



**FACILITIES, FINANCE AND TECHNOLOGY COMMITTEES OF THE BOARD OF EDUCATION
LYONS TOWNSHIP HIGH SCHOOL DISTRICT 204**

**Room 140 & Virtual
100 South Brainard Avenue
La Grange, Illinois 60525
Thursday, November 12, 2020 - 7:00 AM**

AGENDA

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BY ORDER OF
MR. MICHAEL THOMAS,
MR. GEORGE R. DOUGHERTY AND
MRS. JESSICA McLEAN, CHAIRPERSONS
LYONS TOWNSHIP HIGH SCHOOL DISTRICT 204
100 SOUTH BRAINARD AVENUE
LA GRANGE, IL 60525

LYONS TOWNSHIP HIGH SCHOOL

DISTRICT 204 OFFICES 100 S. Brainard Ave., LaGrange, IL 60525-2101
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Brian Stachacz
Director of Business Services

Memorandum

To: Dr. Tim Kilrea, Finance Committee
From: Brian Stachacz
Date: 11/9/2020
Re: 2020 Tax Year Levy

Information: Attached you will find materials for the Tax Year 2020 Tax Levy. The chart titled “Proposed 2020 Tax Levy” provides comprehensive information regarding the proposed 2020 Tax Levy as well as a comparison of the 2019 Tax Levy final extensions with the proposed 2020 Tax Levy.

Unfortunately, the process of preparing a tax levy involves estimating two important factors. The EAV (Equalized Assessed Valuation) of the district and the amount of “New Property” (value of property being added to the tax rolls for that tax year) are unknown at the time the levy is prepared. In order to complete this process, we have to make reasonable assumptions for these two numbers. Estimating “New Property” correctly is crucial to the district because under current legislation, we are not able to capture “New Property” in future years if it is not captured in the first year that it is added to the tax rolls. For purposes of the 2020 Tax Levy, we have estimated \$45,000,000 of New Property value. This may be an overly optimistic amount however, estimating higher will allow us to collect all New Property added to the tax rolls for Tax Year 2020 and we will only collect property taxes on the true final amount provided by the county.

The charts on the next page provide a summary of the estimated and aggregate numbers for the 2020 Tax Year Tax Levy:

Calculation of 2020 Extension (Operating Funds)

Prior 2019 Tax Year Aggregate Extension	December 2019 CPI (Consumer Price Index)	Prior Year Extension Times CPI Creates New Aggregate Extension Base For 2020 Tax Levy
\$69,568,053	2.3%	\$71,168,118

Projected EAV With and Without New Property

Projected 2020 EAV	Projected New Property	EAV Plus New Property
\$3,573,191,637	\$45,000,000	\$3,618,191,637

Calculation of Limiting Rate (Tax Rate)

2020 Extension Base		2020 Estimated EAV Minus New Property			2020 Limiting Rate
\$71,168,118	Divided By	\$3,573,191,637	Equals	Limiting Rate	1.9917

Calculation of Maximum Aggregate 2020 Tax Year Levy

2020 Limiting Rate		Projected 2020 Aggregate EAV		Maximum Aggregate 2020 Tax Levy
1.9917	Times	\$3,618,191,637	Equals	\$72,064,394

The above maximum aggregate levy of \$72,064,394 for the 2020 Tax Levy represents a **3.59%** increase (for the capped funds) over the prior year actual extension of \$69,568,053.

The total aggregate levy, including all funds of \$74,604,438 for the 2020 Tax Levy represents a **3.4%** increase over the prior year actual extension, for all funds, of \$72,150,307.

Since the increase to the 2020 Tax Levy is less than 5% over the prior year, we are not required to publish a notice in the local newspaper or hold a public hearing. However, it has been the practice of the Board of Education, in the spirit of transparency, to publish this information in the newspaper and hold a public hearing regardless of the percentage increase and we are planning on continuing that process for the 2020 Tax Levy.

Based upon the CPI increase of 2.3% over the 2019 Tax Levy, District 204 can expect \$1,600,065 of additional property taxes from existing properties on the tax rolls. Additionally, if the New Property value of \$45,000,000 was added to the tax rolls, LTHS could expect to receive an additional \$896,276 from those properties considered to be New Property. However, since we do not currently know what the value of New Property will be, we do not actually know the amount of taxes attributable to that value. For example, if the New Property value is \$25,000,000 instead of \$45,000,000 we would expect to receive about \$497,931 from the New Property values added to the tax rolls.

According to Illinois School Code, adoption of the final Tax Levy is required on or before the last Tuesday in December.

Proposed 2020 Tax Levy

	A	B	C	D	E	F	G	H	I	J	K	L
1	2019 EAV			\$3,308,510,775								
2	2020 EAV Est.			\$3,573,191,637				Tax caps limit us to current year or prior year EAV--whichever is lower				
3	% of Existing EAV Change			8.00%								
4	New Property Est.			\$45,000,000				Taxes for new property are not limited by the tax cap				
5	Total 2020 EAV Est.			\$ 3,618,191,637								
6	Total EAV % Change			9.36%								
7												
8	FUND			2020 PROJECTED		2019 LEVY		AMOUNT PROJECTED		AMOUNT PROJECTED		TOTAL LEVY
9				RATE		EXTENSION		FOR 2020 LEVY		FROM NEW PROPERTY		PROJECTION
10				(A)		(B)		(C)		(D)		(C+D)
11												
12	EDUCATION			1.5899		\$ 55,546,587		\$ 56,808,954		\$ 715,440		\$ 57,524,394
13	O & M			0.2432		\$ 8,631,904		\$ 8,690,553		\$ 109,447		\$ 8,800,000
14	TRANSPORTATION			0.0677		\$ 2,196,851		\$ 2,419,529		\$ 30,471		\$ 2,450,000
15	IMRF			0.0434		\$ 1,495,446		\$ 1,550,474		\$ 19,526		\$ 1,570,000
16	SOC SEC/MEDICARE			0.0365		\$ 1,296,936		\$ 1,303,583		\$ 16,417		\$ 1,320,000
17	WORKING CASH			0.0000		\$ -		\$ -		\$ -		\$ -
18	RENT			0.0000		\$ -		\$ -		\$ -		\$ -
19	LIFE SAFETY			0.0000		\$ -		\$ -		\$ -		\$ -
20	TORT IMMUNITY			0.0000		\$ -		\$ -		\$ -		\$ -
21	SPECIAL EDUCATION			0.0111		\$ 400,329		\$ 395,025		\$ 4,975		\$ 400,000
22												
23	TOTALS CAPPED FUNDS			1.9917		\$ 69,568,053		\$ 71,168,118		\$ 896,276		\$ 72,064,394
24												
25	Projected dollar increase without Bond & Interest over the 2019 Levy							\$ 1,600,065				\$ 2,496,341
26	Projected percentage increase without Bond & Interest over the 2019 Levy							2.30%				3.59%
27												
28	BOND AND INTEREST			0.0730		\$ 2,582,254		\$2,540,044				
29												
30												2020 Proposed Levy
31	TOTAL ALL FUNDS			2.0647		\$ 72,150,307		\$ 74,604,438				\$ 74,604,438
32												
33	Projected dollar increase with Bond & Interest over the 2019 Levy							\$ 2,454,131				\$ 2,454,131
34	Projected percentage increase with Bond & Interest over the 2019 Levy							3.40%				3.40%
35												
36												
37												
38												

Lyons Township

6 - Year Tax Levy History Plus Current Proposed

	A	B	C	D	E	F	G	H
		Tax Year 2014	Tax Year 2015	Tax Year 2016	Tax Year 2017	Tax Year 2018	Tax Year 2019	Tax Year 2020 (Est.)
1								
2								
3	EAV	2,741,434,742	2,666,367,974	2,796,182,973	3,403,571,721	3,297,211,814	3,308,510,775	3,618,191,637
4	% Change	1.62%	-2.74%	4.87%	21.72%	-3.12%	0.34%	9.36%
5								
6	New Property	17,547,039	26,355,626	28,328,493	38,172,347	25,024,186	35,996,952	45,000,000
7	% Change	-	50.20%	7.49%	34.75%	-34.44%	43.85%	25.01%
8								
9	Total Tax Rate	2.324	2.432	2.359	2.001	2.125	2.181	1.992
10	% Change	-	4.65%	-3.00%	-15.18%	6.20%	2.64%	-8.67%
11								
12	CPI	1.50	0.80	0.70	2.10	2.10	1.90	2.30
13	% Change	-	-46.67%	-12.50%	200.00%	0.00%	-9.52%	21.05%
14								
15	Advertised % Change (Capped Funds)	3.08%	2.26%	2.58%	3.87%	3.77%	3.25%	3.59%
16								
17	Advertised % Change (All Funds)	2.86%	2.10%	3.17%	3.66%	3.56%	3.06%	3.40%
18								
19	(Proposed) Capped Extension	61,846,300	62,707,998	64,045,000	65,987,151	68,088,970	69,721,651	72,064,394
20								
21	(Actual) Capped Extension	61,320,409	62,433,002	63,529,274	65,617,456	67,526,884	69,568,053	72,064,394
22	% Change	-	1.81%	1.76%	3.29%	2.91%	3.02%	3.59%
23								
24	(Proposed) Total Extension	64,144,840	65,051,738	66,382,437	68,373,674	70,525,610	72,204,587	74,604,438
25	(Actual) Total Extension	63,710,891	64,847,039	65,960,208	68,099,440	70,060,990	72,150,307	74,604,438
26	% Change	-	1.78%	1.72%	3.24%	2.88%	2.98%	3.40%

