

Proviso Township High Schools Board of Education Regular Meeting

Tuesday, April 23, 2024

5:30 PM

Proviso Math & Science Academy Auditorium and Board Room

8601 W Roosevelt Road

Forest Park, IL 60130

AGENDA

BOARD OF EDUCATION MEMBER OATH OF OFFICE

I, do solemnly swear that I will faithfully discharge the duties of the office of member of the Board of Education of Proviso Township High Schools District 209, in accordance with the Constitution of the United States, the Constitution of the State of Illinois, and the laws of the State 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.

As part of the Board of Education, I shall accept the responsibility for my role in the equitable and quality education of every student in the School District;

I shall foster with the Board extensive participation of the community, formulate goals, define outcomes, and set the course for Proviso Township High Schools District 209;

I shall assist in establishing a structure and an environment designed to ensure all students have the opportunity to attain their maximum potential through a sound organizational framework;

I shall strive to ensure a continuous assessment of student achievement and all conditions affecting the education of our children, in compliance with State law;

I shall serve as education's key advocate on behalf of students and our community's school (or schools) to advance the vision for Proviso Township High Schools District 209; and

I shall strive to work together with the District Superintendent to lead the School District toward fulfilling the vision the Board has created, fostering excellence for every student in the areas of academic skills, knowledge, citizenship, and personal development.

EXECUTIVE SESSION 5:30 PM

OPEN SESSION 7:30 PM

1. Call to Order
2. Establish Quorum
3. Retire to Executive Session
4. Executive Session Board of Education

A. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with this Act. 5 ILCS 120/2(c)(1)

B. Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees 5 ILCS 120/2(c) (2).

C. Litigation, when an action against, affecting or on behalf of the particular public body has been filled and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. 5 ILCS 120/2(c) (11).

5. Reconvene the Regular Meeting

6. Pledge of Allegiance

7. PTHS D209 Vision Statement

8. Public Comments

9. Reports and Communications from the Superintendent of Schools

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Closed Session In Progress

**Board of
Education**



Amanda Grant
President



David Ocampo
Vice President



Jennifer Barbahen
Secretary



Rodney Alexander
Board Member



Sandra Hixson
Board Member



Arbdella "Della" Patterson
Board Member



Sam Valtierrez
Board Member

New Beginnings...

**Board of Education
Regular Meeting**

April 23, 2024

Mr. Alexander Aschoff

Mr. Luke Pavone

Co-Interim Superintendents



PROVISO MATHEMATICS & SCIENCE ACADEMY



PROVISO WEST

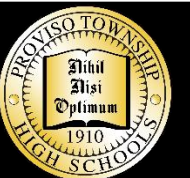


PROVISO EAST



ONE PROVISO

PUBLIC COMMENTS



Interim Superintendent's Report

6

Mr. Luke Pavone & Mr. Alexander Aschoff
April 23, 2024



Financial Update

- Fiscal Year 2023 Audit Results
- IMRF Authorized Agent
- Business Office Updates

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Business Office

Dr. Deborah Watson-Hill, CSBO



Proviso Township High School District 209 Fiscal Year 2023 Audit Results

PRIMARY ENGAGEMENT TEAM MEMBERS

Nick Cavaliere CPA, CFE – Partner

Brooke Knabenhans– Senior Associate

Joshua Kho CPA – Senior Associate

Emma Korp CPA – Associate

Fiscal Year 2023 Audit Procedures are complete, and our reports were issued on March 29, 2024.

Proviso Township High School District 209 Fiscal Year 2023 Audit Results

SCOPE OF THE DISTRICT'S FISCAL YEAR 2023 AUDIT

- Financial Statements
- Illinois State Board of Education Annual Financial Report (SD50-35/JA50-60)
- Consolidated Year End Financial Report (CYEFR)
- Schedule of Expenditures of Federal Awards (SEFA)
- Report on Internal Control over Financial Reporting and Other Matters Based on Audit Conducted in Accordance with Government Auditing Standards
- Single Audit of the District's Major Federal Programs in Accordance with the Uniform Guidance

Proviso Township High School District 209 Fiscal Year 2023 Audit Results

RESULTS OF THE DISTRICT'S FISCAL YEAR 2023 AUDIT

Unmodified Audit Opinion – Clean Opinion

- Financials Statements

Unmodified Audit Opinion – In-Relation to the Basic Financial Statements

- Illinois State Board of Education Annual Financial Report (SD50-35/JA50-60)
- Consolidated Year End Financial Report (CYEFR)
- Schedule of Expenditures of Federal Awards (SEFA)

PROVISO TOWNSHIP HIGH SCHOOL DISTRICT 209

GOVERNMENTAL FUNDS

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2023**

	GENERAL FUND	OPERATIONS AND MAINTENANCE FUND	TRANSPORTATION FUND	MUNICIPAL RETIREMENT/SOCIAL SECURITY FUND
Revenues				
Property taxes	\$ 49,801,705	\$ 9,714,691	\$ 2,358,754	\$ 2,244,701
Corporate personal property replacement taxes	9,904,215	1,744,689	-	97,234
State aid	26,269,417	3,900,000	1,404,118	-
Federal aid	6,692,900	-	-	-
Investment income	855,985	83,851	102,884	45,324
Student activities	529,076	-	-	-
Other	896,149	27,071	-	-
Total revenues	94,949,447	15,470,302	3,865,756	2,387,259
Expenditures				
Current:				
Instruction:				
Regular programs	21,923,064	-	-	262,565
Special programs	10,708,174	-	-	88,229
Other instructional programs	3,944,684	-	-	170,502
Student activities	229,822	-	-	-
State retirement contributions	12,598,998	-	-	-
Support Services:				
Pupils	6,538,262	-	-	276,664
Instructional staff	3,649,789	-	-	32,997
General administration	2,794,877	-	-	33,997
School administration	3,632,654	-	-	151,200
Business	3,050,885	-	-	135,670
Transportation	-	-	4,612,208	23,407
Operations and maintenance	-	8,548,450	-	401,108
Central	3,792,184	-	-	73,113
Other supporting services	12,592	-	-	-
Community services	380,997	-	-	16,783
Payments to other districts and gov't units	7,467,922	601,757	428,009	-
Debt Service:				
Principal	-	-	-	-
Interest and other	-	-	-	-
Capital outlay	383,302	8,654,395	-	-
Total expenditures	81,108,206	17,804,602	5,040,217	1,666,235
Excess (deficiency) of revenues over expenditures	13,841,241	(2,334,300)	(1,174,461)	721,024
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers (out)	(12,422)	(151,106)	-	-
Total other financing sources (uses)	(12,422)	(151,106)	-	-
Net change in fund balance	13,828,819	(2,485,406)	(1,174,461)	721,024
Fund balance, beginning of year	56,002,938	5,927,710	3,920,838	1,820,862
Fund balance (deficit), end of year	\$ 69,831,757	\$ 3,442,304	\$ 2,746,377	\$ 2,541,886

DEBT SERVICE FUND	CAPITAL PROJECTS FUND	FIRE PREVENTION AND LIFE SAFETY FUND	TOTAL
\$ 5,875,380	\$ -	\$ 392,194	\$ 70,387,425
-	-	-	11,746,138
150,000	3,396,910	-	35,120,445
-	9,280,358	-	15,973,258
74,102	23,287	60,556	1,245,989
-	-	-	529,076
-	-	-	923,220
6,099,482	12,700,555	452,750	135,925,551
-	-	-	22,185,629
-	-	-	10,796,403
-	-	-	4,115,186
-	-	-	229,822
-	-	-	12,598,998
-	-	-	6,814,926
-	-	-	3,682,786
-	-	-	2,828,874
-	-	-	3,783,854
-	-	-	3,186,555
-	-	-	4,635,615
-	-	-	8,949,558
-	-	-	3,865,297
-	-	-	12,592
-	-	-	397,780
-	-	-	8,497,688
3,136,405	-	-	3,136,405
2,936,723	-	-	2,936,723
-	35,264,213	-	44,301,910
6,073,128	35,264,213	-	146,956,601
26,354	(22,563,658)	452,750	(11,031,050)
163,528	-	-	163,528
-	-	-	(163,528)
163,528	-	-	-
189,882	(22,563,658)	452,750	(11,031,050)
3,687,592	8,799,718	2,388,635	82,548,293
\$ 3,877,474	\$ (13,763,940)	\$ 2,841,385	\$ 71,517,243



**PROVISO TOWNSHIP HIGH SCHOOL DISTRICT 209
CAPITAL PROJECTS FUND**

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET TO ACTUAL
FOR THE YEAR ENDED JUNE 30, 2023

	ORIGINAL AND FINAL BUDGET	ACTUAL	VARIANCE WITH FINAL BUDGET
Revenues			
Local sources			
Investment income	\$ 36,812	\$ 23,287	\$ (13,525)
Total local sources	<u>36,812</u>	<u>23,287</u>	<u>(13,525)</u>
State sources			
Evidence based funding	<u>-</u>	<u>3,396,910</u>	<u>3,396,910</u>
Total state sources	<u>-</u>	<u>3,396,910</u>	<u>3,396,910</u>
Federal sources			
Other restricted revenue from federal sources	<u>12,000,000</u>	<u>9,280,358</u>	<u>(2,719,642)</u>
Total federal sources	<u>12,000,000</u>	<u>9,280,358</u>	<u>(2,719,642)</u>
Total revenues	<u>12,036,812</u>	<u>12,700,555</u>	<u>663,743</u>
Expenditures			
Support services			
Business			
Facilities acquisition and construction service			
Purchased services	5,000,000	-	5,000,000
Capital outlay	<u>14,915,000</u>	<u>35,264,213</u>	<u>(20,349,213)</u>
Total	<u>19,915,000</u>	<u>35,264,213</u>	<u>(15,349,213)</u>
Total business	<u>19,915,000</u>	<u>35,264,213</u>	<u>(15,349,213)</u>
Total support services	<u>19,915,000</u>	<u>35,264,213</u>	<u>(15,349,213)</u>
Total expenditures	<u>19,915,000</u>	<u>35,264,213</u>	<u>(15,349,213)</u>
Net change in fund balance	<u>\$ (7,878,188)</u>	<u>(22,563,658)</u>	<u>\$ (14,685,470)</u>
Fund balance, beginning of year		<u>8,799,718</u>	
Fund balance (deficit), end of year		<u>\$ (13,763,940)</u>	

NOTE 2 - STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Excess of Expenditures over Budget

For the year ended June 30, 2023, expenditures exceeded budget in the Capital Projects Fund by \$15,349,213. This excess was funded by a transfer from the General Fund in fiscal year 2024 that was approved by the Board of Education on October 10, 2023.

Deficit Fund Equity

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The Capital Projects Fund had a deficit fund balance of \$13,763,940 as of June 30, 2023. This deficit was funded by a transfer from the General Fund to the Capital Projects Fund of \$38,000,000 that was approved by the Board of Education on October 10, 2023 in fiscal year 2024.

Proviso Township High School District 209 Fiscal Year 2023 Audit Results

RESULTS OF THE DISTRICT'S FISCAL YEAR 2023 AUDIT

- Single Audit of the District's Major Federal Programs in Accordance with the Uniform Guidance
 - Total Expenditures of Federal Awards subject to audit - \$15,610,104
 - 3 Major Programs Audited
 - Education Stabilization Fund - \$10,099,028
 - Child Nutrition Cluster - \$1,792,502
 - Special Education Cluster (IDEA) \$1,100,753
 - Percentage of federal expenditures audited as Major Program – 83.23%
- Report on Compliance for the Major Program – **Unmodified Audit Opinion**
- Report on Internal Control over Compliance – **No** deficiencies in internal control identified that we consider to be material weaknesses

Proviso Township High School District 209 Fiscal Year 2023 Audit Results

RESULTS OF THE DISTRICT'S FISCAL YEAR 2023 AUDIT

- Report on Internal Control Over Financial Reporting and Other Matters Based on Audit Conducted in Accordance with Government Auditing Standards
- **Material Weaknesses:**
 - Material Cash Basis Audit Adjustments
 - Bank Reconciliation Procedures
 - Student Activity Funds
 - District's Self Insurance Bank Account
- **Significant Deficiency**
 - IMRF Pension Actuarial Data
- The results of our tests disclosed **no instances** of noncompliance or other matters that are required to be reported under Governmental Auditing Standards.

Proviso Township High School District 209 Fiscal Year 2023 Audit Results

RESULTS OF THE DISTRICT'S FISCAL YEAR 2023 AUDIT

Questions regarding the fiscal year 2023 audit?

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Thank you for your time and for allowing us to serve Proviso Township High School District 209.

IMRF AUTHORIZED AGENT



BUSINESS OFFICE UPDATES

- As budgeted, we are ready to execute the remaining transfer of \$12 million from the Education Fund to the Capital Projects fund
- Close out for the School Year
 - Budget Meetings with all departments
 - Working with each department to process all purchase Orders and invoices in this fiscal year



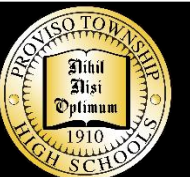
Type	Subject	Summary
Action	IMRF	Approval of IMRF Authorized Agent



Technology Department

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Mr. Michael Swanson
Director of Technology



Proviso Township High School D209

2024 Summer IT INTERNSHIP

6 positions available
at \$15/hr

Requirements

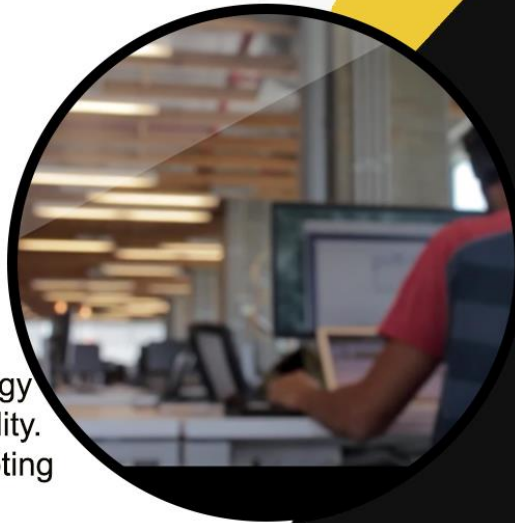
- Upcoming D209 senior or recently graduated
- Reliable transportation

Duties

- Maintain and upgrade school technology equipment, ensuring optimal functionality.
- Provide technical support, troubleshooting hardware and software issues.
- Assist with software installation and updates.
- Organize and inventory equipment.

Apply Now

www.pths209.org



2024 Student Summer IT Internship

- Summer of 2022 was the first year of the Student Summer IT Internship
- Looking to continue for Summer 2024 with hiring six current Proviso students
- Students will use this internship opportunity ²⁰ to:
 - Develop resume and interview experience
 - Develop workplace experience
 - Explore a technology career pathway
 - Develop 21st Century Skills as a member of the Technology Team

SUMMER SCHOOL UPDATE

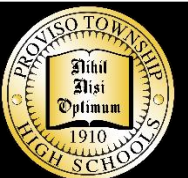
- Summer School goes from Mon. June 17th through Wed. July 31st.
- Summer Commencement will be Wed. August 7th at 6 pm in the PMSA Auditorium.
- Currently there are 1,000+ students registered for Summer School.
- 950 students enrolled for 2023 summer school
- Most students registered for AMP and Credit Recovery for this summer.
- There were 255 total applicants for all Summer School positions.
- There was a total of 188 applicants for certified positions.
- Central office staff and security leads have conducted 120 interviews total as of 4/19/24.

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SUMMER SCHOOL UPDATE CONTINUED

- Communication on summer programming was sent to All Proviso staff, students and families as well as our foundations schools and area private schools.
- Registration reminders are being sent throughout April and May.
- Regular meetings are held in preparation for Summer School to ensure a smooth operation at East and West.
- Counselors have been reaching out to students who have failed any previous²² coursework and may be in danger of failing second semester. They continue to review students' transcripts to determine what credits they need to graduate.
- Counselors are working with Mr. Kallieris on recruiting for Newcomers Camp
- Mr. Seals is working with our Foundation Schools for Summer Band Camp.



WHAT IS E-COLLECT

Proviso High School District uses PowerSchool as its School Information System

E-collect is a paperless online registration platform offered by PowerSchool to collect information from students' parents/guardians to register students for school.

Parents/Guardians can register their child(ren) anywhere as long as they have internet (from a computer, laptop, phone).

Information collected such as student demographic, related services (IEP/504/LEP),²³ and home language survey can only be seen by the parent, the school front office staff, and district office.

Confidential forms such as health information can only be view by the front office staff, registered nurse, and district office.



Why electronic registration?

- Minimizes the possibility of human error
- All the information is easily updated in case there are future changes to students' demographics
- Parents/guardians will be required to do less because students' information is already inputted from the previous year
- Our feeder schools have already adopted an electronic platform; therefore, parents/guardians have familiarity
- Save schools/district time by gathering all registration and student information in one place – reducing the need for time consuming manual processing

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TRAINING OPPORTUNITIES

PowerSchool E-collect training was provided to all front office staff, building leaders, and district office staff. Each training session was for 2 hours during the contractual day. Each person had the option to pick they date they wanted to attend.

The 5-training date option were as follows:

February 26 (1-3)

March 1 (8-10)

March 6 (10-12)

March 13 (1-3) Half-day Institute

March 15 (8:30-11:30) session added

65 people trained (School front office staff, building leaders, and district leaders)



PROVISO TOWNSHIP HIGH SCHOOL D209
2024-2025

SCHOOL REGISTRATION

OPENING STARTING MAY 1ST!

Enrollment and registration for new and returning students will be available online starting May 1st. Parents/Guardians must have a parent login on PowerSchool to complete enrollment/registration.

Returning Students: To create or access your PowerSchool account, go to www.pths209.org/PowerschoolAccess.

New Students/Incoming Freshmen: Please visit the main office of your student's school.

NEED HELP?

If you have questions, need assistance with enrollment/registration or help accessing PowerSchool, contact your student's school registrar:

PROVISO EAST: (708) 344-7000
PROVISO WEST: (708) 449-6400
PROVISO MATH & SCIENCE ACADEMY: (708) 338-4100



WWW.PTHS209.ORG

PROVISO TOWNSHIP HIGH SCHOOL D209
2024-2025

INSCRIPCIONES

¡A PARTIR DEL 1RO DE MAYO!

El inscripción y el registro para los estudiantes nuevos y que regresan estarán disponibles en línea a partir del 1 de mayo. Los padres/tutores deben tener un nombre de usuario en PowerSchool para completar la inscripción/registro.

Estudiantes que regresan: Para crear o acceder a su cuenta de PowerSchool, visite www.pths209.org/PowerschoolAccess.

Estudiantes nuevos: Por favor visite la oficina principal de la escuela de su hijo.

¿NECESITA AYUDA?

Si tiene preguntas, necesita ayuda con la inscripción/registro o ayuda para acceder a PowerSchool, póngase en contacto con el registrador de la escuela de su hijo:

PROVISO EAST: (708) 344-7000
PROVISO WEST: (708) 449-6400
PROVISO MATH & SCIENCE ACADEMY: (708) 338-4100



WWW.PTHS209.ORG



Communications Plan

- Initial messaging included within February and March district newsletters. Continued communications will be included through the remainder of our newsletters.
- Parent Coordinators will facilitate communication by including updates in their weekly school newsletters. Additionally, personalized graphics, including a QR code for easy PowerSchool portal access, were distributed to families during Parent-Teacher Conferences.
- Weekly Reminders
 - BBCOM Emails/Texts starting Friday, April 19 sent to student, parents and staff, community leaders, foundation/area schools with detailed graphics in English and Spanish. Weekly reminders will be sent.
 - Social media postings shared weekly
 - Information posted on our website (District and School pages) under News & Highlight. On-screen pop-up alert set up to run through school year and summer.

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New Students

- New Students (incoming freshmen and transfers) are required to begin the registration process at their schools in order for parents to receive access codes.
- Front Office Staff, Registrars, and Administrators have a SOP in to assist these families in activating their accounts.
- Once account is activated, families continue using the e-collect system.
- Summer Registration Counselors will work with families on scheduling students for SY25 classes.

Status Check

- All new students will be a status of pre-registered. Weekly updates will be provided to each school on Mondays, to coincide with the Data Dashboard cadence, on how many students are pre-registered. New students will be fully active as of the first day of school.

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Paper Forms

- If a family is having internet access hardship or would prefer to register using paper forms, paper forms will be available at each building and it is the responsibility of front office staff to enter this information into PowerSchool in a timely manner.

PowerSchool Parent Portal

PowerSchool Parent Account Status

- As of 4/17/2024 - 2,732 active parents have created a PowerSchool parent account

PowerSchool Parent Account Distribution

- PowerSchool access account information to create a PowerSchool parent account will be emailed and mailed to all parents
- Parents with existing PowerSchool accounts will not need to create another PowerSchool account

PowerSchool Pre-Filled Information

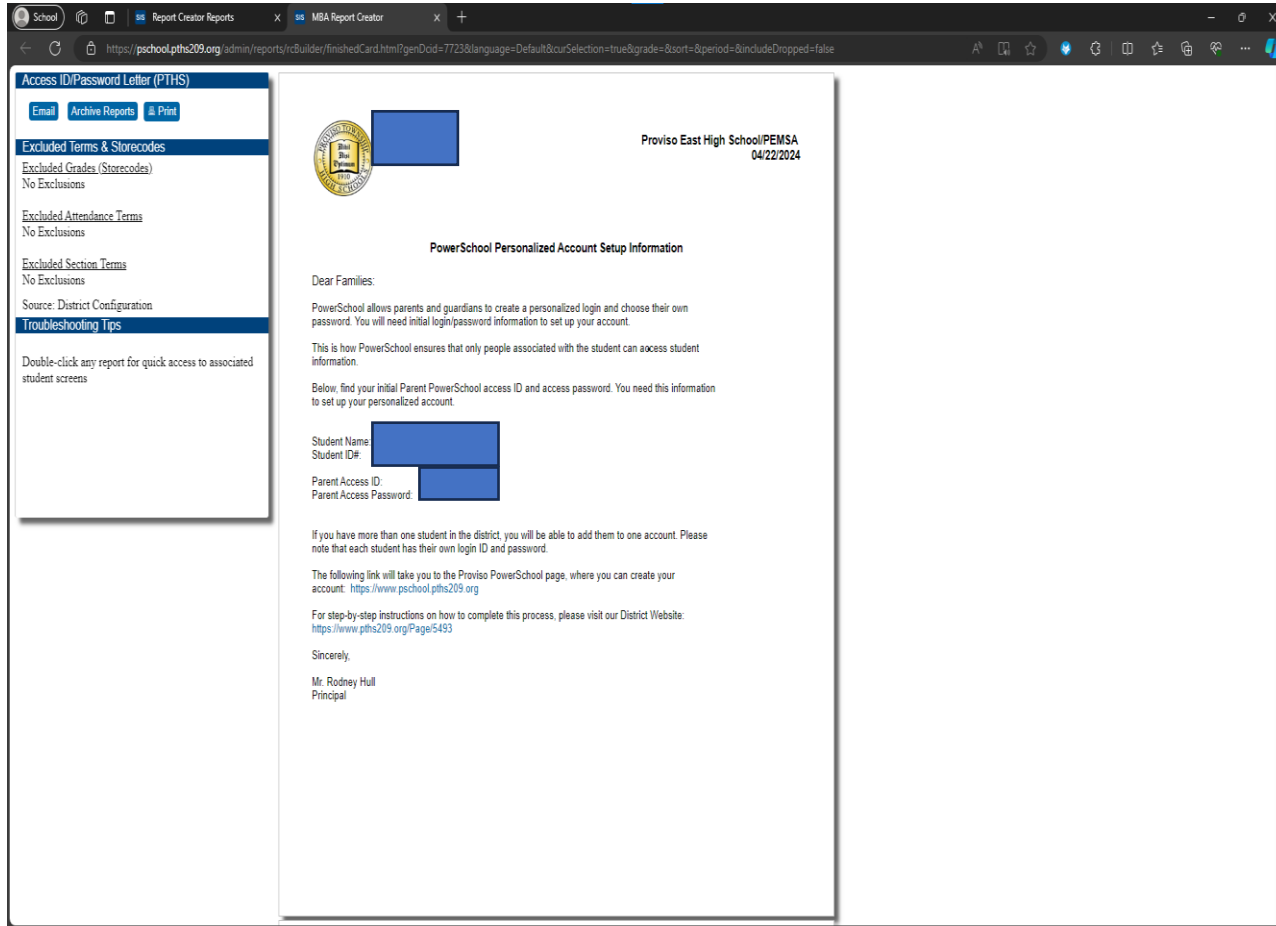
- Returning students will have pre-filled information during online registration

The screenshot displays the 'Parent/Guardian Information' section of the PowerSchool Parent Portal. It features a header 'Parent/Guardian Information' and a sub-section 'Contact Information *' with an 'Add' button. Below this, two user profiles are shown in a grid:

- Test Proviso (Stepfather):** Contacted at 111-111-1111 (Home) via email testparent@pths209.org. Permissions: Lives with Student (checked), Custody (checked), School Pickup (checked), Emergency Contact (checked), Data Access (checked). Edit and delete icons are present.
- Test Test (Aunt):** Contacted at 111-111-1111 (Mobile) via email testparent1@pths209.org. A '29' is visible next to the email. Permissions: Lives with Student (unchecked), Custody (unchecked), School Pickup (checked), Emergency Contact (checked), Data Access (unchecked). Edit and delete icons are present.



