend warrior". ATI's mission of exceeding customer's expectations allows ATI to provide unparalleled service to outreach affiliates.

We currently provide the District with two (2) skilled athletic trainers with multiple years of experience. Both athletic trainers have either completed or are currently working towards completing a master's degree. We encourage our athletic trainers to become involved in the communities we serve and these 2 individuals have done just that. They have spoken at parent meetings, coach's meetings and attended booster meetings.

Sports Medicine Caseload

Each athletic trainer is responsible for tracking injuries, athlete plan of care, and time spent at the school in an ATI developed Sports Medicine Caseload. This information allows the ATC and their supervisor an immediate "screenshot" of all injuries currently being managed at the high school. Our high-level, detailed application ensures all athletes are being followed up with so each injured athlete gets the care they need in a timely manner. The caseload has the ability to generate reports that detail injuries by sport and body part as well as detailed information regarding referral patterns to physicians.

ATI Concussion Management Care

ATI will comply with the District's concussion policy if it is in accordance and follows the guidelines of Illinois state law. ATI management of concussions is based on the recommendations of the National Federation of High School Sports. Our goal is to follow the guidelines set forth by the IHSA to ensure all athletes with suspected head injuries are being treated appropriately and safely.

4. **Are there any specifications listed in this Request for Proposal that you are unable to provide?** Yes No

Deviations

- A. **Section A. (c)** "Provide each high school with water bottles needed for the sports medicine program" - ATI Physical Therapy is unable to comply
- B. **Section A. (d)** "Immediately show your support for WCCHS— ATI Physical Therapy is unable to comply with wearing Wildcat attire as our staff is required to wear ATI logo clothing at all times. However, we do support the athletic teams we work with.
- C. **Section C.** "Each High School will be provided at most thirty (30) hours per week of athletic training at no cost to the District— ATI Physical Therapy is unable to comply
- D. Price per athletic trainer specified on the Athletic Trainer Cost Sheet is contingent upon the following:

a. **Exclusivity**

District agrees that it has not authorized and during the Term of this Agreement, will not authorize or permit, the endorsement or promotion of any services or products directly or indirectly competitive with ATI Physical Therapy services.

b. **Non-Solicitation**

District agrees that during the Term and for a period of twelve (12) months after termination of the Agreement, District shall not without prior written approval of Contractor directly or indirectly, take any action that constitutes, results or may reasonably be expected to result in soliciting, inducing or encouraging any Contractor employee (presently or affiliated with Contractor in the then most recent twelve (12) month period) to curtail or terminate such person's affiliation or employment, or taking any action that results in, or might reasonably be expected to result in any employee ceasing to perform services for Contractor.

Nothing herein shall limit District's rights to post opportunities in publications or on-line websites of general or trade circulation, or to engage, hire or recruit any person who responds to such a posting.

c. **Indemnification**

Each party (in such case, an "Indemnifying Party") agrees to indemnify and hold harmless the other party (in such case, an "Indemnified Party") and the Indemnified Party's directors, members, managers, officers, employees, subcontractors, agents, representatives, volunteers, successors and assigns from any and all claims, demands, causes of action, losses and damages arising out of or relating to any alleged acts or omissions of the Indemnifying Party in undertaking the Indemnifying Party's duties under this Agreement. Provided,

undertaking the Indemnifying Party's duties under this Agreement. Provided, however, that School shall not be obligated to indemnify or hold harmless Contractor for any and all claims, demands, causes of action, losses and damages arising out of or relating to any alleged acts or omissions from which School is immune from prosecution or liability under applicable state law.

d. **Term**

District agrees that this agreement shall be in full force and effect from Aug 1, 2018 through and including June 30, 2021 unless terminated earlier by either party upon at least (60) calendar days prior written notice to the other party of its intention to terminate. This term can be extended for 2 additional calendar years with approval of the district

e. **ATI Opportunities**

- a. District will Allow ATI Physical Therapy to display the School name and logo and that it is the "Preferred Sports Medicine Affiliate" for the School on ATI Physical Therapy marketing and advertising materials including, but not limited to, the website used by ATI Physical Therapy in its business, marketing brochures, posters and other marketing collateral.
- b. District will allow ATI Physical Therapy to host 1 fan appreciation event per season per school where ATI Physical Therapy may provide promotional giveaway and distribute information regarding services.

5. Submit a list of all Illinois School Districts your company has serviced in this capacity, as well as size of District and contact person.

ATI Illinois Affiliates

<u>High School</u>	<u>Attendance</u>	<u>Athletic Director</u>	<u>Telephone Number</u>
Plainfield CCSD 202			
Plainfield Central	2070	Mark Crusz	(815) 439-3265
Plainfield North	2300	Ron Lear	(815) 230-4500
Plainfield South	2560	Ken Bublitz	(815) 577-5587
Plainfield East	2200	Paul Raspolich	(815) 955-0282
LW District 210			
LW East	2900	Mark Van der Kooi	(815) 464-4138
LW Central	2150	Matt Lyke	(815) 462-2320
LW West	2000	Ted Robbins	(815) 717-3500
Community District 300			
Harry D. Jacobs	2120	Joe Benoit	(847) 532-6150
Dundee Crown	2480	Steve Gertz	(224) 484-5100
Hampshire	1590	David Hicks	(847) 792-3568
Joliet Township			
Joliet West	3200	Steve Millsaps	(815) 727-6920
Joliet Central	3100	Steve Locke	(815) 727-6720
Rich Township			
Rich East	1000	Leah Carter	(708) 679-6172
Rich South	960	Ed Schodrof	(708) 679-3159
Rich Central	1050	Nick Browder	(708) 679-5794

6. Provide at least (3) professional references including firm name, contact person, and telephone number.

References

West Chicago High School	Doug Mullaney	(630) 876-6290
Plainfield Central High School	Dave Stephens, Principal	(818) 439-3265
Plainfield Central High School	Mark Crusz, Athletic Director	(815) 439-3265
Plainfield North High School	Ron Lear, Athletic Director	(815) 230-4500
Plainfield East High School	Paul Raspolich, Athletic Director	(815) 955-0282
Plainfield South High School	Ken Bublitz, Athletic Director	(815) 577-5587
Lincoln-Way West High School	Ted Robbins, Athletic Director	(815) 717-3500
Oswego East High School	Robert Kaminski, Athletic Director	(630) 636-2222
Joliet Township High School	Ilandus Hampton, Asst. Superintendent	(815) 727-6970

For Business Services:

Sports Medicine Concepts, Inc.	Micheal Cendoma, MS,ATC	(585) 364-0240
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The undersigned Vendor declares that he has examined and familiarized himself with the Contract Documents. In making this proposal, the undersigned waives all right to plead any misunderstanding of the Contract Documents and agrees to perform all of the work required herein. If this bid is accepted, the undersigned offers and agrees to furnish all services upon which prices are quoted, at the price and times stated, and subject to all conditions recorded on this proposal.