	A	B	C	D	E	F	G	H	I	J	K	
1	Residential Property Taxes Paid to District 204											
2	2019 Actual to 2020 Estimated											
3												
4	Property #1			Property #2			Property #3			Property #4		
5	2019 Actual			2019 Actual			2019 Actual			2019 Actual		
6	2019 Market Value	1,167,530		2019 Market Value	776,225		2019 Market Value	449,810		2019 Market Value	182,360	
7	Assessed Value (10% of Market Value)	116,753		Assessed Value (10% of Market Value)	77,623		Assessed Value (10% of Market Value)	44,981		Assessed Value (10% of Market Value)	18,236	
8	Multiplier	2.9160		Multiplier	2.9160		Multiplier	2.9160		Multiplier	2.9160	
9	2019 EAV	340,452		2019 EAV	226,347		2019 EAV	131,165		2019 EAV	53,176	
10												
11	2019 Total District 204 Tax Rate	0.02181		2019 Total District 204 Tax Rate	0.02181		2019 Total District 204 Tax Rate	0.02181		2019 Total District 204 Tax Rate	0.02181	
12												
13	2019 Tax Before Exemptions	7,425		2019 Tax Before Exemptions	4,937		2019 Tax Before Exemptions	2,861		2019 Tax Before Exemptions	1,160	
14												
15	Total Amount of Exemptions	218		Total Amount of Exemptions	218		Total Amount of Exemptions	218		Total Amount of Exemptions	218	
16												
17	2019 Final Tax Amount Paid to District 204	7,207		2019 Final Tax Amount Paid to District 204	4,719		2019 Final Tax Amount Paid to District 204	2,643		2019 Final Tax Amount Paid to District 204	942	
18												
19	2020 Estimated			2020 Estimated			2020 Estimated			2020 Estimated		
20	Est. 2020 Market Value	1,260,932		Est. 2020 Market Value	838,323		Est. 2020 Market Value	485,795		Est. 2020 Market Value	196,949	
21	Assessed Value (10% of Market Value)	126,093		Assessed Value (10% of Market Value)	83,832		Assessed Value (10% of Market Value)	48,579		Assessed Value (10% of Market Value)	19,695	
22	Est. Multiplier	2.9160		Est. Multiplier	2.9160		Est. Multiplier	2.9160		Est. Multiplier	2.9160	
23	Est. 2020 EAV	367,688		Est. 2020 EAV	244,455		Est. 2020 EAV	141,658		Est. 2020 EAV	57,430	
24												
25	Est. 2020 Total District 204 Tax Rate	0.02065		Est. 2020 Total District 204 Tax Rate	0.02065		Est. 2020 Total District 204 Tax Rate	0.02065		Est. 2020 Total District 204 Tax Rate	0.02065	
26												
27	Est. 2020 Tax Before Exemptions	7,592		Est. 2020 Tax Before Exemptions	5,047		Est. 2020 Tax Before Exemptions	2,925		Est. 2020 Tax Before Exemptions	1,186	
28												
29	Est. Total Amount of Exemptions	206		Est. Total Amount of Exemptions	206		Est. Total Amount of Exemptions	206		Est. Total Amount of Exemptions	206	
30												
31	Est. 2020 Final Tax Amount Paid to District 204	7,385		Est. 2020 Final Tax Amount Paid to District 204	4,841		Est. 2020 Final Tax Amount Paid to District 204	2,718		Est. 2020 Final Tax Amount Paid to District 204	979	
32												
33	Difference-Tax Year 2019 to Tax Year 2020	178		Difference-Tax Year 2019 to Tax Year 2020	122		Difference-Tax Year 2019 to Tax Year 2020	76		Difference-Tax Year 2019 to Tax Year 2020	38	

**NOTICE OF PROPOSED PROPERTY TAX INCREASE
FOR LYONS TOWNSHIP HIGH SCHOOL DISTRICT NO. 204**

- I. A public hearing to approve a proposed property tax levy increase for Lyons Township High School District No. 204 for 2020 will be held on December 14, 2020 at 7:30 p.m., at the Lyons Township High School North Campus Board Room, 103-104.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Dr. Timothy Kilrea, Superintendent, 100 S. Brainard Avenue, LaGrange, Illinois, 60525, 708-579-6451.

- II. The corporate and special purpose property taxes extended or abated for 2019 were \$69,568,053.

The corporate and special purpose property taxes to be levied for 2020 are \$72,064,394. This represents a 3.59% increase over the previous year.

- III. The property taxes extended for debt service and public building commission leases for 2019 were \$2,582,254.

The estimated property taxes to be levied for debt service and public building commission leases for 2020 are \$2,540,045. This represents a 1.63% decrease compared to the previous year.

- IV. The total property taxes extended or abated for 2019 were \$72,150,307.

The estimated total property taxes to be levied for 2020 are \$74,604,438. This represents a 3.40% increase over the previous year.

Board of Education of Lyons Township High School District No. 204 in the County of Cook and State of Illinois

By: Jessica McLean
Secretary

Business Office:DSS

Board of Education meeting

December 14, 2020

DATE 06/29/20 TAX YEAR 2019 AGENCY TAX RATE REPORT

AGENCY 04-2060-000 LYONS TOWNSHIP HIGH SCHOOL 204
 PROPERTY TAX EXTENSION LIMITING LAW (PTELL) LIMITING RATE CALCULATION
 CURR NEW PROP, ANNX., REC, TIF VAL, EXP. INCENTIVES MINUS DISCONNECT PROP
 TOTAL 3,297,211,814 COOK COUNTY 3,308,510,775
 35,996,952 LAKE 3,333,208,766
 WILL KANE
 MCHENRY
 DEKALB
 GRUNDY
 KANKAKEE
 KENDALL
 LA SALLE
 LIVINGSTON

2018 AGGREGATE EXTENSION 2019 EAV MINUS NEW PROP, ANNX.,
 X 1.0190 REC TIF VAL, EXP. INCENTIVES
 PLUS DISCONNECTIONS
 68,813,269 / 3,272,513,823 = 2.133
 LIMITING RATE

AGENCY OVERALL EAV 3,308,510,775 TOTAL 3,308,510,775

FUND DESCRIPTION OF FUND	LEVY AMOUNT	LOSS	%	TOTAL LEVY	TAX RATE	CEILING	MAXIMUM ALLOWABLE LEVY	PRELIMINARY TAX RATE	PTPELL REDUCED LEVY SEE BELOW	100.00% OF BURDEN IN COOK COUNTY	FINAL TAX RATE
008 I.M.R.F.	1,500,000		3	1,545,000	0.0000		1,545,000	0.0467	1,495,446*	1,495,446	0.0452
016 SOCIAL SECURITY	45,000										
	1,300,000		3	1,339,000	0.0000		1,339,000	0.0405	1,296,936*	1,296,936	0.0392
019 LIABILITY INSURANCE	39,000										
	0		3	0	0.0000		0	0.0000		0	0.0000
051 TRANSPORTATION	2,200,000		3	2,266,000	0.0000		2,266,000	0.0685	2,196,851*	2,196,851	0.0684
	66,000										
052 EDUCATION	55,671,651		3	57,341,801	0.0000		57,341,801	1.7332	55,546,587*	55,546,587	1.6789
	1,670,150										
053 BUILDING	8,650,000		3	8,909,500	0.5500		8,909,500	0.2693	8,631,904*	8,631,904	0.2609
	259,500										
054 BUILDING BONDS (BONDS & INT. SCHOOL)	0			0	0.0000		0	0.0000		0	0.0000
055 WORKING CASH FUNDS	0			0	0.0500		0	0.0000		0	0.0000
056 LIFE SAFETY	0			0	0.1000		0	0.0000		0	0.0000
058 SPECIAL EDUCATION	400,000		3	412,000	0.4000		412,000	0.0125	400,329*	400,329	0.0121
	12,000										
182 LIFE SAFETY BOND	0			0	0.0000		0	0.0000		0	0.0000
261 DEFICIENCY IN TAX LEVY	0		3	0	0.0000		0	0.0000		0	0.0000
400 LIMITED BONDS	2,482,937		4	2,582,254	0.0000		2,582,254	0.0780		2,582,254	0.0780
	99,317										
402 LIFE SAFETY LIMITED BONDS	0		4	0	0.0000		0	0.0000		0	0.0000