Parent Personalized Account Setup Information (*Access ID/Password*)

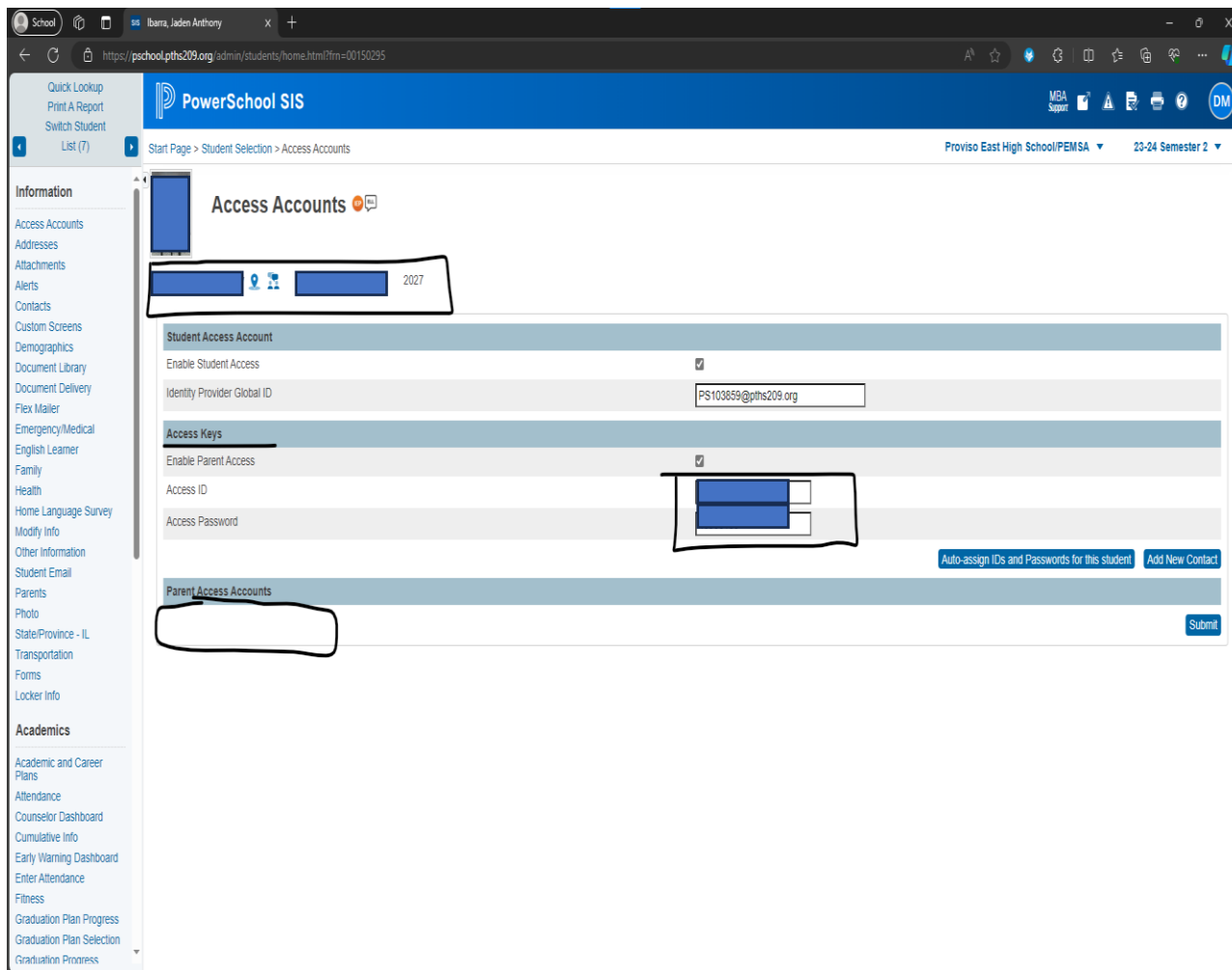


Information pertaining to how the parent will gain access to their associated student, will be presented within the "**PowerSchool Personalized Account Setup Information**" Letter.

The *Parent Access ID/Password* will be presented within this letter. The *Parent Access ID/Password* is unique for every student. You will need this information when setting up the parent account.

As you can see from the provided image (Left), example student has a name & ID number present within the letter. As well as, their associated Parent Access ID & Password.

BOARD OF EDUCATION APRIL 23, 2024



Using our same example student (**Left**), we can see where to navigate to see the *Parent Access ID/Password* within the student's account.

You can find the aforementioned information by *clicking Access Accounts* under **Information**. 31

Once here, you will be able to see the *Parent Access ID/Password*, the student's associated email (STUDENT#@ptsh209.org) & any connected **Contacts**, if any.



Pages-to-Complete Checklist

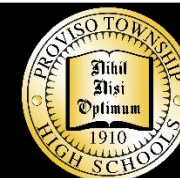
PTHS District 209 | 2024-2025

Student Enrollment Form

Home Language Survey Form

Fee Waiver or Reduction Form

Health, Dental & Vision Upload



BOARD OF EDUCATION APRIL 23, 2024

Type	Subject	Summary
Information	Summer Hours for Particular 12-month Staff	D209 has previous history of a 10-hour, 4 day per week for 12-month staff excluding maintenance.
Action	Student Summer IT Internship	Approval to hire six students at \$15 per hour for the Summer 2024 IT Internship. Funding Source: General Funds
Action	Summer School Staffing Addendum	Additional staffing needed to support Evening School. Funding Source: General Funds
Action	Summer Registration Support	Additional staffing needed on an hourly basis to support registration and enrollment over summer Funding Source: General Funds



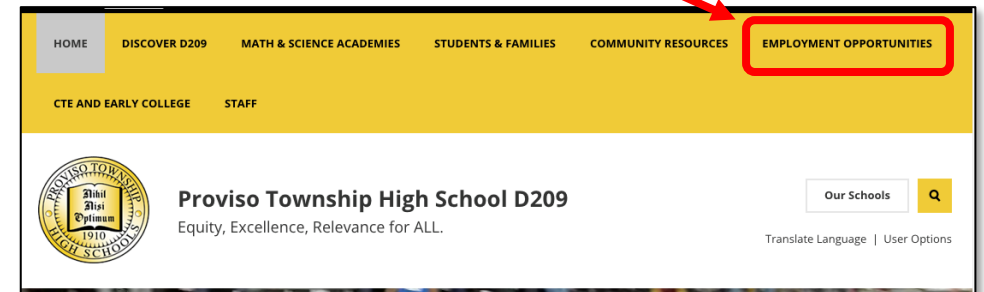
BOARD OF EDUCATION APRIL 23, 2024

	FY24 Current FTE								FY25 Projected FTE					DIFF B/T FY24 & FY25
	East		West		PMSA		FY24 Current FTE	FY24 Current 6th Asgmts	East	West	PMSA	District	FY25 Projected FTE	
	FTE	6th	FTE	6th	FTE	6th			FTE	FTE	FTE	FTE		
Art Teacher	4	1	3	2	3	1	10	4	6	5	3		14	4
Business Education Teacher	4		4				8	0	4	4	0		8	0
English Teacher	13	1	16	2	8		37	3	13	16	9		38	1
ESL/Bilingual Education English Teacher	3		2	1			5	1	4	3	0		7	2
Family and Consumer Sciences Teacher	3		2	1			5	1	3	4	0		7	2
School Counselor	8		8		4		20	0	8	8	4		20	0
College and Career Counselor	1		1		1		3	0	1	1	1		3	0
Librarian	1		1		1		3	0	1	1	1		3	0
Mathematics Teacher	10		14	4	8	4	32	8	10	13	8	1	32	0
ESL/Bilingual Education Mathematics Teacher	1		1				2	0	3	3	0		6	4
Music Teacher	2	1	2	1	1		5	2	2	2	1		5	0
Physical Education Teacher	9		11	3	5	1	25	4	9	11	6		26	1
Science Teacher	9		12	2	7	2	28	4	11	11	8		30	2
ESL/Bilingual Education Science Teacher	2		1				3	0	2	2	0		4	1
Social Studies Teacher	13	2	14	3	8		35	5	13	14	8		35	0
ESL/Bilingual Education Social Studies Teacher	2		2				4	0	3	3	0		6	2
School Social Worker	5		5		2		12	0	5	5	2		12	0
Special Education Teacher	17		16		1		34	0	17	18	1		36	2
Career Technical Education (CTE) Teacher	1		3	2	1		5	2	2	3	1		6	1
World Languages Teacher	5	3	6	5	5	5	16	13	7	6	6		19	3
Reset Room Certified Teacher	1		1				2	0	1	1	0		2	0
Totals	114	8	125	26	55	13	294	47	125	134	59	1	319	25

SY25 Instructional Staffing Projections

- Staffing determined by student course selections.
 - Over 90% of students completed course selection (and placement) for 2024-2025 School Year with a counselor
- Increase Rationale (+25 FTE)
 - Reductions of 6th Assignments
 - Previously approved Bilingual/ESL additions for EL Compliance
 - Special Education Compliance based on audit
- All vacancies are posted to Frontline (via the District 209 Website and advertised to K12 Jobspot.

34

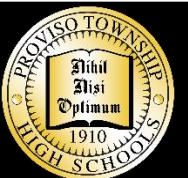


Sports Medicine Service Agreement: Athletic Trainers

Total Body Wellness and Performance, Inc. (TBWP) has provided Athletic Trainer Services to D209, at East and West, during the 2023-24 SY for our interscholastic athletic programs.

Administration is recommending to continue partnering with TBWP to provide²⁵ Daily Support in the following areas:

- Prevention and care of sport-related injuries
- Support during athletic events
- Development of a Concussion Plan
- Support during tournaments on non-school attendance days



➤ Action Items

- ✓ JCI
- ✓ Carrier
- ✓ Construction Consultant
- ✓ Construction RTA's

➤ Design

- ✓ Previous Work Final Completion
- ✓ Evacuation & Exterior Door Signage "Review only until approved"
- ✓ Proviso West Roof Project "Review only until approved"
- ✓ OCR Accessibility review
- ✓ Proviso West Soil
- ✓ Proviso East Stair

➤ Construction

- ✓ RTA Summer 2024 Construction
- ✓ Cash Flow Projections
- ✓ Bid release 17 review



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Mr. L.T. Taylor CPMM, BOC
Director of Operations

BOARD OF EDUCATION APRIL 23, 2024

Type	Subject	Summary
Action	JCI Service Agreement East/West/PMISA	Kitchen Hood System, Sound System, Fire Alarm Panel
Action	RTA Gilbane	FMP – Phase II Release #17 Summer Construction
Action	Carrier Commercial Service Division	PMSA HVAC Chiller
Action	Construction Consultant	Facilities Master Plan Phase II Consultant



Board of Education Meeting

Proviso Township High Schools District 209
April 23, 2024



Agenda



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1. Previous Work – Final Completion

2. Misc. Projects

- a) Evacuation & Exterior Door Signage
- b) West Soil Redistribution & East Gym Exit Stair
- c) West Gym & Fieldhouse Roof Replacement

3. OCR Accessibility Review

Previous Work: Final Completion

Final Completion Inspection Status

Discipline	Date Completed	East Items	West Items
Architectural	12/26/23, 1/15/24	3	2
Mechanical	1/26/24	8	9
Electrical	1/26/24	2	1
Plumbing	1/26/24	0	0
Low Voltage	1/15/24	0	n/a

Contracts Applying for Final Completion:

- Mechanical (West, Summer 2023 work)
- Demolition (West, Summer 2023 work)
- Access Control (All campuses, Summer 2023 work)
- Electrical (East, Summer 2022/2023 work)
- Ceilings (West, Summer 2023 work)
- Mech Insulation (West, Summer 2023 work)

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Final payment will be withheld by Gilbane until Field Observation Report provided by PW confirming Final Completion.

Perkins&Will will continue to schedule Owner-Architect-Contractor walkthroughs of facilities to survey the quality and completeness of work performed.

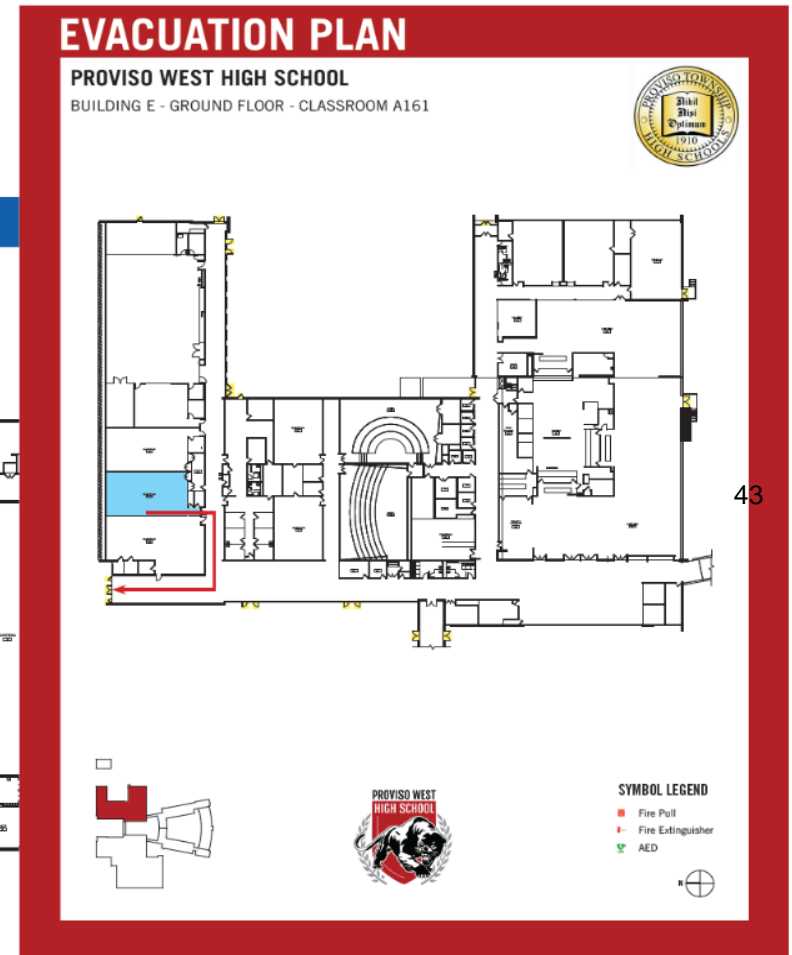
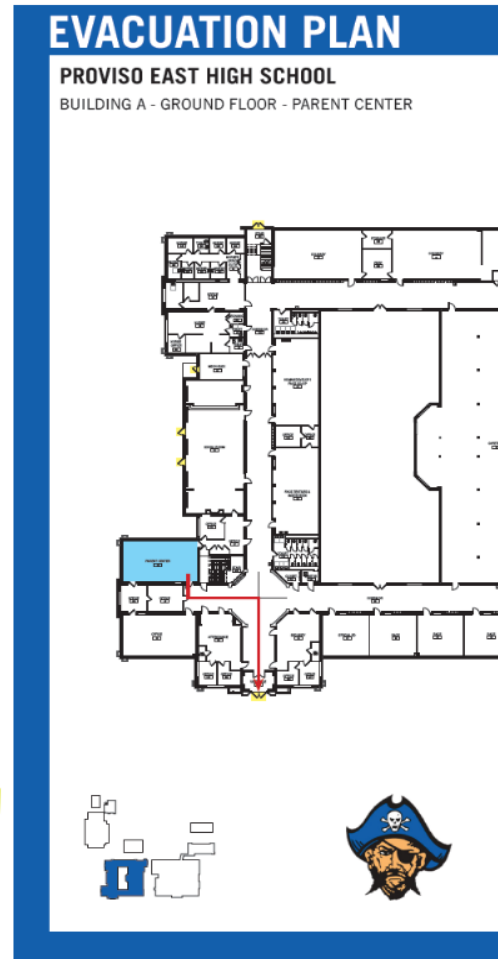
**Miscellaneous Projects:
Evacuation &
Exterior Door Signage**

Misc. Projects: Room Evacuation Signs

- Proviso East and Proviso West High Schools
PMSA Room Evacuation Signs Updated in 2021

- Plans to be updated to include new and renovated areas.
- Graphics to be updated so that East and West evacuation plans graphically correlate to those at PMSA.

Current
Evacuation Plans



Misc. Projects: Exterior Door Signage

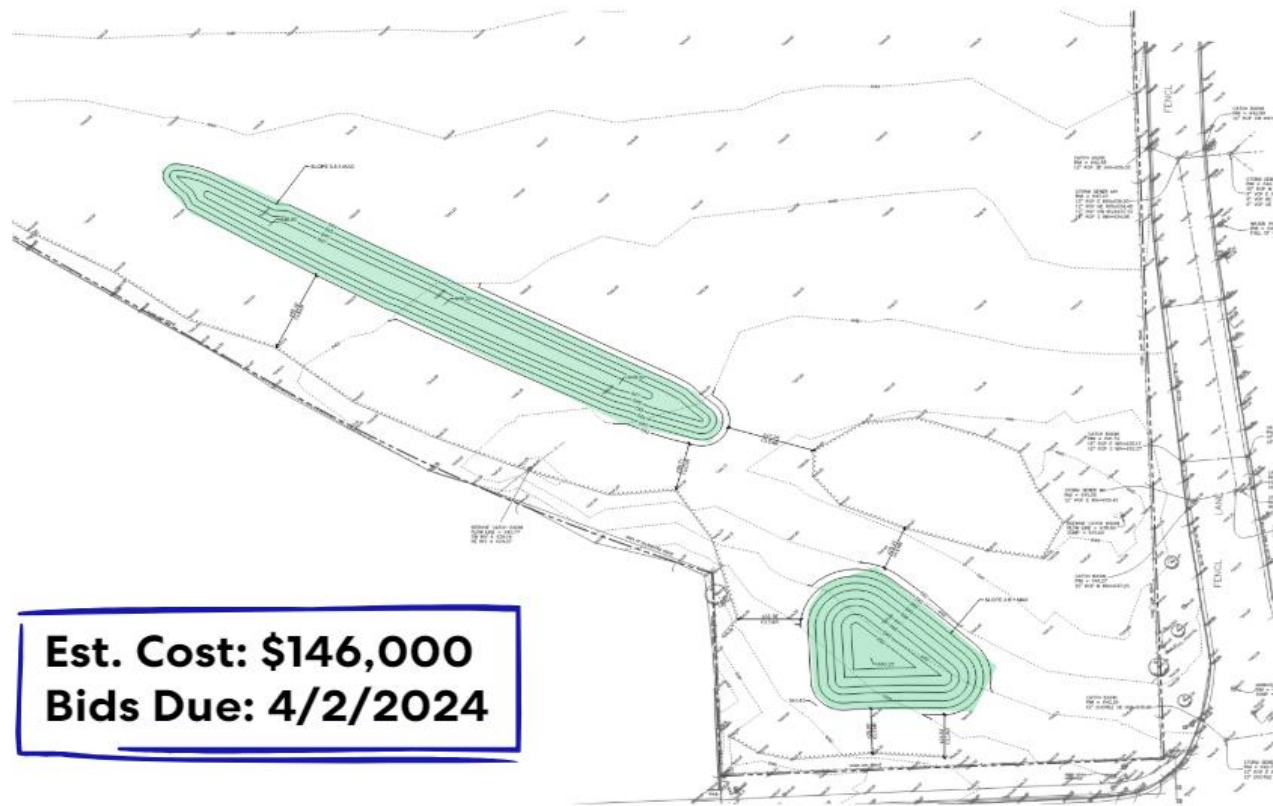
- Proviso East and Proviso West High Schools
- With construction of new exterior doors, doors required re-numbering.
- Perkins&Will walked exterior of Proviso East and West to re-number doors and stairwells sequentially.
- Perkins&Will to provide plans with revised numbers and typical graphics for exterior doors



**Miscellaneous Projects:
West Soil Redistribution &
East Gym Exit Stairs**

Misc. Projects: West Soil & East Stairs

Scope: Redistribute soil to (2) berms, stabilize, and plant with native grasses (low/no maintenance)