Jason Pequette

Signature:

7-2-18

Date

Jason Pequette / Sr. Director of Sports Medicine

Print Name / Title

Athletic and Therapeutic Institute of Naperville, LLC

Firm Name

790 Remington Blvd, Bolingbrook, IL 60440

Firm Address

City / State / Zip Code

Telephone:

630 296-2222

Facsimile:

jason.pequette@at.apt.com

Email:

STATEMENT OF ETHICS CERTIFICATION

By submission of this bid or proposal, the bidder certifies that:

- 1. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor.
- 2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor.
- 3. No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.
- 4. Bidder has not been convicted of price-fixing nor pleaded "no contest" to such charges within the last five (5) years.
- 5. Bidder is not a subsidiary of a company that has been convicted of price-fixing nor pleaded "no contest" to such charges within the last five (5) years.
- 6. Bidder has not attempted to influence any member of the Board of Education or Administration on the award of this bid, except as otherwise included in the review process.

ATI Physical Therapy _____ Name of Firm

_____ Signature

VP HR _____ Title

6/22/18 _____ Date

DEVIATIONS FORM

In the event that the undersigned Bidder intends to deviate from the specifications, all such deviations are listed hereon, with complete and detailed specifications and information being also attached. In the absence of any entry on the Deviations Form, the Bidder assures the District of their FULL compliance with the specifications and conditions. The District must approve any deviations indicated.

THIS FORM MUST BE SIGNED EVEN BY THOSE NOT PLANNING DEVIATIONS

SUBMITTED FOR CONSIDERATION BY:

Athletic and Therapeutic Institute of Naperville, LLC
Firm
Signature and Title *Jean P. [Signature]*

SEXUAL HARASSMENT CERTIFICATION

ATI Physical Therapy having submitted an ITB to Community High School District 94, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: 
Authorized Agent of Contractor

SUBSCRIBED AND SWORN TO

before me this 25th

day of June,

2018.

Kelly A. Burke
Notary Public

My commission expires: 5/3/21



CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUGFREE WORKPLACE ACT

ATI Physical Therapy, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Or

_____, having less than 25 or more employees, and shall provide a drug free workplace for all employees engaged in the performance of the work under the contract.

By: [Signature]
Authorized Agent of Contractor

SUBSCRIBED AND SWORN TO

before me this 25th

day of June,

2018.

Kelly A. Burke
Notary Public

My commission expires: 5/3/21



EQUAL EMPLOYMENT CERTIFICATION

ATI Physical Therapy does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Right Act.

By: 
Authorized Agent of Contractor

SUBSCRIBED AND SWORN TO

before me this 25th
day of June,
2018.

Kelly A. Burke
Notary Public

My commission expires: 5/3/21



CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED

I, Secretary & General Counsel being first duly sworn, certify and say that I am
, ("sole owner"/"partner"/"president"/or other proper title) of ATI Physical Therapy
the Prime Contractor submitting this bid and that the Prime Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid rotating" of any State or of the United States.


_____ making certification

Signature of person

SUBSCRIBED AND SWORN TO

before me this 25th
day of June
2018.

Kelly A. Burke
My commission expires: 5/3/21

Notary Public



STUDENT SAFETY

ATI Physical Therapy having submitted a Request for Proposal for **Athletic Trainer Services** to Community High School District 94, hereby certifies that employees or agents having passed Criminal background investigation including a full Illinois State Police and Federal Bureau of Investigation check, in the performance of this contract as defined in the Child Sex Offender Community Notification Law and the Child Murderer and Violent Offender Against Youth Community Notification Law.

By: [Signature]
Authorized Agent of Vendor

SUBSCRIBED AND SWORN TO

before me this 25th day of June, 2018.

Kelly A. Burke Notary Public

My commission expires: 5/3/21





Services Agreement

THIS SERVICES AGREEMENT (this "Agreement") is made this 6th day of July, 2018 between West Chicago High School (hereinafter referred to as the "School") and ATI Holdings, LLC, an Illinois limited liability company, d/b/a ATI Physical Therapy (herein referred to as the "Contractor").

WITNESSETH:

WHEREAS, the School desires to have certain athletic training services, pre-game taping, game training supervision and medical assistance services performed in connection with its athletic programs; and

WHEREAS, the Contractor has agreed to perform such services on behalf of the School under terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

1. Description of Services. The Contractor agrees to furnish all labor services as set forth more fully in Schedule A entitled "Services" hereby referenced and incorporated herein and to attend those events set forth in a Schedule B entitled "Compensation and Attendance Schedule" hereby referenced and incorporated herein.
2. Home Games. The parties understand and agree that it is the primary responsibility of Contractor to attend scheduled athletic events at the School's premises or designated "home" field, court, or applicable venue throughout the school year as determined by the athletic director. In the event that there are two home athletic events subject to this Agreement scheduled at the same time, the School's athletic director or other designee shall notify the Contractor whether the Contractor shall divide his/her time between the scheduled athletic events subject to the Agreement or whether the Contractor shall only attend one of the scheduled events.
3. Site of Services and School Support of Programs. The School shall provide at its sole cost and expense appropriate space for the rendering of any sports medicine program services including, but not limited to, appropriate equipment for the development of preventative programs and an appropriate level of sports medicine supplies for the use of its students. The School shall be solely responsible for determining the times of practice and for scheduling all athletic events subject to this Agreement. The School shall facilitate and notify Contractor of any communications and schedule changes between the School, coaches and the Contractor. The School shall submit to the Contractor within fourteen (14) calendar days after the Effective Date all school holiday practice/game schedules subject to this Agreement. The School agrees to provide appropriate support for the development of a sports medicine program and the Services to be provided in connection with its sports medicine program and athletic practices and events and shall designate an individual(s) (athletic director(s)) to directly monitor and evaluate compliance of the Contractor. The School shall be responsible providing access to all emergency phone locations.
4. Compensation. The School will pay to the Contractor, for the contemplated performance of Services hereunder, sums as set forth fully in the attached Schedule B "Compensation and Attendance Schedule" incorporated herein.
5. Term. This Agreement shall be in full force and effect commencing on August 1, 2018 through and including July 31, 2021 unless terminated earlier by either party upon at least (30) calendar days prior written notice to the other party of its intention to terminate. This agreement will also contain two (2) one-year option extensions.