AGENCY 04-2060-000 LYONS TOWNSHIP HIGH SCHOOL 204 CURR NEW PROP, ANNEX., REC. TIF VAL, 35,996,952 DUBPAGE
 PROPERTY TAX EXTENSION LIMITING LAW (PTELL) LIMITING RATE CALCULATION TOTAL 3,333,208,766 LAKE
 2018 AGGREGATE EXTENSION 2019 EAV MINUS NEW PROP, ANNEX., EXP. INCENTIVES MINUS DISCONNECT PROP

X 1.0190 REC TIF VAL, EXP. INCENTIVES
 PLUS DISCONNECTIONS LIMITING RATE
 68,813,269 3,272,513,823 = 2.03
 MCHENRY
 DEKALB
 GRUNDY
 KANKAKEE
 KENDALL
 LA SALLE
 LIVINGSTON

AGENCY OVERALL EAV 3,308,510,775 TOTAL 3,308,510,775

FUND DESCRIPTION OF FUND	LEVY AMOUNT	LOSS %	TOTAL LEVY	TAX RATE CEILING	MAXIMUM ALLOWABLE LEVY	PRELIMINARY TAX RATE	REDUCED LEVY SEE BELOW	PTELL BURDEN IN COOK COUNTY	FINAL TAX RATE
TOTAL CAP FUNDS	71,813,301		71,813,301		71,813,301	2.171	69,568,053	69,568,053	2.103
TOTAL NON CAP FUNDS	2,582,254		2,582,254		2,582,254	0.0780		2,582,254	0.0780
AGENCY GRAND TOTAL	74,395,555		74,395,555		74,395,555	2.249	69,568,053	72,150,307	2.181
*CLERK'S REDUCTION FACTOR 96.8678%									
2019 NON CAP FUNDS TAX EXTENSION TOTAL				2,580,638.40	2019 TAX EXTENSION GRAND TOTAL		72,158,620.00		

LYONS TOWNSHIP HIGH SCHOOL

DISTRICT 204 OFFICES 100 S. Brainard Ave., LaGrange, IL 60525-2101
· Tel: (708) 579-6462 · Fax: (708) 579-6474 · Email: bstachacz@lths.net · Website: www.lths.net



Brian Stachacz
Director of Business Services

Memorandum

To: Dr. Tim Kilrea, Board of Education
From: Brian Stachacz
Date: 11/9/2020
Re: 2020 Supplemental Tax Levy for Bond & Interest Payments

Information: Prior to 2009, school districts were not allowed to increase the tax levy in the Bond & Interest Fund. The amount of the annual levy in that fund was the same amount as the last year prior to the implementation of the Property Tax Extension Limitation Law and it could not be increased. In 2009 however, the Local Government Debt Reform Act of the State of Illinois allowed taxing bodies the ability to increase the tax levy in the Bond & Interest Fund by the lesser of 5% or the Consumer Price Index in December of the prior year. In December of 2019, the CPI was 2.3%. This now allows District 204 to increase last year's tax levy in the Bond & Interest Fund by 2.3%.

The District's Bond & Interest levy for Tax Year 2019 was \$2,482,937. The 2.3% increase allows for an additional \$57,107 to be added to the levy for Tax Year 2020, bringing the total proposed 2020 levy in the Bond & Interest Fund to \$2,540,044.

When the District sold bonds in December of 2013 and January of 2014, the debt payment schedule assumed that a CPI increase would be added to the levy every year until the bonds were paid in full in the year 2022.

A copy of the resolution, necessary to increase the Bond & Interest Levy as discussed, is attached for your review. It is required to be a separate resolution from that of the general tax levy and will appear on the December 2020 Board meeting agenda as a separate item as well.

Should you have any questions, please do not hesitate to contact me.

MINUTES of a regular public meeting of the Board of Education of Township High School District Number 204, Cook County, Illinois, held in Room 103 of the North Campus, 100 South Brainard Avenue, LaGrange, Illinois, in said School District at 7:30 o'clock P.M., on the 14th day of December, 2020.

* * *

The President called the meeting to order and directed the Secretary to call the roll.

Upon the roll being called, Thomas W. Cushing, the President, and the following members were physically present at said location: _____

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

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

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

The President announced that in view of the current financial condition of the District, the Board of Education would consider the adoption of a resolution authorizing a supplemental tax levy to pay the principal of and interest on outstanding limited bonds of the District.

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

RESOLUTION authorizing a supplemental tax levy to pay the principal of and interest on outstanding limited bonds of Township High School District Number 204, Cook County, Illinois.

* * *

WHEREAS, Township High School District Number 204, Cook County, Illinois (the “*District*”), is a duly organized School District operating under the provisions of the School Code of the State of Illinois, and all laws amendatory thereof and supplementary thereto (the “*School Code*”); and

WHEREAS, the District has heretofore issued and has outstanding its General Obligation Limited School Bonds, Series 2013 (the “*Bonds*”); and

WHEREAS, the Bonds were issued as limited bonds pursuant to and in accordance with the provisions of Section 15.01 of the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”); and

WHEREAS, pursuant to a resolution adopted by the Board of Education of the District (the “*Board*”) on the 28th day of October, 2013, as supplemented by a Notification of Sale for the Bonds, dated the 5th day of November, 2013, and as further supplemented by resolutions adopted by the Board on the 21st day of December, 2015, the 19th day of December, 2016, the 18th day of December, 2017, the 17th day of December, 2018, and the 21st day of October, 2019 (together, the “*Bond Resolution*”), and in accordance with the provisions of the School Code and the Debt Reform Act, the District has heretofore levied taxes upon all of the taxable property within the District to pay the principal of and interest on the Bonds as set forth in Column (B) of the schedule attached hereto as *Exhibit A*; and

WHEREAS, the Bond Resolution has been filed with the County Clerk of the County of Cook, Illinois (the “*County Clerk*”); and

WHEREAS, pursuant to the Bond Resolution, the District directed the County Clerk to extend the taxes levied in the Bond Resolution to pay principal of and interest on the Bonds in accordance with the terms of the Bond Resolution; and

WHEREAS, although the obligation of the District to pay the Bonds is a general obligation under the School Code and all taxable property in the District is subject to the levy of taxes to pay the Bonds without limitation as to rate, the amount of said taxes that will be extended to pay the Bonds is limited by the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "*Tax Extension Limitation Law*"); and

WHEREAS, pursuant to and in accordance with the provisions of the Debt Reform Act, the Bonds are payable from the debt service extension base of the District (the "*Base*"), which is an amount equal to that portion of the extension of the District for the 1994 levy year constituting an extension for payment of principal of and interest on bonds issued by the District without referendum, but not including alternate bonds issued under Section 15 of the Debt Reform Act or refunding obligations issued to refund or to continue to refund obligations of the District initially issued pursuant to referendum, increased each year, commencing with the 2009 levy year, by the lesser of 5% or the percentage increase in the Consumer Price Index (as defined in the Tax Extension Limitation Law) during the 12-month calendar year preceding the levy year; and

WHEREAS, the Base for levy year 2020 is equal to \$2,540,044.05 (the "*2020 Base*"); and

WHEREAS, the principal of and interest due on the Bonds is set forth in Column (A) of *Exhibit A* and in certain levy years exceeds the taxes levied in the Bond Resolution; and

WHEREAS, in accordance with the School Code, the Debt Reform Act and the Tax Extension Limitation Law, the District has the authority to adopt a supplemental levy causing the amount of taxes levied to pay the principal of and interest on the Bonds to be increased up to the

amount of the 2020 Base or the amount of the principal of and interest due on the Bonds payable from the taxes levied for each such levy year, whichever is less; and

WHEREAS, the Board has heretofore determined and does hereby determine that it is necessary and in the best interests of the District that the District adopt a supplemental tax levy to pay the principal of and interest on the Bonds as further described herein:

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Education of Township High School District Number 204, Cook County, Illinois, as follows:

Section 1. The preambles to this Resolution are hereby found and determined to be true, correct and complete and are hereby incorporated into this Resolution by this reference.