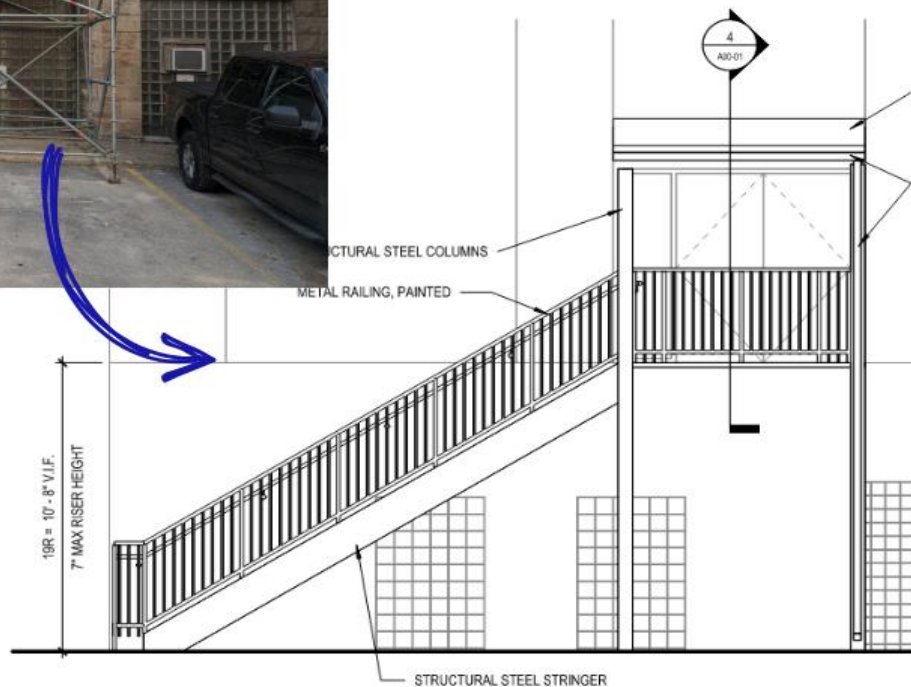


Misc. Projects: West Soil & East Stairs

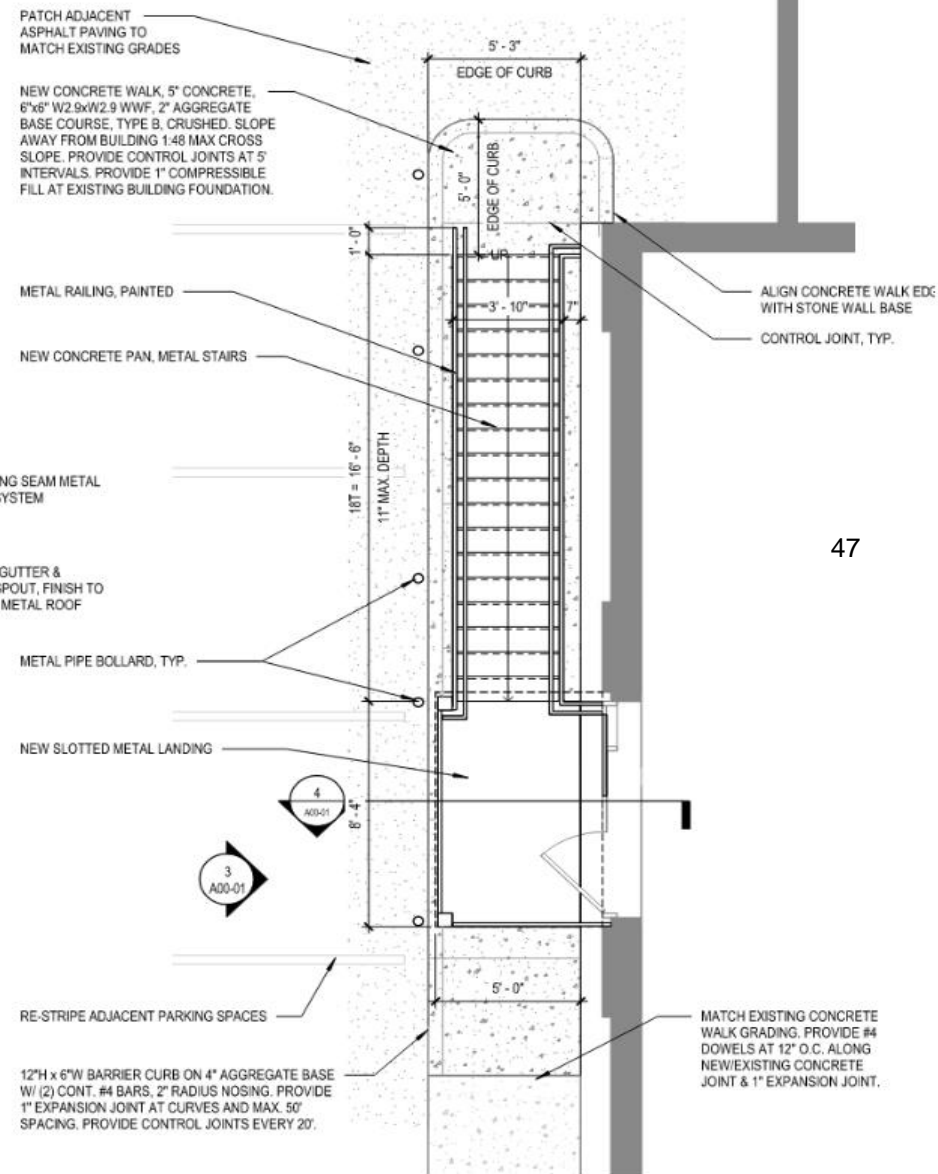


Scope: Replace temporary stair with permanent stair

Est. Cost: \$231,000
Bids Due: 4/2/2024



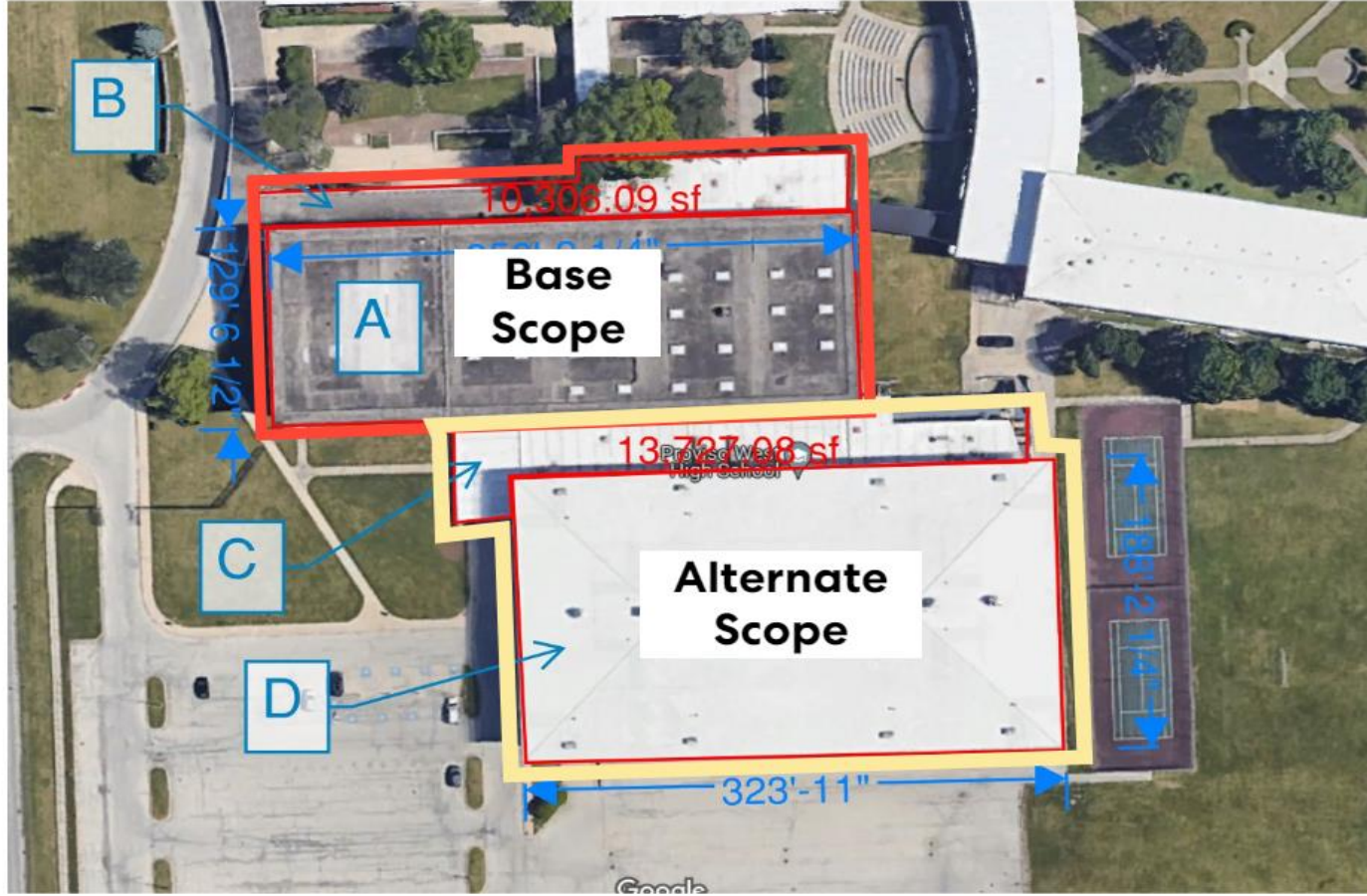
3 STAIR ELEVATION
 1/4" = 1'-0"



2 PLAN - NEW EGRESS STAIR
 1/4" = 1'-0"

**Miscellaneous Projects:
West Gym & Fieldhouse
Roof Replacement**

Misc. Projects: Gym & Fieldhouse Roof Replacement



Scope: Replace existing roof membrane and metal secondary roof (fieldhouse only), insulation, perimeter metalwork with new single-ply (TPO) roofing membrane and energy code compliant insulation.

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**Est. Cost of Construction: \$2,800,000
PW Preparing Design Contract
Est. Design Duration: 6 weeks from
District contract signature**

OCR Accessibility Review
Proviso East HS

OCR Accessibility Review (East)

The Illinois School Board of Education, Office of Civil Rights will periodically review schools that offer Career Technical Education for equitable access to facilities. The recommendations are **voluntary** and focused on assisting districts provide **reasonable accommodation** for all students.

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Note: New work is designed to current accessibility codes. Review is predominately focused on existing, non-ADA compliant portions of the campus.

OCR Accessibility Review (East)

Perkins&Will is providing assistance to the District in providing documentation of compliance or recommending methods of reasonable accommodation.

Parking stall as-built dimension verification



Additional site & toilet room signage



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Thank You!

Discussion





Proviso Township High Schools District 209

Board Meeting
Tuesday, April 23, 2024



Presentation Agenda

1. Early Start Proviso East Construction Costs
2. Cashflow Update – Thru March 2024
3. CM Costs – Security Camera Upgrade Work
4. Bid Release 17 - Update
5. 2023 Punchlist - Update
6. Security Camera Upgrade / Field House Brick Restoration
Progress Update
7. Proviso West Main Gymnasium Roof Replacement Estimate
8. Proviso East Construction Internship



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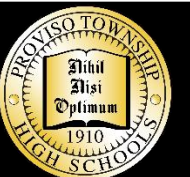
Construction Start May 2024 – Potential Costs



May 2024 Construction Start

- In order to ensure that Proviso East construction work is completed in time for the start of school August 12, 2024, construction will need to begin over second shift starting May 1, 2024. The following are cost impacts associated with this start.
 1. Additional Premium Time Costs
 2. Additional Temporary Construction Barriers / Doors

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May 2024 Start – Premium Time Costs

Pipefitters are only trade expected to have premium charges.

Reason – Local pipefitters agreement states that if a second shift is required with no regular first shift prior, then workers on that shift will receive ½ time premium.

Autumn Construction provided a proposal of \$57,687 for the premium portion of their work.

- Based on a Crew of 13 Pipefitters
- Based on 3 Weeks of 2nd Shift Work

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Efforts that will assist on reducing this cost

- Contractually owe Saturday work. A credit will be received for 3 Saturdays since that work will not occur. This credit will be dependent on crew size actually scheduled.
- Will attempt to have any first shift work that can be completed done to minimize number of hours of Premium Costs
- If crew size is actually smaller than (13) then final costs will be reduced



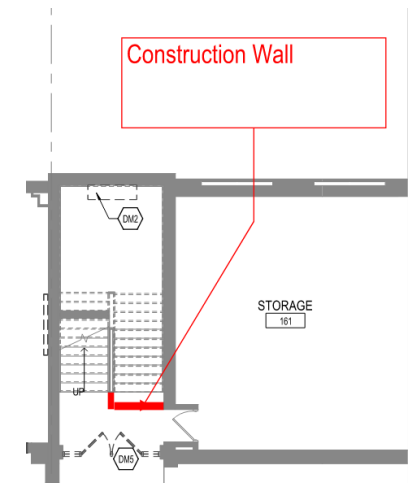
May 2024 Start – Temporary Protection

Work Starting In May 2024 will occur in Level 0 – South Proviso East Requires Temp Doors/Barriers

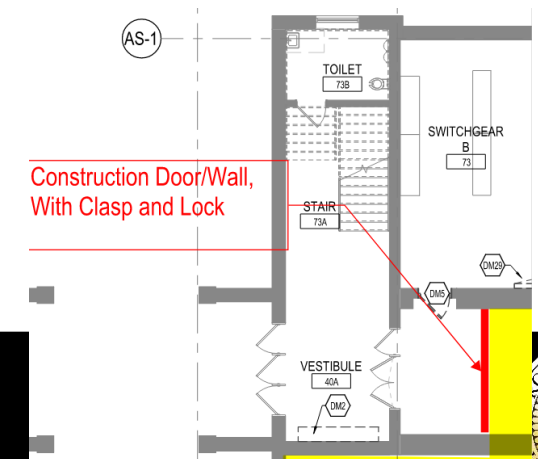
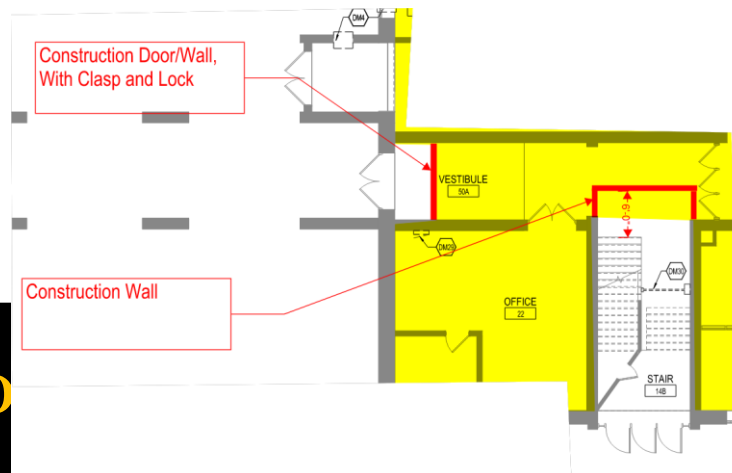
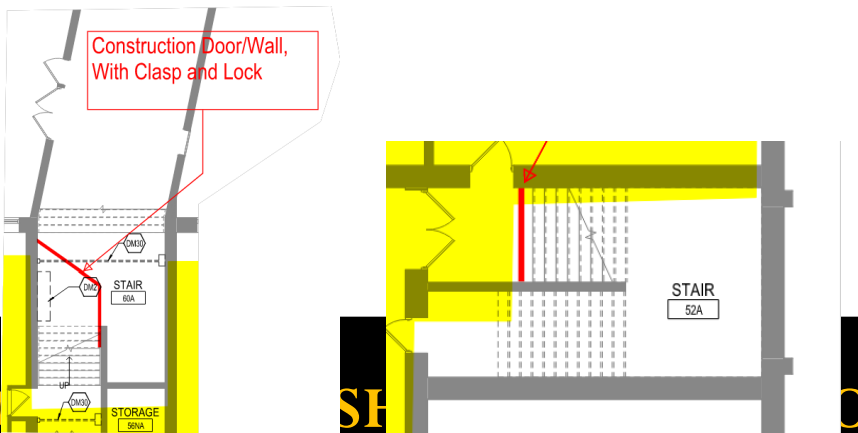
Reasons

- To prevent students and staff from accessing areas during day
- Ensure emergency egress for students and staff is not impacted
- Temp Doors will be opened during second shift to provide emergency egress for workers

Cost – We are carrying a rough order of magnitude estimate of \$25K. Still waiting on contractor to provide the proposal for this work



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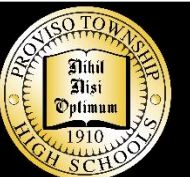
May 2024 Start – Cost Funding

No Added Cost to District – Meaning not a Change Order to Contractor

Reason:

- 1. Both Autumn Construction and Straub Builders have money remaining within contractual allowances.**
- 2. Since cost will be pulled from the allowance there is no change order or contingency being expended for this work. Contract values of both trades will remain unchanged for this work.**
- 3. The additional benefit of utilizing allowance to fund is that there will be no additional mark up for overhead and profit for this work**

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Cashflow Update Through March 20, 2024

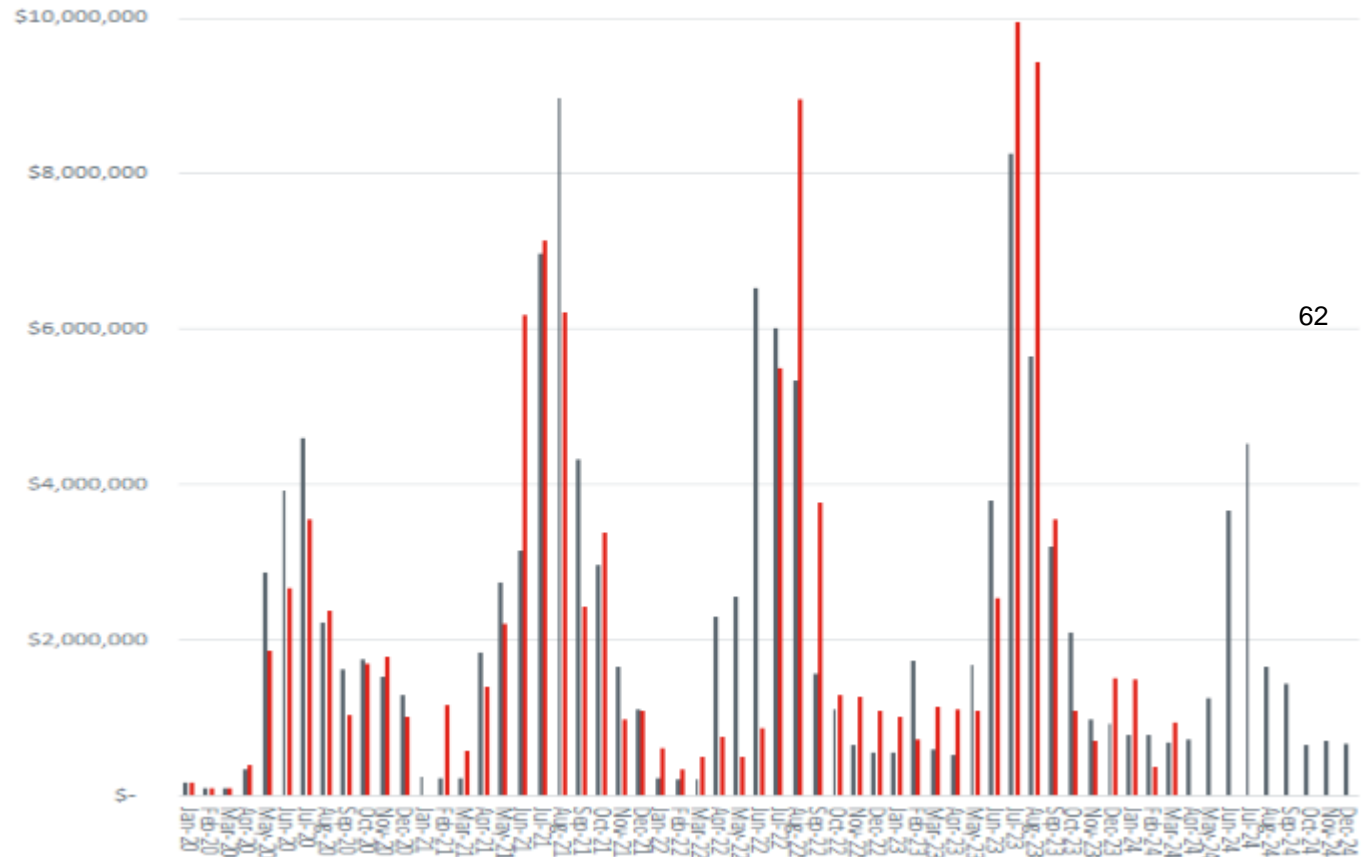


Cashflow Update March 2024

Month	Baseline		Actual + Forecast		
	Monthly	Cumulative	Monthly	Cumulative	Forecasted
Apr-23	\$ 515,005	\$ 85,723,211	\$ 1,117,720	\$ 79,068,372	\$ -
May-23	\$ 1,682,299	\$ 87,405,510	\$ 1,083,811	\$ 80,152,183	\$ -
Jun-23	\$ 3,788,531	\$ 91,194,040	\$ 2,539,220	\$ 82,691,403	\$ -
Jul-23	\$ 8,254,782	\$ 99,448,822	\$ 9,953,030	\$ 92,644,433	\$ -
Aug-23	\$ 5,643,533	\$ 105,092,356	\$ 9,427,814	\$ 102,072,247	\$ -
Sep-23	\$ 3,212,269	\$ 108,304,625	\$ 3,548,253	\$ 105,620,500	\$ -
Oct-23	\$ 2,108,425	\$ 110,413,050	\$ 1,096,375	\$ 106,716,875	\$ -
Nov-23	\$ 977,736	\$ 111,390,785	\$ 709,174	\$ 107,426,049	\$ -
Dec-23	\$ 920,133	\$ 112,310,919	\$ 1,514,327	\$ 108,940,377	\$ -
Jan-24	\$ 779,310	\$ 113,090,229	\$ 1,499,247	\$ 110,439,624	\$ -
Feb-24	\$ 779,310	\$ 113,869,540	\$ 379,787	\$ 110,819,411	\$ -
Mar-24	\$ 681,910	\$ 114,551,450	\$ 949,062	\$ 111,768,474	\$ -
Apr-24	\$ 721,910	\$ 115,273,361	\$ -	\$ 114,061,261	\$ 2,292,788
May-24	\$ 1,263,477	\$ 116,536,838	\$ -	\$ 117,287,512	\$ 3,226,251
Jun-24	\$ 3,670,458	\$ 120,207,296	\$ -	\$ 121,817,150	\$ 4,529,638
Jul-24	\$ 4,528,634	\$ 124,735,930	\$ -	\$ 125,508,888	\$ 3,691,738
Aug-24	\$ 1,668,068	\$ 126,403,998	\$ -	\$ 127,679,874	\$ 2,170,986
Sep-24	\$ 1,441,595	\$ 127,845,593	\$ -	\$ 128,774,325	\$ 1,094,450
Oct-24	\$ 657,992	\$ 128,503,585	\$ -	\$ 128,964,796	\$ 190,471
Nov-24	\$ 700,016	\$ 129,203,600	\$ -	\$ 129,079,617	\$ 114,821
Dec-24	\$ 671,041	\$ 129,874,641	\$ -	\$ 129,219,143	\$ 139,526

Total Billing Pending \$ 17,450,669

Cash Flow by Month



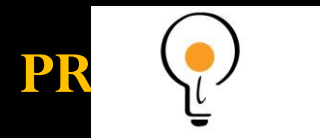
S DISTRICT 209





CM Costs – Security Camera Upgrade Work

63



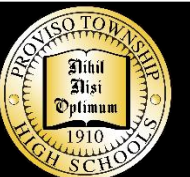
Security Camera Upgrade CM Costs

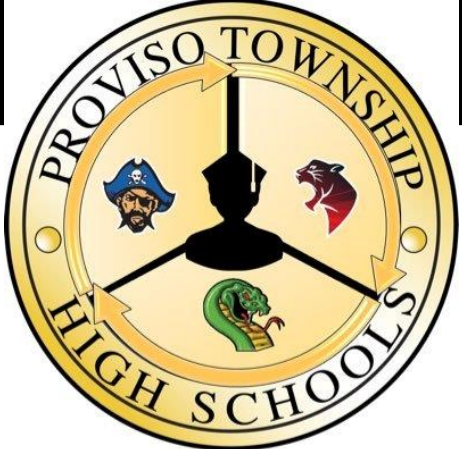
Preconstruction (Purchasing/Estimating)	\$57,157
Construction Management Staffing	\$371,518
General Liability Insurance (.865%).....	\$53,149
Builders Risk Insurance	\$7,489
Fee (1.9%)	\$117,895
Total	\$607,208

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Bid Release 17 – CM Costs (ESTIMATE)

Preconstruction (Purchasing/Estimating)	N/A
Construction Management Staffing	N/A
General Liability Insurance (.865%).....	\$3,620
Builders Risk Insurance	\$250
Fee (1.9%)	\$7,228
Total	\$10,739





Bid Release 17 - Update



Bid Release 17 - Update

Proviso East – Bid Packages

- BP-03C – Concrete Work
 - Includes Concrete at Stairs as Well as Replacing Sidewalks and Asphalt Impacted By Construction
- BP-05B – Steel and Misc. Metals Work
 - Includes steel stair pan, canopy steel, and RTU platform
- BP-06M – General Trades Work
 - Includes roofing and fascia at canopy
 - Painting of handrails and bollards
- BP-09P – Staining Work **NOT ACCEPTED TBD**
 - Includes re-staining Proviso East Library wood
 - Work would be completed during the summer 2025

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Gilbane Estimate for this Work - \$406,739



Bid Release 17 - Update

Proviso West – Bid Packages

- BP-31J – Site Grading Work
 - Includes redistributing soil stockpile to two berm locations
 - Includes Seeding

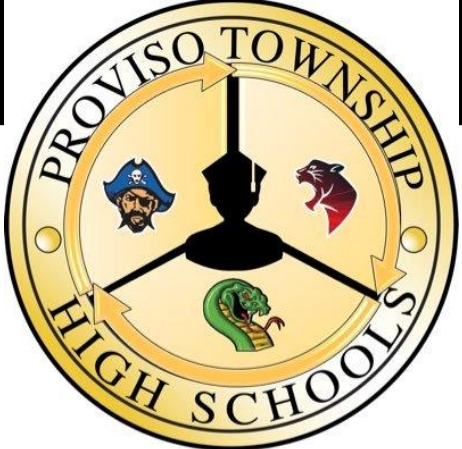
Gilbane Estimate for this Work Excluding CM Costs - \$145,574

67

Bid Release 17 – Bids will be opened Tuesday, April 2, 2024 at 10:00AM

- This date was pushed out an additional week to ensure bid coverage





2023 Punchlist - Update



2025 Punchlist - Update

Proviso West – 94% Complete

Mechanical Punchlist Status: 99 of 106 Punchlist Items Completed

Electrical/Low Voltage Punchlist Status: 20 of 21 Punchlist Items Completed

Finishes Contractor Punchlist: 51 of 55 Punchlist Items Completed

General Trades Contractor Punchlist: 87 of 89 Punchlist Items Completed

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Proviso East – 80% Complete

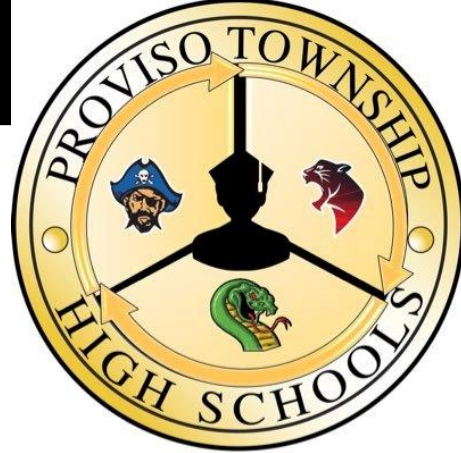
Mechanical Punchlist Status: 48 of 76 Punchlist Items Completed

Electrical/Low Voltage Punchlist Status: 72 of 73 Punchlist Items Completed

Finishes Contractor Punchlist: 95 of 111 Punchlist Items Completed

General Trades Contractor Punchlist: 12 of 24 Punchlist Items Completed





Security Camera Upgrade / Field House Brick Restoration Progress Update

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Over Spring Break Security Camera Work and Field House Work Began

- Rough-In of raceway from existing quazite boxes to light poles at Proviso West North Parking Lot Completed₇₁
- Delivery of conduit, wiremold, and wiring at all three schools
- Began rough-in of camera work inside Proviso Math and Science
- Field House Brick restoration was 90% complete at end of Spring Break – Weather impacted the completion



Proviso West Main Gymnasium Roof Replacement Estimate

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PROVISO West Main Gymnasium Roof Replacement Estimate

DESCRIPTION	BASE BUDGET	
<i>SORT BY - Bldg Sys1</i>	54,998	\$/sqft
01.10 Demolition / Site Preparation	-	-
01.20 Site Improvements	-	-
01.30 Site Utilities	-	-
02.10 Building Excavation	-	-
03.10 Foundations	-	-
04.10 Structure	-	-
05.10 Exterior Enclosure	-	-
06.10 Roofing & Moisture Protection	2,145,932	39.02
07.10 Miscellaneous Metals	-	-
08.10 Rough & Finish Carpentry	-	-
09.10 Subdivisions (Interior Partitions/Doors)	-	-
10.10 Interior Finishes	-	-
11.10 Specialties	-	-
12.10 Equipment	-	-
12.20 Furnishings	-	-
13.10 Special Construction	-	-
14.10 Conveying	-	-
15.10 Fire Protection	-	-
16.10 Plumbing	-	-
17.10 HVAC	-	-
17.50 Integrated Instrumentation (BMS / BAS)	-	-
18.10 Electrical and Lighting	-	-
19.10 Communications, AV & Security	-	-
20.10 Other	-	-
30.10 General Requirements	-	-
30.20 Site Services	123,400	2.24
SUBTOTAL CONSTRUCTION	2,269,332	41.26
Escalation 2.0%	45,387	
Contingency (Design/Estimating) 7.0%	162,030	
Contingency (Construction) 4.0%	99,070	
INDIRECT COSTS		
Preconstruction 1.0%	25,758	
Staffing 6.5%	167,428	
Reimbursables 1.0%	25,758	
Insurance GL - IL (On Contract Amount) 1.2%	33,722	
Fee 1.9%	53,741	
TOTAL CONSTRUCTION	2,882,227	52.41
OTHER PROJECT COSTS (A/E, FF&E, Misc.) - PRELIMINARY		
Land & Real Estate Expenses Acquisition	-	
Professional Services	-	
Permits and Regulatory Fees	-	
Furniture, Fixtures, and Equipment	-	
Telephone, Data, AV, Security	-	
Major Equipment	-	
Utility Costs	-	
Occupancy Expense	-	
Advertising and Marketing	-	
Legal, Financial, and Insurance	-	
Owner's Reserve	-	
Owner's Other	-	
SUBTOTAL OWNER COSTS	-	-
TOTAL PROJECT COST	2,882,227	52.41

DRAFT





Proviso East Construction Internship



PROVISO East Construction Internship

Apply and upload your personal introductory video!