6. Exclusivity. The School agrees that it has not authorized and during the Term of this Agreement, will not authorize or permit, the endorsement or promotion of any services or products directly or indirectly competitive with services offered by the Contractor and/or any of its affiliates.
7. Independent Contractor. It is hereby understood and agreed that the Contractor, in performing this Agreement, is acting in the capacity of an independent contractor, and that the Contractor is not an agent, servant, partner, nor employee of the School. The Contractor will have control over the work to be performed, and shall be solely responsible to pay its own federal, state and local taxes, salaries, social security payments, and any and all other payments incurred by the Contractor in the performance of this Agreement, as well as perform all necessary legal requirements pertaining to employment. None of the benefits provided by the School to its employees, including but not limited to workers' compensation insurance, disability insurance, medical insurance, and employment insurance are available from the School to the Contractor and/or any and all of the Contractor's agents, servants, and employees. The Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in the name of the School or to bind the School in any way whatsoever.
8. Insurance. The Contractor shall be responsible for providing general liability insurance, professional liability insurance, and workers' compensation insurance for its athletic trainers and its Services. The limits of liability for Contractor's general liability and professional liability insurance policies shall be no less than \$1,000,000.00 per occurrence, \$3,000,000.00 per annual aggregate and workers' compensation coverage in accordance with applicable federal and state statutory requirements. The School shall be responsible for providing general liability insurance including, premises liability insurance, and professional liability insurance for the activities of its employees. The parties shall provide evidence to each other's satisfaction that such insurance is in force. The parties shall maintain such insurance coverage during the Term. Appropriate certificates evidencing such insurance shall be provided upon request.
9. Indemnification. Each party (in such case, an "Indemnifying Party") agrees to indemnify and hold harmless the other party (in such case, an "Indemnified Party") and the Indemnified Party's directors, members, managers, officers, employees, subcontractors, agents, representatives, volunteers, successors and assigns from any and all claims, demands, causes of action, losses and damages arising out of or relating to any alleged acts or omissions of the Indemnifying Party in undertaking the Indemnifying Party's duties under this Agreement. Provided, however, that the School shall not be obligated to indemnify or hold harmless the Contractor for any and all claims, demands, causes of action, losses and damages arising out of or relating to any alleged acts or omissions from which the School is immune from prosecution or liability under applicable state law.
10. Force Majeure. Neither party shall be liable for any delay, failure or inability to perform its obligations (except the obligation to make payments) under this Agreement due to any cause beyond its reasonable control including, but not limited to, Acts of God, civil disturbances, accidents, equipment breakdowns, utility failures, and unavailability of personnel due to disability, leaves or other reasons.
11. Notices. All notices under this Agreement shall be made in writing and shall be deemed to have been given if personally delivered or transmitted by facsimile during regular business hours, or mailed by certified mail, postage pre-paid, return receipt requested, to the School at its last known address, and, if sent to Contractor, addressed to ATI Holdings, LLC, 790 Remington Blvd., Bolingbrook, IL 60440, Attn: Sports Medicine Director.
12. Assignment. The Contractor shall have the right to subcontract any of the Services to qualified and



duly certified personnel and the Contractor shall remain solely liable for the oversight and performance of such personnel.

- 13. Non-Solicitation. The School agrees that during the Term and for a period of twelve (12) months after termination of the Agreement, the School shall not without prior written approval of the Contractor directly or indirectly, take any action that constitutes, results or may reasonably be expected to result in soliciting, inducing or encouraging any of the Contractor’s employees (presently or affiliated with the Contractor in the then most recent twelve (12) month period) to curtail or terminate such person’s affiliation or employment, or taking any action that results in, or might reasonably be expected to result in, any employee ceasing to perform services for the Contractor. Nothing herein shall limit the School’s right to post opportunities in publications or on-line websites of general or trade circulation, or to engage, hire or recruit any person who responds to such a posting.
- 14. Severability. In the event that any provision of this Agreement, or application of such provision to persons or circumstances is held to be invalid, illegal, or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid, will not be affected thereby, and shall be construed as if such invalid provision had never been contained herein and shall remain valid and enforceable according to its terms.
- 15. Entire Agreement. This Agreement supersedes and replaces all prior agreements between the parties with respect to the Agreement’s subject matter. This Agreement may not be amended or rescinded except by the mutual written consent of authorized representatives of the parties.
- 16. Governing Law. This Agreement shall be governed by state law in the state in which services are rendered, without regard to rules of conflicts of law.
- 17. WAIVER OF JURY TRIAL. THE PARTIES IRREVOCABLY WAIVE THEIR RIGHTS TO A JURY TRIAL.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CONTRACTOR:

ATI HOLDINGS, LLC

By: _____

Print Name: Jason Pequette

Title: Sr. Director of Sports Medicine

SCHOOL:

West Chicago High School

By: _____

Print Name: _____

Title:



Schedule A

Services

The Contractor, with the approval of the School, shall designate an individual to provide the physical therapy services described in this Agreement while serving as a co-head athletic trainers to the School (“Services”). The Services shall consist of:

- (a) Assistance in the coordination of the sports medicine program at the School.
- (b) Advising the School on supplies and training equipment needed for the sports medicine program.
- (c) Assisting the School faculty and athletic coaching staff in the design and implementation of a student sports medicine program.
- (d) Assisting the School faculty and athletic coaching staff in the design and implementation of a continuing education program for the School’s athletic coaching staff.
- (e) Providing conditioning and flexibility training suggestions to the School coaching staff under the direction of a licensed physician to be provided through the School.
- (f) Assistance in monitoring athletic injuries and assistance in developing an injury prevention training program under the direction of a licensed physician to be provided through the School.
- (g) Coordinating and providing injury follow-up and evaluation to assist the treating physicians of students.
- (h) Attendance at the School’s practices, games and other functions as set forth on the attached Schedule B, unless the School has scheduled two or more events at the same time. In such instance, Contractor’s athletic trainer, in conjunction with the School’s athletic director, shall determine which athletic events are to be covered.

The parties acknowledge that from time to time Schedule A may be modified by mutual written consent of parties.



Compensation and Attendance Schedule

The Contractor will provide two (2) certified athletic trainer for the school terms of August 1, 2018 through and including July 31, 2021 for approximately 80 hours per week during the school year. This agreement will also contain two (2) one-year option extensions.. All of the expenses of the Contractor’s athletic trainer are included at no additional charge, except when the School requests the athletic trainer to participate in an out-of-town athletic event requiring travel or overnight lodging. In such instances, the School shall pay the direct costs of such additional expenses as they are incurred by or on behalf of the athletic trainer. In the event that the School desires the Contractor’s athletic trainer to cover other School sporting events (those not indicated on Schedule B), the Contractor and the School will attempt to mutually agree on the coverage of the event and the additional fee for such coverage. The Contractor’s athletic trainer will only cover state sanctioned events. If the School is not a member of a state association, the Contractor’s athletic trainer will only cover school sanctioned events or practices. All events or practices covered are to be mutually agreed upon by the athletic trainer and the athletic director.

The School will provide the Contractor with an opportunity to display signage and banners at each of the athletic events in prominent locations and will allow the Contractor to place information regarding the Contractor’s services and various programs in the School and at the site of the athletic events. The School will allow the Contractor to display the School name and logo and state that it is the “Preferred Sports Medicine Affiliate” for the School on the Contractor’s marketing and advertising materials including, but not limited to, the website used by the Contractor in its business, marketing brochures, posters and other marketing materials. The School will place the Contractor’s logo and text link on the School’s official website with an announcement that the Contractor is the “Official Sports Medicine Provider” for the School. The School will comply with a minimum of one (1) PA announcement (script written by the Contractor) during all home games (with announcer present), and pre-game announcement stating sports medicine services are provided by the Contractor.

Year One: 2018-2019	\$62,000
Three seasonal statements sent each in the amount of	\$20,666.67
Year Two: 2019-2020	\$64,000
Three seasonal statements sent each in the amount of	\$21,333.34
Year Three: 2020-2021	\$66,000
Three seasonal statements sent each in the amount of	\$22,000
Additional Option Years:	
Year Four: 2021-2022	\$68,000
Three seasonal statements sent each in the amount of	\$22,666.67
Year Five: 2022-2023	\$70,000
Three seasonal statements sent each in the amount of	\$23,333.34

Billing will be sent on a seasonal basis in September, December and March for review and payment shall be sent to the following address:

ATI Physical Therapy
62718 Collection Center Dr.
Chicago, IL 60693-0627



Coverage:

Athletic Training Room and Game coverage are based on 80 hours per week.