Section 2. The District does hereby levy for each of the years 2020 to 2022, inclusive, the supplemental amounts set forth in Column (C) of *Exhibit A*, which levies shall be extended against all of the taxable property in the District for the purpose of paying the principal of and interest on the Bonds. The taxes herein levied shall be in addition to and in excess of the taxes levied in the Bond Resolution. A schedule showing the aggregate of the taxes levied in the Bond Resolution and the taxes levied in this Resolution is set forth in Column (D) of *Exhibit A*.

Section 3. Forthwith upon the passage of this Resolution, the Secretary of the Board is hereby directed to file a certified copy of this Resolution with the County Clerk, and it shall be the duty of the County Clerk to annually in and for each of the years 2020 to 2022, inclusive, ascertain the rate necessary to produce the tax as set forth in Column (D) of *Exhibit A*, and extend the same for collection on the tax books against all of the taxable property within the District in connection with other taxes levied in each of said years for school purposes, in order to raise the respective amount aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general school purposes of the District, and

when collected, the taxes hereby levied shall be placed to the credit of the special fund heretofore created and designated as the “School Bond and Interest Fund,” which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds; and a certified copy of this Resolution shall also be filed with the School Treasurer who receives the taxes of the District.

Section 4. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and that this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted December 14, 2020.

President, Board of Education

Secretary, Board of Education

EXHIBIT A

SUPPLEMENTAL AND TOTAL TAXES LEVIED AND TO BE EXTENDED

YEAR OF LEVY	(A) DEBT SERVICE ON THE 2013 BONDS	(B) TAXES LEVIED IN 2013, 2014, 2015 2016, 2017, 2018 AND 2019	(C) 2020 SUPPLEMENTAL TAX LEVY FOR 2013 BONDS	(D) TOTAL TAXES TO BE EXTENDED TO PRODUCE
2020	\$2,593,335.00	\$2,482,936.52	\$57,107.53	\$2,540,044.05
2021	2,647,585.00	2,482,936.52	57,107.53	2,540,044.05
2022	2,701,347.50	2,482,936.52	57,107.53	2,540,044.05

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

After a full and complete discussion thereof, the President directed the Secretary to call the roll for a vote upon the motion to adopt said resolution.

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

The following members voted NAY: _____

Whereupon the President declared the motion carried and said resolution adopted, and in open meeting approved and signed said resolution and directed the Secretary to record the same in full in the records of the Board of Education of Township High School District Number 204, Cook County, Illinois, which was done.

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

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

Secretary, Board of Education

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of Township High School District Number 204, Cook County, Illinois (the “Board”), and that as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 14th day of December, 2020, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION authorizing a supplemental tax levy to pay the principal of and interest on outstanding limited bonds of Township High School District Number 204, Cook County, Illinois.

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

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the School Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the conduct of said meeting and in the adoption of said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 14th day of December, 2020.

Secretary, Board of Education

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such official I do further certify that on the ____ day of _____, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION authorizing a supplemental tax levy to pay the principal of and interest on outstanding limited bonds of Township High School District Number 204, Cook County, Illinois.

duly adopted by the Board of Education of Township High School District Number 204, Cook County, Illinois, on the 14th day of December, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2020.

County Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting School Treasurer who receives the taxes of Township High School District Number 204, Cook County, Illinois (the “*District*”), and as such official I do further certify that on the 14th day of December, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION authorizing a supplemental tax levy to pay the principal of and interest on outstanding limited bonds of Township High School District Number 204, Cook County, Illinois.

duly adopted by the Board of Education of the District on the 14th day of December, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 14th day of December, 2020.

School Treasurer

LYONS TOWNSHIP HIGH SCHOOL

DISTRICT 204 OFFICES 100 S. Brainard Ave., LaGrange, IL 60525-2101
· Tel: (708) 579-6462 · Fax: (708) 579-6474 · Email: bstachacz@lths.net · Website: www.lths.net



Brian Stachacz
Director of Business Services

Memorandum

To: Dr. Tim Kilrea, Finance Committee
From: Brian Stachacz
Date: 11/9/2020
Re: Tax Objection Complaint Tentative Settlement (UPS Property)

Information: You may recall that back in September of 2019 we discussed with the Finance Committee the district intervening in Property Tax Objection Complaints that are filed in the Circuit Court. One of those complaints was filed on behalf of UPS and their property located in Hodgkins. This property is located within District 204 boundaries and UPS pays property taxes to the District. We gave permission to district counsel to intervene in this case in September of 2019 as UPS was seeking a substantial refund for multiple tax years spanning from 2011 through 2016.

The attached spreadsheet shows the extent of the refund that UPS was originally seeking for all of those years. That amount, based on a reduction of Assessed Valuation, would have been \$2.0 million. Any settlement is typically refunded out of the current year taxes at the time of the settlement. That means, without the intervention, we would have paid a refund to UPS of \$2.0 million in one year.

Our Attorneys, Ares Dalianis and Scott Metcalf from Franczek P.C., have been able to negotiate a tentative settlement with Counsel from UPS that dramatically lowers that amount of the refund paid to UPS. Under the terms of the tentative settlement, the District would refund \$270,338 to UPS. This represents a total dollar reduction from the original request of \$1.74 million.

Typically, we do not bring these settlement agreements to the Committee for review, as many of the other settlements are much smaller in actual dollars. We wanted to share this information with the Finance Committee due to the amount of money involved with this refund. Over the next several months, we will be in contact with our attorneys to determine if this will be the final settlement. We will inform the Committee of any changes that occur with this case.

Should you have any questions regarding this information, please do not hesitate to contact me.

UPS Facility - Hodgkins

Total Refund Exposure

	2011	2012	2013	2014	2015	2016	
Total Current AV	20,623,460	20,623,460	20,623,460	20,200,415	20,200,415	20,200,415	
Total Current MV *(per taxpayer doc.)	82,653,686	82,653,686	82,653,686	80,961,906	80,961,906	80,961,906	
Requested AV *(per taxpayer doc.)	15,560,039	15,560,039	15,560,039	14,460,039	14,460,039	14,460,039	
Requested MV *(per taxpayer doc.)	62,400,000	62,400,000	62,400,000	58,000,000	58,000,000	58,000,000	
Potential AV Reduction	5,063,421	5,063,421	5,063,421	5,740,376	5,740,376	5,740,376	
							Total
Potential Refund	\$1,306,702	\$1,333,852	\$1,359,791	\$1,580,005	\$1,643,040	\$1,721,202	\$8,944,592
District 105	\$94,993	\$98,607	\$102,056	\$121,017	\$124,956	\$127,259	\$668,888
District 107	\$245,705	\$245,464	\$239,059	\$279,844	\$322,233	\$321,022	\$1,653,327
District 108	\$114	\$120	\$129	\$167	\$169	\$168	\$867
District 204	\$288,491	\$301,813	\$310,992	\$362,798	\$371,746	\$378,787	\$2,014,627
District 217	\$75	\$80	\$82	\$103	\$105	\$109	\$554

Refunds at Proposed Settlement

	2011	2012	2013	2014	2015	2016	
Total Current AV	20,623,460	20,623,460	20,623,460	20,200,415	20,200,415	20,200,415	
Total Current MV *(per taxpayer doc.)	82,653,686	82,653,686	82,653,686	80,961,906	80,961,906	80,961,906	
Proposed Settlement AV	19,849,966	19,865,713	19,880,164	19,475,222	19,503,041	19,534,715	
Proposed Settlement MV	79,553,722	79,616,806	79,674,742	78,054,992	78,166,472	78,293,438	
Settlement AV Reduction	773,494	757,747	743,296	725,193	697,374	665,700	
							Total
Settlement Refund	\$200,000	\$199,999	\$200,000	\$200,000	\$200,001	\$200,000	\$1,200,000
District 105	\$14,539	\$14,785	\$15,011	\$15,319	\$15,210	\$14,787	\$89,651
District 107	\$37,607	\$36,805	\$35,160	\$35,423	\$39,223	\$37,303	\$221,521
District 108	\$17	\$18	\$19	\$21	\$21	\$20	\$116
District 204	\$44,155	\$45,255	\$45,740	\$45,924	\$45,251	\$44,013	\$270,338
District 217	\$11	\$12	\$12	\$13	\$13	\$13	\$74
Refund Exposure Eliminated	\$1,106,702	\$1,133,853	\$1,159,791	\$1,380,005	\$1,443,039	\$1,521,202	\$7,744,592
District 105	\$80,454	\$83,822	\$87,045	\$105,698	\$109,746	\$112,472	\$579,237
District 107	\$208,098	\$208,659	\$203,899	\$244,421	\$283,010	\$283,719	\$1,431,806
District 108	\$97	\$102	\$110	\$146	\$148	\$148	\$751
District 204	\$244,336	\$256,558	\$265,252	\$316,874	\$326,495	\$334,774	\$1,744,289
District 217	\$64	\$68	\$70	\$90	\$92	\$96	\$480