If you are interested in applying for a paid summer internship, please complete the following two steps:

Step 1: Complete Application

Create a profile and complete the application. Please be sure to fill out all required information.

Application Requirements

- › Applicants must be 16 years old or older
- › Applicants must attend Proviso East High School, Proviso West High School, or Proviso Math and Science Academy
- › Successful applicants will be required to complete a drug screening and background check, prior to start date
- › Compensation: \$15/hr

Step 2: Submit Introductory Video

We are excited to meet you virtually! Upload a 60-second video telling us why you are the best candidate for this internship opportunity.

Video Requirements

- › Videos must be submitted in .mov or .mp4 format
- › Label videos with first name, last name, and school you attend

***All applications and videos must be received by
Wednesday, May 1, 2024 at 11:59 pm CST***

For further information or questions,
please contact:

Michelle McClendon
Senior Project Executive
312-203-6975
MMcClendon@GilbaneCo.com

Gilbane

1-800-GILBANE | www.gilbaneco.com





Thank You for Your Time

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Action Item

Subject: FMP – Phase II Release #17
Funding Source: 2024/2025 Capital Projects Funding

Background: Work in the following package is in support of the following Facilities
Master Plan Phase II for Proviso East HVAC and Proviso West site grading
2024/2025: Capital Projects Funding

77

Bid Packages 03C- Concrete Work Proviso East
Design Estimate: \$58,000.00

Bid Opening Date: 4/3/2024

Recommended	Enger-Vavra, Inc	\$46,043.00*
	Schaefges Brothers, Inc	\$72,777.00
	Elliot Construction	\$76,570.00

Gilbane has conducted a scope review on April 3, 2024, with **Enger-Vavra, Inc** and confirmed that they understand the scope, schedule, and requirements of the work.



Bid Packages 05B- Steel/Misc Metal Work Proviso East

Design Estimate: \$135,787.00

Bid Opening Date: 4/3/2024

Recommended	Penn Services Inc.	\$78,525.00*
	Mechanical & Industrial Services, Inc	\$132,000.00
	T.A. Bowman Construction	\$209,000.00

Gilbane has conducted a scope review on April 4, 2024, with **Penn Services Inc.** and confirmed that they understand the scope, schedule, and requirements of the work.

Bid Packages 06N- General Trades Work Proviso East

Design Estimate: \$55,630.00

Bid Opening Date: 4/3/2024

Recommended	Hargrave Builders Inc.	\$35,450.00*
	DBM Services	\$90,000.00
		\$
		\$

Gilbane conducted a scope review with **Hargrave Builders Inc.** on April 3, 2024, and confirmed that they understand the scope, schedule, and requirements of the work.



Bid Packages 31J- General Trades Work Proviso West

Design Estimate: \$145,754.00

Bid Opening Date: 4/3/2024

Recommended	Bisping Construction	\$121,000.00*
	J.S.Riemer	\$196,050.00

Gilbane conducted a scope review with **Bisping Construction** on April 2, 2024, and confirmed that they understand the scope, schedule, and requirements of the work.



Action Item

Subject: Johnson Control Planned Service Agreement Fire Protection Proviso East, Proviso West, and PMSA

Background: Professional Service Partner Johnson Control Inc. provides expert service repair, inspections, and diagnostic testing for the accessible outlying devices throughout the buildings, including the facility fire alarm system. All non-emergency testing scopes of work will include scheduling in advance with written notification to the building leadership. JCI performs component replacement on the central processing unit, including reprogramming of the system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards, monitors, and peripheral devices (smoke detectors, pull stations, audible/ visible units, door contacts, etc.) associated with the system. The JCI service agreement includes general service labor Monday through Friday from 8 am to 5 pm for Proviso East, Proviso West and PMSA.

Johnson Control Essential Services Agreement Proviso East, Proviso West and PMSA

Kitchen Hood System, Sound System, Fire Alarm Panel,

Scope Review Date: 04/17/2024

Proviso Township High Schools conducted a scope review on April 17, 2024, with Johnson Control Inc. and confirmed that they understand the contractual obligation related to the schedule and the requirements of the essential work.

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Fire Alarm	Sprinkler	Fire Extinguishers	Kitchen Suppression	Sound	Location Total
Proviso Math & Science Academy	8601 Roosevelt Rd,	Forest Park	IL	60130-2532	\$18,275.00	\$2,400.00	\$1,760.00	\$1,000.00	\$4,475.00	\$27,910.00
Proviso West High School	4701 Harrison St,	Hillside	IL	60162-1616	\$28,522.00	\$700.00	\$4,600.00	\$730.00	\$0.00	\$34,552.00
Proviso East High School	807 S 1st Ave,Proviso E Twp Dist 209	Maywood	IL	60153-2307	\$29,028.00	\$0.00	\$3,000.00	\$730.00	\$20,184.00	\$52,942.00
Offering Total					\$75,825.00	\$3,100.00	\$9,360.00	\$2,460.00	\$24,659.00	\$115,404.00

Action Item

Subject: Facilities Master Plan Phase II Implementation Consultant Services
FMP – Phase II Bid Release #17

Background:

Nancy Hamill Governale, Inc., DBA Facilities Research, has worked on the FMP project for a few years now. Facilities Research has provided valuable hours in the summer for the Facilities Master Plan construction and reviewed construction documents, analyzing the project development during the past summers. This phase includes central air-conditioning, design at Proviso East, and site grading work at Proviso West, with an estimated cash flow projection value of \$ 17,361,583.00

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Administration's Analysis:

Based on the scope of the work to be performed in Phase II Bid Release 17, the administration believes it is in the District's best interest to secure professional services to help oversee and monitor large construction projects. Directly supporting the Operations Team with monitoring the quality of the work being performed and ensuring that the District is getting the best value.

The attached consulting agreement specifies approximately six months of support from Nancy Hamill Governale (DBA Facilities Research). The agreement includes an estimated two days per week of services, roughly 4 hours per visit at the rate of \$150.00 per hour.

Upon approval by the Board, the administration will begin working with Facilities Research to monitor the implementation of Phase 2 bid release 17 projects.

Action Item

Subject: PMSA HVAC Chillers

Background:

Choosing Carrier Commercial Service Division to safeguard PMSA chiller equipment means partnering with the HVAC industry's leading service and technology company. By partnering with Carrier, PMSA will have access to the most advanced technical service tools and engineering resources, giving PMSA the security needed to protect the chiller equipment. Proviso is confident that partnering with Carrier will enable PMSA to obtain the usual life out of the 10-year chiller warranty and continue the preventive maintenance work that's necessary for a functioning system.

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Administration's Analysis:

Based on the scope of the work to be performed, the administration believes it is in the District's best interest to secure professional services to punch the chiller tubes on both chillers at PMSA annually for three years. This would directly support the warranty on both chillers and support the annual preventative maintenance schedule.

The attached service agreement covers three years of punching the chillier tube and other mechanical support for the chiller manufactured by "Carrier." The agreement includes a three-year term listed below with a total contract value of \$40,437.00.

Agreement price in year one:\$12,827.00

Agreement price in year two:\$13,468.35



Board of Education



Amanda Grant
President



David Ocampo
Vice President



Jennifer Barbahen
Secretary



Rodney Alexander
Board Member



Sandra Hixson
Board Member



Arbdella "Della" Patterson
Board Member



Sam Valtierrez
Board Member





PROVISO TOWNSHIP HIGH SCHOOLS DISTRICT 209

10. Reports and Communications from the Board President

11. Approval of the April 9th, 2024 Minutes - ***Action Item***

87

Proviso Township High Schools

Board of Education Regular Meeting

Official Minutes of the Board of Education of Proviso Township High Schools District 209 at Proviso Math & Science Academy, Forest Park, IL 60130 on Tuesday, April 9, 2024 at 5:39p.m.

PRESENT – Board Members:

Ms. Amanda Grant
Ms. Jenny Barbahen
Mr. David Ocampo
Mr. Samuel Valtierrez
Ms. Sandra Hixson

PRESENT – Administration:

Mr. Luke Pavone, Interim Superintendent
Mr. Alex Aschoff, Interim Superintendent
Mr. Bill Breisch, Human Resources
Dr. Deborah Watson-Hill, CSBO

Legal:

Mr. Adam Dauksas, Attorney, Franczek P.C.

Superintendent's Office:

Ms. Janessa Salgado

Executive Session Board of Education

It was moved by Ms. Hixson and seconded by Mr. Ocampo, that the Board of Education of the Proviso Township High Schools District 209 retire to executive session at approximately 5:41p.m. for the purpose of discussing items as listed on the agenda.

A. Litigation, when an action against, affecting or on behalf of the particular public body. 5 ILCS 120/2(c) (11).

B. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors, or specific volunteers of the public body or legal counsel for public body. 5 ILCS 120/2(c)(1).

C. Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees 5 ILCS 120/2(c) (2).

4.D. Matters related to individual students per Section 2(c)(10)

Upon roll call, the following members voted:

5 Ayes: Ms. Barbahen, Ms. Grant, Mr. Ocampo,
Mr. Valtierrez, Ms. Hixson
0 Nays: None
0 Abstain: None
2 Absent: Ms. Patterson, Mr. Alexander

MOTION PASSED

Reconvene the Regular Meeting

It was moved by Ms. Hixson and seconded by Mr. Ocampo that the Board of Education of Proviso Township High Schools District 209 reconvened the Regular Meeting at approximately 7:22 PM.

Upon roll call, the following members voted:

7 Ayes: Ms. Barbahen, Ms. Grant, Mr. Ocampo,
Mr. Valtierrez, Ms. Patterson, Ms. Hixson, Mr. Alexander
0 Nays: None
0 Abstain: None
0 Absent: None

MOTION PASSED

Pledge of Allegiance

Ms. Grant led those present in the Pledge of Allegiance.

PTHS D209 Vision Statement

Ms. Barbahen read the D209 Vision Statement into the record.

Public Comments

Sandra Hixson- Stressed her commitment to serving students and the district's best interests, noting efforts in policy prioritization and transparency. Expressing distress over disrespectful treatment on the board, she underlined her independence and dedication to students' welfare. She called for collective efforts from the board to address community concerns and initiate healing.

Tara Stamps- Expressed concern about the lack of attention to young people's voices in the decision-making process, emphasizing the importance of African American representation in leadership roles, particularly in a district where the majority of students are African-American. She urged the board to prioritize amplifying the voices of young people and ensuring representation that reflects the diversity of the student body to empower them for future success.

Mayor Booker, Katrina Thompson, Andrew Harvey- Highlights the need for representation that reflects the predominantly Black, disadvantaged, and Hispanic community in the district's leadership. They stress the importance of healing and unity among board members and emphasize the necessity for competent leadership focused on student achievement, as well as addressing issues such as school facilities and the disconnect between the board, administration, and school buildings.

Arbdella Patterson- Expresses dissatisfaction with the superintendent selection process, highlighting inconsistencies and the need for transparency and community involvement. She calls for the process to be redone and emphasize the importance of representing the people's voice on the board.

Katrina Thompson- Raises concerns about security protocols during a community chat with the superintendent, noting that a former board member bypassed security without proper credentials, posing a safety risk for students and staff. She emphasizes the need for adherence to security procedures and accountability from school principals to ensure the safety of everyone in the building.

Gay Chase- Expresses gratitude for the opportunity to participate in the superintendent selection process and emphasizes the importance of board unity and community involvement in the decision-making. She calls for a collaborative effort to prioritize the district's healing, stressing the need for consensus-building and effective leadership to address educational challenges and move the district forward.

Terry Weston- Heavily invested in the district as a taxpayer since 1997, questions the personal investment of decision-makers in student welfare. He highlights their own experiences navigating the district's educational system and express disappointment in the lack of response to their concerns, emphasizing the need for improved academic outcomes for students and student athletes.

Iya Adebojo- This mother recounts an incident where her son was verbally assaulted with racial slurs at school, expressing frustration with the school's response and highlighting ongoing racial abuse faced by peers. She calls for more effective policies and consequences to address such incidents, emphasizing the need for accountability and a safer learning environment for all students.

Antoinette Gray- A Proviso East alum, expresses disappointment in the board's performance since their campaign promise of prioritizing children's welfare, highlighting the continued academic struggles despite changing superintendents. She emphasizes the need for genuine improvement and accountability, stressing that decisions should prioritize the well-being and educational success of the students rather than political interests.

Andrew Brown- A graduate and former teacher in the district, urges the board to prioritize unity and academic goals over personal agendas, emphasizing the importance of returning to the passion and vision that drove his initial commitment to education. He encourages the board to focus on collaborative leadership under a single superintendent with a clear vision, suggesting that faith and integrity should guide their decisions for the benefit of the entire community.

Fred Franzwa- The parent expresses appreciation for the televised superintendent search meetings, citing past incidents of cronyism and nepotism within the board. He emphasizes the importance of hiring the most qualified candidate to address these issues and steer the district towards improvement, urging the board to prioritize competence in their selection process.

Jarrell David- He brings attention to the voting history of certain board members and expresses concern over their decisions, particularly regarding the selection of superintendents. He rejects the idea of outsiders being brought in to lead the district and emphasizes the importance of local leadership with a genuine commitment to the community's best interests. He calls for an end to internal conflicts among board members, urging them to focus on their responsibilities and effectively address the district's challenges.

Superintendents Report

Student Recognition - The district is recognizing exceptional students with the Scotty award, which honors those who demonstrate outstanding citizenship and serve as role models. Among the recipients are students from Proviso West, Proviso East, and PMSA. Their achievements and contributions to the community are celebrated, emphasizing the importance of good citizenship.

Staff Recognition - Ms. Erin Mason, assistant principal at PMSA, has received the prestigious 2024 Those Who Excel Award for meritorious service from the Illinois State Board of Education. Her dedication to excellence and passion for education have positively impacted the school community, inspiring others to strive for greatness. District 209 extends heartfelt gratitude to Ms. Mason for her outstanding contributions and commitment to excellence.

Financial Update by Dr. Hill, the treasurer report was reviewed, followed by a discussion on the bill list. Questions were raised regarding charges and rate increases, particularly regarding First Student transportation services and AT&T long-distance charges. Dr. Watson clarified that the increase in charges for First Student services was previously agreed upon and attributed the decrease in AT&T charges to the deactivation of legacy phone lines, resulting in significant cost savings.

Technology Update by Mr Swanson, highlighting the successful implementation of single sign-on for all applications, enabling texting for staff, the arrival of SR3 laptops, and plans for server infrastructure consolidation. Additionally, he reviewed the district's recycling protocol for broken laptops, emphasizing the reuse of parts and adherence to recycling standards.

Mr. Aschoff presented data on the Five Essential Survey, freshman on track rates, and overall grades. The Five Essential Survey, which closed in March, provides valuable feedback from students, parents, and teachers on school climate and key indicators for student success.

Freshman on track rates vary across schools, with pmsa having the highest rate at 87%, Proviso West at 39%, and Proviso East at 54%. Mr. Aschoff also discussed trends in grades throughout the year and strategies schools are implementing to support student success, such as freshman success coaching, goal setting, summer school, and tutoring programs.

Additionally, concerns were raised about teacher absenteeism affecting student outcomes.

Mr. Aschoff discussed summer school options and registration procedures. Summer school offers original credit, credit recovery, and enrichment opportunities at Proviso East and Proviso West. Registration is open until May 31st, with a \$100 fee for late registration. The QR code on the screen provides access to the registration form. Additionally, a newcomer camp is being offered to support students new to the United States. Registration for the regular school year starting in August is also open, with online registration encouraged. Returning parents need a PowerSchool Parent Portal account to complete registration forms, and assistance is available from school staff to set up accounts.

Athletics Update by Mr. Calvin Davis, presented the Township's third annual summer sports camp for 2024, available to incoming freshmen and current high school students during session

one and session two of summer school. The camp will focus on health, wellness, nutrition, NCAA Clearing House information, strength and conditioning, fundamental drills, scrimmage, and tournament play. Camp locations are Proviso East and Proviso West, with 10 mini camps at each school covering various sports. Each mini camp will have one head coach and one assistant coach for every 15 students. The budget is around \$100,000, with security staff added to each site. Additionally, Mr. Davis provided an update on the planning for the holiday tournament, indicating progress with six contracts secured from top high schools in the state.

Presidents Report

The president's report highlighted upcoming dates and events. She mentioned the Board of Education committee meetings in April, including the parent and community engagement meeting on April 16th, the finance committee meeting on April 17th, (*has now been changed to April 24th*) and the policy committee meeting on April 29th. She emphasized the importance of parent-teacher conferences on April 18th and encouraged all parents to attend. Additionally, she mentioned the opening of summer school registration until May 31st and the upcoming enrollment for the 2024-2025 school year on May 1st. The president also promoted the spring plays at the schools and urged community support for the arts. Finally, she mentioned that all meeting dates are posted on the school website calendar for reference.

Consent Agenda

Ms. Grant made a motion to approve consent agenda **#13 Approval of the March 12, 2024 Minutes. Discussion: Board Member Patterson addressed reference in minutes about board members attending conferences without roll call approval. Concerns about transparency because past trips weren't approved. Ms. Patterson attended conference on her own funds. There were also mentions of past financial issues, including an unreported \$100 payment.**

Moved by Ms. Hixson second by Mr. Ocampo.

Upon roll call, the following members voted:

5 Ayes:	Ms. Barbahen, Ms. Grant, Mr. Ocampo, Ms. Hixson, Mr. Alexander
1 Nays:	Ms. Patterson
1 Abstain:	Mr. Valtierrez
0 Absent:	None

MOTION PASSED

Ms. Grant made a motion to table consent agenda **#14 Approval of Bill List.** Moved by Ms. Hixson second by Ms. Barbahen.

Upon roll call, the following members voted:

7 Ayes:	Ms. Barbahen, Ms. Grant, Mr. Ocampo, Mr. Valtierrez, Ms. Patterson, Ms. Hixson, Mr. Alexander
0 Nays:	None
0 Abstain:	None
0 Absent:	None

MOTION PASSED

Ms. Grant made a motion to approve consent agenda **#15 Resolution Concerning Non-renewal of Certain Probationary Teachers**. Moved by Ms. Hixson second by Ms. Barbahen. **Discussion: Board member Patterson expressed concern about the dismissal of teachers, highlighting specific cases where she believes the reasons for dismissal were unjustified. She emphasized the importance of supporting and mentoring teachers, particularly in the face of a teacher shortage. She called for greater accountability and support for teachers, advocating against arbitrary dismissals.**

Upon roll call, the following members voted:

1 Ayes:	Ms. Grant
6 Nays:	Ms. Barbahen, Mr. Ocampo, Mr. Valtierrez, Ms. Patterson, Ms. Hixson, Mr. Alexander
0 Abstain:	None
0 Absent:	None

MOTION FAILED

Ms. Grant made a motion to approve consent agenda **#16 Approval of Proviso East, West, and PMSA/District IT Recycling**. Moved by Ms. Hixson second by Mr. Ocampo. **Discussion: Mr. Valtierrez expressed the missed opportunity to generate revenue from recycling efforts.**

Upon roll call, the following members voted:

6 Ayes:	Ms. Barbahen, Ms. Grant, Mr. Ocampo, Ms. Patterson, Ms. Hixson, Mr. Alexander
1 Nays:	Mr. Valtierrez
0 Abstain:	None
0 Absent:	None

MOTION PASSED

Ms. Grant made motion to approve consent agenda **#17 Approval of Memorandum of Agreements with PSRP Union**. Moved by Ms. Hixson second by Mr. Ocampo.

Upon roll call, the following members voted:

7 Ayes:	Ms. Barbahen, Ms. Grant, Mr. Ocampo, Mr. Valtierrez, Ms. Patterson, Ms. Hixson, Mr. Alexander
0 Nays:	None
0 Abstain:	None
0 Absent:	None

MOTION PASSED

Ms. Grant made a motion to approve consent agenda **#18 Personnel Report Minus VI. A**
Moved by Mr. Ocampo second by Ms. Barbahen.

Discussion: Removing Section VI. A until further clarification has been provided.

Upon roll call, the following members voted:

7 Ayes:	Ms. Barbahen, Ms. Grant, Mr. Ocampo, Mr. Valtierrez, Ms. Patterson, Ms. Hixson, Mr. Alexander
0 Nays:	None
0 Abstain:	None
0 Absent:	None

MOTION PASSED

FOIA

March 28, 2024 - The bid opening tabulation or apparent low bidder on the District Capital Improvements Project Bid Release 17. - **Still in process of being fulfilled**

April 01, 2024 - Copies of the bid tabulations regarding Capital Improvements. - **Still in process of being fulfilled**

April 03, 2024 - The number and/or names of PTHS209 employees that were terminated and resigned under the tenure of Dr. James Henderson (August 2020 until September 2023) Please identify whether the employees were terminated or resigned. The number of lawsuits against PTHS209 naming Dr. James Henderson between August 2020 until present) - **Still in process of being fulfilled**

April 05, 2024 - The Bid Results/Tabulations or Award for 03/01/2024 Proviso Township High School District No. 209 - Proviso West Canopy and Bathroom (Cook County) - **Still in process of being fulfilled**

Adjourn

9:34PM

Action Item

Subject: Approval of Resolution to Appoint IMRF Authorized Agent

Background:

District 209 participates in the Illinois Municipal Retirement Fund to provide pension benefits to qualified non-certified employees under the Illinois Pension Code (40 ILCS 5/7-135). The code requires that each employer appoint an Authorized Agent to oversee the administration of the program.

Administration’s Analysis:

Responsibilities of the Authorized Agent include acting as the agent of the governing body in IMRF matters, oversight of payroll related functions and financial reconciliation of member contributions. Upon review of the powers and duties of an Authorized Agent, it is recommended that the role of Authorized Agent be served by the Chief School Business Official.

Statute, Administrative Policy or Board Rules Statement:

Illinois Pension Code: (40 ILCS 5/7-135).

Budget and Funding:

There are not funding or budget considerations to this action.

Implementation or Assessment Plan:

Upon approval, the form appointing the authorized agent will be completed and submitted.

Superintendent’s Recommendation:

That the Board of Education of Proviso Township High Schools District 209 accepts the Superintendent’s recommendation to approve the Resolution to Appoint an IMRF Authorized Agent, as presented.



Carrier® Commercial Service HVAC Maintenance Plan

Enhance



Prepared For:

PROVISO TOWNSHIP HIGH SCHOOL

For Service At:

PROVISO TOWNSHIP HIGH SCHOOL
8601 Roosevelt Rd.
Forest Park, IL 60130-2532

April 12, 2024



Over 100 years of innovation

carrier.com/service



Carrier® Commercial Service Proposed Maintenance Plan

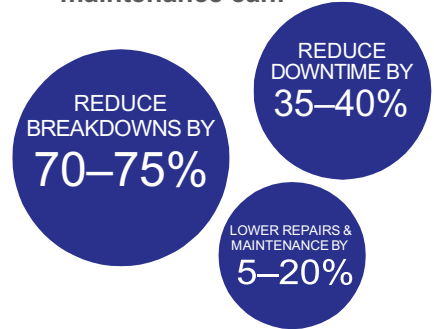
LT,

Thank you for considering Carrier for your mechanical HVAC service. As a leading expert in the industry, we have carefully considered your unique needs in putting together this proposal. The specific details of this plan will be outlined in the following pages of this packet, but here is a summary for your convenience.