Traveling coverage will only be for Sophomore/Varsity football games unless mutually agreed upon between the School and the Contractor.

Fall:

Coverage for all levels at all home contests for the following sports:

Boys Football, Boys/Girls Cross Country, Boys Soccer, Girls Volleyball, Girls Swimming and Diving and any tournament hosted by the School.

Winter:

Coverage will be given until 6:30p.m., or until the last home contest ends. Coverage for all levels at all home contests for the following sports:

Boys/Girls Basketball, Boys Wrestling, Girls Gymnastics, Boys Swimming and Diving, and any tournament hosted by the School.

Spring:

Coverage will be given until 6:30 p.m., or until the last home contest ends. Coverage for all levels at all home contests for the following sports:

Boys Baseball, Girls Softball, Boys/Girls Track and Field, Girls Soccer, Boys Volleyball, Girls Badminton, Boys/Girls Water Polo, and any tournament hosted by the School.

Summer:

The months of June and July will be determined based upon mutual agreement between the Athletic Director and the Contractor.



Services Agreement

THIS SERVICES AGREEMENT (this "Agreement") is made this 6th day of July, 2018 between West Chicago High School (hereinafter referred to as the "School") and ATI Holdings, LLC, an Illinois limited liability company, d/b/a ATI Physical Therapy (herein referred to as the "Contractor").

WITNESSETH:

WHEREAS, the School desires to have certain athletic training services, pre-game taping, game training supervision and medical assistance services performed in connection with its athletic programs; and

WHEREAS, the Contractor has agreed to perform such services on behalf of the School under terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

1. Description of Services. The Contractor agrees to furnish all labor services as set forth more fully in Schedule A entitled "Services" hereby referenced and incorporated herein and to attend those events set forth in a Schedule B entitled "Compensation and Attendance Schedule" hereby referenced and incorporated herein.
2. Home Games. The parties understand and agree that it is the primary responsibility of Contractor to attend scheduled athletic events at the School's premises or designated "home" field, court, or applicable venue throughout the school year as determined by the athletic director. In the event that there are two home athletic events subject to this Agreement scheduled at the same time, the School's athletic director or other designee shall notify the Contractor whether the Contractor shall divide his/her time between the scheduled athletic events subject to the Agreement or whether the Contractor shall only attend one of the scheduled events.
3. Site of Services and School Support of Programs. The School shall provide at its sole cost and expense appropriate space for the rendering of any sports medicine program services including, but not limited to, appropriate equipment for the development of preventative programs and an appropriate level of sports medicine supplies for the use of its students. The School shall be solely responsible for determining the times of practice and for scheduling all athletic events subject to this Agreement. The School shall facilitate and notify Contractor of any communications and schedule changes between the School, coaches and the Contractor. The School shall submit to the Contractor within fourteen (14) calendar days after the Effective Date all school holiday practice/game schedules subject to this Agreement. The School agrees to provide appropriate support for the development of a sports medicine program and the Services to be provided in connection with its sports medicine program and athletic practices and events and shall designate an individual(s) (athletic director(s)) to directly monitor and evaluate compliance of the Contractor. The School shall be responsible providing access to all emergency phone locations.
4. Compensation. The School will pay to the Contractor, for the contemplated performance of Services hereunder, sums as set forth fully in the attached Schedule B "Compensation and Attendance Schedule" incorporated herein.
5. Term. This Agreement shall be in full force and effect commencing on August 1, 2018 through and including July 31, 2021 unless terminated earlier by either party upon at least (30) calendar days prior written notice to the other party of its intention to terminate. This agreement will also contain two (2) one-year option extensions.



6. Exclusivity. The School agrees that it has not authorized and during the Term of this Agreement, will not authorize or permit, the endorsement or promotion of any services or products directly or indirectly competitive with services offered by the Contractor and/or any of its affiliates.
7. Independent Contractor. It is hereby understood and agreed that the Contractor, in performing this Agreement, is acting in the capacity of an independent contractor, and that the Contractor is not an agent, servant, partner, nor employee of the School. The Contractor will have control over the work to be performed, and shall be solely responsible to pay its own federal, state and local taxes, salaries, social security payments, and any and all other payments incurred by the Contractor in the performance of this Agreement, as well as perform all necessary legal requirements pertaining to employment. None of the benefits provided by the School to its employees, including but not limited to workers' compensation insurance, disability insurance, medical insurance, and employment insurance are available from the School to the Contractor and/or any and all of the Contractor's agents, servants, and employees. The Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in the name of the School or to bind the School in any way whatsoever.
8. Insurance. The Contractor shall be responsible for providing general liability insurance, professional liability insurance, and workers' compensation insurance for its athletic trainers and its Services. The limits of liability for Contractor's general liability and professional liability insurance policies shall be no less than \$1,000,000.00 per occurrence, \$3,000,000.00 per annual aggregate and workers' compensation coverage in accordance with applicable federal and state statutory requirements. The School shall be responsible for providing general liability insurance including, premises liability insurance, and professional liability insurance for the activities of its employees. The parties shall provide evidence to each other's satisfaction that such insurance is in force. The parties shall maintain such insurance coverage during the Term. Appropriate certificates evidencing such insurance shall be provided upon request.
9. Indemnification. Each party (in such case, an "Indemnifying Party") agrees to indemnify and hold harmless the other party (in such case, an "Indemnified Party") and the Indemnified Party's directors, members, managers, officers, employees, subcontractors, agents, representatives, volunteers, successors and assigns from any and all claims, demands, causes of action, losses and damages arising out of or relating to any alleged acts or omissions of the Indemnifying Party in undertaking the Indemnifying Party's duties under this Agreement. Provided, however, that the School shall not be obligated to indemnify or hold harmless the Contractor for any and all claims, demands, causes of action, losses and damages arising out of or relating to any alleged acts or omissions from which the School is immune from prosecution or liability under applicable state law.
10. Force Majeure. Neither party shall be liable for any delay, failure or inability to perform its obligations (except the obligation to make payments) under this Agreement due to any cause beyond its reasonable control including, but not limited to, Acts of God, civil disturbances, accidents, equipment breakdowns, utility failures, and unavailability of personnel due to disability, leaves or other reasons.
11. Notices. All notices under this Agreement shall be made in writing and shall be deemed to have been given if personally delivered or transmitted by facsimile during regular business hours, or mailed by certified mail, postage pre-paid, return receipt requested, to the School at its last known address, and, if sent to Contractor, addressed to ATI Holdings, LLC, 790 Remington Blvd., Bolingbrook, IL 60440, Attn: Sports Medicine Director.
12. Assignment. The Contractor shall have the right to subcontract any of the Services to qualified and



duly certified personnel and the Contractor shall remain solely liable for the oversight and performance of such personnel.