LYONS TOWNSHIP HIGH SCHOOL

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Brian Stachacz
Director of Business Services

Memorandum

To: Dr. Tim Kilrea, Finance Committee
From: Brian Stachacz
Date: 11/9/2020
Re: FY20 Audit Fraud Questionnaire

Information: The district's independent auditing firm of Eder Casella & Co. has requested that the attached Fraud Questionnaire be completed and returned to them as part of the FY20 financial audit. Please be aware that this is a routine inquiry as part of the financial statement audit and is not being made as a result of any specific suspicion of fraud. The questionnaire that is utilized by our new auditing firm of Eder Casella contains more questions than the form that was utilized by our prior auditing firm. During the Finance Committee meeting, we will review the questions with the entire Committee in order to receive input that may be included in the answers. After the meeting, I will work with Mr. Dougherty to complete the questionnaire and return it to the auditing firm.

Should you have any questions regarding this information, please do not hesitate to contact me.

Eder Casella
Auditor Questionnaire for Board - FY20

1. Are you aware of actual or suspected fraud affecting the entity?
2. Are you aware of any allegations of fraud (e.g., received in communications from employees, former employees, analysts, regulators, or others)?
3. Have you received any tips or complaints regarding the entity's financial reporting (including those received through internal whistleblower programs, if such programs exist) and, if so, how have you responded to such tips and complaints?
4. Are you aware of any transactions entered into with related parties?
5. Are you aware of laws or regulations that may be expected to have a fundamental effect on the operations of the entity?
6. Are you aware of any noncompliance with laws and regulations?
7. Are you aware of actual or suspected fraud, policy violations, or abuses affecting the entity's federal programs?
8. Are you aware of any allegations of fraud (e.g., received in communications from employees, former employees, oversight agencies, regulators, grantors, pass-through entities, or others)?
9. Have you received any tips or complaints regarding the entity's federal programs (including those received through internal whistleblower programs, if such programs exist) and, if so, how have you responded to such tips and complaints?
10. Are you aware of any federal program transactions entered into with related parties?
11. Is there anything else you want to tell me?

12. Describe how the governing body oversees the entity's assessment of fraud risks and the controls the entity has established to address those risks.

13. What specific risks has the entity identified? Risks could relate to finances, programs, economical environment, staffing levels, etc.

14. Does the entity have any related parties (examples include joint ventures, jointly governed organization, businesses/organizations owned by entity's Board Members, appointed officials, management, or members of their immediate families)? Has there been any change from the previous year? What is the nature of the relationship between the entity and each related party? What are the related party transactions and how are the transactions identified, accounted for, disclosed, authorized and approved, if applicable?

15. (Relating to Single audit) What specific risks of noncompliance due to fraud has the entity identified relative to federal programs?

16. (Relating to Single audit) How does the Board oversee the entity's assessment of risks of noncompliance due to fraud related to federal programs? What controls has the entity established to address those risks?

Board Member Signature _____

Date _____



815.344.1300 mchenry
 847.382.3366 barrington
 847.336.6455 gurnee
 www.edercasella.com

September 8, 2020

Board of Education and
 Mr. Brian Stachacz, Director of Business Services
 Lyons Township High School District 204
 100 S. Brainard Ave
 La Grange, IL 60525

Dear Mr. Stachacz:

We are pleased to confirm our understanding of the services we are to provide Lyons Township High School District 204. This letter, and any other attachments incorporated herein, (collectively, "Agreement"), confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our firm will be governed by the terms of this Agreement.

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Lyons Township High School District 204 as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Lyons Township High School District 204's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Lyons Township High School District 204's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Illinois Municipal Retirement Fund – Schedule of Changes in Employer's Net Pension Liability and Related Ratios
3. Illinois Municipal Retirement Fund – Schedule of Employer Contribution
4. Teachers' Retirement System of the State of Illinois – Schedule of Employer's Proportionate Share of the Net Pension Liability
5. Teachers' Retirement System of the State of Illinois – Schedule of Employer Contribution
6. THIS Fund – Schedule of Employer's Proportionate Share of the Net OPEB Liability
7. THIS Fund – Schedule of Employer Contribution
8. Other Post-Employment Benefit – Schedule of Changes in the Net OPEB Liability and Related Ratios
9. Other Post-Employment Benefit – Schedule of Employer Contribution
10. Budgetary Comparison Information
11. Notes to Required Supplementary Information

eder, Casella & Co

We have also been engaged to report on supplementary information other than RSI that accompanies Lyons Township High School District 204's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

1. Combining Balance Sheet – General Fund
2. Combining Schedule of Revenues, Expenditures, and Changes in Fund Balances – General Fund
3. Budgetary Comparison Statements – Educational, Working Cash, Operations and Maintenance, Transportation, Municipal Retirement/Social Security, Debt Service and Capital Projects Funds
4. Schedule of Changes in Assets and Liabilities – Activity Funds (if any)
5. Schedule of Expenditures of Federal Awards

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Five Year Summary of Assessed Valuations and Tax Extensions
2. Schedule of Operating Cost and Tuition Charge
3. Schedule of Bonded Debt Maturities and Interest
4. Equalized Assessed Valuation and Estimated Actual Value of Taxable Property – Last Ten Tax Years
5. Bonded Debt to Equalized Assessed Valuation and Estimated Actual Value of Taxable Property – Last Ten Fiscal Years
6. Computation of Legal Debt Margin
7. Demographic and Miscellaneous Statistics
8. Demographic and Miscellaneous Statistics – Number of Full-Time Employees – Last Five Fiscal years
9. Demographic and Miscellaneous Statistics – Instructional Statistics – Last Ten Fiscal years
10. Demographic and Miscellaneous Statistics – Enrollment Data – Last Ten Fiscal Years
11. New Construction Values – Last Ten Calendar Years
12. Calculation of Equalized Assessed Valuation – Last Ten Calendar Years
13. District History

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the third paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on –

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of *Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Education of Lyons Township High School District 204. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of fixed assets, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals,

funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; Schedule of Expenditures of Federal Awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Lyons Township High School District 204's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Lyons Township High School District 204's major programs. The purpose of these procedures will be to express an opinion on Lyons Township High School District 204's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also prepare the financial statements, Schedule of Expenditures of Federal Awards, related notes, Annual Financial Report, Data Collection form, and workers' compensation payroll form; and provide an 'In Relation To' opinion on the Consolidated Year-End Financial Report (CYEFR) required for the GATA audit package of Lyons Township High School District 204 in conformity with U.S.

generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, Schedule of Expenditures of Federal Awards, related notes, Annual Financial Report, Data Collection form, and workers' compensation payroll form; and 'In Relation To' opinion on the Consolidated Year-End Financial Report (CYEFR) required for the GATA audit package services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, Schedule of Expenditures of Federal Awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal

awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on September 8, 2020.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the Schedule of Expenditures of Federal Awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the Schedule of Expenditures of Federal Awards in any document that contains, and indicates that we have reported on, the Schedule of Expenditures of Federal Awards. You also agree to include the audited financial statements with any presentation of the Schedule of Expenditures of Federal Awards that includes our report thereon or make the audited financial statements readily available to intended users of the Schedule of Expenditures of Federal Awards no later than the date the Schedule of Expenditures of Federal Awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance; (2) you believe the Schedule of Expenditures of Federal Awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Schedule of Expenditures of Federal Awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, Schedule of Expenditures of Federal Awards, related notes, Annual Financial Report, Data Collection form, and workers' compensation payroll form; 'In Relation To' opinion on the Consolidated Year-End Financial Report (CYEFR) required for the GATA audit package and any other nonaudit services we provide.