Service Plan Level:	Carrier Enhance
Agreement Term:	April 01,2024 through March 31,2027
Location Address:	8601 Roosevelt Rd, Forest Park, IL 60130-2532
Equipment Summary:	
Type	Quantity
Water-Cooled Chiller	2

Impact

Research has shown regular maintenance can:



Source FEMP O&M Guide – July 2004

Benefits

Safeguarding your equipment by choosing Carrier brings the security of having forged a true partnership with the HVAC industry’s foremost servicing and technology leader. We have access to the most advanced technical service tools and engineering resources. By partnering with us we are confident you can experience many benefits such as:

- *Prolonged equipment life*
- *Maximum energy savings*
- *Increased comfort*
- *Lower operating costs*

If you require any additional information about the scope of work and details contained in this proposal, please do not hesitate to contact me. Again, Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,
Kyle Feller



PROVISO TOWNSHIP HIGH SCHOOL – MAINTENANCE PLAN
Quote #01095396



Your Carrier® Team

We are pleased to provide you with a first-class team dedicated to meeting your scheduled and unscheduled service needs. Here is an introduction to the Carrier® team that will be serving you.

Name	Title	Email
Kyle Feller	Commercial Service Account Manager	kyle.feller@carrier.com
Gina Anderson	Operations Supervisor	gina.anderson@carrier.com

Our Commitment to You

Carrier Commercial Service commits to providing you the best service in the industry. Here are just a few of the ways we strive to earn the title of expert.

24/7 Support – We know your equipment has no predictable timetable. That is why we have teams of experts standing by to assist you at any hour of the day or night.

Certified Technicians – Our technicians are certified as Carrier Specialists or Masters – through our progressive Tech360 Certification Program – and thoroughly tested to our exacting standards.

Systems Expertise – At Carrier, we don't just change filters – we provide a complete spectrum of services to meet your diverse HVAC needs. Scheduled maintenance, emergency repairs, remote diagnostics and analytics, equipment replacement and modernization are just a few of the services we can provide. As the servicing entity of Carrier, we have access to the latest engineering advancements and the most advanced technical servicing tools.

Standard Work Procedures – Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, and no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices

Environmental Health and Safety (EH&S) – We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translates to safety on your job site.





Equipment Summary

The following equipment is covered in the Carrier Enhance HVAC maintenance plan.

DESCRIPTION	MFR.	MODEL	SERIAL NUMBER	LOCATION
Carrier Water-Cooled Chiller 23XRV	Carrier	23XRV4042NQVR350--	2117Q25977-	
Carrier Water-Cooled Chiller 19XRV	Carrier	19XRV3232336KCH64-	3615Q24672	



General Services Included

Operating Inspection

An Operating Inspection shall include specific tasks and recommended frequencies for each equipment type. Each inspection will be used to ensure a consistent and thorough review of the covered equipment. Parts, oil, lubricants and materials (refrigerant is a separate item herein) are included as required items to perform the Operating Inspection tasks/actions as indicated in the Service Agreement.

Annual Preventive Maintenance (PM)

Annual Preventive Maintenance is defined as pre-scheduled recurring preventive maintenance actions, which is to be performed once a year or as recommended by the equipment manufacturer. This annual maintenance is designed to maintain the machine at factory standards and prepare the equipment for effective, reliable and efficient operation. Items such as gaskets, filters, o-rings, oil, lubricants and materials (refrigerant is a separate item herein) are included on an as required basis to perform the Annual Preventive Maintenance tasks/actions indicated in the Service Agreement.

Seasonal Start-Up

Seasonal Start-Up is defined as the performance of the task-actions listed herein for each equipment type in order to prepare for seasonal use. This service can include maintenance items that require minimal disassembly. Parts, oil, lubricants and materials (refrigerant is a separate item herein) are included as required items to perform the Seasonal Start-Up tasks/actions as indicated in the Service Agreement.

Tube Brushing/Cleaning

If applicable, internal Tube Brushing/cleaning and visual tube inspection of the heat exchanger water-side tubes are to be performed at the intervals indicated on the applicable Service Agreement. Tube brushing/cleaning and inspection includes the heat exchanger head removal and replacement by Carrier only if indicated on the Service Agreement.



Detailed Description of Work

In this section, detailed action items for each piece of equipment are presented. All work is done according to manufacturers' recommendations and with the utmost attention to detail.

23XRV4042NQVR350--

Quantity	1
S/N	2117Q25977-
Location	
Description	Carrier Water-Cooled Chiller 23XRV



	Frequency of services		
	<u>Yr1</u>	<u>Yr2</u>	<u>Yr3</u>
Annual PM	1	1	1
Seasonal Startup	1	1	1
Operating Inspection	1	1	1
Condenser Tube Cleaning 300-600T	1	1	1



Detailed Description of Work

19XRV3232336KCH64-

Quantity	1
S/N	3615Q24672
Location	
Description	Carrier Water-Cooled Chiller 19XRV



	Frequency of services		
	<u>Yr1</u>	<u>Yr2</u>	<u>Yr3</u>
Annual PM	1	1	1
Seasonal Startup	1	1	1
Operating Inspection	1	1	1
Condenser Tube Cleaning 300-600T	1	1	1

Quote #01095396
 PROVISO TOWNSHIP HIGH SCHOOL - MAINTENANCE PLAN



Carrier® Service Agreement

LT Taylor
PROVISO TOWNSHIP HIGH SCHOOL
8601 Roosevelt Rd
Forest Park, IL 60130-2532

Quote #: 01095396
Submitted By: Kyle Feller
Date: 04/12/2024

Service Plan

Carrier Enhance as defined in General Services section.

Agreement Term

This Agreement shall become effective upon **04/01/2024** and shall continue for a **Three (3) year** term. The Agreement shall automatically renew at each contract anniversary (see Agreement Renewal). Either party may terminate this agreement as outlined in the Terms and Conditions.

Agreement Price

Total agreement price is for Three (3) year(s), payable on quarterly schedule.

Agreement price in year one: **\$12,827.00**
Agreement price in year two: **\$13,468.35**
Agreement price in year three: **\$14,141.77**

Total agreement price: **\$40,437.00**

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc.

Acceptance and Approval

This contract will become binding upon signature by Customer and signature by a Carrier representative. The undersigned acknowledges and agrees by its signature that the Scope of Service, and any amendment or addenda prepared by Carrier with respect thereto, constitutes the entire Agreement.

Customer Acceptance (typed/printed name)

Title

Customer Acceptance (signature)

Date

Carrier Acceptance (typed/printed name)

Title

Carrier Acceptance (signature)

Date



CARRIER CORPORATION TERMS AND CONDITIONS OF SALE EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events") which directly or indirectly affect manufacturing, shipping or delivery. Carrier shall remain excused from performance to the extent which, in its reasonable discretion, any such Force Majeure Event(s) continue to negatively impact Carrier's performance, whether or not the Force Majeure Event itself has ended. Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure

to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are

not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion. Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS - Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. In the event of any dispute arising out of or related in any way to this Agreement, Carrier shall be entitled to recover all costs and expenses incurred in enforcing its rights hereunder, whether based in contract, tort or otherwise, including but not limited to all costs and attorney's fees incurred in any such dispute.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN

CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY - Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY - Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: <https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice>. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS - The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS - Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the

delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, fuel surcharges, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) - Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY - The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link: https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS - If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions - Rental, available at <https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment.

36. STATE CONTRACTOR LICENSE NUMBERS - A list of Carrier's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: <https://www.carrier.com/commercial/en/us/service/contractor-licenses>.

37. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY - If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions available at <https://www.carrier.com/commercial/en/us/legal/additional-terms>, which are incorporated herein, shall apply.

38. ADDITIONAL TERMS AND CONDITIONS - ABOUND - If this Agreement includes a subscription to the Abound platform, then the additional terms and conditions of the Abound Master SaaS Subscription Agreement available at <https://abound.carrier.com/en/worldwide/saas-agreement> which are incorporated herein, shall apply.

39. ADDITIONAL TERMS AND CONDITIONS - I-VU CLOUD - If this Agreement includes a subscription to the i-Vu Cloud platform, then the additional terms and conditions of the i-Vu Master SaaS Subscription Agreement available at https://www.sharedocs.com/hvac/docs/1000/Public/06/i-Vu_Master_SaaS_Agreement_Direct_09232022.pdf which are incorporated herein, shall apply..



Over 100 years of innovations

carrier.com/service

Action Item

Subject: PMSA HVAC Chillers

Background:

Choosing Carrier Commercial Service Division to safeguard PMSA chiller equipment means partnering with the HVAC industry's leading service and technology company. By partnering with Carrier, PMSA will have access to the most advanced technical service tools and engineering resources, giving PMSA the security needed to protect the chiller equipment. Proviso is confident that partnering with Carrier will enable PMSA to obtain the usual life out of the 10-year chiller warranty and continue the preventive maintenance work that's necessary for a functioning system.

Administration's Analysis:

Based on the scope of the work to be performed, the administration believes it is in the District's best interest to secure professional services to punch the chiller tubes on both chillers at PMSA annually for three years. This would directly support the warranty on both chillers and support the annual preventative maintenance schedule.

The attached service agreement covers three years of punching the chiller tube and other mechanical support for the chiller manufactured by "Carrier." The agreement includes a three-year term listed below with a total contract value of \$40,437.00.

Agreement price in year one:\$12,827.00

Agreement price in year two:\$13,468.35

Agreement price in year three:\$14,141.77

Total agreement price: \$40,437.00

Statute, Administrative Policy, or Board Rules Statement:

Board Policy 4:60 *Purchases and Contracts* describe the exceptions to bidding requirements, including that for professional services.

Superintendent's Recommendation:

The Board of Education of Proviso Township High Schools District 209 accepts the Superintendent's recommendation to approve the contract with Carrier in an amount not to exceed \$40,437.00, as presented.

April 23, 2024

14. Johnson Control Planned Service Agreement Fire Protection Proviso East,
Proviso West, and PMSA – Action Item

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Action Item

Subject: Johnson Control Planned Service Agreement Fire Protection Proviso East, Proviso West, and PMSA

Background: Professional Service Partner Johnson Control Inc. provides expert service repair, inspections, and diagnostic testing for the accessible outlying devices throughout the buildings, including the facility fire alarm system. All non-emergency testing scopes of work will include scheduling in advance with written notification to the building leadership. JCI performs component replacement on the central processing unit, including reprogramming of the system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards, monitors, and peripheral devices (smoke detectors, pull stations, audible/visible units, door contacts, etc.) associated with the system. The JCI service agreement includes general service labor Monday through Friday from 8 am to 5 pm for Proviso East, Proviso West and PMSA.

Johnson Control Essential Services Agreement Proviso East, Proviso West and PMSA Kitchen Hood System, Sound System, Fire Alarm Panel,

Scope Review Date: 04/17/2024

Proviso Township High Schools conducted a scope review on April 17, 2024, with Johnson Control Inc. and confirmed that they understand the contractual obligation related to the schedule and the requirements of the essential work.

Statute, Administrative Policy, or Board Rules Statement:

Illinois School Code (105 ILCS 5/10-20.21) and Board Policy 4:60 require that "all contracts for supplies, materials, or work involving expenditure in excess of \$25,000 shall be made in accordance with State law bidding procedure, unless specifically exempted. Contracts will be awarded by the Board of Education at an official meeting."

Board Policy 6:50 states that "The Superintendent shall manage the District's facilities and grounds as well as facility construction and building programs in accordance the law, the standards set forth in this policy, and other applicable Board policies."

Budget and Funding:

The FY2024/2025 operations budget will fund this Fire Protection for Proviso East, Proviso West, and PMSA package.

Location	Address	City	State	Zip	Fire Alarm	Sprinkler	Fire Extinguishers	Kitchen Suppression	Sound	Location Total
Proviso Math & Science Academy	8601 Roosevelt Rd,	Forest Park	IL	60130-2532	\$18,275.00	\$2,400.00	\$1,760.00	\$1,000.00	\$4,475.00	\$27,910.00
Proviso West High School	4701 Harrison St,	Hillside	IL	60162-1616	\$28,522.00	\$700.00	\$4,600.00	\$730.00	\$0.00	\$34,552.00
Proviso East High School	807 S 1st Ave,Proviso E Twp Dist 209	Maywood	IL	60153-2307	\$29,028.00	\$0.00	\$3,000.00	\$730.00	\$20,184.00	\$52,942.00
Offering Total					\$75,825.00	\$3,100.00	\$9,360.00	\$2,460.00	\$24,659.00	\$115,404.00

Implementation of Assessment Plan:

Upon approval by the Board of Education, Proviso operations leadership will engage the awarded firm to begin the stated contract work.

Superintendent's Recommendation:

The Board of Education of Proviso Township High Schools District 209 accepts the Superintendent's recommendation to approve the JCI Professional Services packages in the amounts shown.

Johnson Controls Fire Protection LP
3007 Malmo Dr
Arlington Heights IL60005-0000
USA

Proposal Presented On:
04-15-2024

The Power behind your mission



Janice Elliott
janice.elliott@jci.com
224-242-0621

Thank you for the courtesy and cooperation extended to me during my recent visit and subsequent discussions regarding your life safety service needs. Enclosed is a proposal for your review that will cover all your various needs including:

- Fire Alarm Inspections and Maintenance - to ensure that your system is operating at peak performance
- Sprinkler Inspections - making sure that should a fire occur; the sprinkler system will be ready to put out the flames
- Suppression - to periodically review the fire extinguishers so that employees can utilize a fully operational tool in the event of an emergency

Our Johnson Controls solutions will provide you with

- Potential insurance discounts
- Peace of Mind
- Reliable software and hardware
- Award winning support services
- Code compliance

I invite you to review the attachments enumerating some of the key benefits. I will be available to answer any of your questions regarding the solutions. I can be reached at 224-242-0621 or via email at: janice.elliott@jci.com. Please contact me when you are ready to move forward so I can begin scheduling your inspections.

Sincerely,
Janice Elliott
Fire Service Sales Representative



SERVICE SOLUTION

Customer #: 538133
Proviso Township High Schools
District 209
Date: 15-Apr-24
Proposal #: CPQ-558898
Term: 1-Jul-24 to 30-Jun-25
External Contract #: 661598 R01-
SEP-2023
Subscription ERP #:

Billing Customer:
 Proviso Twsp High Sch Dist 209
 8601 Roosevelt Rd
 Attn: Accounts Payable
 FOREST PARK, IL 60130-2532

Service Location:
 Proviso Math & Science Academy
 8601 Roosevelt Rd,
 Forest Park, IL 60130-2532

Johnson Controls Fire Protection LP
Sales Representative:
 Janice Elliott
 3007 Malmo Dr
 Arlington Heights IL 60005-0000
 janice.elliott@jci.com
 (224) 242-0621

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-KH-HOOD			
HOOD SYSTEM		Est. First Inspection: July	
		KITCHEN HOOD ESSENTIAL SERVICE Total:	\$1,000.00
SYSTEM-SP-WET SPRINKLER			
WET SPRINKLER SYSTEM		Est. First Inspection: July	
		SPRINKLER ESSENTIAL SERVICE OFFER Total:	\$1,600.00
SYSTEM-FA-SIMPLEX 4100U			
SIMPLEX PROG 4100U SYSTEM		Est. First Inspection: July	
		FIRE ALARM EXPERT SERVICE OFFER Total:	\$18,275.00
SYSTEM-SD-VALCOM 51XX			
VALCOM 51XX SYSTEM		Est. First Inspection: July	



SERVICE SOLUTION

SOUND AND COMMUNICATIONS ENHANCED SERVICE OFFER Total: \$4,475.00
SYSTEM-SP-FIRE PUMP
FIRE PUMP SYSTEM Est. First Inspection: July

SPRINKLER ESSENTIAL SERVICE OFFER Total: \$800.00
SYSTEM-EX-EXTINGUISHERS
EXTINGUISHERS/PORTABLES SYSTEM Est. First Inspection: July

EXTINGUISHER ENHANCED SERVICE OFFER Total: \$1,760.00



SERVICE SOLUTION

Customer #: 538133
Proviso Township High Schools District 209
Date: 15-Apr-24
Proposal #: CPQ-558898
Term: 1-Jul-24 to 30-Jun-25
External Contract #:
Subscription ERP #:

Billing Customer:
 Proviso Twsp High Sch Dist 209
 8601 Roosevelt Rd
 Attn: Accounts Payable
 FOREST PARK, IL 60130-2532

Service Location:
 Proviso West High School
 4701 Harrison St,
 Hillside, IL 60162-1616

Johnson Controls Fire Protection LP
Sales Representative:
 Janice Elliott
 3007 Malmo Dr
 Arlington Heights IL 60005-0000
 janice.elliott@jci.com
 (224) 242-0621

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-EX-EXTINGUISHERS			
EXTINGUISHERS/PORTABLES SYSTEM Est. First Inspection: July			
EXTINGUISHER ENHANCED SERVICE OFFER Total:			\$4,600.00
SYSTEM-FA-NOTIFI-SYS 500			
NOTIFIER FIRE ALARM SYSTEM 500 Est. First Inspection: July			
FIRE ALARM ESSENTIAL SERVICE OFFER Total:			\$28,522.00
SYSTEM-SP-WET SPRINKLER			
WET SPRINKLER SYSTEM Est. First Inspection: July			
SPRINKLER ESSENTIAL SERVICE OFFER Total:			\$700.00
SYSTEM-KH-HOOD			
HOOD SYSTEM Est. First Inspection: July			



SERVICE SOLUTION

KITCHEN HOOD ESSENTIAL SERVICE Total:

\$730.00



SERVICE SOLUTION

Customer #: 538133
Proviso Township High Schools District 209
Date: 15-Apr-24
Proposal #: CPQ-558898
Term: 1-Jul-24 to 30-Jun-25
External Contract #:
Subscription ERP #:

Billing Customer:
 Proviso Twsp High Sch Dist 209
 8601 Roosevelt Rd
 Attn: Accounts Payable
 FOREST PARK, IL 60130-2532

Service Location:
 Proviso East High School
 807 S 1st Ave, Proviso E Twp Dist 209
 Maywood, IL 60153-2307

Johnson Controls Fire Protection LP
Sales Representative:
 Janice Elliott
 3007 Malmo Dr
 Arlington Heights IL 60005-0000
 janice.elliott@jci.com
 (224) 242-0621

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-EX-EXTINGUISHERS			
EXTINGUISHERS/PORTABLES SYSTEM Est. First Inspection: July			
EXTINGUISHER ENHANCED SERVICE OFFER Total:			\$3,000.00
SYSTEM-FA-SIMPLEX 4100ES			
SIMPLEX 4100ES FIRE ALARM PANEL Est. First Inspection: July			
FIRE ALARM EXPERT SERVICE OFFER Total:			\$29,028.00
SYSTEM-KH-HOOD			
HOOD SYSTEM Est. First Inspection: July			
KITCHEN HOOD ESSENTIAL SERVICE Total:			\$730.00
SYSTEM-SD-VALCOM 51XX			
VALCOM 51XX SYSTEM Est. First Inspection: July			



SERVICE SOLUTION

SOUND AND COMMUNICATIONS ENHANCED SERVICE OFFER Total: \$20,184.00

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed



SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Fire Alarm	Sprinkler	Fire Extinguishers	Kitchen Suppression	Sound	Location Total
Proviso Math & Science Academy	8601 Roosevelt Rd,	Forest Park	IL	60130-2532	\$18,275.00	\$2,400.00	\$1,760.00	\$1,000.00	\$4,475.00	\$27,910.00
Proviso West High School	4701 Harrison St,	Hillside	IL	60162-1616	\$28,522.00	\$700.00	\$4,600.00	\$730.00	\$0.00	\$34,552.00
Proviso East High School	807 S 1st Ave, Proviso E Twp Dist 209	Maywood	IL	60153-2307	\$29,028.00	\$0.00	\$3,000.00	\$730.00	\$20,184.00	\$52,942.00
Offering Total					\$75,825.00	\$3,100.00	\$9,360.00	\$2,460.00	\$24,659.00	\$115,404.00

SOUND AND COMMUNICATIONS ENHANCED SERVICE OFFER

SYSTEM-SD-VALCOM 51XX

MAINTENANCE REPAIR AND REPLACE - LABOR ONLY COVERAGE

The Enhanced Plan covers inspections and diagnostic tests for the accessible devices listed and currently connected to the facility sound and communications system. Tests will be scheduled in advance. Includes General Service Labor on sound system listed within agreement Monday through Friday 8am-5pm. Excludes Holidays. Excludes Acts of Nature, Faulty Wiring, Moves/Adds/Changes, User Abuse and Vandalism.

FIRE ALARM ESSENTIAL SERVICE OFFER

SYSTEM-FA-NOTIFI-SYS 500

TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

SERVICE SOLUTION

FIRE ALARM EXPERT SERVICE OFFER

SYSTEM-FA-SIMPLEX 4100U

SYSTEM-FA-SIMPLEX 4100ES

FIRE ALARM PANEL AND PERIPHERAL COMPONENT REPLACEMENT FOR FIRE ALARM SYSTEMS:

The Expert Plan covers inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Includes component replacement on the central processing unit, including reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (smoke detectors, pull stations, audible/ visible units, door contacts, etc.) associated with system. Includes general service labor Monday through Friday 8am-5pm. Includes battery replacement of listed batteries every 3 years per manufactures' recommendation. Replacement of the entire fire alarm panel, faulty wiring and/or ground faults are not covered. Excludes normal wear, force majeure, moves/adds/changes, abuse, misuse, accident, improper operation or maintenance or any other event, act or omission outside of the control of Johnson Controls.

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found will be noted

Inspection documentation provided to Customer NOTE: Certain additional services may be required by the Authority Having Jurisdiction. Internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

EXTINGUISHER ENHANCED SERVICE OFFER

SYSTEM-EX-EXTINGUISHERS

TEST AND INSPECTION OVERVIEW:

Inspections and diagnostic tests for the accessible portable fire extinguishers listed.

"PARTS/COMPONENT REPLACEMENT FOR LISTED FIRE EXTINGUISHERS:

The Enhanced Plan covers replacement of moving parts including valve stems , o-rings, seals, pins, and decals. Includes six-year maintenance and hydrostatic testing - complete tear-down of the unit if applicable to inspect internally and hydrotest as required by applicable state and federal agencies (AHJ). Recharges, hydrostatic testing, internal parts, signage, along with parts and labor included at the time of inspection.

Any repair or maintenance required after the time of inspection will be based on local district pricing or other established repair pricing. Extinguisher maintenance replacement due to vandalism, fire, environmental, or other usage are not covered."

DOCUMENTATION:

Any discrepancies found will be noted

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

SERVICE SOLUTION

SPRINKLER ESSENTIAL SERVICE OFFER

SYSTEM-SP-WET SPRINKLER SYSTEM-SP-FIRE PUMP

TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance.

DOCUMENTATION:

Accessible components and devices logged for: Test results Any discrepancies found noted Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

KITCHEN HOOD ESSENTIAL SERVICE

SYSTEM-KH-HOOD

TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible kitchen fire suppression devices listed and currently connected to kitchen fire suppression system. Tests will be scheduled in advance. Any replacement of fusible links, tamper seals, blow-off caps and nozzles associated with the system will be replaced at the time of inspection and billed in addition to this agreement.

DOCUMENTATION:

Accessible components and devices logged for:

Location of each device tested

Test results and applicable voltage readings

Required device tags

Any discrepancies found noted

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Fire Department Connection

SYSTEM-SP-WET SPRINKLER

Inspecting the Fire Department Connection is required quarterly. Items checked for includes condition, operation, leakage, blockage, accessibility, and damage.

Control valve - with tamper switch

SYSTEM-SP-WET SPRINKLER

Each control valve is operated in its full range to ensure correct functioning annually. Drain test is conducted after opening

Fire Pump < 750 - Electric

SERVICE SOLUTION

SYSTEM-SP-FIRE PUMP

Annual fire pump test includes: an inspection of the pump equipment (pump, driver, controller, piping, valves, etc.); installing calibrated test gauges (suction & discharge); flowing water thru the test header (header requires the use of a flow device); water is flowed at three critical points: churn (no flow), rated (100%), and peak (150%), the following readings are taken at each point, discharge pressure, suction pressure, RPM's, volts and amps*; the net pressure is calculated (discharge - suction = net);

*Volts and amp readings will be recorded only when displayed on the exterior of the controller.

Smoke Detector Cleaning Up To

SYSTEM-FA-SIMPLEX 4100U

SYSTEM-FA-SIMPLEX 4100ES

DETECTOR CLEANING SMOKE DETECTORS:

Accessible smoke detection devices will be cleaned using manufacturer's recommended procedures. Devices may be dismantled to expose the smoke chamber (where applicable.) NOTE: Certain types of analog smoke sensors will be cleaned as needed per panel readings. Inspector will determine the actual devices to be cleaned based on visual inspection or panel readings.