- 13. Non-Solicitation. The School agrees that during the Term and for a period of twelve (12) months after termination of the Agreement, the School shall not without prior written approval of the Contractor directly or indirectly, take any action that constitutes, results or may reasonably be expected to result in soliciting, inducing or encouraging any of the Contractor’s employees (presently or affiliated with the Contractor in the then most recent twelve (12) month period) to curtail or terminate such person’s affiliation or employment, or taking any action that results in, or might reasonably be expected to result in, any employee ceasing to perform services for the Contractor. Nothing herein shall limit the School’s right to post opportunities in publications or on-line websites of general or trade circulation, or to engage, hire or recruit any person who responds to such a posting.
- 14. Severability. In the event that any provision of this Agreement, or application of such provision to persons or circumstances is held to be invalid, illegal, or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid, will not be affected thereby, and shall be construed as if such invalid provision had never been contained herein and shall remain valid and enforceable according to its terms.
- 15. Entire Agreement. This Agreement supersedes and replaces all prior agreements between the parties with respect to the Agreement’s subject matter. This Agreement may not be amended or rescinded except by the mutual written consent of authorized representatives of the parties.
- 16. Governing Law. This Agreement shall be governed by state law in the state in which services are rendered, without regard to rules of conflicts of law.
- 17. WAIVER OF JURY TRIAL. THE PARTIES IRREVOCABLY WAIVE THEIR RIGHTS TO A JURY TRIAL.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CONTRACTOR:

ATI HOLDINGS, LLC

By: _____

Print Name: Jason Pequette

Title: Sr. Director of Sports Medicine

SCHOOL:

West Chicago High School

By: _____

Print Name: _____

Title:



Schedule A

Services

The Contractor, with the approval of the School, shall designate an individual to provide the physical therapy services described in this Agreement while serving as a co-head athletic trainers to the School (“Services”). The Services shall consist of:

- (a) Assistance in the coordination of the sports medicine program at the School.
- (b) Advising the School on supplies and training equipment needed for the sports medicine program.
- (c) Assisting the School faculty and athletic coaching staff in the design and implementation of a student sports medicine program.
- (d) Assisting the School faculty and athletic coaching staff in the design and implementation of a continuing education program for the School’s athletic coaching staff.
- (e) Providing conditioning and flexibility training suggestions to the School coaching staff under the direction of a licensed physician to be provided through the School.
- (f) Assistance in monitoring athletic injuries and assistance in developing an injury prevention training program under the direction of a licensed physician to be provided through the School.
- (g) Coordinating and providing injury follow-up and evaluation to assist the treating physicians of students.
- (h) Attendance at the School’s practices, games and other functions as set forth on the attached Schedule B, unless the School has scheduled two or more events at the same time. In such instance, Contractor’s athletic trainer, in conjunction with the School’s athletic director, shall determine which athletic events are to be covered.

The parties acknowledge that from time to time Schedule A may be modified by mutual written consent of parties.



Compensation and Attendance Schedule

The Contractor will provide two (2) certified athletic trainer for the school terms of August 1, 2018 through and including July 31, 2021 for approximately 80 hours per week during the school year. This agreement will also contain two (2) one-year option extensions.. All of the expenses of the Contractor's athletic trainer are included at no additional charge, except when the School requests the athletic trainer to participate in an out-of-town athletic event requiring travel or overnight lodging. In such instances, the School shall pay the direct costs of such additional expenses as they are incurred by or on behalf of the athletic trainer. In the event that the School desires the Contractor's athletic trainer to cover other School sporting events (those not indicated on Schedule B), the Contractor and the School will attempt to mutually agree on the coverage of the event and the additional fee for such coverage. The Contractor's athletic trainer will only cover state sanctioned events. If the School is not a member of a state association, the Contractor's athletic trainer will only cover school sanctioned events or practices. All events or practices covered are to be mutually agreed upon by the athletic trainer and the athletic director.

Year One: 2018-2019	\$62,000
Three seasonal statements sent each in the amount of	\$20,666.67
Year Two: 2019-2020	\$64,000
Three seasonal statements sent each in the amount of	\$21,333.34
Year Three: 2020-2021	\$66,000
Three seasonal statements sent each in the amount of	\$22,000
Additional Option Years:	
Year Four: 2021-2022	\$68,000
Three seasonal statements sent each in the amount of	\$22,666.67
Year Five: 2022-2023	\$70,000
Three seasonal statements sent each in the amount of	\$23,333.34

Billing will be sent on a seasonal basis in September, December and March for review and payment shall be sent to the following address:

ATI Physical Therapy
62718 Collection Center Dr.
Chicago, IL 60693-0627



Coverage:

Athletic Training Room and Game coverage are based on 80 hours per week.

Traveling coverage will only be for Sophomore/Varsity football games unless mutually agreed upon between the School and the Contractor.

Fall:

Coverage for all levels at all home contests for the following sports:

Boys Football, Boys/Girls Cross Country, Boys Soccer, Girls Volleyball, Girls Swimming and Diving and any tournament hosted by the School.

Winter:

Coverage will be given until 6:30p.m., or until the last home contest ends. Coverage for all levels at all home contests for the following sports:

Boys/Girls Basketball, Boys Wrestling, Boys Swimming and Diving, and any tournament hosted by the School.

Spring:

Coverage will be given until 6:30 p.m., or until the last home contest ends. Coverage for all levels at all home contests for the following sports:

Boys Baseball, Girls Softball, Boys/Girls Track and Field, Girls Soccer, Boys Volleyball, Girls Badminton, and any tournament hosted by the School.

Summer:

The months of June and July will be determined based upon mutual agreement between the Athletic Director and the Contractor.

Community High School District 94 West Chicago, Illinois

Memorandum

To: Dr. Douglas Domeracki
 From: Appendix B Committee
 Date: July, 2018
 Re: Approve Appendix B Recommendations

In April 2018 the Appendix B Committee convened to audit and evaluate Appendix B and make recommendations to the Board. The committee is comprised of three Certified Staff members, one Support Staff member and four Administrators. The following was recommended by the committee:

For the 2018/19 School Year:

- Add the following Stipends to be funded with \$15,000 agreed to in the 2017-2021 WCHSTA Collective Bargaining Agreement:

Activity Name/Position	Group	2018/19 Stipend
IHSA Drama	1	\$1,786
Wego Global	1	\$1,786
Anime Club	2	\$1,071
Compass	2	\$1,071
GSA	2	\$1,071
LifeSmarts	2	\$1,071
Personal Finance Challenge	2	\$1,071
ROAR (2 positions)	2	\$1,071 x 2 positions
Snowball	2	\$1,071
Book Club	3	\$715
Club Green	3	\$715
Math Team Assistant	3	\$715
Music Honors Society	3	\$715
TOTAL		\$15,000

NOTE: The above stipends are for the 2018/19 school year only and may be changed up or down recommendation made by the committee regarding the final structure.

- Add the following Athletic positions:
 - Assistant Boys Golf
 - Current status is 1 Head coach for 25 players.
 - No coach for dual meets at different locations.
 - Greater supervision needed for practice.
 - Would allow use of min-bus. Currently must use yellow bus (cost savings).
 - Position was cut 6 years ago.