You will be required to acknowledge in the management representation letter our preparation of the financial statements, Schedule of Expenditures of Federal Awards, related notes, Annual Financial Report, Data Collection form, and workers' compensation payroll form; and 'In Relation To' opinion on the Consolidated Year-End Financial Report (CYEFR) required for the GATA audit package and that you have reviewed and approved the financial statements, Schedule of Expenditures of Federal Awards, related notes, Annual Financial Report, Data Collection form, and workers' compensation payroll form; and 'In Relation To' opinion on the Consolidated Year-End Financial Report (CYEFR) required for the GATA audit package prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, Schedule of Expenditures of Federal Awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Eder, Casella & Co. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the U.S. Department of Education or its designee, Illinois State Board of Education or its designee, a federal agency providing direct or indirect funding, the U.S. Government Accountability Office for purposes of a quality review of the audit, or the AICPA Quality Review Team, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Eder, Casella & Co. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

During this engagement we may need to refer to selected records of yours and may require a copy of these records for our audit documentation. It is our policy to return all of your original records after our use along with copies of any financial reports we issue. It is your responsibility to retain your records as you deem appropriate. Our audit documentation, including any copies that we obtain from you, are our property and will be retained by us in accordance with our established record retention policy. A copy of our record retention policy is available upon request. This policy stipulates that, in general, we will retain the audit documentation and copies of financial reports for a period of seven years or for any additional period requested by the U.S. Department of Education, Illinois State Board of Education or the AICPA Quality Review Team. After this period expires, the files will be disposed of. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Cheryden Juergensen is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

To ensure that Eder, Casella & Co.'s independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

We estimate our fee for the examination, including preparation of the financial statements, Schedule of Expenditures of Federal Awards, related notes, Data Collection Form, Annual Financial Report, and workers' compensation payroll form; and providing an 'In Relation To' opinion on the Consolidated Year-End Financial Report (CYEFR) required for the GAIA audit package, will not exceed \$27,000.00. This estimate is based on our projection of time requirements with the understanding the following conditions will be met:

1. The general ledger is in balance by individual fund, including activity funds;
2. The cash is reconciled, on a monthly basis, to the amounts shown on your general ledger;
3. Your staff will be available to answer questions, locate misplaced documents and resolve problems as needed;
4. Your filing system allows for easy retrieval of the documents we request; and
5. Your accounting system is maintained in accordance with the Illinois Program Accounting Manual.

It is not anticipated that we will encounter a substantial amount of accounting work to be completed or adjusted by us or any defalcation or other significant problem or contingency which would require us to extend our procedures beyond the normal audit scope. However, the actual fees may vary from the amount shown due to variations in the conditions shown, additional audit procedures requested, significant new construction incurred, new bonds issued, and other significant changes in the accounting and reporting from the prior year. Fees for such additional services would be billed at our usual hourly rates. We would inform you if we were experiencing any difficulty that would cause any increase in the base fee. We will progress bill for up to 75% of the contractual total upon completion of the fieldwork and the final bill will be issued at the time the final reports are delivered. All services will be billed to you monthly, payable on receipt. Amounts unpaid after 60 days will be charged late fees at a rate of 1% per month in addition to costs of collection.

We appreciate the opportunity to be of service to Lyons Township High School District 204 and believe this letter accurately summarizes the significant terms of our engagement. In the event you provide us with some of the information necessary to perform these services, the commencement of our services constitutes your acceptance of the terms of this letter, even if this engagement agreement is not signed. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Very truly yours,

Eder, Casella & Co.
EDER, CASELLA & CO.
Certified Public Accountants

This letter correctly sets forth the understanding of Lyons Township High School District 204.

By: *Brian Stuber*

Title: *Director of Business Services*

Date: *9/18/2020*

LYONS TOWNSHIP HIGH SCHOOL



CURRICULUM OFFICE 100 S. Brainard Ave., LaGrange, IL 60525-2101

- Tel: (708) 579-6470
- E-mail: seggerding@lths.net
- Fax: (708) 579-6036
- Website: www.lths.net

SCOTT D. EGGERDING
Director of Curriculum and Instruction

TO: Tim Kilrea
Brian Stachacz
Board of Education

FROM: Scott Eggerding
Ed Tennant

DATE: November 9, 2020

RE: Technology Fee Recommendation

INFORMATION:

In the 1 to 1 Computing Technology Plan shared with the Board in May of 2020, a \$100 laptop technology fee was recommended to cover the cost of a Chromebook for a student and defray some costs related to 1 to 1 implementation:

STUDENT TECHNOLOGY FEES

As we consider how to pay for a 1:1 computing program, we have discussed at Technology Committee meetings that student technology, and laptops in particular, are tools that should be paid for by users rather than taxpayers. Chromebooks, while effective and affordable, are not designed to last for more than four or five years, so it stands to reason that they be considered a disposable supply, not unlike other school supplies. As we move toward the fall of 2021, we will need to determine a fee that pays for the computer and a portion of the technology infrastructure. The attached budget projection shows what a \$100 fee could do to defray costs. In a 3-year phased roll-out, the \$100 fee will reduce the overall District cost of technology over the next 5 years by nearly \$1.2 million. The committee will recall that we earmarked an annual expenditure in technology of approximately \$1 million.

The attached 5-Year Technology Budget Forecast has been updated to show actual costs for FY21 and show how a fee would offset costs.

Phase III (1 to 1 computing at South Campus) will require the purchase of approximately 2000 laptops for freshmen and sophomores. The technology fee would be applied to those students starting in the fall of 2021. Juniors and seniors at North Campus would use the existing laptops and personal devices and not pay the fee while the infrastructure at North Campus is upgraded during the 2021-2022 school year.

Also attached, the Committee will find a spreadsheet of fees that was compiled in the summer of 2019. These numbers show how low student fees are at LT compared to many Chicago suburban school Districts. Even with a technology fee, we will still have lower fees than many schools that already charge similar technology fees.

RECOMMENDATION:

Approve the \$100 technology fee to be charged to rising 9th and 10th grade students in the fall of 2021 and all students in the fall of 2022.

Summary of Registration and Enrollment Fees in Chiago Suburban District, Summer 2019

	Registration	Total *
Deerfield/Highland Pk.		\$ 96.00
LTHS	\$ 25.00	\$ 168.00
Batavia 101	\$ 168.50	\$ 168.50
District 211	\$ 170.00	\$ 170.00
Central 301	\$ 190.00	\$ 190.00
Leyden	\$ 190.00	\$ 220.00
York		\$ 290.25
Naperville 203	\$ 81.00	\$ 295.40
Lockport	\$ 315.00	\$ 325.00
Argo	\$ 200.00	\$ 360.50
Maine 207	\$ 370.00	\$ 370.00
District 200	\$ 221.00	\$ 394.00
OPRF	\$ 98.00	\$ 416.00
Evanston	\$ 100.00	\$ 450.00
Oak Lawn	\$ 365.00	\$ 471.00
Libertyville/Vernon Hills	\$ 300.00	\$ 488.00
Barrington	\$ 375.00	\$ 515.00
Proviso	\$ 250.00	\$ 585.00
Plainfield	\$ 215.00	\$ 585.00
District 214	\$ 420.00	\$ 592.00
Lake Park	\$ 339.00	\$ 616.00
Morton	\$ 180.00	\$ 618.00
Homewood Flossmoor	\$ 350.00	\$ 619.00
CHSD 99 (Downers)	\$ 325.00	\$ 639.00
Hinsdale	\$ -	\$ 665.00
Glenbard	\$ 200.00	\$ 678.00
RBHS	\$ 200.00	\$ 695.00
Ridgewood high School	\$ 160.00	\$ 772.50
Lake Zurich 95	\$ 140.00	\$ 1,158.00