Smoke Detector Sensitivity Testing

SYSTEM-FA-SIMPLEX 4100U

SYSTEM-FA-NOTIFI-SYS 500

SYSTEM-FA-SIMPLEX 4100ES

SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:

Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Excludes duct smoke detectors.

Customer Portal (Basic)

SYSTEM-KH-HOOD

SYSTEM-SP-WET SPRINKLER

SYSTEM-FA-SIMPLEX 4100U

SYSTEM-SD-VALCOM 51XX

SYSTEM-SP-FIRE PUMP

SYSTEM-EX-EXTINGUISHERS

SYSTEM-FA-NOTIFI-SYS 500

SYSTEM-FA-SIMPLEX 4100ES

Basic Customer Portal functionality will be provided.

Remote Service Support

SYSTEM-FA-SIMPLEX 4100ES

Remote Service Support package includes telephone support Monday through Friday, 8:00 am ET to 8:00

pm ET. Our technical support specialists have extensive experience to help troubleshoot problems with Fire Alarm Systems, Connected

SERVICE SOLUTION

Sprinkler Systems and Security Systems including CCTV and access control. Common scenarios include timer test issues, clear/reset trouble conditions or add/delete user codes. Our technicians' focus on resolution will help ensure your service levels are successfully met while at the same time reducing the required on-site technical assistance. To reach one of our support specialists, please dial 800-746-7539.

The RSS team cannot help with the disqualifying conditions such as reconnecting or adding devices, damaged wiring, damaged equipment, or remounting devices.

Panel Battery Replacement and Disposal Large (50-110AH)

SYSTEM-FA-SIMPLEX 4100ES

Batteries will be removed, replaced and disposed of in an environmentally friendly manner



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Proviso Township High Schools District 209** and is effective **1-Jul-24** (the "Effective Date") to **30-Jun-25** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance
PAYMENT TERMS: Net 30

Initials

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$115,404.00 - Proposal #: CPQ-558898

PAYMENT SUMMARY:

Year	PSA Charges
1	\$115,404.00

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.



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Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email (), payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: This signed contract satisfies requirement
 YES: Please reference this PO Number: _____

Proviso Township High Schools District 209	Johnson Controls Fire Protection LP
Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Phone #: _____	Phone #: (224) 242-0621
Fax #: _____	Fax #: _____
Email: _____	License #: _____ (if applicable)
Date: _____	Date: _____

SERVICE SOLUTION

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a “Renewal Term”).

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company’s obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer’s failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company’s obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company’s election to continue providing future services does not, in any way diminish Company’s right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late

payment notice or Company’s efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company’s reasonable collection costs, including legal fees and expenses. Customer shall provide financial information requested by Company to verify Customer’s ability to pay for goods or services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer’s ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer’s credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

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Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or**

injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

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7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER

OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the

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components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to

provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of

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testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the “Discharge Services”) of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer’s system by way of education, remote assistance and triage that does not require programming changes to the Customer’s panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer’s fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment

performance data about a Customer’s Covered Equipment for Customer’s sprinkler system or fire alarm system, as applicable, to assist Company in advising Customer on such equipment’s health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware (“Gateway Device”) or Customer will supply a network connection suitable to enable communication with Customer’s Covered Equipment in order for Company to deliver the connected services. For more information on whether your equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your Company sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service’s mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer’s Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay Company at Company’s then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Company shall not be responsible for any injury, loss, or damage caused by any act or omission of Company related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this**

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Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at www.johnsoncontrols.com/techterms

17. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time

bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this**

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Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY.** In no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. **COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring

Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. **Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.**

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with

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the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. **Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.**

vi. **Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.**

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses

traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER**

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UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not

under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. *EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.*

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the equipment or products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of equipment or products. Customer assumes

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exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment or products.

19. Software and Digital Services.

Digital Enabled Services; Data. If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the

Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/general govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

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20. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

24. Force Majeure. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other

public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered

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System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

26. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

27. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

29. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of

any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

30. One-Year Limitation on Actions; Forum Choice of Law.

Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

31. Assignment. This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or

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agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Headings. The headings in this Agreement are for convenience only.

34. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

35. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

36. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. Privacy. A. Company as : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. Company as : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel

under applicable law, Customer warrants and represents that it has obtained such consent.

39. FAR. Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

Action Item

Subject: Facilities Master Plan Phase II Implementation Consultant Services
FMP – Phase II Bid Release #17

Background:

Nancy Hamill Governale, Inc., DBA Facilities Research, has worked on the FMP project for a few years now. Facilities Research has provided valuable hours in the summer for the Facilities Master Plan construction and reviewed construction documents, analyzing the project development during the past summers. This phase includes central air-conditioning, design at Proviso East, and site grading work at Proviso West, with an estimated cash flow projection value of \$ 17,361,583.00.

Administration's Analysis:

Based on the scope of the work to be performed in Phase II Bid Release 17, the administration believes it is in the District's best interest to secure professional services to help oversee and monitor large construction projects. Directly supporting the Operations Team with monitoring the quality of the work being performed and ensuring that the District is getting the best value.

The attached consulting agreement specifies approximately six months of support from Nancy Hamill Governale (DBA Facilities Research). The agreement includes an estimated two days per week of services, roughly 4 hours per visit at the rate of \$150.00 per hour.

Upon approval by the Board, the administration will begin working with Facilities Research to monitor the implementation of Phase 2 bid release 17 projects.

Statute, Administrative Policy, or Board Rules Statement:

Board Policy 4:60 *Purchases and Contracts* describe the exceptions to bidding requirements, including that for professional services.

Superintendent's Recommendation:

The Board of Education of Proviso Township High Schools District 209 accepts the Co-Interim Superintendent's recommendation to approve the contract with Nancy Hamill Governale (DBA Facilities Research) in an amount not to exceed \$62,400.00, as presented.

Exhibit A
SCOPE OF WORK – CONTRACT EXTENSION
Proviso Township High School District 209 (PTHS 209)
Professional Services in Support of Facilities Master Plan (FMP) Implementation
May 2024 to November 2024

Business Incorporation and name:
Nancy Hamill Governale, Inc., DBA Facilities Research

Act as an Extension of Facilities Department for Ongoing Campus Revitalization.
Assist PTHS 209 with monitoring ongoing master plan physical improvements at various school facilities.
Attend project meetings as needed.

Work with LT Taylor and other school staff to support day to day facilities and construction related inspections, communications, drawing review, reports and presentation documents as needed. Interface with FMP A/E consultants, construction managers and facilities staff to accomplish assigned duties and projects. Provide analysis support for facilities operations for design review and conceptual facilities review. Develop an understanding of current and future design documents through interface with various design teams. Continue to interface with facilities staff while being engaged in the overall Facilities Master Plan implementation process.

Services provided will be dependent on the needs of any current project, planning for future projects and support for PTHS 209 to accomplish the Facilities Master Plan implementation.

Work will be scheduled around the needs of PTHS 209 and can occur throughout the day. Current and future construction will be scheduled at various times. In addition to active work hours and construction, inspections, photos and walkthroughs may be scheduled while construction is not actively occurring.

Work completed offsite could include items such as current construction plan and document review, general communications, analysis, compilation of facilities related documentation generated through the design and construction process into a user friendly format, and other activities related to the Facilities Master Plan Implementation. Specific future construction plans have yet to be determined.

Continued support for Facilities to research, analyze and develop specific scope of work assignments as needed. Write RFPs for small scale facilities projects not included within the scope of the Facilities Master Plan. Research and analyze other facilities related topics and projects as requested by the PTHS broader community.

To accommodate PTHS 209, an average of 16 hours per week @ \$150/per hour X 26 weeks = \$62,400
Work assignments should be planned and scheduled in advance to approximate and average of 16 hours per week. Longer term projects will be intermingled with ongoing scheduled FMP assignments, meetings, construction activities and scheduled to effectively plan and utilize consulting hours.

Facilities Research Business Support:
Insurance, background checks, Facilities Research office operation support, equipment, business related activities, and other business expenses and taxes are the responsibility of Facilities Research.

Work Space/ Internet
A physical desk space or suitable location to work while on campus is requested.
Access to PTHS Internet while on campus.

Start Date:
May 1 2024, up to 6-month term

Action Item

Subject: FMP – Phase II Release #17

Funding Source: 2024/2025 Capital Projects Funding

Background: Work in the following package is in support of the following Facilities Master Plan Phase II for Proviso East HVAC and Proviso West site grading
2024/2025: Capital Projects Funding

Bid Packages 03C- Concrete Work Proviso East **Design Estimate: \$58,000.00**

Bid Opening Date: 4/3/2024

Recommended	Enger-Vavra, Inc	\$46,043.00*
	Schaefges Brothers, Inc	\$72,777.00
	Elliot Construction	\$76,570.00

Gilbane has conducted a scope review on April 3, 2024, with **Enger-Vavra, Inc** and confirmed that they understand the scope, schedule, and requirements of the work.

Bid Packages 05B- Steel/Misc Metal Work Proviso East **Design Estimate: \$135,787.00**

Bid Opening Date: 4/3/2024

Recommended	Penn Services Inc.	\$78,525.00*
	Mechanical & Industrial Services, Inc	\$132,000.00
	T.A. Bowman Construction	\$209,000.00

Gilbane has conducted a scope review on April 4, 2024, with **Penn Services Inc.** and confirmed that they understand the scope, schedule, and requirements of the work.

Bid Packages 06N- General Trades Work Proviso East **Design Estimate: \$55,630.00**

Bid Opening Date: 4/3/2024

Recommended	Hargrave Builders Inc.	\$35,450.00*
	DBM Services	\$90,000.00
		\$
		\$

Gilbane conducted a scope review with **Hargrave Builders Inc.** on April 3, 2024, and confirmed that they understand the scope, schedule, and requirements of the work.

Bid Packages 31J- General Trades Work Proviso West

Design Estimate: \$145,754.00

Bid Opening Date: 4/3/2024

Recommended	Bisping Construction	\$121,000.00*
	J.S.Riemer	\$196,050.00

Gilbane conducted a scope review with **Bisping Construction** on April 2, 2024, and confirmed that they understand the scope, schedule, and requirements of the work.

Statute, Administrative Policy, or Board Rules Statement:

Illinois School Code (105 ILCS 5/10-20.21) and Board Policy 4:60 require that “all contracts for supplies, materials, or work involving expenditure in excess of \$25,000 shall be made in accordance with State law bidding procedure unless specifically exempted. Contracts will be awarded by the Board of Education at an official meeting.”

Board Policy 6:50 states that “The Superintendent shall manage the District’s facilities and grounds as well as facility construction and building programs in accordance the law, the standards set forth in this policy, and other applicable Board policies.”

Budget and Funding:

This bid packages will be funded through 2024/2025 Capital Projects Budget

Implementation or Assessment Plan:

Upon approval by the Board of Education, Gilbane will engage the awarded firm to begin the specified work.

Superintendent’s Recommendation:

That the Board of Education of Proviso Township High Schools District 209 accepts the Superintendent’s recommendation to approve the awarding of the bid packages, in the amounts shown.

Gilbane Building Company
123 N. Wacker Drive
Suite 2600
Chicago, Illinois 60606
Telephone: 773-695-3500
Facsimile: 773-695-3501



April 5, 2024

LT Taylor, CPMM, BOC
District Lead
Buildings & Grounds Manager
Proviso Township High School District 209
8601 West Roosevelt Road
Forest Park, IL 60130

Re: Bid Release #17 –

Subject: Recommendation to Award

Dear LT:

Based on the bids received for Bid Release 17, Proviso East Emergency Stair/RTU Platforms and Proviso West – Soil Stockpile Re-Distribution, we recommend awarding a contract to the firms listed in the subsequent page. Values of the contracts are included within the table.

Be advised due to the unavailability of the BP-09P Staining Contractor to complete the Scope Review meeting, we have excluded that Bid Package and will issue under separate cover at a future time.

With respect to the work outlined within each Trade Package, we have reviewed the above recommended firms' bid and confirmed that they appear to understand the scope, schedule, and requirements of the work. These firms have successfully completed similar work for Gilbane in the past. We recommend approval of their bid as the lowest responsible bid.

Please indicate the District's approval of the above by signing below and returning a copy to our office. If you have any questions, please do not hesitate to call.

Sincerely,
GILBANE BUILDING COMPANY

A handwritten signature in black ink, appearing to read "Michelle McClendon". The signature is written in a cursive, flowing style.

Michelle McClendon
Senior Project Executive

Approved:
Proviso Township High School District 209

Date: _____

cc: M. Dolter, Perkins & Will

Bid Packages

Bid Package	Contractor Name	Package Description	Date of Advertisement	# Of Bids	Low Base Bid	Estimate	Variance	%MBE/WBE	Scope Review Meeting
BP-03C - Concrete Work Proviso East	Enger – Vavra, Inc.	Concrete Work for Emergency Egress Stairs – Proviso East High School	03.09.24	3	\$46,043	\$58,000	\$11,957	100% VOB	04.03.24
BP-05B – Steel/Misc. Metals Work Proviso East	Penn Services Inc.	Steel/Misc. Metals Work for Stairs and RTU Platforms – Proviso East High School	03.09.24	3	\$78,525	\$135,787	\$57,262	100% MBE	04.04.24
BP-06N – General Trades Work – Proviso East	Straub Builders Inc.	Roofing, Canopy Carpentry, Painting of Stairs – Proviso East High School	03.09.24	2	\$35,450	\$55,630	\$20,180	0%	04.03.24
BP-31J – Site Grading Work – Proviso West	Bisping Construction	Creating berms from stockpiled soil at Proviso West High School	03.09.24	2	\$121,000	\$145,754	\$24,754	0%	04.02.24
					\$281,018	\$395,171	\$114,153	44%	

Information Item

Subject: 2024 Summer Hours for Particular 12-month Staff

Background:

District 209 has a past history of allow particular 12-month staff to work Monday through Thursday after the regular school year has concluded, and the summer school year begins. This has involved those employees working 10-hour days for four days a week, opposed to working five days a week for 8 hours. This option has applied to 12-month administration, 12-month special pay roll, and 12-month support staff. This would not apply the School Employee International Union (SEUI) 'Operations and Maintenance Custodial' staff.

Administration's Analysis:

Given the past practice and overall interest from the above groups, this is an option that should be considered. There is nothing preventing this option from being considered within the above mentioned group's contracts of bargaining agreements.

Implementation Plan:

Upon approval, the form appointing the authorized agent will be completed and submitted.

Action Item

Subject: 2024 Student Summer IT Internship

Background:

The Proviso Township High School District 209 Technology Department has previously offered the opportunity for students to work hands-on with the department over summer break. This opportunity assists the Technology Department with summer projects, including student and staff device preparation, and more importantly, allows students to explore a technology career pathway.

Administration's Analysis:

The Proviso Technology Department is in year three of the Student Summer IT Internship. All 1,300+ student devices have arrived and must be asset-tagged and imaged for the upcoming 2024-2025 school year. Having six interns will expedite this work and provide real-world experience working as a team in a Technology Department. Tasks such as inventory management, technology recycling, and computer lab preparation are additional opportunities during this internship. The students will use this internship opportunity to develop workplace experience, explore a technology career pathway, and develop 21st Century Skills as a member of the Technology Department.

Superintendent's Recommendation:

The Board of Education for Proviso Township High School District 209 accepts the Interim Superintendent's recommendation to hire six students at \$15 per hour for the 2024 Student Summer IT Internship.

Action Item

Subject:

Approval of 2024 Summer School Staffing Addendum

Background:

Each summer, Proviso Township High Schools District 209 provides multiple learning opportunities for students to ensure all students have access to and engagement with high-quality equitable and relevant instruction. Opportunities for credit recovery, original credit, and enrichment will be offered to students.

2024 Summer School Program and Staffing was approved by the PTHS 209 Board of Education on March 12, 2024.

Administration’s Analysis:

Our summer program is open to all high school-aged students within Proviso Township. We have developed and refined course and program offerings intended to support teaching and learning. Our goal is to support our students and families by providing them with academic offerings as well as new opportunities to engage in enrichment activities.

Additional staff are being requested at this time to service evening school students as well as provide administrative support for implementation and ongoing communication with students and parents/families of all day school programs. Additional Special Education Instructional Aides are also included to meet the needs of Diverse Learners who will be attending 2024 Summer School. Each employee is scheduled to work 3 hours per day for 24 days. Total investment = \$25,040

Summer School Position	Position Type	FTE Needed	Stipend for Both Sessions	Extended Stipend	Notes
Evening School Administrative Assistant	Support	1	\$25/hour	\$1,800	Assisting with communication to parents and home schools.
Evening School Counselor	Support	2	\$55/hour	\$3,960 per counselor \$7,920 total	Handling all enrollments, grade entries, transcript audits, & advising for credits for Evening School students.
Evening School Social Worker	Support	2	\$55/hour	\$3,960 per social worker \$7,920 total	Serving students at Evening School during Summer School to meet their socioemotional needs; e.g., IEP social minutes.
Summer School Administrative Assistant	Support	1	\$2,000	\$2,000	Assisting with communication to students, parents/families, and home schools. Assisting with operations and coordination of purchasing, professional development, maintenance requests, and any other planning tasks as needed.

Special Education Instructional Aide	Support	3	\$25/hour	\$1,800 per aide \$5,400 total	Serving Diverse Learners during Summer School to meet their academic needs; e.g., IEP accommodations and modifications.
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Statute, Administrative Policy or Board Rules Statement:

The Illinois School Code (105 ILCS 5/10-22.33A) states that the District shall offer Summer School during that period of the calendar year not embraced within the regular school term to provide and conduct courses in subject matters normally embraced in the program of the schools during the regular school term, may collect a charge for attendance in an amount not to exceed the per capita cost of the operation, except that the board may waive all or part of such charge if it determines that the family of an individual pupil is indigent or that the educational needs of the pupil require his attendance at such courses, and to give regular school credit for satisfactory completion by the student of such courses as may be approved for credit by the State Board of Education.

Superintendent’s Recommendation:

That the Board of Education of Proviso Township High Schools District 209 approves the Co-Interim Superintendent’s 2024 Summer School staffing addendum recommendation for 2024.

Action Item

Subject:

Approval of 2024 Summer Registration Support

Background:

Each summer, Proviso Township High Schools District 209 engages students and families in registration and enrollment which involves ensuring compliance with medical information and scheduling students for classes.

Administration’s Analysis:

The counselor position at Proviso Township is scheduled to work 180 days per their collective bargaining agreement. However, due to fluid adjustments to the master schedule and student transfers into our district, there is a need for additional employees to perform duties during the summer. This includes the school nurse to evaluate medical records as students complete online registration. This also involves counselors evaluating transcripts to ensure proper course placement, making adjustments to the master schedule to ensure class sizes are balanced, and general scheduling duties.

These additional positions are needed to meet the needs of Proviso to ensure a proper start to the 2024-2025 school year. Total investment = \$26,100

Summer School Position	Position Type	FTE Needed	Stipend for Both Sessions	Extended Stipend	Notes
Counselor	Support	3	\$55/hour for 100 hours	\$5,500 per counselor \$16,500 total	Schedule adjustments, new enrollment schedules, class size balancing
Nurse	Support	3	\$40/hour for 80 hours	\$3,200 per nurse \$9,600 total	Review and approve of health related documents, immunization records, dental and vision

Statute, Administrative Policy or Board Rules Statement:

N/A

Superintendent’s Recommendation:

That the Board of Education of Proviso Township High Schools District 209 approves the Co-Interim Superintendent’s 2024 Summer Registration Support

21. Sports Medicine Services Agreement from Total Body Wellness and Performance, Inc. for Athletic Trainers at Proviso East and Proviso West High Schools – Action Item

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Total Body Wellness and Performance, Inc
Sports Medicine Services Agreement

THIS AGREEMENT made this 1st day of July, 2024 through 30th day of June, 2026 between the Board of Education of Proviso Township High School District 209 (hereinafter referred to as “Team”)

AND

Total Body Wellness and Performance, Inc (TBWP) (hereinafter referred to as “Contractor”).
WITNESSETH:

WHEREAS, the Team, desires to have certain athletic training services and medical assistance services performed in connection with athletic programs;

WHEREAS, Contractor has agreed to perform such services on behalf of Team 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. 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 for each of Team’s two schools: Proviso East High School and Proviso West High School.
2. Site of Services and Team Support of Programs. The Team shall provide appropriate space for the conduct of any sports medicine program 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 Team shall be solely responsible for determining the times of practice and for scheduling all athletic events. The Team shall facilitate communications and schedule changes between Team, coaches and Contractor. The Team shall submit to the Contractor within fourteen (14) calendar days all team holiday practice/game schedules for the Fall 2024 -2029 sports seasons. Schedules for the subsequent Winter and Spring seasons shall be provided promptly when available. The Team 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 Team shall be responsible providing access to all emergency phone locations.
3. Compensation. Team will pay to Contractor, for the contemplated performance of Services hereunder, sums as set forth fully in the attached Schedule B “Compensation and Attendance Schedule” incorporated herein.
4. Term. This agreement shall be in full force and effect from July 1, 2024 through and including approximately June 30, 2026 or based on agreed REGULAR SEASON SCHEDULE unless terminated earlier by either party upon at least (30) calendar days’ prior written notice to the other party of its intention to terminate.
5. Independent Contractor. It is hereby understood and agreed that Contractor, in performing this Agreement, is acting in the capacity of an independent contractor, and that Contractor is not an

agent, servant, partner, nor employee of Team. Contractor will have control over the work to be performed, the assignment of personnel subject to the terms herein, and shall be solely responsible to pay its own federal and local taxes, salary, social security payments, and any and all other payments incurred by Contractor in the performance of this Agreement, as well as perform all necessary legal requirements pertaining to employment. None of the benefits provided by Team to its employees, including but not limited to workers' compensation insurance, disability insurance, medical insurance, and employment insurance are available from Team to Contractor and/or any and all of Contractor's agents, servants, and employees. Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in the name of Team or to bind Team in any way whatsoever.

6. Compliance with Law. Contractor shall comply with all applicable laws concerning the provision of services to public school students in the State of Illinois, including but not limited to the Illinois School Code and all rules and regulations set forth by the Illinois State Board of Education ("ISBE").
7. Assigned Personnel. Contractor shall assign personnel to service this Agreement in a manner that avoids frequent substitution or turnover, such that consistency of services are provided to Team's students, without unreasonable or unnecessary disruption. As much as possible, only two individuals shall serve as the Head Athletic Trainer (one at each school). All assigned Athletic Trainers shall be licensed and credentialed as required by Illinois law and by the Illinois Department of Professional and Financial Regulation and such credentials shall be provided to the Team. Though Contractor possesses the discretion and authority to assign individuals of its choosing to serve as Athletic Trainers as set forth in Schedule A, the Team shall possess the right to direct that any assigned individual who does not meet the Team's expectations, as solely determined by the Team, be promptly removed by Contractor and replaced.
8. Background checks. (a) *Criminal*: All employees or subcontractors of Contractor servicing the Team and being present in any school of the School District for two or more consecutive days shall be subject to a fingerprint-based criminal history records check and online database check pursuant to 105 ILCS 5/10-21.9 and shall not have been convicted of a prohibited offense. Contractor shall initiate such a records check *prior* to the individual's first day of assignment at Team with a vendor using LiveScan equipment and approved by the Illinois Department of Financial and Professional Regulation. The cost of such checks shall be Contractor's and Team shall be provided the vendor's LiveScan results concurrently as provided to Contractor. (b) *Faith's Law*: Contractor additionally certifies that prior to sending any employee or subcontractor to the premises, Contractor has complied with all employment history review and other obligations of 105 ILCS 5/22-94. Upon conclusion of the review, Contractor agrees to promptly disclose to the Team all records, information and determinations related to Section 22-94 employment history review for each of its employees or independent contractors.
9. Insurance. Contractor shall be responsible for providing general liability, professional liability insurance, and workers' compensation insurance for its athletic trainers and its Services and additionally for the benefit of the Team. The limits of liability for ATC Sports Medicine'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 Illinois statutory requirements. The Team shall be responsible for providing general liability insurance including, premises liability insurance, and professional liability insurance for the activities of its employees. All insurers shall be licensed by the State of Illinois and rated A+-VII or better by A.M. Best or comparable rating service. The insurance policies shall name the Team as an additional insured on a primary and noncontributory basis with a waiver of subrogation in favor of the Team. Contractor shall provide the Team copies of policies reasonably acceptable to the Team evidencing the existence of the coverage described above. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling School District to terminate this Agreement.
10. 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 wrongful acts or omissions of the Indemnifying Party in undertaking the Indemnifying Party's duties under this Agreement. If the Team is not liable for the wrongful act or omission under law, then the Team shall have no indemnification obligation to Contractor.