Community High School District 94 West Chicago, Illinois

- Assistant Poms/Dance
 - Unable to compete at JV level. Would be able to add students.
 - More supervision needed for practice, overnight competitions, and long day trips.
 - Provide ability to compete at a higher level with greater skill instruction.
 - Split seasons (sideline and competition).
- Assistant Boys Cross Country
 - Safety and supervision for practice to have two coaches, one with faster kids, one with slower kids.
 - One coach for over 20 kids. Girls have 2 coaches.
- Assistant Boys Soccer (Varsity level)
 - Provide more targeted and specialized coaching.
 - Provide more support for scouting, lower level player development.
- Estimated Cost for new Athletic Positions:
 - Boys Golf \$2,900
 - Poms/Dance \$3,100
 - Boys Soccer \$4,500
 - Boys XC \$2,400
 - **TOTAL** **\$12,900**

For the 2019/20 School Year pending committee final recommendations:

- The following represents the most current discussion of the committee. All recommendations are in draft form at this point:
 - Replace the current Appendix B Structure with a new model which groups Athletics into four to six categories and Activities into three categories based on criteria established by the committee.
 - Collapse steps (experience levels) into bands such as 1-3 years, 4-6 years, etc.
 - Reallocate existing Appendix B funds to accomplish the following:
 - Better align with the way other school districts pay stipends.
 - Create internal equity among stipend positions.
 - Simplify the structure.
 - Reward and incentivize coaches and sponsors for long term service.
 - Review and clarify criteria used for placing new hires onto the structure.
- If changes to Appendix B are considered a “modification” of the Teacher Contract then consideration must be given to the possible impact of the 3% salary cap legislation.

TO: David Blatchley
FROM: Elizabeth Hennessy and Karen Barron, Raymond James & Associates
RE: Disclosure Policy and Procedures
DATE: July 11, 2018

Chapman and Cutler has prepared Disclosure Policy and Procedures for the District's consideration. These procedures address both primary and secondary market disclosure and the District's obligation to comply with Rule 15c2-12 of the Securities and Exchange Act of 1934. In recent years municipal bond issuers have come under fire for neglecting their obligations under this federal rule. The policy spells out the District's obligations with regard to disclosure to bond investors and sets forth procedures for compliance summarized as follows:

- Names the Director of Business Services of the District the "Disclosure Officer"
- For a primary market debt offering via the use of an Official Statement states that the District may hire professionals to prepare the statement but the Disclosure Officer shall review and make comments on the Official Statement and determine the accuracy of all information regarding the District and provide final sign off on the document. Additionally, the use of the Official Statement must be ratified, approved and authorized by the President of the Board of Education (typically included in the bond resolution)
- For secondary market disclosure requires the District to produce the annual financial information which updates certain parts of the original Official Statement on an annual basis and files this information with the audited financial statement 210 days after the fiscal year end on the Municipal Securities Rulemaking Board (MSRB) EMMA website. The District may use professionals for this service and has used Raymond James for the past two years to provide this service and Ehlers prior to that.
- Requires the District to file a notice on EMMA within ten days of any material events such as bond rating changes, delinquent bond payments or default. Raymond James is happy to assist the District with the posting of any material event – the most common is bond rating changes.

We agree with bond and disclosure counsel's recommendation to adopt this Disclosure Policy and Procedures to formalize the District obligations to bond investors per federal law. Please let me know if you have any questions on this information at (312) 612-7641.

MINUTES of a _____ public meeting of the Board of Education of Community High School District Number 94, DuPage County, Illinois, held at the _____, West Chicago, Illinois, in said School District at ____ o'clock P.M., on the _____, 2018.

* * *

The meeting was called to order by the President, and upon the roll being called, Gary R. Saake, the President, and the following members were physically present at said location: _____

The following members were allowed by a majority of the members of the Board of Education in accordance with and to the extent allowed by rules adopted by the Board of Education to attend the meeting by video or audio conference: _____

No member was not permitted to attend the meeting by video or audio conference.

The following members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The President announced that the Board of Education would consider a resolution adopting a disclosure compliance policy of the District.

Whereupon, Member _____ presented and the Secretary read by title a resolution as follows, a copy of which was provided to each member prior to said meeting and to everyone in attendance at said meeting who requested a copy:

RESOLUTION adopting a disclosure compliance policy of
Community High School District Number 94, DuPage County,
Illinois.

* * *

WHEREAS, the Board of Education (the “*Board*”) of Community High School District Number 94, DuPage County, Illinois (the “*District*”), has determined that it is necessary and in the best interest of the District to ensure compliance with its responsibilities under federal securities laws, including its continuing disclosure undertakings (the “*Undertakings*”) under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the “*Rule*”), and the statements of the Securities and Exchange Commission (the “*SEC*”) in enforcement actions; and

WHEREAS, it is necessary and in the best interest of the District that the District adopt appropriate policies and procedures (the “*Disclosure Policies and Procedures*”) and training to enable the District to create accurate disclosures with respect to its (i) preliminary official statements, final official statements and any supplements or amendments thereto, disseminated by the District pursuant to the issuance by the District of any bonds, notes, certificates or other obligations, (ii) Financial Information, as required by and defined in the Undertakings to be filed with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access (“*EMMA*”) system, and (iii) notices of Material Events or Reportable Events, each as defined in the Undertakings, and any other required or voluntary disclosures to EMMA:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Board of Education of Community High School District Number 94, DuPage County, Illinois, as follows:

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

Section 2. The Board and the District hereby adopt the Disclosure Policies and Procedures attached as *Exhibit A* hereto and made a part hereof and, in doing so, amend any similar disclosure policies and procedures heretofore adopted.

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

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

Adopted _____, 2018.

President, Board of Education

Attest:

Secretary, Board of Education

EXHIBIT A

COMMUNITY HIGH SCHOOL DISTRICT NUMBER 94, DUPAGE COUNTY, ILLINOIS (THE “DISTRICT”) POLICIES AND PROCEDURES FOR PREPARING AND UPDATING DISCLOSURES

Pursuant to the District’s responsibilities under the securities laws, including its continuing disclosure undertakings (the “*Undertakings*”) under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, and the Securities and Exchange Commission’s statements in enforcement actions, it is necessary and in the best interest of the District that the District’s (i) preliminary and final official statements or offering circulars and any supplements or amendments thereto (collectively, the “*Official Statements*”), disseminated by the District in connection with any bonds, notes, certificates or other obligations, (ii) Annual Financial Information, as required by and defined in the Undertakings (the “*Annual Financial Information*”) to be filed with the Municipal Securities Rulemaking Board’s (“*MSRB*”) Electronic Municipal Market Access (“*EMMA*”) system, and (iii) notices of Material Events or Reportable Events, each as defined in the Undertakings, and any other required or voluntary disclosures to EMMA (each, an “*EMMA Notice*”) comply in all material respects with the federal securities laws. Further, it is necessary and in the best interest of the District that the District adopt policies and procedures to enable the District to create accurate disclosures with respect to its (i) Official Statements, (ii) Annual Financial Information, and (iii) EMMA Notices. Official Statements, Annual Financial Information and EMMA Notices are collectively referred to herein as the “*Disclosures*.”