*minus summer school, Driver Ed and Parking

5 Year Technology Budget Forecast With 4 Phase 1 to 1 Computing Costs

Year	Tech (Not 1:1 Related)		Teacher 1:1 PD		Infrastructure 1:1		Student Laptops 1:1 Implementation		School Tech Team Consultation		Year	Implement- ation Gross	Gross Minus Grants	Student Fee Applied	
	Item	Cost	Item	Cost	Item	Cost	Item	Cost	Item	Cost					
2020-21	Teacher laptops	\$ 297,000	BetterLesson Pilot Cohort 1,2	\$ 86,750	fiber (NC & SC)	\$ 210,000	Pilot (Title I)	\$ 375,000	\$ 18,000	\$ 216,000	2020-21		\$ 375,000	No fee	
	Projectors	\$ 24,500			wifi SC	\$ 265,000									
	Labs	\$ 250,000			switches	\$ 173,000									assumes \$325 per device
	UPS and Servers	\$ 100,000			virtualization	\$ 100,000									
	Copier/Printer	\$ 13,500			effort	\$ 50,000									
\$ 2,160,750												\$ 1,699,000	\$ 1,699,000		
2021-22	UPS and Servers	\$ 40,000	Workshop ≈200 teachers, 10 hours BetterLesson Pilot Cohort 3,4	\$ 43,000	switches	\$ 70,000	9th & 10th Grade	\$ 650,000	\$ 18,000	\$ 216,000	2021-22		\$ 200,000	\$ 170,000	
	NC PA	\$ 37,000			fiber	\$ -									
	email archive	\$ 25,000			wifi NC	\$ 325,000									
	Projectors	\$ 24,500			Grant Covers	\$ (200,000)									
	Desktops	\$ 190,000													
	UPS and Servers	\$ 100,000													
\$ 2,001,500												\$ 1,720,500	\$ 1,550,500		
2022-23	phone system	\$ 144,000	Workshop ≈130 teachers, 10 hours	\$ 52,650	switches	\$ 42,000	9th Grade	\$ 325,000	\$ 18,000	\$ 216,000	2022-23		\$ 200,000	\$ 340,000	
	Cafeteria POS	\$ 25,000													
	networking	\$ 150,000			Grant Covers	\$ (200,000)									
	Labs	\$ 190,000													
	UPS and Servers*	\$ 100,000													
	Projectors	\$ 24,500													
\$ 1,269,150												\$ 1,016,500	\$ 676,500		
2023-24	networking	\$ 120,000			switches	\$ 42,000	9th Grade	\$ 325,000			2023-24		\$ 200,000	\$ 340,000	
	Projectors	\$ 24,500			Grant Covers	\$ (200,000)									
	Labs	\$ 190,000													
	phone system	\$ 144,000													
	UPS and Servers*	\$ 100,000													
	Teacher laptops	\$ 250,000													
\$ 1,195,500												\$ 995,500	\$ 655,500		
2024-25	Projectors	\$ 24,500			switches	\$ 60,000	9th Grade	\$ 325,000			2024-25		\$ 200,000	\$ 340,000	
	Desktops	\$ 190,000			Grant Covers	\$ (200,000)									
	Teacher laptops	\$ 250,000													
	UPS and Servers*	\$ 100,000													
	phone system	\$ 144,000													
\$ 1,093,500												\$ 893,500	\$ 553,500		
GROSS		\$ 3,472,000			\$ 263,400			\$ 1,337,000							

5 Year Totals for Technology with 4 Phase 1 to 1 Computing Costs	TOTAL 5 Year Cost		
	Gross	Gross Minus Grants	Student Fee Applied
	\$ 7,720,400	\$ 6,325,000	\$ 5,135,000

E-Rate Funding can be accessed in years 2023 and 2024. Additional E-Rate may be accessed for 2020-21 and '23-'24 improvements may be accelerated. Costs reflect reduction of approximately 40% of total.

Tech Purchases Not Directly Related to 1:1
 Replace lab computers, projectors, and teacher computers
 Update servers for applications not 1:1 related
 ~Infinite Campus
 ~Skyward
 ~Decision Ed

1:1 Roll Out Encompassing 4 Areas
 1. School Tech Team Consultants
 2. Infrastructure for Reliable 1:1
 3. Teacher Professional Development and Pilot
 4. Student Laptops

Student Tech Fees
 Only implemented when laptops are distributed at a campus.
 All estimates based on \$100 fee and 15% Fee Waivers

Other Considerations
 Additional Technology Coaches

5 Year Technology Budget Forecast With 4 Phase 1 to 1 Computing Costs

New phone system

*UPS and Servers are estimated based on current usage. This amount may decrease with virtualization

Copiers and printers will need to be updated at some point.

Reconfiguring of spaces for decreased lab use and increased charging and collaboration

LYONS TOWNSHIP HIGH SCHOOL

DISTRICT 204 OFFICES 100 S. Brainard Ave., LaGrange, IL 60525-2101
· Tel: (708) 579-6462 · Fax: (708) 579-6454 · Email: bstachacz@lths.net · Website: www.lths.net



Brian Stachacz
Director of Business Services

Memorandum

To: Dr. Tim Kilrea, Board of Education
From: Brian Stachacz
Date: 11/9/2020
Re: Happ Builders Final Change Order

Information: Presented for review is the only and final Change Order associated with the general remodeling project at both North and South Campus this summer. The original contract amount was for \$876,600, which included a \$20,000 allowance for any unforeseen conditions. You will see with the attached spreadsheet that \$16,939 of the \$20,000 was used during the project. Therefore, the net effect of this Change Order is a deduction to the final contract amount of \$3,061. With that deduction, the final contract amount will be \$873,539. The Board of Education will be asked to approve this Change Order during the regular November meeting.

Should you have any questions regarding this information, please do not hesitate to contact me.

Lyons Township HS - Change Order Log - Proj. # 2019.67 Happ							
2020 General Remodel							
Change Request #	Item #	Description	Submitted Amount	Revised Amount	Approved	Pending comments	Comments
COR #1		Fume Hood Sink					
	1	Provide plumbing connections to fume hood sink in science lab. Done on T&M do not exceed \$6,000	\$7,654.00	\$5,407.00	\$5,407.00	Final Amount	CO1
COR#2		Underlayment in Main Office					
	1	Provide new underlayment in business office. It came up with carpet. Unit cost of \$4.00 sf provided as part of contract	\$7,200.00		\$7,200.00	Approved	CO1
COR#3		Door Hardware					
	1	A credit for the poweroperating door hardware at entrance 8. This was to be part of the site work project which was not awarded.	-\$6,500.00		-\$6,500.00	Approved	CO1
COR#4		Piping Credit					
	1	Remove finned tube condensate piping	-\$520.00		-\$520.00	Approved	CO1
COR#5		Water Piping Routing					
	1	Domestic water piping routing has to be adjusted to make tie on connections in the basement level and brought up to second floor ceiling space	\$9,346.00		\$5,590.00	Approved	CO1
COR#6		Painting					
	1	Painting of exposed concrete deck at window line in Science Lab.	\$479.00		\$479.00	Approved	CO1
COR# 7		Additional Ceiling Framing					
	1	Subcontractor submitted cost for changes they made to the steel shop drawings.	\$14,092.00			Not Approved	CO1
COR#8		North Office stud chase					
	1	Drywall and studs for pipe chase in North Office	\$1,577.00		\$1,577.00	Approved	CO1
COR#9		ASI 1 Gym Lighting spacing					
	1	Relocate Gym Lighting Fixtures. Lighting locations were moved without sketch and DLA approval.	\$3,091.00		\$1,000.00	Approved	CO1
COR#10		Misc Electrical					
	1	Rework power for backboards. Cost to Add EF Switch	\$2,385.00		\$1,088.00	Approved	CO1
COR#11		Window Sill					
	1	Cost to add window sill above unit vent	\$1,006.00		\$1,006.00	Approved	CO1
COR#12		Masonry Staining					
	1	Stain brick infill	\$1,225.00		\$612.00	Approved	CO1
Totals			Submitted		Approved	Allowance	Total Change Orders
			\$41,035.00		\$16,939.00	\$20,000.00	-\$3,061.00

Pending CO Percentage of Original Contract	
Original Contract	\$876,600.00
Change Order 1	\$16,939.00
New Contract	\$873,539.00


-0.35%

Total Approved CORs

LYONS TOWNSHIP HIGH SCHOOL

EDWARD C. TENNANT
Director of Technology

DISTRICT OFFICE
NORTH CAMPUS
100 S. Brainard Ave.
LaGrange, IL 60525
SOUTH CAMPUS
4900 S. Willow Springs Rd.
Western Springs, IL 60558
(708) 579-6300

TO: Dr. Tim Kilrea
Board of Education
FROM: Ed Tennant 
DATE: November 9, 2020
RE: E-rate Consultant Recommendation

INFORMATION:

In simplest terms, E-rate is a federal grant program designed to ensure schools and libraries are able to access Internet resources and information. It assists with the funding of networking solutions and the connections to the Internet. As with most such programs, the processes of eligibility, application, acquisition, fulfillment and compliance can be complicated and confusing.

As the program evolved in the last few years, LT's eligibility was diminished to items characterized as "Category 2" elements (the networking solutions) as part of a five-year eligibility cycle. This aided the network infrastructure refresh undertaken a few years ago and we look forward to employing a similar strategy in the coming years as the update cycle is expected to repeat again in the coming years. Changes to those rules, however, indicate that LT will be eligible in an accelerated cycle, benefitting our push towards 1:1, and could access additional funds to assist with the Internet connections.