11. 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.
12. 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 email during regular business hours, or mailed by certified mail, postage pre-paid, return receipt requested, to the other party. Notices to TBWP Sports Medicine shall be addressed to the attention of the Sports Medicine Director. Notices to the Team shall be addressed the actively serving Business Manager or Director of Finance.
13. Assignment. Subject to the terms of this Agreement and without the waiver or loss of any such terms, TBWP Sports Medicine shall have the right to subcontract any of the Services to qualified and duly certified personnel and TBWP Sports Medicine shall remain solely liable for the oversight and performance of such personnel.

Non-Solicitation. Team agrees that during the Term and for a period of twelve (12) months after termination of the Agreement, Team 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 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 Team'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.

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 provisions 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 provisions 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. This Agreement shall be governed by state law in the state in which services are rendered, without regard to rules of conflicts of law. 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.

Total Body Wellness and Performance, Inc

Team

By: _____

By: _____

Print Name: _____

Print Name: _____

Title:

Title:

Schedule A

Services

TBWP Sports Medicine, with the approval of the Team, shall designate and supply two individuals to provide the sports medicine services described in this Agreement while serving as a head athletic trainer to the Team (“Services”) at Proviso East High School and Proviso West High School. The Services shall consist of:

- (a) Providing onsite athletic training coverage for home game and practices. Services include but are not limited to:
 - i. Injury evaluation, assessment and treatment
 - ii. Taping and stretching
 - iii. First aid and emergency management
 - iv. Recommending appropriate plan of care based on injury
- (b) Assisting the Team faculty and athletic coaching staff in the design and implementation of a continuing education program for the Team’s athletic coaching staff, parents and athletes, to include concussion awareness, injury prevention and treatment and any other topics deemed appropriate by Team’s board of directors.
- (c) Assistance in the coordination of the sports medicine program for the Team.
- (d) Advising the Team on supplies and training equipment needed for the sports medicine program.
- (e) Providing conditioning and flexibility training suggestions to the Team coaching staff.
- (f) Providing complimentary injury screenings at all ATC or affiliate locations for any injured athlete, staff or family member associated with Team. (must be coordinated through athletic trainer)
- (g) Recommending appropriate physicians based on injury, personal preference and location, most appointments within 48 hrs
- (h) Assistance in monitoring athletic injuries and assistance in developing an injury prevention program.
- (i) Coordinating and providing injury follow-up and evaluation to assist the treating physicians of students.
- (j) The parties acknowledge that from time Schedule A may be modified by mutual written consent of parties as needed.

Schedule B

Compensation and Attendance Schedule

Contractor will provide two Certified Athletic Trainers for the Team for the term of 2 years beginning July 1, 2024 through and including June 30, 2026. All the expenses of TBWP Sports Medicine's athletic trainer are included at no additional charge, except when the Team requests the athletic trainer to participate in an out-of-town athletic event requiring travel or overnight lodging. In such instances, the Team shall pay the direct costs of such additional expenses as they are incurred by or on behalf of the athletic trainer. If the Team desires TBWP Sports Medicine's athletic trainer to cover other Team sporting events (those not indicated on Schedule B), TBWP Sports Medicine and the Team will attempt to mutually agree on the coverage of the event and the additional fee of \$80/hr. for such coverage. TBWP Sports Medicine's athletic trainer will only cover state sanctioned events. If affiliate is not a member of a state association, TBWP Sports Medicine's athletic trainer will only cover team sanctioned events of practices as all events or practices covered are to be mutually agreed upon by the athletic trainer and the athletic director at \$80/hr.

Upon Team agreement:

Team will make P.A. announcement at every home event that Total Body Wellness and Performance is the Sports Medicine Provider along with contact information and provide TBWP Sports Medicine with an opportunity to display signage and banners at each of the athletic events in prominent locations and allow TBWP Sports Medicine to place information regarding TBWP Sports Medicine services and various programs at the site of the athletic events. Allow TBWP Sports Medicine to display the Team name and logo and that it is the "Authorized Sports Medicine Affiliate" for the Team on TBWP Sports Medicine marketing and advertising materials including, but not limited to, the website used by TBWP Sports Medicine in its business, marketing brochures, posters and other marketing collateral.

Coverage: TBWP Sports Medicine will work with team to determine schedule athletic training hours for all home games and practices to have an onsite athletic trainer present. This will be determined based on the schedule of the Team. Contractor shall provide a minimum of 30 hours of coverage per week at each of Team's two schools, and shall provide Coverage as needed on at least 5 days per week.

Compensation for services: \$205,000 a year for the Term of this Agreement. Such compensation covers all home games, practices related events. ALL playoffs, holiday tournaments, and non regular season events and other services including educational talks, preventative/sports performance programs, and coordinating injury evaluations will be compensated at an additional hourly rate of \$80/hr. as mutually agreed between contractor and team.

Compensation shall be rendered according to 4 tri-monthly payments of \$51,250.00 per Schedule below. All payments shall be rendered to Total Body Wellness and Performance in form of check or direct deposit. Payment 1 of schedule shall be made in order for any commencement of athletic services to be provided by Contractor. All late payments by Team shall accrue 10% penalty after 5 days, 15% penalty after 10 days, and 20% penalty after 15 days beyond payment schedule below. In addition, suspension of athletic training services will be enforced by Contractor for failure of non payment per payment schedule. Failure of Team to timely pay two consecutive invoices shall permit Contractor to terminate this Agreement, provided Contractor has first provided written notice to Team of its default and provided Team has not cured the default within 14 days.

Payment Schedule:

Payment 1 July 1, 2024 -2026

Payment 2 October 1, 2024-2026

Payment 3 January 1, 2024-2026

Payment 4 April 1, 2024-2026

Action Item

Subject: Sports Medicine Services Agreement from Total Body Wellness and Performance, Inc. for Athletic Trainers at Proviso East, and Proviso West High Schools

Background:

PTHS 209 will be completing the 1-year agreement with Total Body Wellness and Performance Inc. as of May 31, 2024. Total Body Wellness and Performance, Inc. provided athletic trainers to support Proviso East and Proviso West High Schools for the interscholastic athletic programs this school year. The trainers at both campuses have done an outstanding job of supporting our student athletes within the athletic program. In addition to providing immediate care to students who have been injured or suddenly become ill, the trainers have been there to support students with prevention and care of sports injuries before, during and after athletic team practices and games.

After negotiation with Total Body Wellness and Performance, Inc. a new proposal was drafted which outlines a 2-year Sports Medicine Services Agreement, which covers the schools for 12 months. *The one-year agreement was for 10 months.* Per the contract Total Body Wellness and Performance will continue to provide two certified athletic trainers, one at each high school campus for six days per week during practices and games. The compensation for services is \$205,000 per year for the term of this agreement. The weekly service shall be 35 hours minimally which averages over 5 hours per day.

Total Body Wellness and Performance, Inc will continue to provide daily support for prevention and care of sports injuries and coverage during games. They will also develop a concussion plan and report it to the IHSA as they have previously done. Additionally, the trainers will provide full coverage for the prestigious Proviso West Holiday Tournament during December on non-school attendance days.

Additional costs to the district (if needed) would be expenses associated with out-of-town travel or overnight lodging as well as appropriate equipment and sports medicine supplies such as tape, gauze, bandages, ice bags, ice chips, etc. the latter are regularly budgeted items that are kept in stock at both schools and are used by coaches for players in the absence of athletic trainers.

The term of the 2-year Sports Medicine Services Agreement is July 1, 2024, through June 30, 2026. If the district accepts this agreement, Body Wellness and Performance will begin daily athletic training services as soon as possible. Services are listed under Schedule A in the agreement. Schedule B in the agreement outlines the compensation and attendance schedule.

Administration’s Analysis:

The District Athletic Director under the Direction of the Interim Superintendents would like to propose acceptance of the Sports Medicine Service Agreement from Total Body Wellness and Performance, Inc. By signing and executing the agreement, the district will ensure a certified athletic trainer is present for athletic practices and games at both campuses throughout the 2024-2025 and the 2025-2026 school years.

Statute, Administrative Policy, or Board Rules Statement:

School Board Policy 4:60 Purchases and Contracts requires that the Board of Education review contracts for services.

Superintendent’s Recommendation:

That the Board of Education for Proviso Township High School District 209 accepts the Co-Interim Superintendent’s recommendation to sign and execute the Sports Medicine Services Agreement from Total Body Wellness and Performance, Inc.

Action Item

Subject: Action Concerning Employment of Teacher

Background:

The Proviso Township High Schools District 209 Board of Education received a letter rescinding the resignation of a Proviso Teacher.

The teacher was informed by administration that their employment as a probationary teacher would be recommended to the Board of Education for non-renewal. As is customary with such teachers, they are also informed that that they could resign in lieu of facing the Board's decision. Instead of risking non-renewal action by the Board, teacher chose to resign. Their resignation was included on the personnel report at the April 9, 2024 board meeting and accepted by the Board. They now seek to rescind (reverse) their resignation.

Administration's Analysis:

It is a regular practice for administration to inform probationary teachers they can resign prior to being presented for non-renewal to the board of education. The Board of Education has the authority to rescind a resignation.

Statute, Administrative Policy or Board Rules Statement:

Illinois code, 105 ILCS 5/24-14, allows a teacher to resign at any time with the approval of the board, or to resign at the end of a school year without approval.

Proviso Township High Schools District 209 does not have a policy addressing a teacher rescinding their resignation, nor is there language in the current Proviso Teachers Union Local 571 collective bargaining agreement.

Superintendent's Recommendation:





The Co-Interim Superintendents do not recommend taking further action concerning the employment of a teacher as discussed in closed session.





FY24 Employee Count Report - April 23, 2024

PROVISO TOWNSHIP HIGH SCHOOL DISTRICT 209
Office of Human Resources




KEY: Names in red = VACANCY Names in green = VACANCY filled pending BOE Approval Names in blue = INTERIM only Names in grey = Serving as internal INTERIM Names in gold = Leave of Absence	East	West	PMSA	District	BOE Allocation	East	West	PMSA	District	Leave of Absence	East	West	PMSA	District	Total Vacancies	Pending Approval				
	Head Count					Allocations					Vacancies						East	West	PMSA	District

SPECIAL PAYROLL																				
Office of the Superintendent																				
Superintendent of Schools					1					1					1					VACANCY (J. Henderson) Aschoff, Alexander S (Interim) Pavone, Luke (Interim)
Deputy Superintendent for Operational Services				1	1					1					0					Pavone, Luke (Interim Acting Superintendent of Schools)
Deputy Superintendent for Educational Services				1	1					1					0					Williams, Sharon D
Executive Assistant - Superintendent's Office and Board of Education				1	1					1					0					Salgado, Janessa
Budget and Finance																				
Chief Financial Officer				1	1					1					0					Watson-Hill, Deborah
Coordinator I - Accounting and Finance				1	1					1					0					Moody, Leonard C
Coordinator I - State and Federal Programs					1					1				1	1					VACANCY (D. Watson-Hill)
Coordinator II - Payroll				1	1					1					0					Geans, Jeanetta
Administrative Assistant - Office of Finance				1	1					1					0					Johnson, Carla D 171
Financial Generalist				2	2					2					0					Horton, Brenda Watson, Marcia S
Human Resources																				
Director - Human Resources					1					1				1	1					VACANCY (S. Hadala)
Coordinator I - Human Resources				1	1					1					0					Breich Jr, William C
Coordinator I - Benefits Specialist					1					1				1	1					VACANCY
Coordinator II - Human Resources Generalist				1	1					1					0					Edwards, Michelle L
Administrative Assistant - Human Resources				1	1					1					1					Reyes, Lizett (6.30.24 Int)
Specialist - Benefits				1	1					1					1					Sabado, Arlene R (6.30.24 Int)
Technology																				
Director - Technology				1	1					1					0					Swanson, Michael Scott
Coordinator I - Computer Solutions				1	1					1					0					Uddin, Faraz
Coordinator I - Network Systems				1	1					1					0					Koval, Vasy!
Coordinator II - Student Information System				1	1					1					0					Moon, Dejuan A
Coordinator II - Information Systems				3	3					3					0					Bennett, David L Bennett, Lamont D Chielo, Victor A
Generalist IT				1	1					1					0					Emory, Mariah
Operational Services																				
Director for Operations				1	1					1					0					Taylor Jr, L T
Custodial and Maintenance Building Lead	1		1	1	4	1	1	1	1				1		1		Mcdonald Jr, Alfred	VACANCY	House, Leon	Perales, Jose L
Manager - Transportation					1					1				1	1					VACANCY (W Garrett)
Bus Driver - Full Time				1	1					1					0					Hernandez, Claudia M
Bus Driver - Part Time					1					1				1	1					VACANCY
District Director of Athletics and Activities				1	1					1					0					Davis, Calvin
Assistant Director of Athletics and Activities		1			1					1					0			McGinnis, Cyrus		
District Manager Security					1					1				1	1					VACANCY
Security Lead	1	1	1		3	1	1	1							0	Peppers, Aaron	Robinson Jr, Levertis	Allen, Taylor		

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	Head Count					Allocations					Vacancies										
Administrative Assistant to Director of Operations					1				1					1	1						VACANCY
Educational Services																					
Director of CTE, Early College, Licensing, and Dual Enrollment/Dual Credit/Dual Degrees				1	1				1						0						Brandon, Alexander J
Director of M.T.S.S. and A.W.A.R.E. Programs				1	1				1						0						Thomas, Debra D
Coordinator I - Counselor and World Languages					1				1					1	1						VACANCY (D. Stowers)
Coordinator I - CTE					1				1					1	1						VACANCY (A. Brandon)
Coordinator I - Social Studies and Wellness				1	1				1						0						Valente, Tony F
Coordinator I - Data and Assessment				1	1				1						0						Aschoff, Alexander S (Interim Interim Acting Superintendent of Schools)
Coordinator I - Data and Enrollment				1	1				1						0						Svelhys, Derrick M
Coordinator I - ELA and Fine Arts				1	1				1						0						Marino, Angela K
Coordinator I - English Learners, Bilingual Education and World Languages				1	1				1						0						Kallieris, Dimitrios J
Coordinator I - Math and Science				1	1				1						0						Lazansky-Roach, Lisa M
Coordinator I - Performance Management and Professional Development				1	1				1						0						Albans, Athanasia
Coordinator I - Special Education				1	1				1						0						Fleming, Ramonda 172
Coordinator II - Technology Integration				1	1				1						0						Lee, Felicia
Coordinator II - International Baccalaureate				1	1				1						0						Tanaka, Rebecca Jeanine
Coordinator II - Special Education Programming	1	1			4	2	2				1	1			2		Truitt-Gamble, Shonte E VACANCY	Harris-Hughes, Beverly E VACANCY (L. Gebre)			
Coordinator II - Transition				1	1				1						0						Mini, Mark Charles
Coordinator II - Multi-Tiered Systems of Support					1				1					1	1						VACANCY (D. Thomas)
Administrative Assistant - Deputy Superintendent for Educational Services					1				1					1	1						VACANCY (D. Carter)
Administrative Assistant - To Coordinators				5	6				6					1	1						Brooks-Lawrence, Tiffany Daniel, Roberto Greenhow, Jonette M Molina, Melanie Stackhouse, Valencia VACANCY (EL Dept.)
School Psychologist		1			3	1	2				1	1			2		VACANCY (G. Washington) (E. Haan, SEE EPIC STAFFING BELOW)	Burton, Treavon T VACANCY (J. Keene)			
Homebound Tutor				1	1				1						0						Lazarus, Michael W
Permanent Building Substitute Teacher	3	3	1		10	4	4	2			1	1	1		3		Robinson Jr, Patrick L Spears, Aaron D Stith, Eric J VACANCY	George, Regina N Varnado, Morgan X Williams, Kevon VACANCY (R. Brown)	Zenteno, Alejandro VACANCY		
Public and Community Relations																					
Public and Community Officer				1	1				1						0						Vandenbroek, Kristine A
Coordinator II - Parental Engagement	1	1			2	1	1								0		Hobbs, Cori	Hibbler, Gail			
Digital Specialist				1	1				1	1					0						Mendieta, Noemi (6.30.24 Int)
School Administration																					
Principal	1	1			3	1	1	1						1	1		Hull, Rodney	Martinez, Elizabeth A	VACANCY (S. Ngo) Chiganos, Cristin Samantha (Interim)		
Assistant Principal for Instruction	2	2	1		5	2	2	1							0		Garcia, Ricardo Mcintosh, Latoya A	Gottlieb, Anne M Wilson, Oriana Y	Chiganos, Cristin Samantha (Interim Principal) Mason, Erin M (Interim)		





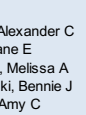
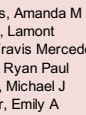
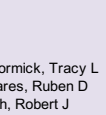
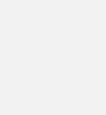
	East	West	PMSA	District	BOE Allocation	East	West	PMSA	District	Leave of Absence	East	West	PMSA	District	Total Vacancies	Pending Approval	 East	 West	 PMSA	 District	
	Head Count					Allocations					Vacancies										
Assistant Principal for Student Success	2	2	1		5	2	2	1		1					0		Lang, Kisha M (6.6.24 Int) Seegars, Wilsando K	Jones, Shameka A Carson, Akiva S	Walker, Shaylon M		
Administrative Assistant - Office of the Principal	1	1	1		3	1	1	1							0		Green, Karmen	Hernandez, Jacqueline	Chambers, Marchanne		
Special Payroll Count	13	14	6	46	101	16	18	8	59	4	3	4	2	13	22						





CONTINUED ON THE NEXT PAGE...

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	Head Count					Allocations					Vacancies									





PROVISO TEACHERS WSTU, LOCAL 571 AFT AFL-CIO

Art Teacher	4	3	3		10	4	3	3									Cox, Ahneise Hill, Daphne A Kim, Marilyn Tomita Martin, Johannah C	Doyle, Daniel P Pawluk, Judith Shipley, Sean L	Cornelius, Jeannine Gerise La Porte, Marcia Schmidt, Grace E	
Business Education Teacher	4	4			8	4	4										Bivens, Natalia Mitchell Earl, Keisha A Pittman, Richard L Richards, Lamario A	Casto, Trinity D Renaud, Daniel J Walter, Herman Winfield, Shaurae		
English Teacher	13	15	8		36	13	15	8		1							Blagojev, Kristina Clay, Courtney Blair Fischer, Brian J Glass, Donica L Gray, Laura A <i>Harris, Lynn K (6.30.24 Int)</i> Josephs, Catherine Muhammad, Nadia T Olson, Cole L Pak, Faith Y Puhr, Thomas M Rasul, Noreen Wordlaw-Franklin, Tabitha L	Bates, Sherry D Conley, Candice M Daniel, David M Gillespie, Carissa M Goel, Angda La Bash, Jennifer J Mendelsohn, Mark S Natschke, Adenike O Orbell, Matthew D Ruggiero, Allison Marie Sears, Robin R Sloma, Morgan Smith, Michaela Wesolowski, Beata A Whittleton, Sara M	Beresheim, Courtney Ann Duran, Cassidy M Foti, Silvia V Markus, Robert A Ovalle, Kathryn Phifer, Robyn Grace Rutstein, Neal David Weiner, Diane E	174
ESL/Bilingual Education English Teacher	3	2			7	4	3				1	1					Bojalad-Baginski, Catherine M (ESL) Gonzalez, Patricia E (ESL) Hayslett, Karen Jo (BSPA/ESL) VACANCY (BSPA)	Costello, Michael S (ESL) Serritella, Victoria Lynn (ESL) VACANCY (BSPA)		
Family and Consumer Sciences Teacher	3	1			5	3	2			1		1			1		Green, Patricia E Ibiloeye, Maya I Morrow, Jasmine	<i>Riley, Margaret M (6.11.24. Int)</i> VACANCY (C. Jesukaitis)		
School Counselor	8	8	4		20	8	8	4									Bridges, Tonya Caballero, Jocelyn Ingram, Thomas D Kopf, Julie C Pappas, George A Martinez, Melissa N Mercado, Nia Soria-Alvarez, Linda	Blade, Sherman Cuci, Cassandra Hooper, De Cora Nichole Oconnor, Nicole G Gonzalez, Antonio Gray-Jones, Hillary V Greenhow, Antony D Robertson, Lauren N	Jarmoc, Ninorta D Lugo, Melissa Maria Mejstrik, Nicole L Paprocki, Constance E	
College and Career Counselor	1	1	1		3	1	1	1									Korntheuer, John D	Spiridis-Skoupas, Anastasia	Paulus, Amy E	
Librarian	1	1	1		3	1	1	1									Adjetej, Patricia	Scott, Shannon M	Fiala, Shoshana E	
Mathematics Teacher	10	12	8		32	10	14	8					2		2		Appelman, David T Kram, Daniel James Lanzillotti, Angela Shafii-Mousavi, Saman Souza IV, Henry M Thomas, Debra Ann Tran, Carisa C Uribe-Lopez, Miguel A Walker, Ryan A Zabrodsky, Andre M	Arce, Louis J Aulakh, Parampreet Kaur Blood, David Brown, Keith A Collains, Clezeal Peoples, Christopher D Rosko, Jozsef Thomas, Jay A Sauter, Kristina Spires, Larry Douglas Stamer, Dan E Targos, Melanie N VACANCY VACANCY	Birch, Nicholas P Bokar, Michael J Ferraro, Jessica Nowak, Bradley J Resnick, Rebecca A Stomporg, Jennifer J Vega Puente, Rolando S Wolff-Klammer, Kurt	
ESL/Bilingual Education Mathematics Teacher	1	1			6	3	3				2	2					Pijut, Dale A (ESL) VACANCY (BSPA) VACANCY (ESL)	Perez, Damian (BSPA/ESL) VACANCY (BSPA) VACANCY (ESL)		
Music Teacher	2	2	1		5	2	2	1									Seals Jr, Cletis Darrell Welte, Caroline M	Atcher, Samuel Watson, Salina E	Brown, Matthew A	

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	Head Count					Allocations					Vacancies						 East	 West	 PMSA	 District
Physical Education Teacher	9	11	5		25	9	11	5									Analitis, Alexander C Barry, Lane E Donnelly, Melissa A Goslowski, Bennie J Koczor, Amy C Lishka, Blake A Moran, Dean E Romo, Rodolfo Zuazo, Jose Angel	Barajas, Amanda M Bryant, Lamont Cox, Travis Mercedes Elisco, Ryan Paul Green, Michael J Shriber, Emily A Spaulding, Randall J Struwing, Paula Williams, Brian A Zubeck, Joseph A Ramirez Lona, Allan G	Mccormick, Tracy L Olivares, Ruben D Reich, Robert J Schaub, Jessica L Zak, Peter	
Science Teacher	9	12	7		28	9	12	7									Crawford, Marianne Duffey, Siobhan McAllister, Crystal L Mcelhatton, Ann E Moore, Justin W Raceala, Veronica Marinela Razeq, Chadia Z Richards, Linea Solano, Anthony C	English, Danielle Delisa Humphreys, Jeremy A Kjeldsen, Zachary A Kleffner, James H Laiq, Subuhee Lane, James W Lucas, Michelle E Morain, Cynthia S Noble, Rodney L Picher, Chad D Polizzotto, Jennie M Vassallo, David N	Beidas, Mahera Z Caldwell, Daniel S Demirlika, Eva Huels, Sarah Elizabeth Krejci, Christie Popadowski, Stacey Wardisiani, John C	
ESL/Bilingual Education Science Teacher	2	1			5	3	2				1	1			2		Castellanos-Guevara, Isabel C (BSPA/ESL) Hillegonds, Cathy Dorothea (ESL) VACANCY (ESL)	Klonowski, Joanne V (ESL) VACANCY (BSPA)		175
Social Studies Teacher	13	14	8		35	13	14	8		1							Brouwer, Faith E Bunn, George A Corso, Christine E Gibfried, Jonathan J Martin, Ryan Douglas Mcellistrim, Martina Mcculloch, Tyler O Mullen, Joshua Joseph Perry, Ralph B Piemonte, Jessica M Salazar, Omar F Short, Paula E Sunner, Christopher S	Brakie, James E Butler, Danele Lee Emmanuel, Ashok V Gordon, Jennifer Hammoud, Karen B (6.30.24 Int) Hendrickson, Scott L Koziara, Thomas La Grassa, Frank A Loulousis, Ekaterini Mcfall, Conor M Schaeffges, Rachel R Schlessler, Rachael Spiering, Victoria A Villanueva, Carlos L	Colwell, Steven J Gibbons, John P Kozma, Michael J Momney, Alexandra Jacqueline Nyquist, Rex D O'Connell-Martinez, Kelly Maureen Petruzzi-Asselborn, Sarah C Salinas, Colette L	
ESL/Bilingual Education Social Studies Teacher	2	2			7	3	4				1	2					Oquendo Jr, Lucio (BSPA) Soto, Micaela (BSPA/ESL) VACANCY (ESL)	Medina-Olague, Diana M (BSPA/ESL) Wortel, Robert J (ESL) VACANCY (BSPA) VACANCY (ESL)		
School Social Worker	4	3	2		12	5	5	2			1	2			3		Aguirre, Derian Johnson, Hannah M Murchison, Carol H Santino, Amy M VACANCY	Grady, Charlotte Hogan-Matthews, Jeri B Montoto Vega, Elsa J VACANCY VACANCY	Godinez, Ruben Watt, Tianna M	

	East	West	PMSA	District	BOE Allocation	East	West	PMSA	District	Leave of Absence	East	West	PMSA	District	Total Vacancies	Pending Approval	 East	 West	 PMSA	 District	
	Head Count					Allocations					Vacancies										
Special Education Teacher	15	15	1		34	17	16	1		2	2	1			3		Atcher, Marhonda C <i>Barone, Meghan Leigh (6.30.24 Int)</i> Brecheisen, Lauren E Buffa, Beth Deady, Lauren E Gautschy, Jodonna Moss Hackett, Patrick J <i>Josefek, Rebecca S (6.30.24 Int)</i> Katz, Susan S Langdon, Elisha Lodovico, Dean M Mayhan, Ann Moss, David J Radecki, Joseph C Sirota, Michelle E <i>VACANCY (S. Reed) (S. Reed, SEE EPIC STAFFING BELOW)</i> <i>VACANCY</i>	Biniewicz, Daniel Michael Contractor, Satyam R Ford, Steven R Kissel, Christopher S Lira, Tina C Morrow, Kevin T Oconnell, Linda T Owolabi, Babatunde Powers, Emily E Shelby, Julius J Swikart, Beth A Smith, Suzan A Stripp, Andrew W Weldon, Caryn Joan Zamora, Saul <i>VACANCY (S. Silverstein, SEE EPIC STAFFING BELOW)</i>	Harney-Forde, Kathryn		
Career Technical Education (CTE) Teacher	1	3	1		5	1	3	1									Robinson, Donald D'Brian	Fedele Jr, Carl S Ferguson, Mark Senase, April M	Syed, Abdur-Rehman		
World Languages Teacher	5	5	5		16	5	6	5				1			1		Collins, Vanessa M Dominguez, Claudia Greab, Anamaria Konstant, Janet Ann Spain, Sydney E	Cruz, Wanda R Dorleans, Jocelyn Levasseur, Margarita Anna Mcmannon, Zoe C Otero, Bryan <i>VACANCY (A. Dardi)</i>	Duvall, Amanda Kate Garcia, Pablo Gart, Audra D Martinez, Alexandra Restivo, Elizabeth A	176	
Reset Room Certified Teacher	1	1			2	1	1										Gonzalez, Hector J	Brown, Cheryl L			
PTU Count	111	117	55	0	304	119	130	55	0	5	8	13	0	0	12						

CONTINUED ON THE NEXT PAGE...