In response to these interests, the District hereby adopts the following policies and procedures (the “*Disclosure Policy*”):

- (a) *Disclosure Officer*. The Director of Business Services of the District (the “*Disclosure Officer*”) is hereby designated as the officer responsible for the procedures related to Disclosures as hereinafter set forth (collectively, the “*Disclosure Procedures*”).

(b) *Disclosure Procedures: Official Statements.* Whenever an Official Statement will be disseminated in connection with the issuance of obligations by the District, the Disclosure Officer will oversee the process of preparing the Official Statement pursuant to the following procedures:

1. The District shall select (a) the working group for the transaction, which group may include outside professionals such as disclosure counsel, a municipal advisor and an underwriter (the “*Working Group*”) and (b) the member of the Working Group responsible for preparing the first draft of the Official Statement.

2. The Disclosure Officer shall review and make comments on the first draft of the Official Statement. Such review shall be done in order to determine that the Official Statement does not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Official Statement not misleading. Particular attention shall be paid to the accuracy of all descriptions, significant information and financial data regarding the District. Examples include confirming that information relating to the District, including but not limited to demographic changes, the addition or loss of major employers, the addition or loss of major taxpayers or any other material information within the knowledge of the Disclosure Officer, is included and properly disclosed. The Disclosure Officer shall also be responsible for ensuring that the financial data presented with regard to the District is accurate and corresponds with the financial information in the District’s possession, including but not limited to information regarding bonded indebtedness, notes, certificates, outstanding leases, tax rates or any other financial information of the District presented in the Official Statement.

3. After completion of the review set forth in 2. above, the Disclosure Officer shall (a) discuss the first draft of the Official Statement with the members of the Working Group and such staff and officials of the District as the Disclosure Officer deems necessary and appropriate and (b) provide comments, as appropriate, to the members of the Working Group. The Disclosure Officer shall also consider comments from members of the Working Group and whether any additional changes to the Official Statement are necessary or desirable to make the document compliant with the requirements set forth in 2. above.

4. The Disclosure Officer shall continue to review subsequent drafts of the Official Statement in the manner set forth in 2. and 3. above.

5. If, in the Disclosure Officer’s reasonable judgment, the Official Statement does not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Official Statement not misleading, the Official Statement may, in the reasonable discretion of the Disclosure Officer, be released for dissemination to the public; *provided, however,* that the use of the Official Statement must be ratified, approved and authorized by the President and Board of Education of the District (the “*Board*”).

(c) *Disclosure Procedures: Annual Financial Information.* The Disclosure Officer will oversee the process of preparing the Annual Financial Information pursuant to these procedures:

1. By December 1 of each year (the same being at least 30 days prior to the last date on which the Annual Financial Information is required to be disseminated pursuant to the related Undertaking, the Disclosure Officer shall begin to prepare (or hire an agent to prepare) the Annual Financial Information. The Disclosure Officer shall also review the audited or unaudited financial statements, as applicable, to be filed as part of the Annual Financial Information (the “*Financial Statements*”). In addition to the required updating of the Annual Financial Information, the Disclosure Officer should consider whether additional information needs to be added to the Annual Financial Information in order to make the Annual Financial Information, including the Financial Statements, taken as a whole, correct and complete in all material respects. For example, if disclosure of events that occurred subsequent to the date of the Financial Statements would be necessary in order to clarify, enhance or correct information presented in the Financial Statements, in order to make the Annual Financial Information, taken as a whole, correct and complete in all material respects, disclosure of such subsequent events should be made.

2. If, in the Disclosure Officer’s reasonable judgment, the Annual Financial Information, including the Financial Statements, is correct and complete in all material respects, the Disclosure Officer shall file the Annual Financial Information with EMMA (or confirm that such filing is completed by any agent hired by the District for such purpose) within the timeframe allowed for such filing.

(d) *Disclosure Procedures: EMMA Notices.* Whenever the District determines to file an EMMA Notice, or whenever the District decides to make a voluntary filing to EMMA, the Disclosure Officer will oversee the process of preparing the EMMA Notice pursuant to these procedures:

1. The Disclosure Officer shall prepare (or hire an agent to prepare) the EMMA Notice. The EMMA Notice shall be prepared in the form required by the MSRB.

2. In the case of a disclosure required by an Undertaking, the Disclosure Officer shall determine whether any changes to the EMMA Notice are necessary to make the document compliant with the Undertaking.

3. If, in the Disclosure Officer’s reasonable judgment, the EMMA Notice is correct and complete and, in the case of a disclosure required by an Undertaking, complies with the Undertaking, the Disclosure Officer shall file the EMMA Notice with EMMA (or confirm that such filing is completed by any agent hired by the District for such purpose) within the timeframe allowed for such filing.

(e) *Additional Responsibilities of the Disclosure Officer.* The Disclosure Officer, in addition to the specific responsibilities outlined above, shall have general oversight of the entire disclosure process, which shall include:

1. Maintaining appropriate records of compliance with this Disclosure Policy (including proofs of EMMA filings) and decisions made with respect to issues that have been raised;
2. Evaluating the effectiveness of the procedures contained in this Disclosure Policy; and
3. Making recommendations to the Board as to whether revisions or modifications to this Disclosure Policy are appropriate.

(f) *General Principles.*

1. All participants in the disclosure process should be encouraged to raise potential disclosure items at all times in the process.
2. The process of revising and updating the Disclosures should not be viewed as a mechanical insertion of current numbers. While it is not anticipated that there will be major changes in the form and content of the Disclosures at the time of each update, the Disclosure Officer should consider whether such changes are necessary or desirable in order to make sure the Disclosure does not make any untrue statement of a material fact or omit to state a material fact necessary or desirable, in order to make the statements made, in light of the circumstances in which they were made, not misleading at the time of each update.
3. Whenever the District releases information, whether in written or spoken form, that may reasonably be expected to reach investors, it is said to be “speaking to the market.” When speaking to the market, District officials must be sure that the released information does not make any untrue statement of a material fact or omit to state a material fact necessary or desirable, in order to make the statements made, in light of the circumstances in which they were made, not misleading.
4. While care should be taken not to shortcut or eliminate any steps outlined in this Disclosure Policy on an ad hoc basis, the review and maintenance of the Disclosures is a fluid process and recommendations for improvement of these Disclosure Procedures should be solicited and regularly considered.
5. The Disclosure Officer is authorized to request and pay for attendance at relevant conferences or presentations or annual training sessions conducted by outside counsel, consultants or experts in order to ensure a sufficient level of knowledge for the effective administration of this Disclosure Policy.

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

After a full discussion thereof, the President directed that the roll be called for a vote upon
the motion to adopt said resolution.

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

_____ and the following members voted NAY: _____ .

Whereupon the President declared the motion carried and said resolution adopted,
approved and signed the same in open meeting and directed the Secretary to record the same in
full in the records of the Board of Education of Community High School District Number 94,
DuPage County, Illinois, which was done.

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

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

Secretary, Board of Education

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of Community High School District Number 94, DuPage County, Illinois (the “Board”), and as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitute a full, true and complete transcript of the minutes of the meeting of the Board held on the ___ day of _____, 2018, insofar as the same relates to the adoption of a resolution entitled:

RESOLUTION adopting a disclosure compliance policy of Community High School District Number 94, DuPage County, Illinois.