FundEd, LLC, doing business as Get Funded, is an E-rate consultant skilled in ensuring clients maximize their eligibility and grant award collections. In preliminary consultations with STT, who has experience working with them to benefit other clients, they've offered their comprehensive, turn-key services to LT, associated with the 2021 Funding Cycle, for a flat-rate of \$5,000. They will administer the entire process from originating the required forms, to managing the applications' steps, through the awards and fund dispersals, compliance and audit supports and document retention cycles. They estimate LT's eligibility for E-rate funding during 2021 cycle at \$170,000 or more. With the updated rules and the relative infrequency with which LT staff navigate these processes, engaging these professionals for these services will ensure maximum eligibility and award from the program.

RECOMMENDATION:

I recommend that the Board of Education approve the engagement of Get Funded / FundED, LLC. for E-rate consulting services for the 2021 filing cycle at the cost of \$5,000.

Funding Year 2021 E-Rate AGREEMENT



GETFUNDED
get your piece

This Agreement entered into this **15th** day of: **October, 2020** by and between **Funded, LLC**, an Arizona limited liability company, dba **GETFUNDED** (hereinafter “**Company**”,) whose principal address is 20885 North 90th Place, Suite 110, Scottsdale, Arizona 85255, and **LYONS TOWNSHIP HS DISTRICT 204**, a public/charter school, (hereinafter “**Client**”) whose principal address is: **100 S Brainard Ave, La Grange, IL 60525.**

RECITALS

1. **Company** has experience, expertise and infrastructure relating to the E-Rate funding processes, and;
2. Client believes it qualifies for E-Rate funding, and;
3. Client desires to engage **Company** to act as its agent in applying for E-Rate funding in the 2021 E-Rate filing cycle, and;
4. **Company** desires to assist Client as its agent in applying for funding in the 2021 E-Rate filing cycle.
5. The E-Rate cycle commences with the development of the *request for bids and proposals* (via the USAC Form 470) and the subsequent filing and defense (by **Company**) of the *request for funding* (via the USAC Form 471) in the winter of 2022 timeframe, concluding with an approval in the spring of 2021.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Incorporation of Recitals.** The Recitals, above, are incorporated by reference into this Agreement.
2. **Definitions.** The following terms used in this Agreement shall have the following meaning in interpreting this Agreement.
 - A. “E-Rate” as used herein shall mean the funding available to certain schools and libraries under the Telecommunications Act of 1996, as amended, administered by the United States Federal Communication Commission through its agent, Universal Service Administration Company.
 - B. “USAC” as used herein shall mean the *Universal Service Administration Company*.

FUNDED, LLC 20885 N. 90th Place, Suite 110, Scottsdale, AZ 85255

PH: 480.473-5785 / FAX: 866.800.5147

- C. “2021 E-Rate filing cycle” as used herein shall mean the E-Rate filing cycle, which begins in the fall of 2020 and ends in the summer of 2021, as defined by USAC from time-to-time.
- D. “Constructive Receipt of Benefit of Funding” as used herein shall mean issuance by USAC of a Funding Commitment Decision Letter (FCDL) approving funding to Client applied for by **Company** on behalf of client for the 2021 E-Rate filing cycle.
- E. “E-Rate Approved Funds” and all monies acquired through the E-Rate program are the sole possession of the Client and that Company, while entitled to their fee of \$5,000, is not entitled to any of the money acquired through E-Rate, regardless of the amount.
- 3. Appointment of Agent.** Client hereby appoints **Company** its agent for applying for E-Rate funding for the 2021 E-Rate filing cycle.
- 4. Company Acceptance of Appointment.** **Company** hereby accepts such appointment expressly conditioned upon receipt from Client of all three of the following items:
- (i) this Agreement duly executed by Client,
 - (ii) the **Company’s** fee payment as defined below, and
 - (iii) a properly executed Letter of Agency. Receipt of all three items is a condition precedent to **Company** accepting appointment and commencing its efforts on behalf of Client.
- 5. Client’s Best Effort.** Client agrees to make its best effort to provide timely and accurate response to **Company’s** request for data and execution of necessary documents. Client expressly acknowledges that **Company** cannot successfully process Client’s Application for E-Rate funding in the absence of Client’s timely and accurate response to requests for data and executed documents.

Please Initial: _____ I have read and understand number 5 on the E-Rate contract.

- 6. COMPANY’s Best Efforts.** **Company** agrees to make its best effort to successfully process Client’s application for E-Rate 2021 filing cycle funding.
- 7. COMPANY’s Fee.** Client agrees to pay **Company** a non-refundable engagement fee of **\$5,000** upon execution of this Agreement by Client.
- A. Any required client documentation received by the **Company** within three (3) business days of the USAC Form 471 deadline will be assessed an additional fee of **\$1,000.00**.

Please Initial: _____ I have read and understand number 7 on the E-Rate contract.

- 8. Compliance.** Client acknowledges its sole responsibility for its compliance with all laws and regulations pertaining to the E-Rate filing process and further agrees to timely and accurately execute any certificates of compliance requested by **Company** or USAC.
- 9. Ownership of Work Product.** The ownership of all documents and communications, in all media, including but not limited to, digital, paper, magnetic, email, telephone or any other media, generated by **Company** on behalf of Client in the E-Rate filing process are the sole and exclusive property of **Company**.
- 10. Termination.**
- A. **Automatic Termination.** This Agreement shall terminate automatically (a) upon Constructive Receipt of Benefit of Funding by Client; provided, however, that Client's obligation to pay **Company** any unpaid Fee, as provided herein, due to **Company** at the time of such determination shall survive such termination, of (b) upon issuance by USAC to Client of final denial of funds letter regarding the E-Rate 2021 filing cycle.
 - B. **Termination by Client.** Client may, upon written notice to **Company**, terminate this Agreement at any time; provided, however, that Client's obligation to pay **Company** any unpaid Fee, as provided herein, due to **Company** at the time of such termination shall survive such termination.
 - C. **Termination by Company.** Upon default by Client, as provided herein, **Company** may terminate this Agreement without further obligation to Client; provided, however, the obligation of the Client to pay any Fee due to **Company**, as provided herein, at the time of such termination shall survive such termination.
 - D. **Termination by Event of Default.** Upon failure to remedy any event of default, as provided herein, the injured party may, by written notice to the offending party, terminate this Agreement without further obligation to the offending party; provided, however, that Client's obligation to pay **Company** any unpaid fee, as provided herein, due to **Company** at the time of such termination, shall survive such termination.
- 11. Events of Default.** The following event(s), condition(s) or action(s) by either party shall, at the sole option of the other party, constitute an event of default.
- A. An assignment for the benefit of credits.
 - B. Filing for protection in the U.S. Bankruptcy Court.
 - C. Failure, within 15 days of written notice, to remedy any failure to comply with any obligation or duty under this Agreement.
- 12. Entire Transaction.** This Agreement contains the entire understanding between the parties regarding the 2021 E-Rate filing cycle, supersedes all prior agreements and understandings between the parties regarding the 2021 E-Rate filing cycle and shall not be amended or modified except by written agreement of both parties.
- 13. Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties named herein and their respective permitted successors and assigns. Neither the Client nor the

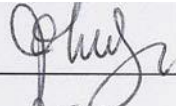
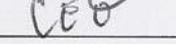
Company shall be entitled to assign their rights or duties under this Agreement without prior written agreement of the other party.

- 14. Partial Invalidity.** In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate any other provision of this Agreement.
- 15. Applicable Law.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Illinois.
- 16. Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such arbitration proceeding shall take place in State of Illinois. Upon a final determination, the prevailing party shall be reimbursed for all of its expenses in such arbitration, including reasonable attorneys' fees.
- 17. Notices.** All notices required by the terms of this Agreement shall be in writing and shall be sent by email, registered or certified mail, postage prepaid, to the address for each party stated above.
- 18 Captions.** The captions are for convenience only and shall not control or affect the meaning or construction of the provisions of this Agreement.
- 19. Time is of the essence in this agreement.**
- 20. Assignment.** Either party without the prior written consent of the other party may not assign this agreement.
- 21. Counterparts; Electronically Delivered Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed and delivered by facsimile and/or electronic mail and the Parties hereto agree that such facsimile and/or electronic mail execution and delivery shall have the same force and effect as delivery of an original document with original signatures and that each party may use such facsimile and/or electronic mail signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent that an original signature could be used.
- 22. Entire Understanding.** This agreement constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to, or by the parties hereto. This agreement may be amended only by written agreement, signed by the parties to be bound by the amendment.

The parties have indicated their agreement to the foregoing by signing in the space provided below for their signatures, and each signatory represents and warrants that he/she has the authority to bind their respective companies to their agreement.

IN WITNESS WHEREOF, the parties have executed this agreement under seal as of the day and year first above written.

FUNDED, LLC
dba: **GETFUNDED**

By 
Its 

Date _____

Organization

By _____

Its _____

Date _____