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	Head Count					Allocations					Vacancies									

PROVISO SUPPORT STAFF COUNCIL OF THE WSTU, LOCAL 571 AFT

Ten (10) Month Support Staff																					
Grade Level I: Job Coach				1	1				1										Walker, Montese		
Grade Level I: Administrative Assistant I	1	6			7	1	6											Garcia, Maria P	Ayala, Andrea S Carter, Latonia Hrobowski, Kya K Lambert, Diann G Lindsey, Kim Leanna Rodriguez, Estephanie		
Grade Level II: Technical Support Aide																					
Grade Level IV: Nurse	1	1	1		3	1	1	1		1								Northern, Karen (6.30.24 Int)	Rice, Lisa	Delgado, Maria Margarita	
Lunchroom Monitor	3	2	1		9	4	4	1			1	2						Griffin, Alfred Moore, Barbara Thomas, Betty J VACANCY	Bailey, Laura H Neal, Valeria VACANCY VACANCY	Thomas, Beatrice	
Security (Full-Time)	19	25	8		54	21	25	8		5	2							Barker, Peaches Burns, Daryl A Diaz, Sofia (6.30.24 Int) Donaldson, Cleophus Douglass, Mary L Fardon, Corey A Ford, Willard S Gaddis, Antonio (6.30.24 Int) Green, Liza R Harris, Lance Manzo, Elizabeth D Mcguirk, Isaiah J Pieranunzi, Frank J Powell, Sharell L Robinson, Brian Jephunneh Tate, Derrinesha Wade, Arian Walker, Titiana D Worthy, Brandon D VACANCY VACANCY	Akui, Jahwan El-Haj Burrell, Lashawn M Garcia, Jose (6.5.24) Gillespie, Robert L Greenhow, Devaughn J Harris, Anthony N Hill, Leticia Howard, Christina C Howard, Qunnetti Johnson, Ashley Johnson, Darien D Mackey, Lionel Mitchell, Darryl Murphy, Ernest L Pointer, Demetrius J Rodgers, Richard Smith, Adam M Stallings, Allen Stepler, Lavar J Villa fuerte, Miguel Walker, Lawrence R Washington Sr, Khari J Wilson, Racquel M Womack Jr, Johnnie Young, Keeshawn M	Arreola, Jacqueline (4.30.24) Farries, Brody E Grant, Bobby D Jenkins, Joshua Pierre Johnson, Darius Powell, Patricia A Smith Banner, Tami D (6.30.24 Int) White, Anthony D	177
Security (Part-Time)	3	2	1		9	4	4	1		1	1	2						Horn, De Andre Loury, Chere (6.30.24 Int) Williams, Marvin B VACANCY	Pruitt, Darryl Williams, William C VACANCY (A. Johnson) VACANCY (A. Elam)	Russell, Billy	
Twelve (12) Month Support Staff																					
Grade Level II: Administrative Assistant II	13	11	2	1	27	13	11	2	1	1								Boyce, Donald N Brown, Quinell L Iniguez, Celia Jones, Oni Bria Lucas, Johnnie R Mancilla, Jessica Mendoza, Gabriela Naylor, Harriet (6.30.24 Int) Negrete Luevano, Dolores Racan, Donald P Smith, Tatanisha Walker, Jermaine Williams, Sloane R	Adams, Deanna M Faleti, Pearl Garcia, Lynette Horton, Tara N Jackson, Barbara J Jacob, Lorena Jenkins, Johnny N Jones, Latanya Rodriguez, Angelica Satterfield, Angela C Braxton, Summer	Correa, Alexandra V Ortiz, Erica	Jones, Marc
Grade Level II: Assistant to the Band Director	1	1			2	1	1											Johnson, Joseph	Ross, Timothy		

	East	West	PMSA	District	BOE Allocation	East	West	PMSA	District	Leave of Absence	East	West	PMSA	District	Total Vacancies	Pending Approval	 East	 West	 PMSA	 District	
	Head Count					Allocations					Vacancies										
Grade Level II: Translator/Office Assistant		1			1		1											Batts, Triniece Faye			
Grade Level III: Administrative Assistant III	1	1			2	1	1										Washington, Joann	Walker, Daphene			
Grade Level IV: Accounts Payable and Receivable Agent				1	1				1												Mobley, Launa P
Grade Level IV: Assistant to the Coordinators of Accounting and Payroll					1				1						1	1					VACANCY
Grade Level IV: Business Office Liaison	1	1			3	1	1	1							1	1	Benion, Devaughn P	Chester, Ida L	VACANCY (D. Courts)		
Grade Level IV: Computer Support Tech					0																
Grade Level IV: Head Bookkeeping/Chief Cashier					1				1						1	1					VACANCY
Grade Level IV: Jr. Database/Helpdesk					0																
Grade Level IV: Procurement Agent				1	1				1												Courts, Diamond A
Grade Level IV: Registrar	1	1	1		3	1	1	1									White, Marion D	Magee, Shirley	Teruel, Wanda V		
Instructional Aide (Full-time)	5	8			26	13	13			1	8	5			3		Higgins, Angela S Johnson, Diana K Julio, Dilon R Smith, Lincoln R Yates, Carla VACANCY (J Swinnie) VACANCY (L. Whisby) VACANCY VACANCY (BSPA) VACANCY (BSPA) VACANCY (BSPA) VACANCY (BSPA) VACANCY (BSPA) VACANCY (BSPA)	Brown, Keva Ann Gomez, Kimberly Mazzulla, Ana K Norwood, Fatima L Parrott, Marco C Swinnie, Javon A Tyler, Tiffany E (6.30.24 Int) Wilson, Keyuna P VACANCY (BSPA) VACANCY (BSPA) VACANCY (BSPA) VACANCY (BSPA) VACANCY (BSPA)		178	
Instructional Aide (Part-time)	2	1			6	3	3			1	1	2			3		Hampton, Glenida Westbrook, Richard Tyrone VACANCY (L. Porter)	Washington, Carrie F (6.3.24) VACANCY VACANCY			
Support Staff Union Count	51	61	14	4	157	64	72	15	6	10	13	11	1	2	22						


CONTINUED ON THE NEXT PAGE...

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	Head Count					Allocations					Vacancies									

PROVISO CUSTODIAL AND MAINTENANCE UNION SEIU LOCAL 73, CTW




Tier I Custodial And Maintenance																				
Lead Fireman	1	1	1		3	1	1	1									Gluecklich, Steven E	Noyola, Sergio X	Johnson, Corey J	
Fireman	1	1			2	1	1										Edmond, Terry	Duncan, Darwin C		
Maintenance I	7	4	3		14	7	4	3									Brown, Claude E Cozzi, Joseph E Donatille, Anthony John Pirozzoli, Vito Anthony Shelton, Woodrow A Sloan, Thomas Trombetta, Vincent	Echevarria, Martin R Good, Ronald A Ruiz, Roy Welch, Billy W	Taylor, Calvin K Williams, Keith V Zamble, Nicholas C	
Maintenance II	2	1	1		4	2	1	1									Murray, Danielle Lavon Williams, Larry D	Aviles, Andres	Madlock, Jeffrey	
Custodian (Day)	2	2	1		5	2	2	1									Craig, Terrase Straughter, Darrell R	Daniels, Denise L Hughes, Leroy I (Interim Maintenance)	Mccarroll Wynn, Rayda L	
Custodian (Night)	1	1	1		3	1	1	1									Angelino, Elicelda	Graham, Michael M	Velazquez, Ambrosio	
Tier II Custodial And Maintenance																				
Custodian (Day)	1		1		3	1	1	1									Johnson, Reginald	VACANCY (A. Harris)	Garcia, Ana Rosa	
Custodian (Night)	7	13	3		25	8	13	4		3	1		1				Davis, Lamar F Hayes, Jesse Joiner Sr, Bryce M Love, Demetre K Sr Ross, Nijel Q Taylor, William C Velazquez, Juan C VACANCY (J Jenkins)	Aguilera Aguilar, Fermin E Boyd, William E Coleman, Jaaron S Hrobowski, Marcus Jay, Rodney M Lopez De Gallegos, Yessica A (WC) Macias, Wenceslada (WC 5.1.24) Plomero, Aricia Plomero, Javier Roman, Claudia Sotelo, Ofelia Stafford, Larry L Jr Villalva, Luis A (Interim Fireman)	Enciso, Salvador Galvan, Jose L Robbins, Winston B VACANCY (J. Madlock)	179
Maintenance		1			6	1	5				1		4				VACANCY (C. Taylor)	Tellez, Sergio VACANCY (J. Perales) Hughes, Leroy I (Interim - TierI) VACANCY (D. Knapp) VACANCY (K. Williams) VACANCY (D. Dunkin)		
Fireman		1			4	2	2				2		1				VACANCY (T. Garner) VACANCY (K. Johnson)	Rodas-Beltran, Dario Xavier VACANCY (L. Leaks) Villalva, Luis A (Interim)		
Custodial & Maintenance Union Count	22	25	11	0	69	26	31	12	0	3	4	6	1	0	13					

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	Head Count					Allocations					Vacancies									




NUTRITION SERVICES (Special Payroll)																					
Manager - Student Nutrition				1	1				1												Garza, Stephanie A
Assistant Manager of Food Services				1	1				1												Gonzalez, Roberto R
Kitchen Supervisor	1	1	1		3	1	1	1									Dixon, Letitia	Wachowski, Jennifer	Ratley Jr., Joseph B		
Kitchen Lead	1	1	1		3	1	1	1									Sanderson, Larhonda	Draper, Infinite	Griffin, Deaja		
Food Service Worker (8 hours)	2	2	2		6	2	2	2									Jones, Brandon D Watson, James E	Miller, CD Watts, Kunta K	Lewis, Sandra Williams, Cynthia (6.30.24 Int)		
Food Service Worker (6.5 hours)	2	2	1		5	2	2	1									Gillings, Jeanette O Givens, Annette	Geans, Essie M Young, Twanna	Coombs, Yvette D		
Food Service Worker (6 hours)	1	1	1		3	1	1	1									Miller, Charles W	Dunning, Tiffany S	Hicks, Patricia		
Food Service Worker (4 hours)	1	1			6	3	3				2	2			4		Jefferson, Tanya VACANCY (M. Ruiz) VACANCY (T. Aguirre)	Graham, Alberta VACANCY (M. Blizzard) VACANCY (C. Fragoso)			
Nutritional Services Count	8	8	6	2	28	10	10	6	2	0	2	2	0	0	4						

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	Head Count					Allocations					Vacancies									

OTHER CONTRACTUAL																				
NJROTC	3	2			5	3	2								0		Person, Darryl N Toombs, Mckinley Albert Velez, Alejandro	Hawley, Regina M Rushing, Felinquist R		
Special Education Teacher (Epic Staffing)	2	1			3	2	1								0		Haan, Eli Reed, Stephanie	Silverstein, Steven		
PAEC School Psychologist				2	2				2						0					Antwine, Damien (East / West) Crawford, Alexis (East / West)
PAEC Social Worker	2	1			4	2	2						1		1		Ross, Mandy Stephens, Diana	Kuchera, Donna VACANCY		
PAEC Speech/Language Pathologist		2		1	3		2		1						0			Bonnert, Camilla Thompson, Antionette		Redmond, Georgette (East / PMSA)
PAEC Occupational Therapist	1	1			2	1	1								0		Martin, Isis	Michelson, Paul		
PAEC Physical Therapist		1		1	2		1		1						0			Costello, Nancy		Littman, Esther (East / PMSA)
School Resource Officer (SRO)	8	4			12	8	4								0		Diaz, Jaime Fuqua, Christopher L Ingram, Jesse F Johnson, Jerry A Jones, William Kosevich, Mark Negron, Phillip Patterson, Carlos	Armstrong, Paul B Dominquez, Noel Smith, Randy B Wilkins, Torrance P		
Other Contractual Count	16	12	0	4	33	16	13	0	4	0	0	1	0	0	1					

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	Head Count					Allocations					Vacancies									

GRAND TOTALS	205	225	92	52	659	235	261	96	67	22	30	36	4	15	73	
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Grand Totals* do not include "OTHER CONTRACTUAL"

ACTION ITEM – PERSONNEL REPORT

Updated: 4.23.24

Below you will find a list of recommended candidates that must be approved by the BOE before a contract or official agreement is legally binding. Pursuant to 105 ILCS 5/24-14, the Board reserves the right to rescind acceptance of certified staffs' mid-year resignation, in the event the certified employee accepts a position at a K-12 school during SY 24.

April 23, 2024 - Personnel Report

I. Proviso Teacher Union

A. Employment - Proviso Teacher Union

- | | |
|--------------------------------|--|
| 1.) Gough, Gregory T | Special Education Teacher, East |
| Effective Date: | August 13, 2024 |
| Compensation: | \$69,017.00 |
| Experience: | Step 10, MA |
| Replacing: | <i>[24-25 East SPED, 2 (New)]</i> |
| 2.) Augustin, Sherly N | World Languages Teacher, East |
| Effective Date: | August 13, 2024 |
| Compensation: | \$73,041.00 |
| Experience: | Step 10 (Max), MA+30 |
| Replacing: | <i>[24-25 East WLA Fr, 1(New)]</i> |
| 3.) Platek, Alexandra M | English Teacher, East |
| | <i>(ESL Endorsement)</i> |
| Effective Date: | August 13, 2024 |
| Compensation: | \$52,957.00 |
| Experience: | Step 0, BA |
| Replacing: | <i>[24-25 East ENG EL, 1 New]]</i> |
| 4.) Risch, Carinne | Art Teacher, East |
| Effective Date: | August 13, 2024 |
| Compensation: | \$52,957.00 |
| Experience: | Step 0, BA |
| Replacing: | <i>[24-25 East ART, 1 (New)]</i> |

II. Administration

A. Retirement - Administration

- | | |
|-----------------------------|--|
| 1.) Karvelas, Bessie | Interim Superintendent of Schools, District |
|-----------------------------|--|

Retirement Date:

April 19, 2024

III. **Special Payroll**

A. **Resignation - Special Payroll**

1.) **Dunning, Tiffany S**
Resignation Date:

Food Service Worker (6 hours), West
March 15, 2024

IV. **Stipend**

A. **Stipend - West**

1.) **Bryant, Lamont**
Effective Date:
Compensation:

Sixth Assignment – Term, West
January 27, 2024
\$8,976.00

2.) **Blade, Sherman**

Compensation:

Sixth Assignment (Prorated), West
School Counselor Vacancy Caseload Split (24 days)
\$170.97

3.) **Cuci, Cassandra**

Compensation:

Sixth Assignment (Prorated), West
School Counselor Vacancy Caseload Split (24 days)
\$170.97

4.) **Oconnor, Nicole G**

Compensation:

Sixth Assignment (Prorated), West
School Counselor Vacancy Caseload Split (24 days)
9/10/2023 – 10/15/2023
\$170.97

5.) **Gonzalez, Antonio**

Compensation:

Sixth Assignment (Prorated), West
School Counselor Vacancy Caseload Split (24 days)
9/10/2023 – 10/15/2023
\$170.97

6.) **Gray-Jones, Hillary V**

Compensation:

Sixth Assignment (Prorated), West
School Counselor Vacancy Caseload Split (24 days)
9/10/2023 – 10/15/2023
\$170.97

7.) **Greenhow, Antony D**

Sixth Assignment (Prorated), West
School Counselor Vacancy Caseload Split (24 days)
9/10/2023 – 10/15/2023

Compensation: \$170.97

8.) **Robertson, Lauren N**

Sixth Assignment (Prorated), West

*School Counselor Vacancy Caseload Split (24 days)
9/10/2023 – 10/15/2023*

Compensation: \$170.97

9.) **Grady, Charlotte**

Sixth Assignment (Prorated), West

*Social Worker Vacancy Caseload Split (115 days)
12/08/2023 – 06/12/2024*

Compensation: \$1,911.68

10.) **Hogan-Matthews, Jeri B**

Sixth Assignment (Prorated), West

*Social Worker Vacancy Caseload Split (115 days)
12/08/2023 – 06/12/2024*

Compensation: \$1,911.68

11.) **Montoto Vega, Elsa J**

Sixth Assignment (Prorated), West

*Social Worker Vacancy Caseload Split (115 days)
12/08/2023 – 06/12/2024*

Compensation: \$1,911.68

V. **Retroactive Compensation**

A. **Retroactive Compensation**

1.) **Benion, Devaughn P**

Grade Level IV: Business Office Liaison, East

Starting Salary Correction, per Support Staff C.B.A.

2021-2022 Retroactive Pay: \$7,331.50

2.) **Benion, Devaughn P**

Grade Level IV: Business Office Liaison, East

Starting Salary Correction, per Support Staff C.B.A.

2022-2023 Retroactive Pay: \$7,478.13

3.) **Benion, Devaughn P**

Grade Level IV: Business Office Liaison, East

Adjustment for starting salary correction per Support Staff C.B.A. (2021-2022)

2023-24 Salary Adjustment: \$53,430.26

VI. **Summer School**

A. **Summer School (2024) - District**

- | | |
|--|---|
| 1.) Seals Jr, Cletis Darrell
Compensation: | Summer Band Camp Director
\$6,000.00 |
| 2.) Harris, Lynn K
Compensation: | Summer Evening School Instructor
\$55/Hour |
| 3.) Struwing, Paula
Compensation: | Summer School - Behind the Wheel Coordinator
\$7,500.00 |
| 4.) Brown, Cheryl L

Compensation: | Summer School - Drivers Education Behind the Wheel Instructor
\$50/hour |
| 5.) Cox, Travis Mercedes

Compensation: | Summer School - Drivers Education Behind the Wheel Instructor
\$50/hour |
| 6.) Goslowski, Bennie J

Compensation: | Summer School - Drivers Education Behind the Wheel Instructor
\$50/hour |
| 7.) Green, Michael J

Compensation: | Summer School - Drivers Education Behind the Wheel Instructor
\$50/hour |
| 8.) Kiblersza, Adrian

Compensation: | Summer School - Drivers Education Behind the Wheel Instructor
\$50/hour |
| 9.) Moran, Dean E

Compensation: | Summer School - Drivers Education Behind the Wheel Instructor
\$50/hour |
| 10.) Zak, Peter

Compensation: | Summer School - Drivers Education Behind the Wheel Instructor
\$50/hour |
| 11.) Gomez, Kimberly
Compensation: | Summer School - Instructional Aide
\$25/hour |
| 12.) Rice, Lisa
Compensation: | Summer School - Nurse
\$6,000.00 |

13.) Caballero, Jocelyn Compensation:	Summer School - School Counselor \$6,000.00
14.) Gray-Jones, Hillary V Compensation:	Summer School - School Counselor \$6,000.00
15.) Greenhow, Antony D Compensation:	Summer School - School Counselor \$6,000.00
16.) Grady, Charlotte Compensation:	Summer School - Social Worker \$6,000.00
17.) Hogan-Matthews, Jeri B Compensation:	Summer School - Social Worker \$6,000.00
18.) Montoto Vega, Elsa J Compensation:	Summer School - Social Worker \$6,000.00
19.) Soria-Alvarez, Linda Compensation:	Summer School Facilitator \$7,500.00
20.) Wardisiani, John C Compensation:	Summer School Facilitator \$7,500.00
21.) Collains, Clezeal Compensation:	Summer School Teacher for Credit Recovery: Edgenuity \$6,000.00
22.) Gillespie, Carissa M Compensation:	Summer School Teacher for Credit Recovery: Edgenuity \$6,000.00
23.) Klonowski, Joanne V Compensation:	Summer School Teacher for Credit Recovery: Edgenuity \$6,000.00
24.) Lucas, Michelle E Compensation:	Summer School Teacher for Credit Recovery: Edgenuity \$6,000.00
25.) Uribe-Lopez, Miguel A Compensation:	Summer School Teacher for Credit Recovery: Edgenuity \$6,000.00

26.) Vega Puente, Rolando S	Summer School Teacher for Credit Recovery: Edgenuity
Compensation:	\$6,000.00
27.) Wolff-Klammer, Kurt	Summer School Teacher for Credit Recovery: Edgenuity
Compensation:	\$6,000.00
28.) Hackett, Patrick J	Summer School Teacher for Credit Recovery: Edgenuity (1st Session Only)
Compensation:	\$3,000.00
29.) Short, Paula E	Summer School Teacher for Original Credit: In Person
Compensation:	\$7,500.00
30.) Soto, Micaela	Summer School Teacher for Original Credit: In Person
Compensation:	\$7,500.00
31.) Aulakh, Parampreet Kaur	Summer School Teacher for Original Credit: In Person (AMP)
Compensation:	\$7,500.00
32.) Blood, David	Summer School Teacher for Original Credit: In Person (AMP)
Compensation:	\$7,500 (E.R.O.)
33.) Stompor, Jennifer J	Summer School Teacher for Original Credit: In Person (AMP)
Compensation:	\$7,500.00
34.) Contractor, Satyam R	Summer School Teacher for Special Education
Compensation:	\$6,000.00
35.) Josefek, Rebecca S	Summer School Teacher for Special Education - Instructional ESY
Compensation:	\$6,000.00
36.) Konstant, Janet Ann	Summer School Teacher for Credit Recovery: Edgenuity
Compensation:	\$6,000.00
37.) Lodovico, Dean M	Summer School Teacher for Credit Recovery: Edgenuity (1st Session Only)
Compensation:	\$3,000.00

38.) Targos, Melanie N	Summer School Teacher for Credit Recovery: Edgenuity
Compensation:	\$6,000.00
39.) Peoples, Christopher D	Summer School Teacher for Credit Recovery: Edgenuity
Compensation:	\$6,000.00
40.) English, Danielle Delisa	Summer School Teacher for Credit Recovery: Edgenuity
Compensation:	\$6,000.00
41.) Walker, Ryan A	Summer School Teacher for Original Credit: In Person
Compensation:	\$7,500.00
42.) Cuci, Cassandra	Summer School - School Counselor
Compensation:	\$6,000.00

VII. Approved Leaves

A. Intermittent Leaves

1.) Gray, Laura A	English Teacher, East
Begin Date:	April 16, 2024
End Date:	June 30, 2024

FOIA

The following FOIA requests were received since the last BOE meeting:

April 10, 2024 - All incident reports, files, documents, and emails for the past 5 years for all Proviso High Schools involving students, faculty, teachers, administrators, and parent/guardians. - **Response Provided**

April 17, 2024 - Personnel files, salary/work history, disciplinary records, incident reports, warnings, and termination documents for Stephen Ngo, Jaime G. Jaramillo, Jr., Ashok Emmanel, Shane McNally, Victoria Serritella, and Derrick Svelyns. - **In Process**

25. Adjourn