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

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the School Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature, this ___ day of _____, 2018.

Secretary, Board of Education

**INTERGOVERNMENTAL AGREEMENT –
COOPERATIVE BOYS AND GIRLS SWIMMING AND DIVING TEAMS**

This Agreement ("Agreement") is made by and between the **BOARDS OF EDUCATION of COMMUNITY HIGH SCHOOL DISTRICT 94** ("District 94"), DuPage County, Illinois, **BATAVIA PUBLIC SCHOOL DISTRICT 101** ("District 101"), and **GENEVA COMMUNITY HIGH SCHOOL DISTRICT 304** ("District 304"), Kane and DuPage Counties, Illinois (collectively the "Parties").

RECITALS

WHEREAS, the Parties are "school districts" as defined under Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois School Code, 105 ILCS 5/1 *et seq.*; and are "public agencies" as defined under Paragraph 2 of the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, the Parties are authorized under said Constitution and Acts to enter into intergovernmental agreements; and

WHEREAS, District 94 operates Community High School (also known as West Chicago Community High School), District 101 operates Batavia High School and District 304 operates Geneva Community High School; and

WHEREAS, Community High School District 94 maintains a Boys swimming and diving team, and a Girls swimming and diving team; Batavia High School does not maintain any swimming or diving teams; and Geneva Community High School does not maintain a girls swimming team and

WHEREAS, West Chicago Community High School, Batavia High School and Geneva Community High School desire to create additional athletic and swimming/diving opportunities for the students of all three (3) schools by maintaining cooperative Boys and Girls swimming and diving teams, and have determined that maintaining such teams will not limit participation opportunities for students in either schools; and

WHEREAS, District 94, District 101, and District 304 have each determined that this Agreement is in their respective best interests; and, that this Agreement is in the best interests of West Chicago Community High School, Batavia High School and Geneva Community High School.

NOW, THEREFORE, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

2. Term of Agreement/Renewals. The term of this Agreement shall be for the 2018-2019 and 2019-2020 school years (July 1, 2018 through June 30, 2020). Thereafter, this Agreement may be renewed by the mutual agreement of the Parties, the Upstate Eight Athletic Conference, and the Illinois High School Association. If no such mutual agreement is reached by June 30, 2020 this Agreement shall terminate without further action by any party.

3. Cooperative Team Sponsorship. West Chicago Community High School, Batavia High School shall cooperatively sponsor a Boys swimming and diving team, and a Girls swimming and diving team and Geneva Community High School shall cooperatively sponsor a Girls swimming and diving team for the term of this Agreement, and any renewal thereof, in accordance with all of the following terms and conditions:

- A. The host school will be West Chicago Community High School.
- B. Students from West Chicago Community High School, Batavia High School and Geneva Community High School who are members of the teams are referred to in this Agreement as "Participants".
- C. Each team will be named the West Chicago (Community High School) Wildcats.
- D. Home games and practices will be held at West Chicago Community High School.
- E. West Chicago Community High School shall provide all of the coaches for both the girls and boys teams.
- F. West Chicago Community High School, Batavia High School and Geneva Community High School will be equally responsible for coaching salaries, all equipment expenses, officials' expenses, entry fees, meet workers expenses and transportation costs to away contests from West Chicago Community High School. All such costs shall be split on a 34%/33%/33% basis.

- G. Transportation of West Chicago Community High School Participants to West Chicago Community High School shall be the responsibility of said Participants and their parents. Transportation of Batavia High School Participants and Geneva Community High School Participants to West Chicago Community High School shall be the responsibility of Batavia High School and Geneva Community High School.
- H. Premises liability insurance covering the teams shall be provided by District 94, at its expense. District 94, District 101, and District 304 shall each obtain or maintain, at their expense, general liability and errors and omissions insurance covering their respective students' participation on the teams, in amounts and with coverage determined by Community High School District 94. To the fullest extent permitted by law, District 101 and District 304 shall indemnify, defend, and hold Community High School District 94 harmless from any loss, including reasonable attorneys' fees, for any claims arising out of the operation of the teams that are attributable to District 101 and District 304, its students, staff or agents
- I. Academic eligibility for students of all three (3) schools will follow all IHSA guidelines. Academic eligibility checks will be made and reported to the West Chicago Community High School principal on a designated day of each week as determined by the West Chicago Community High School principal.
- J. Training rules and proper attire of all Participants from all schools shall be determined by West Chicago Community High School, and subject to the athletic code of Community High School District 94.
- K. All Participants shall have all appropriate paperwork required by District 94 and the IHSA on file before participation may begin. Physicals as well as parent permission slips, concussion forms, and other required paperwork must be supplied to West Chicago Community High School for all Participants.
- L. All Participants from all three (3) schools shall pay the current Community High School District 94 participation fees for boys and girls swimming seasons. Batavia High School and Geneva Community High School shall timely collect and provide Community High School District 94 with all required participation fees for its Participants. For duration of this agreement, transportation costs will be reviewed during and after each season to determine appropriate participation fees for the following seasons.
- M. Post-season costs will be prorated for each school's Participants.
- N. The Participants will receive appropriate awards at West Chicago Community High School. West Chicago Community High School shall provide all awards to be distributed at its awards night.
- O. Spectators from all three schools shall be subject to the rules in the Community High School District 94 student handbook and extra-curricular handbook.

4. Termination. Each of the Parties may terminate this Agreement upon the other Party's failure to comply fully with any provision of this Agreement, if the non-complying party has not resolved such failure within thirty (30) days after it has been notified thereof in writing.

5. Waiver. The waiver by the Parties of any breach, default, or noncompliance by the other Party under any provision of this Agreement shall not be deemed to constitute a waiver of such provision for any subsequent breach, default or noncompliance on the part of such other Party, of the same or any other provision.

6 Notices. All notices required or permitted to be given under this Agreement shall be deemed given when such notice is either hand delivered or sent by certified mail, return receipt requested and deposited with the United States Postal Service, with postage thereon prepaid, addressed to the other party at the following addresses:

If to District 94:

Community High School
157 W. Washington Street
West Chicago, IL 60185

If to District 101:

Batavia High School
1201 Main Street
Batavia, IL 60510

If to District 304

Geneva Community High School
416 McKinley Avenue
Geneva, IL 60134

The Parties may designate, in writing, any further or different addresses to which subsequent notices shall be sent.

7. Amendments. This Agreement represents the entire, integrated Agreement between the Parties hereto with respect to its subject matter. This Agreement may only be amended or modified by a written instrument executed by all Parties.

8. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and venue for any claims shall be in DuPage County, Illinois.

9. Counterparts. This Agreement may be signed in multiple counterparts with the same effect as if the signatures to each were upon the same Agreement.

10. Additional Documents. The Parties agree to execute such additional documents as may be required from time to time to further carry out the purposes and intent of this Agreement.

11. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

12. **Effective Date.** This Agreement shall be deemed dated and become effective when the last of the duly authorized representative of the Parties signs and dates this Agreement as set forth below.

**BOARD OF EDUCATION OF
COMMUNITY HIGH SCHOOL DISTRICT 94
DUPAGE COUNTY, ILLINOIS**

By: _____
President

Attest: _____
Secretary

Dated: _____